	hment I.A Detailed Language Decision	Matrix	
DP Issue: Section 1 - General Terr CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Subpoint A: Non-251 Provisions			
AT&T GT&C 1a	1.1 This Agreement sets forth the terms.	1.1 The underlying Interconnection	AT&T's language is most
	conditions and prices under which SBC	Agreement sets forth the terms and	consistent with the
	MISSOURI agrees to provide, among	conditions pursuant to which SBC-	Arbitrator's Report
		12STATE agrees to provide AT&T	
AT&T GT&C 1b	language above	language above	
Charter GT&C 24	to the contrary contained herein except for the Out of Exchange Appendix, SBC- 13STATE's obligations under this	2.12.1 Notwithstanding anything to the contrary contained herein except for the Out of Exchange Appendix, SBC-13STATE's obligations under this Agreement shall apply as set forth in that <u>Appendix</u> only to:	consistent with Arbitrator's Report
		2.12.1.1 the specific operating area(s) or portion thereof in which SBC-13STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"), and only to the extent that the CLEC is operating and offering service to End Users identified to be residing in such ILEC	Report

CLEC/Group DPL Issue #	CLEC Language	SBC Language Arbitra	tor's Position
		2.12.1.2 assets that SBC-13STATE SBC's	anguage is not
		owns or leases and which are used in consiste	ent with Arbitrator's
		connection with SBC-13STATE's Report	
		provision to CLEC of any	
		Interconnection, Resale Services,	
		Lawful Unbundled Network Elements,	
		functions, facilities, products or	
		services provided or contemplated	
		under this Agreement, the Act or any	
		tariff or ancillary agreement	
		referenced herein (individually and	
		collectively, the "ILEC Assets").	

ŀ	Attachment I.A Detailed Language	e Decision Matrix	
P Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	= =		SBC's language is not
		Interconnection Agreement sets forth	consistent with Arbitrator's
		the terms and conditions pursuant to	Report
		which SBC-12STATE agrees to	
		provide CLEC with access to Lawful	l
		unbundled network elements under	•
		Section 251(c)(3) of the Act	,
		Collocation under Section 251(c)(6) of	
		the Act, Interconnection under Section	l l
		251(c)(2) of the Act and/or Resale	
		under Section 251(c)(4) of the Act in	
		SBC-12STATE's incumbent local	
		exchange areas for the provision of	
		<b>CLEC's Telecommunications Services</b>	
		The Parties acknowledge and agree	•
		that SBC-12STATE is only obligated	l
		to make available Lawful UNEs and	
		access to Lawful UNEs under Section	l de la constante de
		251(c)(3) of the Act, Collocation under	
		Section 251(c)(6) of the Act	
		Interconnection under Section	
		251(c)(2) of the Act and/or Resale	
		under Section 251(c)(4) of the Act to	
		CLEC in SBC-12STATE's incumbent	
		local exchange areas. SBC-12STATE	
		has no obligation to provide such	
		Lawful UNEs, Collocation	
		Interconnection and/or Resale to	
		CLEC for the purposes of CLEC	
		providing and/or extending service	
		outside of SBC-12STATE's	3

ŀ	Attachment I.A Detailed Language Decisio	n Matrix	
DD laaves Os stien 4. Os mend	Tampa and Qandikiana		
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		2.14 This Agreement sets forth the	
		d terms and conditions pursuant to which	•••
		S-SBC-13STATE agrees to provide CLEC	
	=	h with access to Lawful UNEs, Collocation	
	access to Lawful UNEs, Collocation an		
	Resale in SBC-13STATE's incumber	nt incumbent local exchange areas for the	
	local exchange areas for the provision of	of provision of CLEC's	5
	CLEC's Telecommunications Service	rs Telecommunications Services ((Act,	,
	((Act, Section 251(c)). The Partie	× ///	
		-acknowledge and agree that SBC-	
		e 13STATE is only obligated to make	
		d available Lawful UNEs, Collocation and	
		's Resale to CLEC in SBC-13STATE's	
		n incumbent local exchange areas. SBC-	
		d 13STATE has no obligation to provide	
	· ·	n Lawful UNEs, Collocation and Resale	
		ts to CLEC for the purposes of CLEC	
	( )	e providing and/or extending service	
		al outside of SBC-13STATE's incumbent	
	exchange areas.	local exchange areas. In addition, SBC	
		13STATE is not obligated to provision	
		Lawful UNEs, Collocation and Resale or	
		provide any other rights under Section	
		251 (c) of the Act outside of SBC-	
		13STATE's incumbent local exchange	
		areas. Therefore, the Parties	
		understand and agree that the rates,	
		terms and conditions set forth in this	
		Interconnection Agreement, and any	
		associated provisions set in the	
		Attachments, Appendices, Schedules and	

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
CC GT&C 1	WHEREAS, pursuant to the Telecommunications Act of 1996 (the Act), the Parties wish to establish terms for the resale of SBC MISSOURI services and for the provision by SBC MISSOURI of Interconnection, unbundled Network Elements, and	WHEREAS, pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the Act), the Parties wish to establish terms for the resale of SBC MISSOURI services and for the provision by SBC	with the Arbitrator's Report
	Commission("MO-PSC"."Commission".or"Missour"Commission") recommended approval ofSBCMISSOURI's application for 271	WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other tservices as required by the Telecommunications Act of 1996 as specifically set forth herein; and	language is most consisten with the Arbitrator's Report

Att	achment I.A Detailed Language Decisior	n Matrix	
DP Issue: Section 1 - General Te CLEC/Group DPL Issue #	rms and Conditions CLEC Language	SBC Languago	Arbitrator's Position
CLEC/Group DPL ISSue #	WHEREAS, the Parties want to Interconnect their networks pursuant to Attachment 11 and associated appendices to provide, directly o indirectly, Telephone Exchange Services and Exchange Access to residential and business end users over their respective	WHEREAS, for purposes of this Agreement, CLEC intends to operate where Southwestern Bell Telephone, L.P. d/b/a SBC MISSOURI is the incumbent Local Exchange Carrier and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection,	The CLEC Coalition's language is most consisten with the Arbitrator's Report
	, e	5 1 2	

	Attachment I.A Detailed Language Decisio	n Matrix	
DP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	WHEREAS, SBC MISSOURI agreed t	<u>o</u>	The CLEC Coalition's
	<u>file in Missouri an Missouri 27</u>	<u>1</u>	language is most consisten
	Interconnection Agreement ("Missour	<u>'i</u>	with the Arbitrator's Report
	Agreement" or "M2A") modeled on th	e	
	Texas 271 Interconnection Agreemen	<u>it</u>	
	("Texas Agreement" or "T2A"), in order	<u>r</u>	
	to bring more of the benefits of	<u>f</u>	
	competition to the State of Missouri, an	d	
	to bring the commitments made by SB	2	
	Texas in Texas to the State of Missour	i.	
	with Missouri-specific modifications	3.	
	subject to the Commission's support for	r	
	SBC MISSOURI's application for in	<u>-</u>	
	region interLATA relief for the State of	<u>f</u>	
	Missouri; and		
	WHEREAS, in Texas SBC Texas mad	2	The CLEC Coalition's
	the following representations as part of		language is most consisten
	the public interest phase of the Texa		with the Arbitrator's Report
			with the Arbitrator s report
	· · · · · · · · · · · · · · · · · · ·		
	<u>MISSOURI</u> made these sam	—	
	representations in Missouri, which the		
	<u>Commission finds still to be necessar</u>		
	for <u>SBC</u> <u>MISSOURI's</u> <u>271</u> <u>Relief</u> <u>t</u>	<u> </u>	
	remain in the public interest		

	Attachment I.A Detailed Language Decision	on Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	(1) SBC MISSOURI represented that	<b>Z Z</b>	The CLEC Coalition's
	has already made several, and		language is most consister
	represented that it would continu		with the Arbitrator's Report
	process improvements designed to fost		
	better relationships with and provide		
	better service to its CLEC custome		
	(such improvements include, but are n		
	limited to: the restructuring of		
	organizations and the creation of ne		
	departments to provide faster and bett		
	responses to CLECs; the improvement		
	communications with CLECs through		
	greatly expanded Internet websit	e,	
	internal broadcast e-mails and user grou	ιp	
	meetings; the distribution of custom	er	
	satisfaction surveys; and the creation	<u>of</u>	
	an Internal Escalation Process Interva	<u>ls</u>	
	Policy);		
	(2) <u>SBC</u> <u>MISSOURI</u> represented	ed	The CLEC Coalition's
	that it would follow certa		language is most consiste
	Commission's arbitration awards and		with the Arbitrator's Repo
	other decisions, as set forth elsewhere		
	this Agreement (SBC MISSOUR		
	however, made such commitme	nt	
	without waiving its right to appe		
	awards or decisions specifically set for		
	in this Section 18.1, 18.2, and 18.3		
	General Terms and Conditions);		

ŀ	Attachment I.A Detailed Language Decisio	n Matrix	
DP Issue: Section 1 - General			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	(3) <u>SBC MISSOURI</u> represented that		The CLEC Coalition's
	would continue to work with its CLE		language is most consistent
	customers, and invite their feedback, t		with the Arbitrator's Report
	provide them a meaningful opportunit	Y	
	to compete in Missouri;		
	(4) SBC MISSOURI represented that	it	The CLEC Coalition's
	will comply with the FThe CLE	0	language is most consistent
	Coalition's rules and subsequent Section	n	with the Arbitrator's Report
	271 decisions relating to the structura	<u>1</u>	
	and nonstructural requirements for	a	
	Section 272 affiliate; and		
	WHEREAS, SBC MISSOURI offered a		The CLEC Coalition's
	part of the Texas collaborative process t		language is most consistent
	make certain modifications to the		with the Arbitrator's Report
	Interconnection Agreement-Texa		
	between Southwestern Bell Telephon		
	Company and AT&T Communication		
	of the Southwest, Inc. ("the AT&		
	Interconnection Agreement") available		
	to other CLECs, and offered to brin	-	
	those same modifications, subject t		
	certain additional Missouri-specifi		
	modifications, to the State of Missour		
	subject to the Missouri Public Service		
	<u>Commission's approval of SB</u>		
	MISSOURI's application for in-regio		
	interLATA relief for the State of	<u>•f</u>	
	<u>Missouri.</u>		

Α	Attachment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
CC GT&C 2a	1.1 This Agreement sets forth the terms	, 1.1 This Agreement sets forth the terms,	No apparent dispute
	conditions and prices under which SBC	conditions and prices under which SBC	
	MISSOURI agrees to provide (a)	MISSOURI agrees to provide (a)	
	services for resale (hereinafter referred	services for resale (hereinafter referred	
	to as Resale services), (b) unbundled	to as Resale services), (b) unbundled	
	Network Elements, or combinations of	Network Elements, or combinations of	•
	such unbundled CLEC's network to SBC	such unbundled CLEC's network to SBC	
	MISSOURI's network and Intercarrier	MISSOURI's network and Intercarrier	
	Compensation for intercarrier	Compensation for intercarrier	
	telecommunications traffic exchanged	telecommunications traffic exchanged	
	between CLEC and SBC MISSOURI.	_	

DP Issue: Section 1 - General Terms and Conditions         DE LEC/Group DPL Issue #       CLEC Language       SBC Language       Arbitrator's Position         1.2 The unbundled Network Elements. Combinations or Resale services Attachment 6: Unbundled Network language is most consister provided pursuant to this Agreement may Elements (UNE) and upon CLEC with the Arbitrator's Report be connected to other Network Elements.       1.2 Subject to the provisions of The CLEC Coalition's Combining obligations as and to the provided pursuant to this Agreement may Elements (UNE) and upon CLEC with the Arbitrator's Report be connected to other Network Elements.       UNE combining obligations as and to the provided by SBC MISSOURI or to any extent required by FCC rules and orders, network components provided by CLEC and Verizon Comm. Inc. V. FCC, 535       Tiself or by any other vendor, Subject to U.S. 467 (May 13, 2002) ("Verizon the requirements of this Agreement. Comm. Inc.") and, to the extent not CLEC may at any time add, delete, inconsistent therewith, the rules and relocate or modify the Resale services, orders of the relevant state Commission Network Elements or Combining obligations as and to the extent required by FCC rules and orders, and Verizon Comm. Inc. V, ECC, 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable Law.         PUCC, 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.")       Cule and torders of the relevant state Commission and any other Applicable Law.         PUCC, 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.")       Action the extent required by FCC rules and orders of the relevant state Commission and any other Applicable Law.	A	ttachment I.A Detailed Language Decision	Matrix		
ELEC/Group DPL Issue #         CLEC Language         SBC Language         Arbitrator's Position           1.2         The unbundled Network Elements.         1.2         Subject to the provisions of The CLEC Coalition's           Combinations or Resale services         Attachment 6: Unbundled Network Ianguage is most consister         provided pursuant to this Agreement may         Elements (UNE) and upon CLEC         with the Arbitrator's Report           be connected to other Network Elements.         Combinations or Resale services         Network Components provided by CLEC         and verzon Comm. Inc. v. FCC, 535         itself or by any other vendor. Subject to         U.S. 467 (May 13, 2002) ("Verizon           the requirements of this Agreement Gomm. Inc.") and, to the extent not         CLEC may at any time add, delete         inconsistent therewith, the rules and           relocate or modify the Resale services         orders of the relevant state Commission         and any other Applicable Law.           purchased hereunder.         Subject to the         provisions of Attachment 6: Unbundled         Network Elements (UNE) and upon           CLEC request, SBC MISSOURI shall         meet its UNE combining obligations as and to the extent required by FCC rules         and to the extent required by FCC rules           and to the extent required by FCC rules         and orders, and Verizon Comm. Inc. ")         provisions of Attachment 6: Unbundled           Network Elements (UNE) and upon         CLEC request, S				•	
1.2 The unbundled Network Elements       1.2 Subject to the provisions of The CLEC Coalition's         Combinations or Resale services       Attachment 6: Unbundled Network language is most consister         provided pursuant to this Agreement may       Elements (UNE) and upon CLEC with the Arbitrator's Report         be connected to other Network Elements       request, SBC MISSOURI shall meet its         Combinations or Resale services       UNE combining obligations as and to the         provided by SBC MISSOURI or to any       extent required by FCC rules and orders,         network components provided by CLEC and Verizon Comm. Inc. v. FCC, 535       itself or by any other vendor, Subject to the         the requirements of this Agreement       Commune. The second of the relevant state Commission         Network Elements       Orders of the relevant state Commission         Network Elements       Orders of the relevant state Commission         Network Elements (UNE) and upon       and any other Applicable Law.         purchased hereunder, Subject to the       provisions of Attachment 6: Unbundled         Network Elements (UNE) and upon       CLEC raquest, SBC MISSOURI shall         meet its UNE combining obligations as       and to the extent required by FCC rules         and to the extent required by FCC rules       and orders, and Verizon Comm. Inc., v.         ECC, 535 U.S. 467 (May 13, 2002)       ("Verizon Comm. Inc.") and, to the	DP Issue: Section 1 - General Terms and Conditions				
CombinationsorResaleservicesAttachment6:UnbundledNetworklanguage is most consisterprovided pursuant to this Agreement mayElements(UNE)anduponCLECbe connected to other Network Elementsrequest, SBC MISSOURI shall meet itsCombinations orResaleservicesUNE combining obligations as and to theprovided by SBC MISSOURI or to anyextent required by FCC rules and orders,network components provided by CLECand Verizon Comm. Inc. v. FCC, 535itself or by any other vendor. Subject toU.S. 467 (May 13, 2002) ("Verizonthe requirements ofthis AgreementCLEC may at any time add, deleteinconsistent therewith, the rules andrelocate or modify the Resale servicesorders of the relevant state CommissionNetwork Elements (UNE) and uponCLEC request, SBC MISSOURI shallmeet its UNE combining obligations asand orders, and Verizon Comm. Inc. v.FCC, 535 U.S. 467 (May 13, 2002)("Verizon Comm. Inc.") and, to theextent not inconsistent therewith, therules and orders of the relevant statecommission and any other Applicableand orders of the relevant state	CLEC/Group DPL Issue #				
provided pursuant to this Agreement may be connected to other Network Elements, request, SBC MISSOURI shall meet its Combinations or Resale services UNE combining obligations as and to the provided by SBC MISSOURI or to any extent required by FCC rules and orders, network components provided by CLEC itself or by any other vendor. Subject to U.S. 467 (May 13, 2002) ("Verizon the requirements of this Agreement, Comm. Inc.") and, to the extent not CLEC may at any time add, delete inconsistent therewith, the rules and relocate or modify the Resale services, orders of the relevant state Commission Network Elements (UNE) and upon CLEC request, SBC MISSOURI shall meet its UNE combining obligations as and to the extent required by FCC rules and orders, and <u>Verizon Comm. Inc. v.</u> FCC, 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable Law.					
be connected to other Network Elements Combinations or Resale services UNE combining obligations as and to the provided by SBC MISSOURI or to any extent required by FCC rules and orders, network components provided by CLEC and Verizon Comm. Inc. v. FCC, 535 itself or by any other vendor. Subject to U.S. 467 (May 13, 2002) ("Verizon the requirements of this Agreement Comm. Inc.") and, to the extent not CLEC may at any time add, delete inconsistent therewith, the rules and relocate or modify the Resale services. Network Elements or Combinations and any other Applicable Law. purchased hereunder. Subject to the provisions of Attachment 6: Unbundled Network Elements (UNE) and upon CLEC request, SBC MISSOURI shall meet its UNE combining obligations as and to the extent required by FCC rules and orders, and <u>Verizon Comm. Inc. v.</u> <u>FCC</u> . 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable					
CombinationsorResaleservicesUNE combining obligations as and to the provided by SBC MISSOURI or to any extent required by FCC rules and orders, network components provided by CLEC and Verizon Comm. Inc. v. FCC, 535 itself or by any other vendor. Subject to U.S. 467 (May 13, 2002) ("Verizon the requirements of this Agreement. Comm. Inc.") and, to the extent not CLEC may at any time add, delete inconsistent therewith, the rules and relocate or modify the Resale services, orders of the relevant state Commission Network Elements or Combinations and any other Applicable Law. purchased hereunder. Subject to the provisions of Attachment 6: Unbundled Network Elements (UNE) and upon CLEC request, SBC MISSOURI shall meet its UNE combining obligations as and to the extent required by FCC rules and orders, and Verizon Comm. Inc. v. FCC, 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable					
provided by SBC MISSOURI or to any extent required by FCC rules and orders, network components provided by CLEC and Verizon Comm. Inc. v. FCC, 535 itself or by any other vendor. Subject to U.S. 467 (May 13, 2002) ("Verizon the requirements of this Agreement. Comm. Inc.") and, to the extent not CLEC may at any time add, delete, inconsistent therewith, the rules and relocate or modify the Resale services, orders of the relevant state Commission Network Elements or Combinations and any other Applicable Law. purchased hereunder. Subject to the provisions of Attachment 6: Unbundled Network Elements (UNE) and upon CLEC request, SBC MISSOURI shall meet its UNE combining obligations as and to the extent required by FCC rules and orders, and <u>Verizon Comm. Inc. v.</u> FCC, 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable			•		
network components provided by CLEC and Verizon Comm. Inc. v. FCC, 535 itself or by any other vendor. Subject to U.S. 467 (May 13, 2002) ("Verizon the requirements of this Agreement, Comm. Inc.") and, to the extent not CLEC may at any time add, delete, inconsistent therewith, the rules and relocate or modify the Resale services, orders of the relevant state Commission Network Elements or Combinations and any other Applicable Law. purchased hereunder, Subject to the provisions of Attachment 6: Unbundled Network Elements (UNE) and upon CLEC request, SBC MISSOURI shall meet its UNE combining obligations as and to the extent required by FCC rules and orders, and <u>Verizon Comm. Inc. v.</u> FCC, 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable			e e		
itself or by any other vendor. Subject to the requirements of this Agreement. Comm. Inc.") and, to the extent not CLEC may at any time add, delete, inconsistent therewith, the rules and relocate or modify the Resale services, orders of the relevant state Commission Network Elements or Combinations and any other Applicable Law. purchased hereunder. Subject to the provisions of Attachment 6: Unbundled Network Elements (UNE) and upon CLEC request, SBC MISSOURI shall meet its UNE combining obligations as and to the extent required by FCC rules and orders, and Verizon Comm. Inc. y. FCC, 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable					
the requirements of this Agreement. Comm. Inc.") and, to the extent not CLEC may at any time add, delete, inconsistent therewith, the rules and relocate or modify the Resale services, orders of the relevant state Commission Network Elements or Combinations and any other Applicable Law. purchased hereunder. Subject to the provisions of Attachment 6: Unbundled Network Elements (UNE) and upon CLEC request, SBC MISSOURI shall meet its UNE combining obligations as and to the extent required by FCC rules and orders, and <u>Verizon Comm. Inc. v.</u> <u>FCC</u> , 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable					
CLEC may at any time add, delete.inconsistent therewith, the rules andrelocate or modify the Resale services.orders of the relevant state CommissionNetwork Elements or Combinationsand any other Applicable Law.purchased hereunder.Subject to theprovisions of Attachment 6: UnbundledNetwork Elements (UNE) and uponCLEC request, SBC MISSOURI shallmeet its UNE combining obligations asand to the extent required by FCC rulesand orders, and Verizon Comm. Inc. v.FCC, 535 U.S. 467 (May 13, 2002)("Verizon Comm. Inc.") and, to theextent not inconsistent therewith, therules and orders of the relevant stateCommission and any other Applicable			· · · · · · · · · · · · · · · · · · ·		
relocate or modify the Resale services, orders of the relevant state Commission Network Elements or Combinations purchased hereunder, Subject to the provisions of Attachment 6: Unbundled Network Elements (UNE) and upon CLEC request, SBC MISSOURI shall meet its UNE combining obligations as and to the extent required by FCC rules and orders, and <u>Verizon Comm. Inc. v.</u> FCC, 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable			· · ·		
NetworkElementsorCombinationspurchasedhereunder.Subject to theprovisions of Attachment 6:UnbundledNetworkElements(UNE)and uponCLECCLECrequest,SBCMISSOURImeet itsUNEcombiningobligations asand to the extent required byFCC rulesand orders, andVerizonComm.Inc.Y.FCC,535U.S.467(May 13, 2002)("Verizon("Verizoncomm.Inc.")and, to theextent notinconsistenttherewith, therulesand orders of the relevant stateCommission and any otherApplicable					
purchasedhereunder.Subject to the provisions of Attachment 6: UnbundledNetworkElements (UNE) and uponCLECrequest, SBC MISSOURI shall meet its UNE combining obligations as and to the extent required by FCC rules and orders, and Verizon Comm. Inc. v. FCC, 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable					
provisions of Attachment 6: Unbundled Network Elements (UNE) and upon CLEC request, SBC MISSOURI shall meet its UNE combining obligations as and to the extent required by FCC rules and orders, and <u>Verizon Comm. Inc. v.</u> <u>FCC</u> , 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable			and any other Applicable Law.		
Network Elements (UNE) and upon CLEC request, SBC MISSOURI shall meet its UNE combining obligations as and to the extent required by FCC rules and orders, and <u>Verizon Comm. Inc. v.</u> <u>FCC</u> , 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable					
CLEC request, SBC MISSOURI shall meet its UNE combining obligations as and to the extent required by FCC rules and orders, and <u>Verizon Comm. Inc. v.</u> <u>FCC</u> , 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable		1			
meet its UNE combining obligations as and to the extent required by FCC rules and orders, and <u>Verizon Comm. Inc. v.</u> <u>FCC</u> , 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable		· / I			
and to the extent required by FCC rules and orders, and <u>Verizon Comm. Inc. v.</u> <u>FCC</u> , 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable		-			
and orders, and <u>Verizon Comm. Inc. v.</u> <u>FCC</u> , 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable		5 5			
<u>FCC</u> , 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable		· ·			
("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable		and orders, and Verizon Comm. Inc. v.			
extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable					
rules and orders of the relevant state Commission and any other Applicable		("Verizon Comm. Inc.") and, to the			
Commission and any other Applicable		extent not inconsistent therewith, the			
		rules and orders of the relevant state			
Law.		Commission and any other Applicable			
		Law.			

Atta	achment I.A Detailed Language Decisior	n Matrix	
DP Issue: Section 1 - General Te CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		s 1.3 In the event that SBC MISSOURI	
		s denies a request to perform the functions	language is most consisten
		t necessary to combine UNEs or to	
		perform the functions necessary to	
	-	combine UNEs with elements possessed	
	Functions offered to CLEC hereunder	by CLEC, SBC MISSOURI shall	
	During the term of this Agreement, SBC	provide written notice to CLEC of such	
	MISSOURI will not discontinue any	denial and the basis thereof Any dispute	
	Resale services or features offered to	over such denial shall be addressed using	
	CLEC hereunder except as provided in	the dispute resolution procedures	
	this Agreement. This Section is no	t applicable to this Agreement. In any	
		s dispute resolution proceeding, SBC	
	ability to make changes in its Network	, MISSOURI shall have the burden to	
	so long as such changes are consisten	t prove that such denial meets one or more	
		e applicable standards for denial, including	
	-	f without limitation those under the FCC	
		r rules and orders, Verizon Comm. Inc.	
		and the Agreement, including Section	
		2.12 of Attachment 6: Unbundled	
	-	n Network Elements. <b>In any dispute</b>	
		a resolution proceeding, CLEC shall	
		s have the burden to prove that such	
		combination request meets UNE	
		combining obligations as and to the	
	-	extent required by FCC rules and	
	· · · · · · · · · · · · · · · · · · ·	lorders, and Verizon Comm. Inc. v.	
	1	<i>FCC</i> , 535 U.S. 467(May 13, 2002)	
		n ("Verizon Comm. Inc.") and, to the	
		extent not inconsistent therewith, the	
	in Attachment 6. Any dispute over such	drules and orders of relevant state Com	4

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	1.6 Unless otherwise provided in the	1.6 SBC MISSOURI's obligations	
		under this agreement shall only apply to	
	perform all of its obligations under this	the specific operating area(s) or portion	
	agreement throughout the entire	thereof in which SBC MISSOURI is	
	operating area(s) in which SBC	then deemed to be the ILEC; under the	
	MISSOURI is then deemed to be the	Act (the "ILEC Territory"), and only	
	ILEC; provided, that SBC MISSOURI's	to the extent that the CLEC is	
	obligations to provide Ancillary	operating and offering service to End	
	Functions or to meet other requirements	Users identified to be residing in such	
		ILEC Territory, except as specifically	
	not necessarily limited to such service	addressed in the Attachment 6	
	areas.	Unbundled Network Elements.	

ŀ	Attachment I.A Detailed Language	e Decision Matrix	
P Issue: Section 1 - General	Terms and Conditions		
LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	1.7 None	1.7 This Agreement sets forth the	
		terms and conditions pursuant to	
		which SBC MISSOURI agrees to	
		provide CLEC with access to	
		unbundled Network Elements under	
		Section 251(c)(3) of the Act,	,
		Collocation under Section 251(c)(6) of	Î
		the Act, Interconnection under Section	
		251(c)(2) of the Act and/or Resale	<u>.</u>
		under Section 251(c)(4) of the Act in	l
		SBC MISSOURI's incumbent local	
		exchange areas for the provision of	
		<b>CLEC's Telecommunications Services</b>	
		The Parties acknowledge and agree	2
		that SBC MISSOURI is only obligated	
		to make available UNEs and access to	
		UNEs under Section 251(c)(3) of the	<u>,</u>
		Act, Collocation under Section	
		251(c)(6) of the Act, Interconnection	l
		under Section 251(c)(2) of the Act	t
		and/or Resale under Section 251(c)(4)	
		of the Act to CLEC in SBC	
		MISSOURI's incumbent local	
		exchange areas. SBC MISSOURI has	5
		no obligation to provide such UNEs,	,
		Collocation, Interconnection and/or	
		Resale to CLEC for the purposes of	
		CLEC providing and/or extending	
		service outside of SBC MISSOURI's	5
		incumbent local exchange areas. In	l
		addition, SBC MISSOURI is not	t

	Attachment I.A Detailed Language		1
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	1.8 None	1.8 Throughout this Agreement,	,
		wherever there are references to	
		unbundled network elements that are	
		to be provided by SBC MISSOURI	
		under this Agreement, the Parties	
		agree and acknowledge that their	•
		intent is for the Agreement to comply	7
		with Section 1.7, above, and require	
		only the provision of UNEs,	,
		regardless of whether the term "" is	
		used as part of the reference to	
		unbundled network elements.	

A	ttachment I.A Detailed Language Decision	on Matrix	
DP Issue: Section 1 - General 1 CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
CC GT&C 24		is 1.3 in the event that SBC MISSOUR	
		tis denies a request to perform the functions	
		ot necessary to combine UNEs or to	
		ed perform the functions necessary to	
	-	or combine UNEs with elements possessed	
		C by CLEC, SBC MISSOURI shall	
		is provide written notice to CLEC of such	
	Agreement, SBC MISSOURI will n	ot denial and the basis thereof Any dispute	
	discontinue any Resale services	or over such denial shall be addressed using	<b>T</b>
		er the dispute resolution procedures	
		nt.applicable to this Agreement. In any	
		nir dispute resolution proceeding, SBC	
		ke MISSOURI shall have the burden to	
		ch prove that such denial meets one or more	
	-	nd applicable standards for denial, including	
	do not result in the discontinuance		
		of rules and orders, Verizon Comm. Inc.	
		rk and the Agreement, including Section	
		ry 2.12 of Attachment 6: Unbundled	
	-	<u>to</u> Network Elements. <b>In any dispute</b>	
		<u>m</u> resolution proceeding, CLEC shall	
	of this Agreement.	have the burden to prove that such	
		combination request meets UNE	
		combining obligations as and to the	
		extent required by FCC rules and	
		orders, and <u>Verizon</u> <u>Comm.</u> <u>Inc. v.</u>	
		<u>FCC</u> , 535 U.S. 467(May 13, 2002)	
		("Verizon Comm. Inc.") and, to the	
		extent not inconsistent therewith, the	
		rules and orders of relevant state Com	I I I I I I I I I I I I I I I I I I I

Attacl	nment I.A Detailed Language Decision	Matrix	
DD loover Conting 4. Consult Town	and Conditions		
DP Issue: Section 1 - General Term CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		1.7 This Agreement sets forth the	
		terms and conditions pursuant to	
		which SBC MISSOURI agrees to	
	obligations under this Agreement, that,		
		unbundled Network Elements under	
	is likely to have the effect, or has the		
	effect of diminishing the value of any	Collocation under Section 251(c)(6) of	
		the Act, Interconnection under Section	
		251(c)(2) of the Act and/or Resale	
		under Section 251(c)(4) of the Act in	
		SBC MISSOURI's incumbent local	
		exchange areas for the provision of	
	without the prior review and written	CLEC's Telecommunications Services.	
	approval of CLEC, which consent may	The Parties acknowledge and agree	
	be withheld by CLEC in its sole	that SBC MISSOURI is only obligated	
	discretion. In addition, SBC MISSOURI	to make available UNEs and access to	
	shall not be permitted to circumvent this	UNEs under Section 251(c)(3) of the	
	obligation by the issuance of an	Act, Collocation under Section	
	Accessible Letter.	251(c)(6) of the Act, Interconnection	
		under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4)	
		of the Act to CLEC in SBC	
		MISSOURI's incumbent local	
		exchange areas. SBC MISSOURI has	
		no obligation to provide such UNEs,	
		Collocation, Interconnection and/or	
		Resale to CLEC for the purposes of	
		CLEC providing and/or extending	
		service outside of SBC MISSOURI's	
		incumbent local exchange areas. In	
		addition, SBC MISSOURI is not obliga	

A	ttachment I.A Detailed Language Decisio	on Matrix	
DP Issue: Section 1 - General 1			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Wiltel GT&C 4		on 2.12.1.3 The underlying Interconnection	
		nd Agreement sets forth the terms and	
		<u>C</u> -conditions pursuant to which <u>SBC</u> -	
		h <b>12STATE</b> agrees to provide CLEC with	
Subpoint B: Implementation of	Rate Changes		
AT&T GT&C 2		4.4 SBC MISSOURI's obligation to	
		provide Interconnection, Unbundled	
		Network Elements, Collocation, Resale	
		discounts, functions, facilities, products	
		or services ("Products or Services")	
		under this Agreement does not extend to	
		Products or Services for which rates,	
		terms and conditions are not contained in	
		this Agreement. Accordingly, to the	
		extent AT&T orders a Product or	
		Service for which there are not rates,	
		terms and conditions contained in this	
		Agreement, SBC MISSOURI may reject	
		the order. In the event such an order is	
		rejected, and the Product or Service is	
		appropriate for BFR treatment under the	
		BFR provisions set forth in Attachment	t
		UNE of this Agreement, AT&T may	
		submit a BFR, which will be evaluated	
		pursuant to such BFR provisions.	
		Alternatively, if appropriate, the Parties	
		may seek to negotiate a mutually	
		agreeable amendment to this Agreement	
		to incorporate rates, terms and conditions	
		for the Product or Service into this	
		Agreement.	1
		r Broomont.	

	Attachment I.A Detailed Language Decis	sion Matrix		
DP Issue: Section 1 - General Terms and Conditions				
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position	
		rs, a 4.4.1 In the event that AT&T orders		
		hich and SBC ILEC provisions, a Product or		
	there are not rates, terms and condit	ions Service to AT&T for which there are no	Report	
	in this Agreement, but for which t	here rates, terms and conditions in this	5	
	are rates, terms and conditions	in Agreement AT&T understands and		
	applicable SBC MISSOURI intras	state agrees that one of the following wil		
	tariff or generic contract;	occur:		
	4.4.1.1 AT&T shall pay for the Pro-	duct 4.4.1.1. AT&T shall pay for the Produc	AT&T's language is most	
	or Service provisioned to AT&T at	the or Service provisioned to AT&T at the	consistent with Arbitrator	
	rates set forth in SBC MISSOU	RI's rates set forth in SBC MISSOURI	'Report	
	applicable intrastate tariff(s) for	the applicable intrastate tariff(s) for the		
	Product or Service or, to the extent t	here Product or Service or, to the extent there		
	are no tariff rates, terms or condit	ions are no tariff rates, terms or conditions	3	
	available for the Product or Servic	e in available for the Product or Service in	1	
	the applicable state, then AT&T s	shall the applicable state, then AT&T shal	1	
	pay for the Product or Service at S	SBC pay for the Product or Service at SBC	2	
	MISSOURI's current generic cont	tract MISSOURI' current generic contrac	t	
	rate for the Product or Service set f	orth rate for the Product or Service set forth	1	
	in SBC MISSOURI's applicable st	tate-in SBC MISSOURI' applicable state	-	
		as specific generic pricing schedule as		
		RI's published on SBC MISSOURI' AT&T		
	website;	website; <b>or</b>		

Ą	ttachment I.A Detailed Language Decisi	ion Matrix	
DP Issue: Section 1 - General <sup>-</sup> CLEC/Group DPL Issue #	Terms and Conditions CLEC Language	SBC Language	Arbitrator's Position
		uct 4.4.1.2 AT&T will be billed and shall	
		.1, <b>pay for</b> the Product or Service as	
	-	the provided in Section 4.4.1.1, above and	
		<b>BC</b> SBC MISSOURI may, without further	
		iffs obligation, reject future orders and	
	for the Product or Service or, to	the further provisioning of the Product or	
	extent there are no tariff rates, terms	or Service until such time as applicable	
		or rates, terms and conditions are	
	Service in the applicable state, the	nen incorporated into this Agreement as	
	AT&T's purchase of the Product	or set forth in this Section 4.0.	
	Service will be subject to S	BC	
	MISSOURI's current generic contr		
	rates, terms and conditions for	the	
	Product or Service. Further,	if	
	provisioned pursuant to an application		
	<u>SBC</u> <u>MISSOURI</u> tariff or gene		
	contract, either AT&T or SBC Michig		
	may request that this Agreement		
	amended either to (i) adding a point		
	that such product or service will		
	ordered from the SBC MISSOURI ta		
	or generic contract, as the case may		
	or (ii) incorporate by amendment		
	conditions contained in such S		
	MISSOURI tariff or generic contract t		
	are material to a particular product		
	service, including, but not limited to,		
	rates for the selected product or servi		
	and the terms and conditions regarding	<u>g pr</u>	

ŀ	Attachment I.A Detailed Language	Decision Matrix	
DP Issue: Section 1 - General			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
AT&T GT&C 3	ESTABLISHMENT OF	"TBD" ESTABLISHMENT OF "TBD"	
		AT&T OR RATES INADVERT	
	· · ·	ovisions, <b>OMITTED.</b> In the event that	
		or which orders, and SBC MISSOURI pro	
		in this a Product or Service to AT&T for	
		r charge there are terms and conditions	
		"To Be Agreement but the rate, price o	
		therwise in this Agreement is noted as	
	specified as a product or ser	vice for Determined" or "TBD", a	dash, a
	which the price will be determine	ned at a blank, is otherwise specifie	d as a
	future date , the Parties underst	and and product or service for which t	he price
	agree that if and when a rate,	price or will be determined at a future dat	te or for
	charge is established by	SBC which a rate was inadv	ertently
	MISSOURI for that Product or	Service omitted, the Parties understa	and and
	and incorporated into SBC MIS	SOURI's agree that if and when a rate,	price or
	current state-specific generic	pricing charge is established by	SBC
		s CLEC MISSOURI for that Product or	Service
		charge(s) and incorporated into SBC MIS	
		e") shall current state-specific generic	
		Service schedule as published on SBC'	1 0
	provided under	this website, that rate(s), price(s) or c	
	Agreement, retroactively for the	e period (collectively, "Established Rate	e ()
		pursuant apply to the Product or	
	to Attachment 28, as to any		this
		SSOURI Agreement, retroactively for the	
		Service. of time allowed for back billing	
		written to Attachment 28, as to any	1
		on of the AT&T submitted and SBC MIS	
		shall ne provisioned for that Product or S	
	Established Rate, and the Parties	shan neg provisioned for that Product or S	

-	Attachment I.A Detailed Language Decision	I WALLIX	
D locus Section 4 Constal	Terms and Conditions		
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
AT&T GTC 7	tariff a product or service that is available in its Agreement, provided tha (1) if ordered from the tariff the terms conditions and rates of the applicable tariff shall apply to such product of service, and (2) either AT&T or SBC MISSOURI may request that the ICA be amended to remove the rates, terms and conditions associated with the product of service it is ordering from the tariff and either (i) adds a pointer stating that such product will be ordered from the tariff or (ii) incorporate by amendment the conditions contained in such tariff that are material to the particular tariff offering, including, but not limited to the rates for the selected product of service, and the terms and condition regarding provisioning. Similarly, this Section does not impair SBC MISSOURI's right to file tariffs nor does it impair SBC MISSOURI's right to file tariffs proposing new products and services and changes in the prices, term and conditions of existing products and services, including discontinuance of	MISSOURI's right to file tariffs nor does it impair SBC MISSOURI's right to file tariffs proposing new products and services and changes in the prices, terms and conditions of existing products and services, including discontinuance or grandfathering of existing features or services, of any telecommunications services that SBC MISSOURI provides C or hereafter provides to AT&T under this Agreement pursuant to the provision of Attachment 1: Resale, nor does it dimpair AT&T's right to contest such	consistent with Arbitrator's Report

ļ	Attachment I.A Detailed Language Decision	Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
MCI GT&C 10	If SBC MISSOURI has approved tariffs	Except as may be provided in	MCI's language is most
	on file for interconnection or wholesale	Appendix Pricing, the Parties agree	consistent with Arbitrator's
	services, MCIm may purchase services		Report
	from SBC MISSOURI from this	this Agreement will not be superceded	
	interconnection agreement, the approved		
	tariffs or both in MCIm's sole discretion.		
		absent Commission order to the	
		contrary. The Parties agree that	
		MCIm is not precluded from ordering	
		products and services available under	
		any effective SBC MISSOURI tariff	
		or any tariff that SBC MISSOURI	
		may file in the future provided that	
		MCIm satisfies all conditions	
		contained in such tariff and provided	
		that the products and services are not	
		already available under this	
		Agreement. (In which case MCIm may	
		incorporate such products and	
		services including legitimately related	
		rates, terms and conditions by	
		amendment into this Agreement). If	
		MCIm chooses to order products or	
		services under an SBC MISSOURI	
		tariff, it is bound by all applicable	
		terms and conditions of the tariff and	
		shall not seek to apply terms and	
		conditions of this Agreement to the	
		items it orders from the tariff. MCIm	
CC GT&C 15	37.0 Tariff References	37.0 Tariff References	no apparent dispute

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
•	37.1 Intentionally Omitted	37.1 To the extent a tariff provision	
		or rate is incorporated or otherwise	consistent with Arbitrator's
		applies between the Parties due to the	
		provisions of this Agreement, it is	
		understood that any changes to said	
		tariff provision or rate are also	
		automatically incorporated herein or	
		otherwise hereunder, effective	
		hereunder on the date any such	
		change is effective.	
	<b>37.2</b> Wherever the term "Customer" i	s 37.2 Wherever the term "Customer" is	No apparent dispute
		Cused in connection with SBC	
	MISSOURI's retail tariffs, the terr	n MISSOURI's retail tariffs, the term	
		e "Customer" means the ultimate	
	"consumer" or the end user of an	y "consumer" or the "End User" of any	
	tariffed service.	tariffed service.	
Charter GT&C 22	-	or 2.5.1 To the extent a tariff provision or	
		s rate is incorporated or otherwise applies	
	between the Parties due to the provision	s between the Parties due to the provisions	Report
	of this Agreement, it is understood that	of this Agreement, it is understood that	
Navigator GT&C 16	66. AMENDMENTS AND	66. AMENDMENTS AND	no apparent dispute
	MODIFICATIONS	MODIFICATIONS	

P Issue: Section 1 - General LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	66.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission; SBC MISSOURI and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is	66.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission; and such amendment will not require refunds, true-up or retroactive crediting or debiting prior to the approval of the Amendment. SBC MISSOURI and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.	SBC's language is most consistent with Arbitrator's Report

Attac	hment I.A Detailed Language Decision	Matrix	
DP Issue: Section 1 - General Terr	ns and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Charter GT&C 27b	4.9.1.1 <u>Neither Party</u> may assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non- affiliated third party without the prior written consent of <u>the other Party</u> , which	4.9.1.1 <b>CLEC</b> may <b>not</b> assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non- affiliated third party without the prior written consent of <b>SBC-13STATE</b> . Any attempted assignment or transfer that is not permitted is void <i>ab initio</i> .	consistent with Arbitrator's Report

DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance writter notice of such assignment or transfer to SBC-13STATE; provided that such assignment or transfer is not inconsisten with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission	SCLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to SBC-13STATE; provided that such tassignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and	SBC's language is not consistent with Arbitrator's Report

, , , , , , , , , , , , , , , , , , ,	Attachment I.A Detailed Language Decisio	n Matrix	
OP Issue: Section 1 - General	Torms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
<b>-</b>		or 4.9.3.1 Any assignment or transfer of	
		than Agreement associated with the	
		"transfer or acquisition of "assets"	
	provisioned under that Agreement, when	re provisioned under that Agreement,	
	the OCN/ACNA formerly assigned t	o where the OCN/ACNA formerly	r
	such "assets" is changing constitutes	a assigned to such "assets" is changing	
	CLEC Company Code Change. For th	e constitutes a CLEC Company Code	
	purposes of Section 4.9.3.1, "assets	S" Change. For the purposes of Section	L
	means any Interconnection, Resal	le 4.9.3.1, "assets" means any	r
	Service, Lawful Unbundled Networ	k Interconnection, Resale Service, Lawful	
		or Unbundled Network Element, function,	
		t. facility, product or service provided	
	-	th under that Agreement. CLEC shall	
	- · · · · · ·	e provide SBC-13STATE with ninety (90)	
		nt calendar days advance written notice of	
		le any assignment associated with a CLEC	
	•	's Company Code Change and obtain SBC-	
		ot 13STATE's consent. SBC-13STATE	
		a shall not unreasonably withhold consent	
		e; to a CLEC Company Code Change;	
	-	's provided, however, SBC-13STATE's	
		le consent to any CLEC Company Code	
		y Change is contingent upon cure of any	
		doutstanding charges owed under this	
		d Agreement and any outstanding charges	
		e associated with the "assets" subject to	
	•	by the CLEC Company Code Change. In	
	Code Change.	addition, CLEC acknowledges that	
		CLEC may be required to tender	
		additional assurance of payment if req	u la

	Attachment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		4.9.4.1 Any assignment or transfer of any	
	Interconnection, Resale Service, Lawfu	I Interconnection, Resale Service, Lawful	consistent with Arbitrator's
	Unbundled Network Element, function	, Unbundled Network Element, function,	Report
	facility, product or service provisioned	facility, product or service provisioned	
	pursuant to this Agreement without the	e pursuant to this Agreement without the	
	transfer or the assignment of thi	stransfer or the assignment of this	
	Agreement shall be deemed a CLEC to	Agreement shall be deemed a CLEC to	
	CLEC Mass Migration. The CLEC that	t CLEC Mass Migration. The CLEC that	
	is a Party to this Agreement shall provide	e is a Party to this Agreement shall provide	
	SBC-13STATE with ninety (90	) SBC-13STATE with ninety (90)	
	calendar days advance written notice o	f calendar days advance written notice of	
	any CLEC to CLEC Mass Migration.	any CLEC to CLEC Mass Migration.	
	CLEC's written notice shall include the	e CLEC's written notice shall include the	
	anticipated effective date of the	e anticipated effective date of the	
		gassignment or transfer. The acquiring	
	CLEC must cure any undisputed	<u>d</u> CLEC must cure any outstanding charges	
		associated with any Interconnection,	
	Interconnection, Resale Service, Lawfu	l Resale Service, Lawful Unbundled	L
		, Network Element, function, facility,	
		e product or service to be transferred. In	
	transferred.	addition, the acquiring CLEC may be	
		required to tender additional	
		assurance of payment if requested	
		under the terms of the acquiring	
		CLEC's agreement.	
Charter GT&C 27c	language above	language above	
C GT&C 5b	5.0 Assignment	5.0 Assignment	no apparent dispute
	5.1.1 Assignment of Contract	5.1.1 Assignment of Contract	no apparent dispute

Attac	hment I.A Detailed Language Decision	Matrix	
DP Issue: Section 1 - General Tern	ns and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	obligations hereunder, whether by operation of law or otherwise, to a non- affiliated third party without the prior written consent of SBC MISSOURI. Any attempted assignment or transfer that is	transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non- affiliated third party without the prior written consent of SBC MISSOURI.	

F F	Attachment I.A Detailed Language Decision	Matrix	
Diaguas Castian 4 Concert	Tarma and Canditiana		
OP Issue: Section 1 - General CLEC/Group DPL Issue #		SBC Language	Arbitrator's Position
CLEC/Group DPL Issue #	Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance writter notice of such assignment or transfer to SBC MISSOURI; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a separate agreement with SBC MISSOURI under Sections 251 and 252 of the Act. Any attempted	5.1.1.2 CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to SBC MISSOURI; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a	

Att	achment I.A Detailed Language Decision	Matrix	
DP Issue: Section 1 - General Te CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	5.3 In the event that either Party makes		The CLEC Coalition's
	any corporate name change (including		language is most consisten
	addition or deletion of a d/b/a), change		with the Arbitrator's Report
	in OCN/AECN, or makes or accepts a		
	transfer or assignment of interconnection		
	trunks or facilities (including leased		
	facilities), or a change in any other		
	company identifier (collectively, an		
	"OCN/Name Change"), the changing		
	Party shall submit written notice to other		
	Party within thirty (30) calendar days of		
	the first action taken to implement such		
	OCN/Name Change. A Party may make		
	one (1) OCN/Name Change in any		
	twelve (12) month period without charge		
	by the Other Party for updating its		
	databases, systems, and records solely to		
	reflect such OCN/Name Change. This		
	section does not apply to the repair		
	and/or operator services announcement		
	recordings, where the Parties shall pay		
	the applicable charges outlined in the		
	Pricing Appendix associated with		
	recording and otherwise updating any		
	branding or announcement(s), and		
	applicable service order charges. In the		
	event of any other OCN/AECN Change		
	the Parties agree that at such time as a Pa	4	

/	Attachment I.A Detailed Language	e Decision Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		5.12.1 Any assignment or transfer	
		an Agreement wherein only the CLE	
		name is changing, and which does n	
		include a change to a CLE	
		OCN/ACNA, constitutes a CLE	
		Name Change. For a CLEC Nam	
		Change, CLEC will incur a reco	
		order charge for each CLEC CAR	
		BAN. For resale or any other produc	
		not billed in CABS, to the extent	a
		record order is available, a reco	rd
		order charge will apply per end us	er
		record. Rates for record orders a	re
		contained in the Appendix Pricin	g,
		Schedule of Prices. CLEC shall al	so
		submit a new Operator Servi	ce
		Questionnaire (OSQ) to update an	ıy
		OS/DA Rate Reference information	)n
		and Branding pursuant to the rat	es
		terms and conditions of Appendic	es
		Resale and UNE, as applicable, at the	he
		rates specified in the Append	
		Pricing, Schedule of Prices to th	is
		5.1.3 Company Code Change	

<i>F</i>	Attachment I.A Detailed Language	e Decision Matrix	
P Issue: Section 1 - General	Terms and Conditions		
LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		5.1.3.1 Any assignment or transfer or	f SBC's language is
			t consistent with the
		associated with the transfer of	Arbitrator's Report.
		acquisition of "assets" provisioned	I
		under that interconnection agreement	,
		where the OCN/ACNA formerly	7
		assigned to such "assets" is changing	J
		constitutes a CLEC Company Code	9
		Change. For the purposes of Section	1
		5.1.3.1, "assets" means any	7
		Interconnection, Resale Service	,
		unbundled Network Element	,
		function, facility, product or service	2
		provided under that interconnection	1
		agreement. CLEC shall provide SBC	2
		<b>MISSOURI</b> with ninety (90) calendar	r
		days advance written notice of any	7
		assignment associated with a CLEC	2
		Company Code Change and obtain	1
		SBC MISSOURI's consent. SBC	
		MISSOURI shall not unreasonably	7
		withhold consent to a CLEC Company	
		Code Change; provided, however	
		SBC MISSOURI's consent to any	/
		CLEC Company Code Change is	8
		contingent upon cure of any	
		outstanding charges owed under this	
		Agreement and any outstanding	-
		charges associated with the "assets'	
		subject to the CLEC Company Code	9
		Change. In addition, CLEC	

	Attachment I.A Detailed Language	e Decision Matrix	
Discuss Section 1. Conorol	Tarma and Canditiana		
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
			y SBC's language is most
		Code Change, CLEC must submit	
			e Report
		OCN/ACNA for each end user recor	-
		and/or a service order for each circu	it
		ID number, as applicable. CLEC sha	m
		pay the appropriate charges for eac	h
		service order submitted to accomplis	sh
		a CLEC Company Code Change; suc	h
		charges are contained in the Append	ix
		Pricing, Schedule of Prices.	ín –
		addition, CLEC shall submit a ne	w
		OSQ to update any OS/DA Ra	
		Reference information and Brandin	8
		pursuant to the rates terms an	
		conditions of Appendices Resale an	
		UNE, as applicable, at the rate	
		specified in the Appendix Pricin	
		Schedule of Prices to this Agreemen	
		In addition, CLEC shall pay any an	
		all charges required for re-stencilin	
		re-engineering, changing locks, ne	
		signage and any other work necessar	-
		with respect to Collocation, a determined on an individual cas	
		determined on an individual cas	se
			y SBC's language is
			e, consistent with the
			t, Arbitrator's Report.
		function, facility, product or service.	

A	Attachment I.A Detailed Language	e Decision Matrix	
P Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		5.1.4.1 Any assignment or transfer of	SBC's language is
		any Interconnection, Resale Service,	
		unbundled Network Element	Arbitrator's Report.
		function, facility, product or service	
		provisioned pursuant to this	
		Agreement without the transfer or the	
		assignment of this Agreement shall be	
		deemed a CLEC to CLEC Mass	
		Migration. The CLEC that is a Party	
		to this Agreement shall provide SBC	
		<b>MISSOURI</b> with ninety (90) calendar	
		days advance written notice of any	
		CLEC to CLEC Mass Migration.	
		CLEC's written notice shall include	
		the anticipated effective date of the	
		assignment or transfer. The acquiring	
		CLEC must cure any outstanding	
		charges associated with any	
		Interconnection, Resale Service,	
		unbundled Network Element	
		function, facility, product or service to	
		be transferred. In addition, the	
		acquiring CLEC may be required to	
		tender additional assurance of	
		payment if requested under the terms	
		of the acquiring CLEC's agreement.	

	Attachment I.A Detailed Language	e Decision Matrix	
	<b>T</b>		
OP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		5.1.4.2 Both CLECs involved in any	
		CLEC to CLEC Mass Migration shall	<b>3 3</b>
		comply with all Applicable Law	
		relating thereto, including but not	
		limited to all FCC and state	
		Commission rules relating to notice(s)	
		to end users. The acquiring CLEC	
		shall be responsible for issuing all	
		service orders required to migrate any	
		Interconnection, Resale Service,	
		unbundled Network Element,	
		function, facility, product or service	
		provided hereunder. The appropriate	
		service order charge or administration	
		fee (for interconnection) will apply as	
		specified in the Appendix Pricing,	
		Schedule of Prices to the acquiring	
		CLEC's interconnection agreement.	
		The acquiring CLEC shall also submit	
		a new OSQ to update any OS/DA Rate	
		<b>Reference information and Branding</b>	
		pursuant to the rates terms and	
		conditions of Appendices Resale and	
		UNE, as applicable, at the rates	
		specified in the Appendix Pricing,	
		Schedule of Prices to the acquiring	
		CLEC's agreement. In addition, the	
		acquiring CLEC shall pay any and all	
		charges required for re-stenciling, re-	
		engineering, changing locks, new	
		5.1.5 Project Coordination	

LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		5.1.5.1 SBC MISSOURI will provide	SBC's language is
		project management support to	consistent with the
		effectuate changes of the types	Arbitrator's Report.
		identified in Sections 5.1.2, 5.1.3, and	
		5.1.4.	
		5.1.5.2 SBC MISSOURI will provide	
		project management support to	
		minimize any possible service outages	Arbitrator's Report.
		during any CLEC to CLEC Mass	
		Migration. Should SBC MISSOURI's	
		most current version of LSOR or	
		ASOR guidelines not support the	
		required order activity, SBC	
		MISSOURI will issue service orders at	
		the manual rate, as specified in the	
		Appendix Pricing, Schedule of Prices	
		to this Agreement, based upon type of	
		service provided, and on the condition	
		that CLEC provides to SBC	
		<b>MISSOURI</b> any and all information	
		SBC MISSOURI reasonably requests	
		to effectuate such changes.	

At	tachment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - General T	erms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
MCI GT&C 3	6.2 Either Party may make one (1) name	6.2 Any assignment or transfer of an	SBC language is most
	change in any twelve (12) month period	Agreement wherein only MCIm's	consistent with Arbitrator's
	without charge by the other Party for	name is changing, and which does not	Report
	updating that Party's databases, systems	include a change to MCIm's	
	and records solely to reflect such name	OCN/ACNA, constitutes a MCIm	
	change. In the event of any other name	Name Change. For a MCIm Name	
	change, each Party reserves the right to	Change, MCIm will incur a record	
	seek recovery of its reasonable and	order charge for each MCIm CABS	
	demonstrable costs associated with	BAN. For resale or any other	
	updating its applicable databases,	products not billed in CABS, a record	
	systems and records to reflect the name	order charge will apply per end user	
	change.	record. Rates for record orders are	
		contained in Appendix Pricing.	
	6.5 Intentionally Omitted	6.5 Company Code Change	SBC language is most consistent with Arbitrator's Report

<i>H</i>	Attachment I.A Detailed Language	e Decision Matrix	
P Issue: Section 1 - General LEC/Group DPL Issue #	Terms and Conditions CLEC Language	SBC Language	Arbitrator's Position
		6.5.1 Any assignment or transfer	SBC's language is
		of an Agreement associated with the	consistent with the
		transfer or acquisition of "assets"	Arbitrator's Report.
		provisioned under that Agreement,	
		where the OCN/ACNA formerly	
		assigned to such "assets" is changing	
		constitutes a MCIm Company Code	
		Change. For the purposes of Section	
		6.5.1, "assets" means any	
		Interconnection, Resale Service,	
		Unbundled Network Element,	
		function, facility, product or service	
		provided under that Agreement.	
		MCIm shall provide SBC MISSOURI	
		with ninety (90) calendar days	
		advance written notice of any	
		assignment associated with a MCIm	
		<b>Company Code Change and obtain</b>	
		SBC MISSOURI's consent. SBC	
		MISSOURI shall not unreasonably	
		withhold consent to a MCIm	
		Company Code Change; provided,	
		however, SBC MISSOURI's consent	
		to any MCIm Company Code Change	
		is contingent upon cure of any	
		outstanding charges owed under this	
		Agreement and any outstanding	
		charges associated with the "assets"	
		subject to the MCIm Company Code	
		Change. In addition, MCIm	
		acknowledges that MCIm may be	

ŀ	Attachment I.A Detailed Language De	ecision Matrix	
P Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		6.5.2 For any MCIm Company	SBC's language is
		Code Change, MCIm must submit a	consistent with the
		service order changing the	Arbitrator's Report.
		OCN/ACNA for each end user record	
		and/or a service order for each circuit	
		ID number, as applicable. MCIm	
		shall pay the appropriate charges for	
		each service order submitted to	
		accomplish a MCIm Company Code	
		Change; such charges are contained in	
		Appendix Pricing. In addition, MCIm	
		shall submit a new OSQ to update any	
		<b>OS/DA Rate Reference information</b>	
		and Branding pursuant to the rates	
		terms and conditions of Appendices	
		Resale and UNE, as applicable, at the	
		rates specified in Appendix Pricing.	
		In addition, MCIm shall pay any and	
		all charges required for re-stenciling,	
		re-engineering, changing locks and	
		any other work necessary with respect	
		to Collocation, as determined on an	
		individual case basis.	
	6.6 Intentionally Omitted	6.6 Assignment of any	SBC's language is
		Interconnection, Resale Service,	consistent with the
		Unbundled Network Element,	Arbitrator's Report.
		function, facility, product or service.	

ŀ	Attachment I.A Detailed Language	e Decision Matrix	
P Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		6.6.1 Any assignment or transfer	SBC's language is
		of any Interconnection, Resale	consistent with the
		Service, Unbundled Network Element,	Arbitrator's Report.
		function, facility, product or service	
		provisioned pursuant to this	
		Agreement without the transfer or the	
		assignment of this Agreement shall be	
		deemed a CLEC to CLEC mass	
		migration. MCIm shall provide SBC	
		MISSOURI with ninety (90) calendar	
		days advance written notice of any	
		CLEC to CLEC mass migration.	
		MCIm's written notice shall include	
		the anticipated effective date of the	
		assignment or transfer. MCIm must	
		cure any outstanding charges	
		associated with any Interconnection,	
		<b>Resale Service, Unbundled Network</b>	
		Element, function, facility, product or	
		service to be transferred. In addition,	
		MCIm may be required to tender	
		additional assurance of payment if	
		requested under the terms of this	
		a ano ant	

	Attachment I.A Detailed Language	e Decision Matrix	
P Issue: Section 1 - General	Terms and Conditions		
LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
•		6.6.2 Both CLECs involved in any	SBC's language is
		CLEC to CLEC mass migration shall	consistent with the
		comply with all Applicable Law	Arbitrator's Report.
		relating thereto, including but not	
		limited to all FCC and state	
		<b>Commission rules relating to notice(s)</b>	
		to end users. MCIm shall be	
		responsible for issuing all service	
		orders required to migrate any	
		Interconnection, Resale Service,	
		Unbundled Network Element,	
		function, facility, product or service	
		provided hereunder. The appropriate	
		service order charge or administration	
		fee (for interconnection) will apply as	
		specified in Appendix Pricing. MCIm	
		shall also submit a new OSQ to update	
		any OS/DA Rate Reference	
		information and Branding pursuant to	
		the rates terms and conditions of	
		Appendices Resale and UNE, as	
		applicable, at the rates specified in	
		Appendix Pricing. In addition, MCIm	
		shall pay any and all charges required	
		for re-stenciling, re-engineering,	
		changing locks and any other work	
		necessary with respect to Collocation,	
		as determined on an individual case basis.	
	6.7 Intentionally Omitted	6.7 Project Coordination	<u> </u>

	Attachment I.A Detailed Language Decisior	n Matrix	
DP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
CLEC/Group DPL Issue #		6.7.1 SBC MISSOURI will provide project management support to minimize any possible service outages during any CLEC to CLEC mass migration. Should SBC MISSOURI's most current version of LSOR or ASOR guidelines not support the required order activity, SBC MISSOURI will issue service orders at the manual rate, as specified in Appendix Pricing, based upon the type of service provided, and on the condition that MCIm provides to SBC MISSOURI any and all information SBC MISSOURI reasonably requests to effectuate such changes.	SBC's language is consistent with the Arbitrator's Report.
Navigator GT&C 6	5.0Assignment5.1.1.1Neither party hereto_may notassign or transfer this Agreement or anyrights or obligations hereunder, whetherby operation of law or otherwise, to anon-affiliated third party without theprior written consent of SBC MISSOURthe other Party hereto, which shallconsent shall not be unreasonablywithheld, except as provided herein. Anyattempted assignment or transfer that isnot permitted is void <i>ab initio</i> .	attempted assignment or transfer that is not permitted is void <i>ab initio</i> .	most consistent with Arbitrator's Report (in Issue 3a)
	5.1.2 Corporate Name Change and/or change in "d/b/a" only	5.1.2 Corporate Name Change and/or change in "d/b/a" only	no apparent dispute

ŀ				
DP Issue: Section 1 - General Terms and Conditions				
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position	
	5.1.2.1 Any assignment or transfer of an	5.1.2.1 Any assignment or transfer of an	SBC's language is most	
	Agreement wherein only the CLEC name	Agreement wherein only the CLEC name	consistent with Arbitrator's	
	is changing, and which does not include	is changing, and which does not include	Report	
	a change to a CLEC OCN/ACNA,	a change to a CLEC OCN/ACNA,		
	constitutes a CLEC Name Change. For a	constitutes a CLEC Name Change. For a		
	CLEC Name Change, CLEC will incur a	CLEC Name Change, CLEC will incur a		
	record order charge for each CLEC	record order charge for each CLEC		
	CABS BAN. For resale or any other	CABS BAN. For resale or any other		
	products not billed in CABS, to the	products not billed in CABS, to the		
	extent a record order is available, a	extent a record order is available, a		
	record order charge will apply per Resale	record order charge will apply per end		
	BAN. Rates for record orders are	user record. Rates for record orders are		
	contained in the Appendix Pricing,	contained in the Appendix Pricing,		
	Schedule of Prices. CLEC shall also	Schedule of Prices. CLEC shall also		
	submit a new Operator Service	submit a new Operator Service		
	Questionnaire (OSQ) to update any	Questionnaire (OSQ) to update any		
	OS/DA Rate Reference information and	OS/DA Rate Reference information and		
	Branding pursuant to the rates terms and	Branding pursuant to the rates terms and		
	conditions of Appendices Resale and	conditions of Appendices Resale and		
	UNE, as applicable, at the rates specified	section 251 (c)(3) UNE, as applicable,		
	in the Appendix Pricing, Schedule of	at the rates specified in the Appendix		
	Prices to this Agreement.	Pricing, Schedule of Prices to this		
		Agreement.		
	5.1.3 Company Code Change	5.1.3 Company Code Change	no apparent dispute	

A	Attachment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - General <sup>·</sup> CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	5.1.3.1 Any assignment or transfer of an	5.1.3.1 Any assignment or transfer of an	
	interconnection agreement associated	interconnection agreement associated	
	with the transfer or acquisition of	with the transfer or acquisition of	
	"assets" provisioned under that	"assets" provisioned under that	
	interconnection agreement, where the	interconnection agreement, where the	
	OCN/ACNA formerly assigned to such	OCN/ACNA formerly assigned to such	
	"assets" is changing constitutes a CLEC	"assets" is changing constitutes a CLEC	
	Company Code Change. For the	Company Code Change. For the	
	purposes of Section 5.1.3.1, "assets"	purposes of Section 5.1.3.1, "assets"	
	means any Interconnection, Resale	means any Interconnection, Resale	
	Service, Lawful Unbundled Network	Service, section 251 (c)(3) Unbundled	
	Element, function, facility, product or	Network Element, function, facility,	
	service provided under that	product or service provided under that	
	interconnection agreement. CLEC shall	interconnection agreement. CLEC shall	
	provide SBC MISSOURI with sixty (60)	provide SBC MISSOURI with ninety	
	calendar days advance written notice of	(90) calendar days advance written	
	any assignment associated with a CLEC	notice of any assignment associated with	
	Company Code Change and obtain SBC	a CLEC Company Code Change and	
	MISSOURI's consent. SBC MISSOURI	obtain SBC MISSOURI's consent. SBC	
	shall not unreasonably withhold consent	MISSOURI shall not unreasonably	
	to a CLEC Company Code Change;	withhold consent to a CLEC Company	
	provided, however, SBC MISSOURI's	Code Change; provided, however, SBC	
	consent to any CLEC Company Code	MISSOURI's consent to any CLEC	
	Change is contingent upon cure of any	Company Code Change is contingent	
	outstanding non-disputed charges owed	upon cure of any outstanding charges	
	under this Agreement and any	owed under this Agreement and any	
	outstanding non-disputed charges	outstanding charges associated with the	
	associated with the "assets" subject to	"assets" subject to the CLEC Company	
	the CLEC Company Code Change. In	Code Change. In addition, CLEC	
	addition, CLEC acknowledges that CLEC	acknowledges that CLEC may be require	4
			<u> </u>

ŀ	Attachment I.A Detailed Language Decision	Matrix	
Discuss Section 4. Concert	Tarma and Canditiana		
P Issue: Section 1 - General LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		5.1.4 Assignment of any Interconnection,	
	Resale Service, Unbundled Network	Resale Service, section 251 (c)(3)	
	Element, function, facility, product or	Unbundled Network Element, function,	Arbitrator's Report
	service.	facility, product or service.	
	5.1.4.1 Any assignment or transfer of any	5.1.4.1 Any assignment or transfer of any	Navigator's language is
	Interconnection, Resale Service,	Interconnection, Resale Service, section	most consistent with
	Unbundled Network Element, function,	<b>251 (c)(3)</b> Unbundled Network	Arbitrator's Report
	facility, product or service provisioned	Element, function, facility, product or	
	pursuant to this Agreement without the	service provisioned pursuant to this	
	transfer or the assignment of this	Agreement without the transfer or the	
	Agreement shall be deemed a CLEC to	assignment of this Agreement shall be	
	CLEC Mass Migration. The CLEC that	deemed a CLEC to CLEC Mass	
	is a Party to this Agreement shall provide		
	SBC MISSOURI with thirty 30) calendar	this Agreement shall provide SBC	
	days advance written notice of any	MISSOURI with ninety (90) calendar	
	CLEC to CLEC Mass Migration.	days advance written notice of any	
	CLEC's written notice shall include the	CLEC to CLEC Mass Migration.	
	anticipated effective date of the	CLEC's written notice shall include the	
	assignment or transfer. The acquiring	anticipated effective date of the	
	CLEC must cure any outstanding non-	assignment or transfer. The acquiring	
	disputed charges associated with any	CLEC must cure any outstanding charges	
	Interconnection, Resale Service,	associated with any Interconnection,	
	Unbundled Network Element, function,	Resale Service, section 251 (c)(3)	
	facility, product or service to be	Unbundled Network Element, function,	
	transferred. In addition, the acquiring	facility, product or service to be	
	CLEC may be required to tender	transferred. In addition, the acquiring	
	additional assurance of payment if	CLEC may be required to tender	
	requested under the terms of the	additional assurance of payment if	
	acquiring CLEC's agreement.	requested under the terms of the	
		acquiring CLEC's agreement.	

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Wiltel GT&C 7	4.8.2.1 Any assignment or transfer of an Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA constitutes a CLEC Name Change. <u>There shall be no record or other charge</u>	4.8.2.1 Any assignment or transfer of an Agreement wherein only the CLEC name is changing, and which does not include , a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change. For e a CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For resale or any other products not billed in CABS, to the extent a record order is available, a record order charge will apply per end user record. Rates for record orders are contained in the Appendix Pricing, Schedule of Prices. CLEC shall also submit a new Operator Service Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement.	consistent with Arbitrator's Report

Attacl	hment I.A Detailed Language Decision	Matrix	
/	Englage Decision		1
DP Issue: Section 1 - General Term	ns and Conditions		
	CLEC Language	SBC Language	Arbitrator's Position
		4.8.3.2 For any CLEC Company Code	
		Change, CLEC must submit a service	• •
	order changing the OCN/ACNA for each	order changing the OCN/ACNA for each	Report
	end user record and/or a service order	end user record and/or a service order	
	for each circuit ID number, as	for each circuit ID number, as	
	applicable. There shall be no record or	applicable. CLEC shall pay the	
		appropriate charges for each service	
	CLEC Company Code Change., Unless	order submitted to accomplish a	
	contrary to the rules of the Commission	CLEC Company Code Change; such	
		charges are contained in the Appendix	
	pay any <u>reasonable</u> out-of-pocket	Pricing, Schedule of Prices. In	
	charges required for re-stenciling, re-	addition, CLEC shall submit a new	
		OSQ to update any OS/DA Rate	
		Reference information and Branding	
	Collocation, as determined on an	pursuant to the rates terms and	
	individual case basis.	conditions of Appendices Resale and	
		Lawful UNE, as applicable, at the	
		rates specified in the Appendix	
		Pricing, Schedule of Prices to this	
		Agreement. In addition, , CLEC shall	
		pay any and all charges required for re-	
		stenciling, re-engineering, changing	
		locks and any other work necessary with	
		respect to Collocation, as determined on	
		an individual case basis.	
AT&T GT&C 4	5.1 Assignment of Contract	5.1 Assignment of Contract	no apparent dispute

DP Issue: Section 1 - General T			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	5.1.1 <u>Neither AT&amp;T nor SB</u>	C 5.1.1 AT&T may not assign or	AT&T's language is most
	MISSOURI may assign or transfe	er transfer (whether by operation of law or	consistent with Arbitrator's
	(whether by operation of law of	or otherwise) this Agreement (or any rights	Report
	otherwise) this Agreement (or any right	ts or obligations hereunder) to a non-	
	or obligations hereunder) to a nor	n-affiliate third person without the prior	
	affiliate third person without the price	or written consent of SBC MISSOURI,	
	written consent of the other Party, whic	h which consent shall not be unreasonably	
	consent shall not be unreasonabl	y withheld, conditioned or delayed. A	
	withheld, conditioned or delayed. An	y attempted assignment or transfer that is	
	attempted assignment or transfer that		
	not permitted is void ab initio.		
	1		

	Attachment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - Genera CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		y 5.1.2 AT&T may assign or transfer this	
		s Agreement to its Affiliate(s) or a Third	
		Party by providing the SBC MISSOURI	
		) written notice sixty (60) calendar days	
		tprior to such assignment or transfer;	
	or transfer; provided such assignment i	s provided such assignment is not	
	not inconsistent with Applicable Law	vinconsistent with Applicable Law	
	(including the Affiliate's obligation to	o (including the Affiliate's obligation to	
	obtain any required Commission	n obtain any required Commission	
	certification and approvals) or the term	s certification and approvals) or the terms	
	and conditions of this Agreement	and conditions of this Agreement.	
		Notwithstanding the foregoing, AT&T	
		s may not assign or transfer this	
		s Agreement (or any rights or obligations	
		d hereunder) to its Affiliate(s) or any Third	
		s Party if that Affiliate(s) or Third Party is	
		a party to a separate agreement with SBC	
		2 MISSOURI under Sections 251 and 252	
		r of the Act. Any attempted assignment or	
	•	t transfer of this Agreement that is not	
		e expressly permitted or allowed shall be	
	void.	void.	
		1 1	
Charter GT&C 27a	language above	language above	Miltolia languaga ia maat
Wiltel GT&C 8		4.8.3.1 Any assignment or transfer of an	
	-	r Agreement associated with the transfer	
		d or acquisition of "assets" provisioned e under that Agreement, where the	
		OCN/ACNA formerly assigned to such	
Subpoint D: Billing			
CC GT&C 7a	9.0 Payment of Rates and Charges	9.0 Payment of Rates and Charges	no apparent dispute

Ą	ttachment I.A Detailed Language Decis	ion Matrix	
DP Issue: Section 1 - General <sup>-</sup> CLEC/Group DPL Issue #	Ferms and Conditions CLEC Language	SBC Language	Arbitrator's Position
	9.1 Except as otherwise specific provided elsewhere in this Agreem the Parties will pay all <u>undisputed</u> ra and charges due and owing under Agreement within <u>forty-five (45)</u> of receipt of an invoice prop- delivered according to the prim medium defined by CLEC. Except	ally 9.1 Except as otherwise specifically ent, provided elsewhere in this Agreement, ates the Parties will pay all rates and charges this due and owing under this Agreement day within thirty (30) days from the date erly of the invoice. For purposes of this mary Agreement, the "Bill Due Date" shall as be defined to mean thirty (30) this calendar days from the date of the ices invoice	The CLEC Coalition's language is most consister with Arbitrator's Report
		9.2 If CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to SBC MISSOURI as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge will be assessed as provided in Sections 9.2.1 and 9.2.2, as applicable.	consistent with Arbitrator's Report

A	Attachment I.A Detailed Language	e Decision Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		9.2.1 If any charge incurred under this	
		Agreement that is billed out of any	
		SBC MISSOURI billing system other	
		than the SBC MISSOURI Customer	
		<b>Records Information System (CRIS</b>	
		becomes Past Due, the unpaid	
		amounts shall bear interest from the	
		day following the Bill Due Date unti	I
		the day paid at the lesser of (i) the rate	2
		used to compute the Late Paymen	t
		Charge in the SBC MISSOUR	E Contraction of the second seco
		intrastate access services tariff in that	t
		state and (ii) the highest rate of	f
		interest that may be charged under	•
		Applicable Law, The application of	f
		interest (at the rate set forth in the	<u>b</u>
		preceding sentence) to any Past Due	<u>b</u>
		charge incurred under this Agreemen	t
		that is billed out of any SBC	х -
		<b>MISSOURI</b> billing system other than	
		SBC MISSOURI' CRIS will comply	7
		with the process set forth in the SBC	
		<b>MISSOURI</b> intrastate access services	š
		tariff.	

ŀ	Attachment I.A Detailed Language	Decision Matrix	
DP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language Arbitrator's Po	sition
		9.2.2 If any charge incurred under this SBC's language	is not
		Agreement that is billed out of SBC consistent with	Arbitrator's
		MISSOURI' CRIS is Past Due, a late Report	
		payment charge calculated as specified	
		in Section 20.7.1 of SBC MISSOURI'	
		General Exchange Tariff will be	
		assessed on any Past Due Missouri	
		balance, provided, however, the late	
		payment charge shall not be applied to	
		any balance to which the late payment	
		charge was applied in a previous	
		hilling.	
		9.2.3 All billing disputes between the no apparent disp	pute
		Parties shall be governed by this Section	
		and Section XX.	

<i>F</i>	Attachment I.A Detailed Language	e Decision Matrix	
Discuss Section 1. Concerd	Terms and Conditions		
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		9.3 The Parties shall make al	
		payments to one another via electronic	
		funds credit transfers through the	
		Automated Clearing House	
		Association (ACH) network to the	
		financial institution designated by	
		each Party. Remittance information	
		will be communicated together with	1
		the funds transfer via the ACH	ſ
		network. The Parties must use the	2
		CCD+ or the CTX transaction set	
		The Parties will abide by the National	
		Automated Clearing House	2
		Association (NACHA) Rules and	1
		Regulations. Each ACH credit	t
		transfer must be received by the	<u>b</u>
		Billing Party no later than the Billing	
		Due Date of each bill or Late Payment	t
		Charges will apply. Neither Party will	
		be liable for any delays in receipt of	f
		funds or errors in entries caused by	7
		the other Party or Third Parties	,
		including the Paying Party's financial	
		institution. Each Party is responsible	à
		for its own banking fees.	

<i>I</i>	Attachment I.A Detailed Language	e Decision Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	Terms and Conditions CLEC Language	SBC Language Arbitrator's Position	
CLEC/Group DPL ISsue #		9.3.1 Processing of payments not made SBC's language is not	
		via electronic funds credit transfers consistent with Arbitrato	or's
		through the ACH network may be Report	
		delayed. Each Party will be	
		responsible for any Late Payment	
		Charges resulting from that Party's	
		failure to use electronic funds credit	
		transfers through the ACH network.	

	Attachment I.A Detailed Language	e Decision Matrix	
DP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		9.4 If any portion of an amoun	t To the extent that it include
		due to a Party (the "Billin	g the escrow requirement,
		Party") under this Agreement	SBC's language is not
		subject to a bona fide disput	e Report
		between the Parties, the Part	•
		billed (the "Non-Paying Party"	?)
		must, prior to the Bill Due Date	·
		give written notice to the Billin	
		Party of the amounts it dispute	0
		("Disputed Amounts") an	
		include in such written notic	e
		the specific details and reason	S
		for disputing each item that i	
		listed in Section 13 . The Nor	
		Paying Party should utilize an	
		existing and preferred form provide	
		by the Billing Party to provide writte	
		notice of disputes to the Billing Part	
		The Non-Paying Party must pa	
		when due: (i) all undispute	
		amounts to the Billing Party	
		and (ii) those disputed amount	
		that are required to be paid int	
		escrow pursuant to Section 9 o	
		this Agreement, which must b	
		deposited into an interest bearin	g
		escrow account with a Third	

/	Attachment I.A Detailed Language	e Decision Matrix	
P Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		9.4.1 The financial institution S	SBC's language is not
		proposed as the <u>Th</u> ird <u>Pa</u> rt	consistent with Arbitrator's
		escrow agent must be located	Report
		within the continental United	
		States;	
		9.4.2 The financial institution S	SBC's language is not
		proposed as the Third Pa rt <sup>C</sup>	consistent with Arbitrator's
		escrow agent may not be an	Report
		Affiliate of either Party; and	
		9.4.3 The financial institution S	SBC's language is not
		proposed as the Third Pa rt <sup>C</sup>	consistent with Arbitrator's
		escrow agent must be	Report
		authorized to handle Automatic	
		Clearing House (ACH) (credit	
		transactions) (electronic funds)	
		transfers.	
		9.4.4 In addition to the <sup>S</sup>	BC's language is not
		foregoing requirements for the	consistent with Arbitrator's Report
		Third Party escrow agent, the	Report
		Non-Paying Party and the	
		financial institution proposed as	
		the <u>Th</u> ird <u>Pa</u> rty escrow agent	
		must agree in writing furnished to	
		the Billing Party that the escrow	
		account will meet all of the	
		following criteria:	

/	Attachment I.A Detailed Language	e Decision Matrix	
DP Issue: Section 1 - General		SPC Language	Arbitrator's Position
CLEC/Group DPL Issue #	CLEC Language	must he an interest hearing	SBC's language is not consistent with Arbitrator's Report
		9.4.4.3 That none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the <u>Third Party</u> escrow agent;	consistent with Arbitrator's Report
		9.4.4.4 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and	consistent with Arbitrator's Report
		9.4.4.5 Disbursements from the escrow account shall be limited to those:	SBC's language is not consistent with Arbitrator's Report

ŀ	Attachment I.A Detailed Language	e Decision Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		9.4.4.5.1 authorized in writing by both the Non-Paying Party and the Billing Party (that is signature(s) from representative(s) of the Non- Paying Party only are no sufficient to properly authorize any disbursement); or	r consistent with Arbitrator's Report I
		9.4.4.5.2 made in accordance with the final, non-appealable order of the Arbitrator's appointed pursuant to the provisions of Section 11.7; or	consistent with Arbitrator's Report
		9.4.4.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the Arbitrator's's award pursuan to Section 9.7.	consistent with Arbitrator's Report
		9.5 Disputed Amounts in escrow shall <u>not</u> be subject to late payment charges as set forth in Section 9.2	SBC's language is not consistent with Arbitrator's Report

1	Attachment I.A Detailed Language	Decision Matrix	
P Issue: Section 1 - General	Terms and Conditions		
LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
			<pre>uted SBC's language is</pre>
			in consistent with the
		<u>accordance</u> <u>with</u> <u>the</u> <u>procedu</u>	
		<u>identified</u> <u>in</u> <u>the</u> <u>Dispute</u> <u>Resolu</u>	
		provisions set forth in paragraph 1	
		9.7 If the Non-Paying Pa	rty SBC's language is most
		disputes any charges and a	any consistent with the
		portion of the dispute	is Arbitrator's Report.
		resolved in favor of such N	on-
		Paying Party, the Parties sl	nall
		cooperate to ensure that all	of
		the following actions	are
		completed <u>:</u>	
		9.7.1 the Billing Party shall cr	edit SBC's language is most
		the invoice of the Non Desying D.	consistent with the
		for that portion of the Dispu	ated Arbitrator's Report.
		Amounts resolved in favor of the N	Non
		Paying Party, together with any I	Late
		Payment Charges assessed w	
		respect thereto, no later than	the
		second Bill Due Date after resolu	tion
		of the Dispute:	

/	Attachment I.A Detailed Language	e Decision Matrix	
DP Issue: Section 1 - General	Tormo and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		9.7.1.1 within ten (10) Business days after resolution of the Dispute, the portion of the escrowed Disputed Amount resolved in favor of the Non Paying Party shall be released to the Non-Paying Party together with any accrued interest thereon;	SBC's language is not consistent with Arbitrator's Report
		9.7.1.2 within ten (10) Business days after resolution of the Dispute, the portion of the escrowed Disputed Amount resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon; and	e consistent with Arbitrator's Report 8 8 9 9

/	Attachment I.A Detailed Language	e Decision Matrix	
OP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		9.7.1.3 no later than the third Bill Due	To the extent that it include
		Date after resolution of the dispute	the escrow requirement,
		the Non-Paying Party will pay the	SBC's language is not
		Billing Party the difference between	
		the amount of accrued interest the	Report
		Billing Party received from the escrow	r
		disbursement and the amount of Late	
		Payment Charges the Billing Party is	5
		entitled to receive pursuant to Section	
		9.2	
		9.8 If the Non-Paying Party disputes	
		any charges and the entire dispute is	
		resolved in favor of the Billing Party	Arbitrator's Report.
		the Parties will cooperate to ensure	
		that all of the actions required by	
		Section 8.7.1.1 and Section 8.7.1.3 are	
		completed within the times specified	l
		therein.	
		<u>9.9</u> Failure by the Non-	SBC's language is most
		Paying Party to pay any	consistent with the
		charges determined to be owed	I Arbitrator's Report
		to the Billing Party within the	
		times specified in Section 11.7	,
		shall be grounds for termination of the	
		Interconnection, Resale Services	
		unbundled Network Elements	,
		Collocation, functions, facilities	,
		products and services provided under	·
		this Agreement.	

ŀ	Attachment I.A Detailed Language Decisior	Matrix	
DP Issue: Section 1 - General			
CLEC/Group DPL Issue #	CLEC Language		Arbitrator's Position
		9.10 If either Party requests one or	
		more additional copies of a bill, the	
		requesting Party will pay the Billing	
		Party a reasonable fee for each	
		additional copy, unless such copy was	
		requested due to failure in delivery of	
		the original bill or correction(s) to the	
		original bill.	
		9.10.1 Each additional copy of any bill	
		provided for billing from SBC	
		MISSOURI' Carrier Access Billing	Arbitrator's Report.
		System (CABS) billing system will	
		incur charges as specified in Access	
		Service Tariff FCC No. 73 Section 13	
		Alternate Bill Media.	
		9.10.2 Bills provided to CLEC from	SBC's language is most
		SBC MISSOURI' CRIS system	
		through Bill Plus will incur charges as	Arbitrator's Report.
		specified in Appendix Pricing.	
C GT&C 7b	language above	language above	no apparent dispute
Charter GT&C 33	8.7 If the Non-Paying Party disputes	8.7 If the Non-Paying Party disputes	no apparent dispute
	any charges and any portion of the	any charges and any portion of the	
	dispute is <b>RESOLVED</b> in favor of such	dispute is <b>RESOLVED</b> in favor of such	
		Non-Paying Party, the Parties will	
		cooperate to ensure that all of the	
	following actions are completed:	following actions are completed:	
	5 <u>r</u>	5 ····· r ····	

/	Attachment I.A Detailed Language Decis	ion Matrix	
OP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	8.7.1 the Billing Party will, at	the 8.7.1 the Billing Party will credit the	SBC's language is most
	option of the Non-Paying Party (a) creation	edit invoice of the Non-Paying Party for that	consistent with Arbitrator's
	the invoice of the Non-Paying Party	for portion of the Disputed Amounts	Report
	that portion of the Disputed Amou	ints <b>RESOLVED</b> in favor of the Non-Paying	5
	<b>RESOLVED</b> in favor of the Non-Pay	ing Party, together with any Late Payment	t
	Party, together with any Late Paym	ent Charges assessed with respect thereto no	,
	Charges assessed with respect thereto	no later than the second Bill Due Date after	
	later than the second Bill Due Date at	fter resolution of the dispute	
	resolution of the dispute, or (b) mak	e a	
	payment in immediately available fur		
	of the applicable amounts no later the	nan	
	fourteen (14) calendar days following	the	
	resolution of the dispute.		
	-		
		8.7.1.1 within ten (10) Business Days	• •
		after resolution of the dispute, the	
		portion of the escrowed Disputed	-
		Amounts RESOLVED in favor of the	
		Non-Paying Party will be released to	
		the Non-Paying Party, together with	1
		any interest accrued thereon:	
		8.7.1.2 within ten (10) Business Days	
		after resolution of the dispute, the	
		portion of the escrowed Disputed	-
		Amounts RESOLVED in favor of the	
		Billing Party will be released to the	
		Billing Party, together with any	,
		interest accrued thereon; and	

, All and All	Attachment I.A Detailed Language Decisior	n Matrix	
DP Issue: Section 1 - General			
CLEC/Group DPL Issue #	CLEC Language		Arbitrator's Position
		8.7.1.3 no later than the third Bill Due	<b>0 0</b>
		Date after the resolution of the	
		dispute, the Non-Paying Party will pay	
		the Billing Party the difference	
		between the amount of accrued	
		interest the Billing Party received	
		from the escrow disbursement and the	
		amount of Late Payment Charges the	
		Billing Party is entitled to receive	
		pursuant to Section 8.1.5.	
		8.8 If the Non-Paying Party disputes any	• •
		s charges and the entire dispute is	
		RESOLVED in favor of the Billing	
		Party, the Parties will cooperate to	
	1 5	ensure that <b>all of</b> the actions required by	
	-	Section 8.7.1.1 and Section 8.7.1.3 are	
	times specified therein.	completed within the times specified	
		therein	
		8.9 If either Party requests one or more	
		additional copies of a bill, the requesting	
		Party will pay the Billing Party a	
		, reasonable fee for each additional copy,	
		unless such copy was requested due to	
		failure in delivery of the original bill or <u>a</u>	
	commercially reasonable request for	correction(s) to the original bill	
	correction(s) to the original bill		
CC GT&C 8	e	10. Limitation on Back-billing and	no apparent dispute
	Credit Claims:	Credit Claims:	

Atta	achment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - General Te			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	10.3 <u>Neither Party shall bill the other</u>	10.3 Intentionally left blank	SBC's language is most
	Party for any charges that accrued on	r	consistent with Arbitrator's
	were incurred more than six (6) months	5	Report
	prior to the date the usage or billing	7 2	
	event occurred, and such billing Party	Z	
	waives any charges that are not billed	1	
	within six (6) months of the date such	1	
	billing events were incurred.		

A	ttachment I.A Detailed Language	e Decision Matrix	
DP Issue: Section 1 - General <sup>·</sup> CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		10.4 Notwithstanding anything to the	
		contrary in this Agreement, a Party	
		shall be entitled to back-bill for or	
		claim credit for any charges for	•
		services provided pursuant to this	
		Agreement that are found to be	
		unbilled, under-billed or over-billed,	
		but only when such charges appeared	
		or should have appeared on a bill	
		dated within the twelve (12) months	
		immediately preceding the date on	
		which the Billing Party provided	
		written notice to the Billed Party of	
		the amount of the back-billing or the	
		Billed Party provided written notice to	
		the Billing Party of the claimed credit	
		amount. The Parties agree that the	
		twelve (12) month limitation on back-	
		billing and credit claims set forth in	
		the preceding sentence shall be	
		applied prospectively only after the	
		Effective Date of this Agreement,	
		meaning that the twelve month period	
		for any back-billing or credit claims	
		may only include billing periods that	
		fall entirely after the Effective Date of	
		this Agreement and will not include	
		any portion of any billing period that	

CLEC/Group DPL Issue #	CLEC Language	SBC Language Arbitrator's Position
		10.5 Back-billing and credit claims, as SBC's language is
		limited above, will apply to all consistent with the
		Interconnection, Resale Services, Arbitrator's Report.
		unbundled Network Elements,
		Collocation, facilities, functions,
		product and services purchased under
		this Agreement. Reciprocal
		Compensation is specifically excluded
		from this Section 10 and is addressed
		separately in the Reciprocal
		Compensation Attachment.

ŀ	Attachment I.A Detailed Language Decisio	n Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Charter GT&C 32		n 8.4 If any portion of an amount due to a	
	5 1	g Party (the "Billing Party") under this	
		t Agreement is subject to a bona fide	
		e dispute between the Parties, the Party	
		h-billed (the "Non-Paying Party") must	
		Il prior to the Bill Due Date, give written	
		e notice to the Billing Party of the amounts	
		es it disputes ("Disputed Amounts") and	
		n include in such written notice the	
	· · ·	y specific details and reasons for disputing	
		r each item listed in Section 10.4.1. The	
		t Disputing Party should utilize any	
		e existing and preferred form provided by	
		or the Billing Party to communicate	
		n disputes to the Billing Party. On or	
		before the Bill Due Date, the Non-	
		Paying Party must pay (i) all undisputed	
		n amounts to the Billing Party, and (ii) all	
	of the basis of a dispute within		
	commercially reasonable time. The		
		y Appendix Reciprocal Compensation	
	• • •	y into an interest bearing escrow	
		e account with a Third Party escrow	
		or agent mutually agreed upon by the	
	before the Bill Due Date, the Nor		
	Paying Party must pay all undispute	a	
	amounts to the Billing Party,		
	8.5 Disputed Amounts will be subject t	o 8.5 Disputed Amounts in escrow will be	Charter's language is most
		n subject to Late Payment Charges as set	
	Section 8.1.5.		Report
	Section 8.1.3.	forth in Section 8.1.5.	INEPOIL

	Attachment I.A Detailed Language	e Decision Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<u> </u>	8.6 Requirements to Establish Escrow	
		Accounts.	consistent with Arbitrator's Report
		8.6.1 To be acceptable, the Third	SBC's language is not
		Party escrow agent must meet all of the following criteria:	
			SBC's language is not
		proposed as the Third Party escrow agent must be located within the	consistent with Arbitrator's
		continental United States;	Report
			SBC's language is not
		proposed as the Third Party escrow	
		agent may not be an Affiliate of either	Report
		Party; and 8.6.1.3 The financial institution	SBCIa languaga ia nat
		proposed as the Third Party escrow	
		agent must be authorized to handle	
		ACH (credit transactions) (electronic	
		funds) transfers.	
		8.6.2 In addition to the foregoing	SBC's language is not
		requirements for the Third Party	
		escrow agent, the disputing Party and	
		the financial institution proposed as	
		the Third Party escrow agent must	
		agree in writing furnished to the	
		Billing Party that the escrow account	
		will meet all of the following criteria:	
		8.6.2.1 The escrow account must be an	
		interest bearing account;	consistent with Arbitrator's
			Report

/	Attachment I.A Detailed Language	Decision Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	Terms and Conditions CLEC Language	SBC Language Arbitrator's Pos	ition
		8.6.2.2 all charges associated with SBC's language i	
		opening and maintaining the escrow consistent with A	
		account will be borne by the disputing Report	
		Party; 8.6.2.3 that none of the funds SBC's language i	is not
		deposited into the escrow account or consistent with A	
		-	
		the interest earned thereon may be Report	
		used to pay the financial institution's	
		charges for serving as the Third Party	
		escrow agent: 8.6.2.4 all interest earned on deposits SBC's language i	a not
		to the escrow account will be consistent with A	
			Dillator
		disbursed to the Parties in the same Report	
		proportion as the principal; and	
		8.6.2.5 disbursements from the escrow SBC's language i	
		account will be limited to those: consistent with A	rbitrator'
		Report	
		8.6.2.5.1 authorized in writing by both SBC's language i	is not
		the disputing Party and the Billing consistent with A	rbitrator'
		Party (that is, signature(s) from Report	
		representative(s) of the disputing	
		Party only are not sufficient to	
		properly authorize any disbursement);	
		or	
		8.6.2.5.2 made in accordance with the SBC's language i	is not
		final, non-appealable order of the consistent with A	
		Arbitrator's appointed pursuant to Report	
		the provisions of Section 10.7; or	

ŀ	Attachment I.A Detailed Language	e Decision Matrix	
DP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		8.6.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the Arbitrator's's award pursuant to	consistent with Arbitrator's Report
		Section 10.7. 8.6.3 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 8.1.5.	
		8.6.5 The Billed Party shall not be required to place Disputed Amounts in escrow, as required by Section 8.5. above, if the Billed Party does not have a proven history of late payments and has established a minimum of twelve consecutive (12) months good credit history with the Billing Party (prior to the date it notifies the Billing Party of its billing dispute); and either	consistent with Arbitrator's Report
		(i) the Billed Party has not filed more than three previous billing disputes within the twelve (12) months immediately preceding the date in notifies the Billing Party of its current billing dispute, which previous disputes were RESOLVED in Billing Party's favor: or,	consistent with Arbitrator's Report t

	Attachment I.A Detailed Language	Decision Matrix	
DP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		(ii) if the bill containing the disputed charges is not the first bill for a particular service to the Billed Party, the Billed Party's dispute does not involve 50% or more of the total amount of the previous bill out of the	consistent with Arbitrator's Report
CC GT&C 7c	language above	same billing system. language above	
Navigator GT&C 11b	13.4 Billing Disputes	13.4 Billing Disputes	no apparent dispute

<i>F</i>	Attachment I.A Detailed Language Decisio	n Matrix	
OP Issue: Section 1 - General			Aubitustada Desition
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	, , ,	e 13.4.1 Each Party agrees to notify the	
	, , , ,	g other Party of a billing dispute by using	
		e the standard document, if any, made	
	, e ,	y available by the Billing Party and may	
	*	n invoke the informal dispute resolution	
	-	e process described in Section 12.3. The	
		e Parties will endeavor to resolve the	
		dispute within thirty (30) to sixty (60)	
	•	- calendar days after receipt of the Non-	
		o Paying Party's written notice. In order to	
		g resolve a billing dispute, the Non-Paying	
		y Party shall furnish the Billing Party	
		ll written notice of (i) the date of the bill	
		of in question, (ii) CBA or BAN number of	
	· · · · ·	e the bill in question, (iii) telephone	
	number, circuit ID number or trun	k number, circuit ID number or trunk	
	-	C number in question, (iv) any USOC	
	information relating to the iter	n information relating to the item	
	questioned, (v) amount billed (vi	i) questioned, (v) amount billed (vi)	
	amount in question (vii) the reason that	at amount in question (vii) the reason that	
	the Non-Paying Party disputes the bille	d the Non-Paying Party disputes the billed	
	amount and (viii) PON.	amount and (viii) PON. To be deemed	
		a "dispute" under this Section 13.4,	
		the Non-Paying Party must provide	
		evidence that it has paid the disputed	
		amount.	

ŀ	Attachment I.A Detailed Language	e Decision Matrix	
OP Issue: Section 1 - General			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Sprint GT&C 12		9.3.3 pay all Disputed Amounts [other	
		than disputed charges arising from	
		Appendix Reciprocal Compensation	Report
		into an interest bearing escrow	7
		account that complies with the	<u>þ</u>
		requirements set forth in Section 8.4	;
		and	
		9.3.4 furnish written evidence to the	SBC's language is not
		Billing Party that the Non-Paying	
		Party has established an interest	Report
		bearing escrow account that complies	5
		with all of the terms set forth in	
		Section 8.4 and deposited a sum equa	
		to the Disputed Amounts [other than	
		disputed charges arising from	1
		Appendix Reciprocal Compensation	
		into that account. Until evidence that	t
		the full amount of the Disputed	I
		Charges [other than disputed charges	8
		arising from Appendix Reciproca	
		Compensation] has been deposited	
		into an escrow account that complies	
		with Section 8.4 is furnished to the	
		Billing Party, such Unpaid Charges	
		will not be deemed to be "disputed"	
		under Section 10.	

	Attachment I.A Detailed Language Decision	on Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	Terms and Conditions CLEC Language	SBC Language	Arbitrator's Position
		(a) 9.5.1 If the Non-Paying Party fails to (a)	
	, , ,	in pay any undisputed Unpaid Charges in	
		on response to the Billing Party's Section	
		ny 9.2 notice, (b) deposit the disputed	
	· · · · ·	in portion of any Unpaid Charges into an	
		e a interest bearing escrow account that	
		of complies with all of the terms set forth	
	1 5	ent in Section 8.4 within the time specified	
		in in Section 9.3, (c) timely furnish any	
	addition to exercising any other rights	or assurance of payment requested in	L
	remedies it may have under Applicat	ble accordance with Section 7 or (d) make a	L
	Law, provide written demand to the N	on payment in accordance with the terms of	Î
	Paying Party for payment of any of t	he any mutually agreed paymen	t
	obligations set forth in (a) through (c)	of arrangement, the Billing Party may, in	1
	this Section within ten (10) Busine	ess addition to exercising any other rights or	
	Days. On the day that the Billing Par	rty remedies it may have under Applicable	;
		on Law, provide written demand to the Nor	
	Paying Party, the Billing Party may al	so Paying Party for payment of any of the	
	exercise any or all of the followi	ng obligations set forth in (a) through (d) of	
	options:	this Section within ten (10) Business	
		Days. On the day that the Billing Party	r
		provides such written demand to the Nor	
		Paying Party, the Billing Party may also	
		exercise any or all of the following	
		options:	
Viltel GT&C 9	5.5.2 Each Party shall promptly pay	all Each Party shall promptly pay all	Wiltel's language is most
	amounts owed under this Agreement	or amounts owed under this Agreement or	consistent with Arbitrator's
	handle any Disputed Amounts	in place any Disputed Amounts into an	Report
	accordance with Section 8.4.	escrow account that complies with	
		Section 8.4 hereof:	

1	Attachment I.A Detailed Language Decisi	on Matrix	
	Towns and Oraditions		
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Viltel GT&C 11		a 8.4 If any portion of an amount due to a	
		his Party (the "Billing Party") under this	
		ide Agreement is subject to a bona fide	
	•	rty dispute between the Parties, the Party	
		st, billed (the "Non-Paying Party") must	
		ten prior to the Bill Due Date, give written	
		nts notice to the Billing Party of the amounts	
		nd it disputes ("Disputed Amounts") and	
	include in such written notice	the include in such written notice the	
	specific details and reasons for disput	ng specific details and reasons for disputing	
	each item listed in Section 10.4.1. T	he each item listed in Section 10.4.1. The	
	Disputing Party should utilize a	ny Disputing Party should utilize any	r
	existing and preferred form provided	by existing and preferred form provided by	,
		ate the Billing Party to communicate	
		or disputes to the Billing Party. On or	
		on-before the Bill Due Date, the Non-	
		ted Paying Party must pay (i) all undisputed	
		(ii) amounts to the Billing Party, and (ii) all	
	provide a notice to the Billing Party w		
	the information set forth in Section		
	<u>10.4.1</u> pertaining to any Disput	ted Appendix Reciprocal Compensation	
	<u>Amounts</u>	into an interest bearing escrow	
		account with a Third Party escrow	
		agent mutually agreed upon by the	
		Parties.	
	8.5 – 8.6.3 None	8.5 Disputed Amounts in escrow will	
		be subject to Late Payment Charges	
		as set forth in Section 8.1.5.	Report
		8.6 Requirements to Establish Escrow	
		Accounts.	consistent with Arbitrator
			Report

	Attachment I.A Detailed Language	e Decision Matrix	
DP Issue: Section 1 - General	Torms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		8.6.1 To be acceptable, the Third	SBC's language is not
		Party escrow agent must meet all o	consistent with Arbitrator's
		the following criteria:	Report
		8.6.1.1 The financial institution	SBC's language is not
		proposed as the Third Party escrow	consistent with Arbitrator's
		agent must be located within the	
		continental United States;	
			SBC's language is not
		proposed as the Third Party escrow	consistent with Arbitrator's
		agent may not be an Affiliate of either	
		Party; and	
		8.6.1.3 The financial institution	SBC's language is not
		proposed as the Third Party escrow	consistent with Arbitrator's
		agent must be authorized to handle	Report
		ACH (credit transactions) (electronic	
		funds) transfers.	
		8.6.2 In addition to the foregoing	SBC's language is not
		requirements for the Third Party	
		escrow agent, the disputing Party and	Report
		the financial institution proposed as	5
		the Third Party escrow agent mus	t
		agree in writing furnished to the	2
		Billing Party that the escrow account	t
		will meet all of the following criteria:	
		8.6.2.1 The escrow account must be an	<b>3 3</b>
		interest bearing account;	consistent with Arbitrator's Report
		8.6.2.2 all charges associated with	SBC's language is not
		opening and maintaining the escrow	consistent with Arbitrator's
		account will be borne by the disputing	
		Party;	

ŀ	Attachment I.A Detailed Language	e Decision Matrix	
DP Issue: Section 1 - General		SPC Language	Arbitrator's Position
CLEC/Group DPL Issue #	CLEC Language		
		8.6.2.3 that none of the funds	
		deposited into the escrow account or	
		the interest earned thereon may be	Report
		used to pay the financial institution's	
		charges for serving as the Third Party	
		escrow agent;	
		8.6.2.4 all interest earned on deposits	SBC's language is not
		to the escrow account will be	consistent with Arbitrator's
		disbursed to the Parties in the same	Report
		proportion as the principal; and	
		8.6.2.5 disbursements from the escrow	SBC's language is not
		account will be limited to those:	consistent with Arbitrator's
			Report
		8.6.2.5.1 authorized in writing by both	SBC's language is not
		the disputing Party and the Billing	
		Party (that is, signature(s) from	Report
		representative(s) of the disputing	
		Party only are not sufficient to	
		properly authorize any disbursement);	
		or	
		8.6.2.5.2 made in accordance with the	SBC's language is not
		final, non-appealable order of the	
		Arbitrator's appointed pursuant to	
		the provisions of Section 10.7; or	·
		8.6.2.5.3 made in accordance with the	SBC's language is not
		final, non-appealable order of the	
		court that had jurisdiction to enter the	
		Arbitrator's's award pursuant to	
		Section 10.7.	
		8.6.3 Disputed Amounts in escrow	SBC's language is not
		will be subject to Late Payment	consistent with Arbitrator's
			Report
		Charges as set for the million of the orthogonal section of the orthog	

	Attachment I.A Detailed Language	e Decision Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	Terms and Conditions CLEC Language	SBC Language	Arbitrator's Position
CLEC/Group DPL Issue #		8.7.1.1 within ten (10) Business Day	
		after resolution of the dispute, the	
		portion of the escrowed Dispute,	
		Amounts resolved in favor of the Non	
		Paying Party will be <b>released</b> to the Nor	
		Paying Party, together with any	7
		8.7.1.2 within ten (10) Business Day	To the extent that it included
		after resolution of the dispute, the	
		portion of the escrowed Disputed	
		Amounts resolved in favor of the Billing	
		Party will be released to the Billing	
		Party, together with any interes	t
		accrued thereon and 8.7.1.3 no later than the third Bill Due	To the extent that it is already
			-
		Date after the resolution of the dispute	, the escrow requirement,
		the Non-Paying Party will pay the	SBC's language is not
		Billing Party the difference between	
		the amount of accrued interest the	
		Billing Party received from the escrow	
		disbursement and the amount of Late	
		Payment Charges the Billing Party is	
		entitled to receive pursuant to Section	1
		815	
		9.3.3 pay all Disputed Amounts [other	
		than disputed charges arising from	
		Appendix Reciprocal Compensation	-
		into an interest bearing escrow	
		account that complies with the	
		requirements set forth in Section 8.4	;
		and	

DP Issue: Section 1 - General Terms and Conditions				
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position	
		9.3.4 furnish written evidence to the	e SBC's language is not	
		Billing Party that the Non-Paying	consistent with Arbitrator's	
		Party has established an interes	t Report	
		bearing escrow account that complie	s	
		with all of the terms set forth in	1	
		Section 8.4 and deposited a sum equa	1	
		to the Disputed Amounts [other than	1	
		disputed charges arising fron	1	
		Appendix Reciprocal Compensation	]	
		into that account. Until evidence tha	t	
		the full amount of the Disputed	1	
		Charges [other than disputed charge	5	
		arising from Appendix Reciproca	1	
		Compensation] has been deposited	1	
		into an escrow account that complie	s	
		with Section 8.4 is furnished to the	e	
		Billing Party, such Unpaid Charge	s	
		will not be deemed to be "disputed"	,	
		under Section 10.		

ŀ	Attachment I.A Detailed Language	e Decision Matrix	
DP Issue: Section 1 - General			I
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		9.5.1 If the Non-Paying Party fails to (a	
		pay any undisputed Unpaid Charges in	
		response to the Billing Party's Section	SBC's language is not
		9.2 notice, (b) deposit the disputed	
		portion of any Unpaid Charges into a	Report
		interest bearing escrow account tha	t
		complies with all of the terms set forth	
		in Section 8.4 within the time specified	
		in Section 9.3, (c) timely furnish any	7
		assurance of payment requested in	1
		accordance with Section 7 or (d) make a	1
		payment in accordance with the terms o	f
		any mutually agreed paymen	t
		arrangement, the Billing Party may, in	
		addition to exercising any other rights o	
		remedies it may have under Applicable	
		Law, provide written demand to the Nor	
		Paying Party for payment of any of the	
		obligations set forth in (a) through (d) o	
		this Section within ten (10) Busines	
		Days. On the day that the Billing	
		Party provides such written demand	
		to the Non-Paying Party, the Billing	
		Party may also exercise any or all of the	2
		following options:	

ŀ	Attachment I.A Detailed Language	e Decision Matrix	
OP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		10.4.1 If the written notice	given To the extent that it include
		pursuant to Section 10.3 discloses	s that a the escrow requirement,
		CLEC dispute relates to billing, the	hen the SBC's language is not
		procedures set forth in this Section	on 10.4 consistent with Arbitrator
		shall be used and the dispute sha	all first Report
		be referred to the appropriate	service
		center SBC MIDWEST REGI	<u>ON</u> <u>5-</u>
		<b>STATE</b> Service Center; <b>SBC-7S</b>	TATE
		Local Service Center (LSC);	<u>SBC</u>
		CONNECTICUT Local Ex	change
		Carrier Center (LEC-C)] for reso	olution.
		In order to resolve a billing d	lispute,
		CLEC shall furnish SBC-13S	TATE
		written notice of (i) the date of the	e bill in
		question, (ii) CBA/ESBA/ASBS o	or BAN
		number of the bill in question	n, (iii)
		telephone number, circuit ID nun	nber or
		trunk number in question, (iv) any	USOC
		information relating to the	item
		questioned, (v) amount billed an	
		amount in question and (vii) the	reason
		that CLEC disputes the billed a	mount.
		To be deemed a "dispute" und	er this
		Section 10.4, CLEC must p	provide
		evidence that it has either pa	hid the
		disputed amount or established	ed an
		interest bearing escrow account	nt that
		complies with the requiremen	nts set
		forth in Section 8.4 of this Agree	ment a

<b>DP Issue: Section 1 - General</b>			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
MCI INV 1	3.2.1Remittance in full of all <u>undisputed</u>		MCI's language is most
	bills are due thirty (30) calendar days	subject to an exception set forth in	consistent with Arbitrator's
	after each Bill Date (the "Bill Due	Section 8 are due thirty (30) calendar	Report
	Date") and shall be paid in accordance	days after each Bill Date (the "Bill Due	
	with the terms of this Appendix	Date") and shall be paid in accordance	
	Invoicing. If the Bill Due Date is a	with the terms of this Appendix	
	Saturday, Sunday, or has been	Invoicing. If the Bill Due Date is a	
	designated a bank holiday, payment will	Saturday, Sunday, or has been	
	be due the next business day. Late	designated a bank holiday, payment will	
	payment charges, if any, will be assessed	be due the next business day. Late	
	in accordance with the requirements in	payment charges, if any, will be assessed	
	this Appendix.	in accordance with the requirements in	
		this Appendix.	
	3.3 <u>The Billed Party shall pay in full all</u>	3.3 Except as provided in Sections 4	MCI's language is most
	undisputed billed charges. However,	(REMITTANCE AND PAYMENT	consistent with Arbitrator's
	nothing in this Appendix Invoicing shall	OF BILLS FOR RECIPROCAL	Report
	be construed to limit either Party's	COMPENSATION) and 8	
	ability to file claims at the Local Service	(EXCEPTIONS) of this Appendix	
	Center and/or seek Dispute Resolution in	Invoicing, the Billed Party shall pay in	
	accordance with the terms of this	full all billed charges, even if some or	
	Agreement.	all of the charges are disputed.	
		However, nothing in this Appendix	
		Invoicing shall be construed to limit	
		either Party's ability to file claims at the	
		Local Service Center and/or seek	
		Dispute Resolution in accordance with	
		the terms of this Agreement	

A	ttachment I.A Detailed Language Decision	on Matrix	
DP Issue: Section 1 - General			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	8.3 thru 8.3.3 Intentionally Omitted.	8.3 Inaccurate Billing. On a Billing	MCI's language is most
		Account Number ("BAN") basis, the	consistent with Arbitrator's
		Billed Party may request an	Report
		investigation for any BAN that the	
		Billed Party has a good faith reason to	
		believe (i) was rendered in error or (ii)	
		contains obvious inaccuracies. For	
		purposes of this section, rendered in	
		error shall mean a bill that contains	
		an OCN or OCNs that do not belong	
		to the Billed Party or a bill for services	
		that were ordered by a company other	
		than the Billed Party. For purposes of	
		this section, obvious inaccuracy shall	
		mean only amounts due for that BAN	
		that exceeds a 30% increase over the	
		average monthly total for that BAN	
		for the six-month period immediately	
		preceding the invoice in question.	

DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		8.3.1 Any such request for an	MCI's language is most
		investigation shall follow the claims	consistent with Arbitrator
		process in section 6.7. During the	Report
		pendency of the investigation, the	
		Billed Party must comply with all	
		agreed upon requirements for filing	
		claims and shall cooperate with the	
		<b>Billing Party in investigating the</b>	
		billing inaccuracy. The request must	
		include a notation of "inaccurate	
		billing," a detailed explanation of	
		what rate or rate elements are	
		inaccurate, and show the calculation	
		of the average monthly billing for the	
		previous 6 (six) months worth of	
		billing to that BAN.	
		8.3.2 Only amounts above the	MCI's language is most
		130% level are relieved of the	consistent with Arbitrator
		obligation to "pay and dispute" as	Report
		specified in section 3.3 of this	
		Appendix Invoicing, and only until a	
		revised invoice for the investigated	
		BAN is submitted, or for a period of	
		sixty (60) days, whichever is sooner.	
		Any invoices received for other BANs	
		that are not the subject of a request	
		for an investigation, shall be due and	
		payable in accordance with the	
		requirements of this Appendix	
		Invoicing	

	Attachment I.A Detailed Language Decision	on Matrix	
)P Issue: Section 1 - Genera	I Terme and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
•		8.3.2.1 If a revised invoice for the	MCI's language is most
		investigated BAN is provided by the	consistent with Arbitrator's
		Billing Party to the Billed Party, the	Report
		Bill Due Date for that revised invoice	
		shall be thirty (30) days after the date	
		the revised invoice is provided and all	
		other terms and conditions herein will	
		apply.	
		8.3.2.2 If no revised invoice for the	MCI's language is most
		investigated BAN is provided by the	consistent with Arbitrator's
		Billing Party, and the Parties have not	Report
		completed the investigation for a	
		billing inaccuracy within sixty (60)	
		days of the date the Billed Party	
		requested the investigation, then	
		either Party may seek to resolve the	
		dispute pursuant to the terms of the	
		Dispute Resolution provisions of this	
		Agreement.	
			MCI's language is most
		of multiple BANs into a single BAN,	consistent with Arbitrator's
		the Parties agree that the prior six	Report
		months average billing for the	
		remaining single BAN will no longer	
		properly represent the basis for the	
		130% threshold, and that the Parties	
		agree to meet and confer before	
		invoking the withholding rights	
		outlined above on the consolidated	
		BAN.	
ACI INV 2	3.4 thru 3.4.2.8 Intentionally Omitted	3.4 Disputed Bills	MCI's language is most
			consistent with Arbitrator's
			Report

	Attachment I.A Detailed Language	e Decision Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		3.4.1 The Billed Party shall pay all	SBC's language is not
		disputed sums to the Billing Party	consistent with Arbitrator's
		without waiving its right to receive	Report
		reimbursement, true up, set-off, or	
		other billing adjustments.	
		3.4.2 Alternatively, the Billed Party	SBC's language is not
		may, at its option, withhold disputed	consistent with Arbitrator's
		sums and pay the dispute portion into	Report
		an interest-bearing Third Party	
		escrow account, subject to the	
		following:	
		3.4.2.1 The financial institution	SBC's language is not
		proposed as the Third Party escrow	consistent with Arbitrator's
		agent must be located within the	Report
		continental United States;	
		<b>3.4.2.2</b> The financial institution	SBC's language is not
		proposed as the Third Party escrow	consistent with Arbitrator's
		agent may not be an Affiliate of either	Report
		Party;	
		<b>3.4.2.3</b> The financial institution	SBC's language is not
		proposed as the Third Party escrow	consistent with Arbitrator's
		agent must be authorized to handle	Report
		electronic funds transfers via the ACH	
		network;	
		3.4.2.4 The escrow account must be	SBC's language is not
		an interest bearing account;	consistent with Arbitrator's Report
		3.4.2.5 All charges associated with	SBC's language is not
		opening and maintaining the escrow	consistent with Arbitrator's
		account will be borne by the Disputing	Report
		Party;	

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		3.4.2.6None of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent:3.4.2.7All interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and	
		3.4.2.8 Disbursements from the escrow account will be limited to those: (a) authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement), or (b) made in accordance with the final, non- appealable order of the Arbitrator's, commission, or court that has jurisdiction pursuant to the Dispute Resolution section of the General Terms of this Interconnection Agreement.	consistent with Arbitrator Report

ŀ	Attachment I.A Detailed Language Decision	Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
MCI INV 3	6.2 Filing Claims. If any portion of an		SBC's language is most
	amount due to the Billing Party under	amount due to the Billing Party under	consistent with Arbitrator's
	this Agreement is subject to a bona fide	e ;	Report
	dispute between the Parties, the Billed	dispute between the Parties, the Billed	
	-	Party (Disputing Party) shall give written	
		notice to the Billing Party of the amounts	
	it disputes ("Disputed Amounts") and	it disputes ("Disputed Amounts") and	
	include in such written notice the	include in such written notice the	
	specific details and reasons for disputing	specific details and reasons for disputing	
	each item provided. The Billed	each item provided. The Billed	
	Disputing Party should utilize any	Disputing Party should utilize any	
	existing and preferred form provided by	existing and preferred form provided by	
	the Billing Party to communicate	the Billing Party to communicate	
	disputes to the Billing Party, as set forth	disputes to the Billing Party, as set forth	
	in section 6.7 below. In the event that	in section 6.7 below. In the event that	
	the Billed Party cannot reasonably	the Billed Party cannot reasonably	
	identify the specific circuit or bill detail	identify the specific circuit or bill detail	
	and the reason or nature of the dispute at	and the reason or nature of the dispute at	
	the time it opens a dispute, the Billed	the time it opens a dispute, the Billed	
	Party may still open the dispute (with	Party may still open the dispute (with	
	written notice that further documentation	written notice that further documentation	
	is forthcoming), but shall provide all	is forthcoming), but shall provide all	
	specific circuit or bill detail and the	specific circuit or bill detail and the	
	reason or nature of the dispute within	reason or nature of the dispute within	
	<u>ninety</u> (90) days of opening the dispute.	thirty (30) days of opening the dispute.	
	The Billed Party must submit any dispute		
	by the applicable Stake Date set forth bel	credit(s) associated with the dispute co	

A	ttachment I.A Detailed Language Decision	Matrix	
DP Issue: Section 1 - General 1 CLEC/Group DPL Issue #	Ferms and Conditions CLEC Language	SBC Language	Arbitrator's Position
·	7.6 In the event that the Billing Party cannot reasonably identify the specific circuit or bill detail at the time it submits a backbill, the Billing Party may still submit the backbill (with written notice that further documentation is forthcoming), but shall provide all	7.6 In the event that the Billing Party cannot reasonably identify the specific circuit or bill detail at the time it submits a backbill, the Billing Party may still submit the backbill (with written notice that further documentation is	consistent with Arbitrator's Report
MCI INV 4	6.3 Appendix Collocation. The Stake Date for Collocation billing shall be one hundred twenty (120) days from the <b>date</b> <b>the dispute is filed</b> <u>Bill</u> <u>Date (not the</u> Bill Due Date).	Stake Date for Collocation billing shall be one hundred twenty (120) days from	SBC's language is most consistent with Arbitrator's Report
	6.5 Other Services. The Stake Date for services other than those described in section 6.3 and 6.4 above shall be	services other than those described in	SBC's language is most consistent with Arbitrator's Report
	<ul> <li>7.4 The Backbill Stake Date for services other than those described in section 7.2 and 7.3 above shall be provided pursuant to this Agreement and shall be twelve (12) months from the date the charges were incurred <u>Bill Date.</u></li> </ul>	services other than those described in	SBC's language is most consistent with Arbitrator's Report

	Attachment I.A Detailed Language Decisio	n Matrix	
			•
DP Issue: Section 1 - General		1	
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Sprint GT&C 11	<b>V</b> 1	a 8.4 If any portion of an amount due to a	<b>3 3</b>
	Party (the "Billing Party") under the	s Party (the "Billing Party") under this	consistent with Arbitrator's
	Agreement is subject to a bona fid	e Agreement is subject to a bona fide	Report
	dispute between the Parties, the Part	y dispute between the Parties, the Party	
	billed (the "Non-Paying Party") the Bi	ll billed (the "Non-Paying Party") must,	
	Due Date, give written notice to th	e prior to the Bill Due Date, give written	
	Billing Party of the amounts it dispute	s notice to the Billing Party of the amounts	
	("Disputed Amounts") and include i	n it disputes ("Disputed Amounts") and	
	such written notice the specific detail	s include in such written notice the	
	and reasons for disputing each iter	n specific details and reasons for disputing	
	listed in Section 10.4.1.	each item listed in Section 10.4.1.	
	8 5 This Section Intentionally Left Blan	8.5 Disputed Amounts in escrow will	Sprint's language is most
	0.5 This Section Intentionary Dert Dail	be subject to Late Payment Charges	
		as set forth in Section 8.1.5.	Report
	8.6 This Section Intentionally Left Blan	≤ 8.6 Requirements to Establish Escrow	
		Accounts.	consistent with Arbitrator's
			Report
		8.6.1 To be acceptable, the Third	SBC's language is not
		Party escrow agent must meet all of	consistent with Arbitrator's
		the following criteria:	Report
		8.6.1.1 The financial institution	00
		proposed as the Third Party escrow	
		agent must be located within the	Report
		continental United States;	
		8.6.1.2 The financial institution	
		proposed as the Third Party escrow	
		agent may not be an Affiliate of either	Report
		Party; and	

DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
			SBC's language is not
		proposed as the Third Party escrow	
		agent must be authorized to handle	
		ACH (credit transactions) (electronic	
		funds) transfers.	
		8.6.2 In addition to the foregoing	SBC's language is not
		requirements for the Third Party	consistent with Arbitrato
		escrow agent, the disputing Party and	
		the financial institution proposed as	š
		the Third Party escrow agent mus	t
		agree in writing furnished to the	
		Billing Party that the escrow account	t
		will meet all of the following criteria:	
		8.6.2.1 The escrow account must be an	SBC's language is not
		interest bearing account;	consistent with Arbitrato
			Report
		8.6.2.2 all charges associated with	
		opening and maintaining the escrow	
		account will be borne by the disputing	Report
		Party;	
		8.6.2.3 that none of the funds	
		deposited into the escrow account or	
		the interest earned thereon may be	
		used to pay the financial institution's	
		charges for serving as the Third Party	7
		escrow agent; 8.6.2.4 all interest earned on deposits	SBC's language is not
		to the escrow account will be	
		disbursed to the Parties in the same	
		proportion as the principal; and	

l l l l l l l l l l l l l l l l l l l	Attachment I.A Detailed Language	e Decision Matrix
<b>DP Issue: Section 1 - General</b>	Terms and Conditions	
CLEC/Group DPL Issue #	CLEC Language	SBC Language Arbitrator's Position
		8.6.2.5 disbursements from the escrow SBC's language is not
		account will be limited to those: consistent with Arbitrato
		Report
		8.6.2.5.1 authorized in writing by both SBC's language is not
		the disputing Party and the Billing consistent with Arbitrato
		Party (that is, signature(s) from Report
		representative(s) of the disputing
		Party only are not sufficient to
		properly authorize any disbursement);
		or
		8.6.2.5.2 made in accordance with the SBC's language is not
		final, non-appealable order of the consistent with Arbitrato
		Arbitrator's appointed pursuant to Report
		the provisions of Section 10.7; or
		8.6.2.5.3 made in accordance with the SBC's language is not
		final, non-appealable order of the consistent with Arbitrato
		court that had jurisdiction to enter the Report
		Arbitrator's's award pursuant to
		Section 10.7.
		8.6.3 Disputed Amounts in escrow SBC's language is not
		will be subject to Late Payment consistent with Arbitrato
		Charges as set forth in Section 8.1.5. Report
		8.6.4 Issues related to Disputed SBC's language is not
		Amounts shall be resolved in consistent with Arbitrato
		accordance with the procedures Report
		identified in the Dispute Resolution
		provisions set forth in Section 10.

<i>I</i>	Attachment I.A Detailed Language Decision	n Matrix	
Discuss Continu 4 Countral	Terms and Conditions		
P Issue: Section 1 - General LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<ul> <li>8.7 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:</li> <li>8.7.1 the Billing Party will credit the invoice of the Non-Paying Party for tha portion of the Disputed Amount resolved in favor of the Non-Paying Party, together with any Late Paymen Charges assessed with respect thereto not pay the party of the party of the party of the party together with any Late Paymen Charges assessed with respect thereto not pay the party of the party of the party of the party together with any Late Paymen Charges assessed with respect thereto not pay the party of the party of the payment pay the party together with any Late Paymen Party the party bases of the payment pay the party the payment payment payment pay the payment paymen</li></ul>	<ul> <li>8.7 If the Non-Paying Party disputes any scharges and any portion of the dispute is gresolved in favor of such Non-Paying Party, the Parties will cooperate to sensure that all of the following actions are completed:</li> <li>8.7.1 the Billing Party will credit the tinvoice of the Non-Paying Party for that sportion of the Disputed Amounts gresolved in favor of the Non-Paying tParty, together with any Late Payment of Charges assessed with respect thereto no r later than the second Bill Due Date after resolution of the dispute;</li> </ul>	no apparent dispute no apparent dispute
	Date after resolution of the dispute; the portion of the Disputed Amount resolved in favor of the Billing Party will be paid by the Non-Paying Party to the	8.7.1.1 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non- Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon: 8.7.1.2 Business Days after resolution of the dispute, the portion of the secrowed Disputed Amounts resolved in favor of the Billing Party will be paid by the Non-Paying Party released to the Billing Party, together with any interest accrued thereon; and	consistent with Arbitrator' Report Sprint's language is most consistent with Arbitrator' Report

	Attachment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - Genera	I Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		8.7.1.3 no later than the third Bill Due	SBC's language is not
		Date after the resolution of the	consistent with Arbitrator's
		dispute, the Non-Paying Party will pay	Report
		the Billing Party the difference	
		between the amount of accrued	
		interest the Billing Party received	
		from the escrow disbursement and the	
		amount of Late Payment Charges the	
		Billing Party is entitled to receive	
		pursuant to Section 8.1.5.	
	, e , i .	8.8 If the Non-Paying Party disputes any	
	charges and the entire dispute is resolved	d charges and the entire dispute is resolved	consistent with Arbitrator's
	in favor of the Billing Party, the Parties	s in favor of the Billing Party, the Parties	Report
	will cooperate to ensure that all of the	e will cooperate to ensure that all of the	
	actions required by Section 8.7.1 are	actions required by Section 8.7.1.1 and	
	completed within the times specified	d Section 8.7.1.3 are completed within the	
	therein.	times specified therein.	
Sprint GT&C 13	10.4 I SC/Service Center/I EC-C Disput	e 10.4 LSC/Service Center/LEC-C Dispute	Sprint's language is most
	1	Resolution - the following Dispute	
		Resolution procedures will apply with	
		trespect to any billing dispute arising out	
	of or relating to the Agreement.	of or relating to the Agreement. Written	
	or or relating to the Agreement.		
		notice sent to SBC-13STATE for	
		Disputed Amounts must be made on	
		the "13 STATE Billing Claims Dispute	
		Form".	

	Attachment I.A Detailed Language Decisi	on Matrix	
OP Issue: Section 1 - General	Tormo and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		ven 10.4.1 If the written notice given	
		t a pursuant to Section 10.3 discloses that a	
	CLEC dispute relates to billing, then the	the CLEC dispute relates to billing, then the	Report
		0.4 procedures set forth in this Section 10.4	
		irst shall be used and the dispute shall first	
	*	ice be referred to the appropriate service	
		5- center SBC MIDWEST REGION 5-	
	STATE Service Center; SBC-7STA	TE STATE Service Center; SBC-7STATE	
		BC Local Service Center (LSC); SBC	
		nge CONNECTICUT Local Exchange	
	Carrier Center (LEC-C)] for resolution	on. Carrier Center (LEC-C)] for resolution.	
	In order to resolve a billing dispu	ite, In order to resolve a billing dispute,	
	CLEC shall furnish SBC-13STA	TE CLEC shall furnish SBC-13STATE	
	written notice of (i) the date of the b	bill written notice of (i) the date of the bill	
	in question, (ii) CBA/ESBA/ASBS	or in question, (ii) CBA/ESBA/ASBS or	
	BAN number of the bill in question, (	iii) BAN number of the bill in question, (iii)	
	telephone number, circuit ID number	or telephone number, circuit ID number or	
	trunk number in question, (iv) any US	OC trunk number in question, (iv) any USOC	
	information relating to the ite	eminformation relating to the item	
	questioned, (v) amount billed and (	vi) questioned, (v) amount billed and (vi)	
	amount in question and (vii) the reas	son amount in question and (vii) the reason	
	that CLEC disputes the billed amount.	that CLEC disputes the billed amount.	
		To be deemed a "dispute" under this	
		Section 10.4, CLEC must provide	
		evidence that it has either paid the	
		disputed amount or established an	
		interest bearing escrow account that	
		complies with the requirements set	
		forth in Section 8.4 of this Agreement a	

CLEC/Group DPL Issue #	CLEC Language		Arbitrator's Position
Charter GT&C 34	9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amoun disputed ("Disputed Amounts") and a commercially reasonable explanation of	9.3.1 notify the Billing Party in swriting which portion(s) of the Unpaid t Charges it disputes, including the total a amount disputed ("Disputed Amounts") f and the specific details listed in Section 10.4.1 of this Agreement, together with the reasons for its dispute; and	consistent with Arbitrator's Report
	9.3.2 pay all undisputed Unpaid Charges to the Billing Party; and	9.3.2 pay all undisputed Unpaid Charges to the Billing Party; and	no apparent dispute
		9.3.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 8.4; and	consistent with Arbitrator's Report

DP Issue: Section 1 - General Terms and Conditions				
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position	
		9.3.4 furnish written evidence to the	SBC's language is not	
		Billing Party that the Non-Paying	consistent with Arbitrator's	
		Party has established an interes	Report	
		bearing escrow account that complie	5	
		with all of the terms set forth in		
		Section 8.4 and deposited a sum equa		
		to the Disputed Amounts [other than		
		disputed charges arising fron	1	
		Appendix Reciprocal Compensation		
		into that account. Until evidence tha	t	
		the full amount of the Disputed		
		Charges [other than disputed charges	5	
		arising from Appendix Reciproca	I I	
		Compensation] has been deposited	1	
		into an escrow account that complie	5	
		with Section 8.4 is furnished to the		
		Billing Party, such Unpaid Charge	š	
		will not be deemed to be "disputed"	,	
		under Section 10.		

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		9.5.1 If the Non-Paying Party fails to (a)	
		pay any undisputed Unpaid Charges in	
	response to the Billing Party's Section	response to the Billing Party's Section	Report
	9.2 notice, (b), (bc) timely furnish any	9.2 notice, (b) deposit the disputed	
		portion of any Unpaid Charges into an	
	accordance with Section 7 or (c) make a	interest bearing escrow account that	
		complies with all of the terms set forth	
	any mutually agreed paymen	in Section 8.4 within the time specified	
	arrangement, the Billing Party may, ir	in Section 9.3, (bc) timely furnish any	
	addition to exercising any other rights or	assurance of payment requested in	
	remedies it may have under Applicable	accordance with Section 7 or (d) make a	
	Law, provide written demand to the Nor	payment in accordance with the terms of	
	Paying Party for payment of any of the	any mutually agreed payment	
	obligations set forth in (a) through $(\underline{c})$ of	arrangement, the Billing Party may, in	
		addition to exercising any other rights or	
	Days. On the day that the Billing Party	remedies it may have under Applicable	
	provides such written demand	Law, provide written demand to the Non	
	-	Paying Party for payment of any of the	
		obligations set forth in (a) through (d) of	
		this Section within ten (10) Business	
		Days. On the day that the Billing Party	
		provides such written demand	
	1	9.6.1.2.3 Additional charges may	SBC's language is most
		become applicable under the terms of	consistent with Arbitrator'
		this Agreement following	
		discontinuance of service.	
Subpoint E: Dispute Resolution			
CC GT&C 11	13.0 Dispute Resolution	13.0 Dispute Resolution	no apparent dispute

Α	ttachment I.A Detailed Language Decision	Matrix	
P Issue: Section 1 - General <sup>-</sup>	Ferms and Conditions		
LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	13.1 SBC will agree to the inclusion of the word <u>General Finality of Disputes</u>	13.1 Finality of Disputes	SBC's language is most consistent with Aribtrator Report
	provided in this Agreement, no <b>c</b> laid will be brought for disputes arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered	13.1.1 Except as otherwise specifically provided in this Agreement, no <b>c</b> lai will be brought for disputes arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention	
	<u>13.1.2 The Parties shall make a good</u> <u>faith effort to resolve their disputes</u>		The CLEC Coalition's language is not consisten with Arbitrator's Report
	13.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any	13.2 <u>Alternative to Litigation</u> 13.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.	

<i>F</i>			
DP Issue: Section 1 - General		1	1
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	13.2.2. Notwithstanding any other	r	The CLEC Coalition's
	section of this agreement, the Parties	5	language is consistent with
	each reserve the right to utilize any	7	Arbitrator's Report
	regulatory process available to them a	t	
	the Commission as an alternative to		
	litigation		
	13.3 Informal Resolution of Disputes	13.3 Informal Resolution of Disputes	no apparent dispute

A	Attachment I.A Detailed Language Decision	on Matrix	
)P Issue: Section 1 - General	Torms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
·		er 13.3.1 At the written request of a Party,	The CLEC Coalition's
		at each Party will appoint a knowledgeable,	
		ty responsible representative to meet and	
	will appoint a knowledgeabl	e, negotiate in good faith to resolve any	
		ty dispute arising under this Agreement.	
	to resolve the dispute. To initiate the	ne The location, form, frequency, duration	*
	informal dispute process, a Party mu	st and conclusion of these discussions will	
	provide to the other Party, written notic	e be left to the discretion of the	
		a representatives. Upon agreement, the	
	detailed description of the dispute an	nd representatives may utilize other	
	the name of an individual who will serve	ve alternative informal dispute resolution	
	as the initiating Party's representativ	e. procedures such as mediation to assist in	
	The other Party shall have five (	5) the negotiations. Discussions and the	
	business days to designate its ow	<u>n</u> correspondence among the	
	representatives. The location, for	n, representatives for purposes of	
	frequency, , and conclusion of the	se settlement are exempt from discovery	
	discussions will be left to the discretion	on and production and will not be	
	of the representatives. Notwithstandin	ng admissible in the arbitration described	
	the foregoing, the informal dispu	te below or in any lawsuit without the	
	process must conclude within sixty (6)	0) concurrence of both Parties. Documents	5
	days from the receipt of written notice	of identified in or provided with such	
	dispute unless otherwise agreed to	in communications, that were not	
	writing by the Parties. Upon agreemen	t, prepared for purposes of the	
	the representatives may utilize oth	er negotiations, are not so exempted and, if	
	alternative informal dispute resolution	on otherwise admissible, may be admitted in	
	procedures such as mediation to assist	in evidence in the arbitration or lawsuit.	
	the negotiations. Negotiations and Sett	e	

/	Attachment I.A Detailed Language Decisic	n Matrix	
DP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	3.3.2 Customer- Affecting Disputes		The CLEC Coalition's language is most consistent with Arbitrator's Report
	Notwithstanding the other dispu- resolution procedures set forth in the Agreement, a Party may seek emergend relief from the Commission for the resolution of any problem that interrup or threatens to interrupt the service of either Party's customers. In suc- instance, the Parties agree to provide a filings and submissions required by the Commission on an expedited basis, accordance with the practices and rule of the Commission.	is cy ne ts of ch 111 ne in	The CLEC Coalition's language is most consistent with Arbitrator's Report
	13.3.3 If CLEC files a dispute and seel interim relief from the Commission, the SBC MISSOURI may not disconne CLEC or suspend order acceptance ov any open issues involved in the dispu- until the Commission has finally ruled of the interim relief request.	en et et	The CLEC Coalition's language is most consisten with Arbitrator's Report

<u>13.3.4 Issues that may be disputed under</u> this section include but are not limited to: (1) ordering and provisioning and maintenance and repair issues not resolved as provided for in the routine escalations processes; (2) parity issues and, (3) adherence to and interpretation		The CLEC Coalition's language is most consister with Arbitrator's Report
to: (1) ordering and provisioning and maintenance and repair issues not resolved as provided for in the routine escalations processes; (2) parity issues		• •
<u>maintenance</u> and <u>repair</u> issues not resolved as provided for in the routine escalations processes; (2) parity issues		with Arbitrator's Report
resolved as provided for in the routine escalations processes; (2) parity issues		
resolved as provided for in the routine escalations processes; (2) parity issues		
and (3) adherence to and interpretation		
of this Agreement's terms and	1	
conditions. Billing Disputes will be		
handled pursuant to section 9.4 of this	3	
Agreement.		
-		
13.4 Billing Disputes		The CLEC Coalition's
		language is most consiste
		with Arbitrator's Report

Attacl	nment I.A Detailed Language Decision	Matrix	
DP Issue: Section 1 - General Term			
CLEC/Group DPL Issue #		<u> </u>	Arbitrator's Position
		13.4.1 Each Party agrees to notify the	
	-	other Party of a billing dispute by	
		using the standard document, if any,	Report
	billing If a billed amount is paid and	made available by the Billing Party	
	subsequently disputed and ultimately	and may invoke the informal dispute	
		resolution process described in Section	
	interest shall be paid from the time	12.3. The Parties will endeavor to	
	payment was received through the time it	resolve the dispute within thirty (30)	
	was refunded. The Parties further agree	to sixty (60) calendar days after	
	that if any billing dispute is resolved in	receipt of the Non-Paying Party's	
	favor of the billing Party the billing Party	written notice. In order to resolve a	
		billing dispute, the Non-Paying Party	
	disputed, interest applied to the disputed	shall furnish the Billing Party written	
	amount as set forth in Section XX. Late	notice of (i) the date of the bill in	
	payment charges shall not be assessed to	question, (ii) CBA or BAN number of	
	disputed amounts.	the bill in question, (iii) telephone	
		number, circuit ID number or trunk	
		number in question, (iv) any USOC	
		information relating to the item	
		questioned, (v) amount billed (vi)	
		amount in question (vii) the reason	
		that the Non-Paying Party disputes	
		the billed amount and (viii) PON. To	
		be deemed a "dispute" under this	
		Section 12.4, the Non-Paying Party	
		must provide evidence that it has paid	
		the disputed amount.	

At			
DP Issue: Section 1 - General T	erms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	13.4.2 To the extent that any othe	r 13.4.2 Notwithstanding anything	SBC's language is most
	portions of this Agreement provide for a	a contained in this Agreement to the	consistent with Aribtrator
	bill closure process between the parties	contrary, a Party shall be entitled to	Report
	or if such a process is mutually agreed to	odispute only those charges which	
	by the Parties, the procedures involved	d appeared on a bill dated within the	
	in such processes will not be deemed to	o twelve (12) months immediately	
	place a particular billing item in dispute	epreceding the date on which the	
	for purposes of this Section.	Billing Party receives notice of such	
		dispute.	

	Attachment I.A Detailed Language Decisior	Matrix	
DP Issue: Section 1 - General		1	1
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<u>13.4.3 To initiate the billing dispute</u>		
	process, a Party must provide to the		
	other Party, written notice of the dispute		
	that includes both a detailed description		
	of the dispute and the name of a		
	representative with authority to resolve		
	the dispute who will serve as the		
	initiating Parties' representative. The		
	other Party shall have five (5) business	5	
	days to designate its own representatives		
	with authority to resolve the dispute	4	
	The location, form, frequency, and	L	
	conclusion of these discussions will be		
	left to the discretion of the		
	representatives. The parties will		
	endeavor to resolve the dispute within	1	
	thirty (30) calendar days of the initiation		
	of the dispute unless mutually agreed to		
	extend the period in writing. Neither	-	
	Party may deny a dispute without full		
	explanation of its reasons for such		
	denial. A dispute shall remain open		
	unless the parties mutually agree to close		
	the dispute.	1	
	13.5 Formal Resolution of Disputes	13.5 Formal Resolution of Disputes	+
	15.5 Tormar Resolution of Disputes	15.5 romai resolution of Disputes	

A	Attachment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - General <sup>·</sup> CLEC/Group DPL Issue #	Terms and Conditions CLEC Language	SPC Longuago	Arbitrator's Position
CLEC/Group DPL Issue #		<b>SBC Language</b> (13.5.1 Except as otherwise specifically	
		l set forth in this Agreement, for all	
		disputes arising out of or pertaining to	
			-
		this Agreement, including but not limited	
		to matters not specifically addressed	
	•	elsewhere in this Agreement <b>that</b> require	
	,	, clarification, renegotiation,	
		s modification <del>s</del> or addition <del>s</del> to this	
		Agreement, either Party may invoke	
	1 1	dispute resolution procedures available	
		pursuant to the complaint process of the	
	1 0	e MO-PSC. As an alternative to the	
	Parties may seek commercial binding		
	arbitration as specified in Section 9.6.	referenced in the preceding sentence,	
		and in lieu thereof, upon. Upon mutual	
		agreement, the Parties may seek	
		commercial binding arbitration as	
		specified in Section 9.6.	
	13.5.2 The Parties agree that the Dispute	e 13.5.2 The Parties agree that the Dispute	no apparent dispute
	Resolution procedures set forth in this	s Resolution procedures set forth in this	
	Agreement are not intended to conflic	Agreement are not intended to conflict	
	with applicable requirements of the Ac	t with applicable requirements of the Act	
	or the complaint process pursuant to MC	or the complaint process pursuant to MO	
	PSC with regard to procedures for the	e PSC rules with regard to procedures for	
		s the resolution of disputes arising out of	
	Agreement.	this Agreement.	

/	Attachment I.A Detailed Language Decision Matrix
DP Issue: Section 1 - General CLEC/Group DPL Issue #	Terms and Conditions CLEC Language SBC Language Arbitrator's Position
Charter GT&C 36	10.3.1 Dispute Resolution shall 10.3.1 Dispute Resolution shall Charter's language is most
	commence upon one Party's receipt of commence upon one Party's receipt of consistent with Arbitrator's
	written notice of a controversy or claim written notice of a controversy or claim Report
	arising out of or relating to this arising out of or relating to this
	Agreement or its breach. No Party may Agreement or its breach. No Party may
	pursue any claim unless such written pursue any claim unless such written
	notice has first been given to the other notice has first been given to the other
	Party. <u>A dispute shall be deemed</u> Party. There are three (3) separate
	"RESOLVED" when both Parties have Dispute Resolution methods:
	executed a written document detailing
	the resolution. Neither Party has the
	authority under this Agreement to
	declare a dispute to be <b>RESOLVED</b>
	without the concurrence of the other
	Party. In the absence of such
	concurrence, the dispute remains
	un <b>RESOLVED</b> . There are three (3)
	separate Dispute Resolution methods:
	10.3.1.1 Service Center (SBC 10.3.1.1 Service Center (SBC no apparent dispute
	MIDWEST REGION 5-STATE), LSC MIDWEST REGION 5-STATE), LSC
	(SBC-7STATE) or LEC-C (SBC (SBC-7STATE) or LEC-C (SBC
	CONNECTICUT); CONNECTICUT);
	10.3.1.2 Informal Dispute Resolution; 10.3.1.2 Informal Dispute Resolution; no apparent dispute
	and and Inc. In the second dimension of the second dim
	10.3.1.3 Formal Dispute 10.3.1.3 Formal Dispute Resolution, no apparent dispute
	Resolution, each of which is described each of which is described below.
	below.

Atta	achment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - General Te CLEC/Group DPL Issue #		SBC Language	Arbitrator's Position
	10.4 LSC/ Service Center/LEC-C Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written notice sent to SBC- 13STATE for such Disputed Amounts	10.4 LSC/ Service Center/LEC-C Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written notice sent to SBC- 13STATE for such Disputed Amounts must be made on the "13STATE Billing Claims Dispute Form".	

A	ttachment I.A Detailed Language Decisio	n Matrix	
DP Issue: Section 1 - General T CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		n 10.4.1 If the written notice given	
	_	a pursuant to Section 10.3 discloses that a	
	-	TCLEC dispute relates to billing, then the	
	Resale Service and/or Lawful Unbundle	d procedures set forth in this Section 10.4	
	Network Elements, then the procedure	s shall be used and the dispute shall first	t
	set forth in this Section 10.4 shall b	e be referred to the appropriate service	
	used and the dispute shall first b	e center [SBC MIDWEST REGION 5-	
	referred to the appropriate service center	r STATE Service Center; SBC-7STATE	
	[SBC MIDWEST REGION 5-STAT]	E Local Service Center (LSC); SBC	
	Service Center; SBC-7STATE Loca	al CONNECTICUT Local Exchange	
		C Carrier Center (LEC-C)] for resolution.	
		e In order to resolve a billing dispute,	
		n. CLEC shall furnish SBC-13STATE	
	• •	e, written notice of (i) the date of the bill	
		y in question, (ii) CBA/ESBA/ASBS or	
		h BAN number of the bill in question, (iii)	
		e telephone number, circuit ID number or	
	- · · ·	i) trunk number in question, (iv) any USOC	
	CBA/ESBA/ASBS or BAN number of		
		e questioned, (v) amount billed and (vi)	
	-	k amount in question and (vii) the reason	
		C that CLEC disputes the billed amount.	
		n To be deemed a "dispute" under this	
	-	i) Section 10.4, CLEC must provide	
	-	n evidence that it has either paid the	
	that CLEC disputes the billed amount.	disputed amount or established an	
		interest bearing escrow account that	
		complies with the requirements set forth in Section 8.4 of this Agreement a	
		forth in Section 8.4 of this Agreement a	

Atta	chment I.A Detailed Language Decision	Matrix	
DP Issue: Section 1 - General Ter CLEC/Group DPL Issue #		SRC Languago	Arbitrator's Position
CLEC/Group DPL Issue #	resolve Disputed Amounts appearing on SBC-13STATE's current billing statements <u>through good faith</u> <u>discussions</u> , <u>commercially reasonable</u> <u>exchange of information</u> , and	10.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on	SBC's language is most consistent with Arbitrator's Report
	resolve Disputed Amounts appearing on statements prior to the current billing statement through good faith discussions, commercially reasonable exchange of information, and negotiations, within thirty (30) to ninety (90) calendar days, but resolution may take longer	10.4.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not RESOLVED within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that CLEC furnishes all requisite information and evidence under Section 10.4.1), SBC-13STATE will notify CLEC of the status of the dispute and the expected resolution	consistent with Arbitrator's Report

Ą	ttachment I.A Detailed Language [	Decision Matrix	
DP Issue: Section 1 - General <sup>-</sup> CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		Amounts 10.4.4 Any notice of Disputed Amounts	
	• •	CLEC given by SBC-13STATE to CLEC	
		to the pursuant to Section 10.3 shallfurnish	
	extent commercially reasonable	<u>in</u> the CLEC written notice of: (i) the date of	-
	circumstances, furnish CLEC	written the bill in question, (ii) the account	t
	notice of: (i) the date of the	e bill in number or other identification of the bill	l
	question, (ii) the account nu	mber or in question, (iii) any telephone number	,
	other identification of the	bill in circuit ID number or trunk number in	L
	question, (iii) any telephone	number, question, (iv) any USOC (or other	
	circuit ID number or trunk nu	mber in descriptive information) questioned, (v)	
	question, (iv) any USOC (e	or other the amount billed, (vi) the amount in	1
		oned, (v) question, and (vii) the reason that SBC-	
		nount in 13STATE disputes the billed amount	
	-	nat SBC-The Parties shall attempt to resolve	
	-	amount. Disputed Amounts appearing on current	
	-	resolve billing statement(s) thirty (30) to sixty	
		n current (60) calendar days from the Bill Due	
	billing statement(s) through go		
	-	asonable furnishes all requisite information by the	
	exchange of information	, i	
		xty (60) appearing on statements prior to the	
	-	Due Date current billing statement within thirty	
	· ·	ishes all (30) to ninety (90) calendar days, but	
	1 5	Bill Due resolution may take longer depending or	
		ppearing the complexity of the dispute. If not	
	_	nt billing <b>RESOLVED</b> within thirty (30)	
		o ninety calendar days, CLEC will notify SBC-	
	•	ion may 13STATE of the status of the dispute	
	take longer depending on the cor	nplexity and the expected resolution date.	

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	10.4.5 Following the applicable period	d 10.4.5 If the Non-Paying Party is not	Charter's language is most
	for discussion, information exchange	e satisfied by the resolution of the	consistnet with Arbitrator's
	and negotiation, either Party may noti	fy billing dispute under this Section 10.4,	Report
	the other Party in writing that it wishes	to the Non-Paying Party may notify the	
	invoke the Informal Resolution	of <b>Billing Party</b> in writing that it wishes to	
	Disputes afforded pursuant to Section	on invoke the Informal Resolution of	
	10.5 of this Agreement	Disputes afforded pursuant to Section	
		10.5 of this Agreement.	
CC GT&C 19	53.0 Other Obligations	53.0 Intentionally Omitted	The CLEC Coalition's
			language is most consiste
			with Arbitrator's Report

ŀ	Attachment I.A Detailed Language Dec	cision Matrix	
DP Issue: Section 1 - General			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	53.1 The Parties agree within sixty		The CLEC Coalition's
	days of request by CLEC to estab		language is most consistent
	non-discriminatory process for har		with Arbitrator's Report
	escalations of unresolved matters re		
	to all major business proc		
	including but not limited to pre-order	-	
	service provisioning, billing, colloc		
	maintenance and repair (Esca		
	Process). The Escalation Proces		
	include at minimum provisions that		
	Party hereto will provide the other	-	
	hereto names, telephone numbers		
	pagers of managers up to the		
	President level for the escalation		
	unresolved matters, with timing for	each	
	escalation level of one (1) business	hour	
	to respond to the escalation befor	<u>e</u> <u>the</u>	
	issue is escalated to the next level.	The	
	Parties will be responsible to u	pdate	
	information as necessary to fac	ilitate	
	prompt resolution of escalations. 1	ssues	
	not resolved by the Escalation Pr	ocess	
	will be handled through the Di	spute	
	Resolution process described in Se	ection	
	9. Each Party further agrees to esta	ablish	
	an automatic internal esca	lation	
	procedure relating to unresolved dis	sputes	
	arising under this Agreement.	-	

	Attachment I.A Detailed Language Decisio	n Matrix	
DP Issue: Section 1 - General			
CLEC/Group DPL Issue #	CLEC Language           53.2         Allowance for Interruption of	SBC Language	Arbitrator's Position The CLEC Coalition's
	Service. A service interruption perio		language is most consisten
	begins when an out of service condition		with Arbitrator's Report
	of Interconnection or unbundle		with Arbitrator 3 Report
	Network Element is reported by th		
	<u>CLEC to SBC MISSOURI designate</u>		
	maintenance and repair contact point an		
	ends when the service is restored and		
	reported by SBC MISSOURI to th		
	CLEC's designated contact. N		
	allowance for a service outage will b		
	provided where the outage is due to the		
	actions of the CLEC, its agents of		
	Customers. Except as when liquidate		
	damages are paid under Section XX,		
	credit allowance will be made to the		
	CLEC where the service outage		
	isolated to SBC MISSOURI network	ς.	
	When a credit allowance does apply, the	e	
	credit will be determined based on th	e	
	monthly recurring rates applicable to the	e	
	service affected; however, the cred	it	
	allowance for a service outage or for	a	
	series of outages for a specific service	e	
	shall not, except where otherwise	se l	
	provided in this Agreement, exceed the		
	applicable monthly recurring rate for the		
	service(s) involved. For calculating	-	
	credit allowances, every month is consid	le	
Subpoint F: Non-Payment and	Procedures for Disconnection		

DP Issue: Section 1 - General Terms and Conditions         CLEC Language       SBC Language       Arbitrator's Por         AT&T GT&C 5       10.5.2 discontinue providing any Resale services, Unbundled Network Elements, functions, facilities, products or services       SBC Language       SBC's language         GT&C 12       functions, facilities, products or services       Network Elements, functions, facilities, furnished under this Agreement, subject       Network Elements, functions, facilities, products or services furnished under this       Report         CC GT&C 12       14.0 Non-payment and Procedures for Disconnection       14.1 Failure of CLEC to pay any undisputed charges may be grounds for fails to pay such charges when due and any portion of such charges mend any portion of such charges mend days after the due date of such Unpaid (Charges, SBC MISSOURI will notify having service disconnected, CLEC must ("Unpaid Charges"), and any portion       SBC's language	
CLEC/Group DPL Issue #         CLEC Language         SBC Language         Arbitrator's Poil           AT&T GT&C 5         10.5.2 discontinue providing any Resale services, Unbundled Network Elements, functions, facilities, products or services         10.5.2 discontinue providing any Resale services, Collocation, Unbundled functions, facilities, products or services         SBC's language consistent with / Report           CC GT&C 12         14.0 Non-payment and Procedures for Disconnection         14.1 Failure of Language         CLEC to pay any undisputed charges may be grounds for fails to pay such charges when due and any portion of such charges remain         14.1 Failure to pay any termination of this Agreement. If CLEC fails to pay such charges may be grounds for fails to pay such charges remain         16 CLEC to pay any termination of such charges remain unpaid more than fifteen (15) calendar         17 Failure to pay any charges billed to days after the due date of such Unpaid terming that in order to avoid         Party fails to pay any charges billed to days of the due date of such Unpaid terming that in order to avoid         Party fails to any Late Payment cLEC in writing that in order to avoid	
AT&T GT&C 5       10.5.2 discontinue providing any Resale services, Unbundled Network Elements, functions, facilities, products or services, furnished under this Agreement, subject       10.5.2 discontinue providing any Resale services, Collocation, Unbundled reminished under this Agreement, subject       SBC's language         CC GT&C 12       14.0 Non-payment and Procedures for Disconnection       Non-payment and Procedures for Disconnection       14.0 Non-payment and Procedures for Disconnection       14.1 Failure of CLEC to pay any undisputed charges may be grounds for fails to pay such charges when due and any portion of such charges remain unpaid more than fifteen (15) calendar       14.1 Failure to pay any charges billed to days after the due date of such Unpaid (Charges, SBC MISSOURI will notify CLEC in writing that in order to avoid       Network Elements, functions, facilities, Products or services furnished under this Network Elements, functions, facilities, Products or services furnished under this Network Elements under this Agreement. If a unpaid more than fifteen (15) calendar       14.1 Failure to pay any charges billed to days after the due date of such Unpaid it under this Agreement, including but rot limited to any Late Payment       Network	sition
remit all unpaid undisputed charges to SBC MISSOURI within fifteen (15) calendar days after receipt of said notice. Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section XX of this Agreement Agreement	e is most Arbitrator' spute e is most

<i>I</i>	Attachment I.A Detailed Language Decisi	on Matrix	
P Issue: Section 1 - General	Terms and Conditions		
LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		14.1.1 SBC MISSOURI will also provide any written notification to the Missouri Public Service Commission as required by applicable law.	consistent with Arbitrator
	and undisputed at the conclusion of t time period as set forth in Section 12 above (45 calendar days from the rece of the invoice for such unpaid charge	hat een RI nd C's be	consistent with Arbitrator's Report
		14.2.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in Section XX of this Agreement, together with the reasons for its	consistent with Arbitrator' Report
		dispute: and 14.2.2 pay all undisputed Unpaid Charges to the Billing Party; and	SBC's language is most consistent with Arbitrator' Report

A	Attachment I.A Detailed Language	e Decision Matrix	
	<b>T</b>		
DP Issue: Section 1 - General <sup>*</sup> CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		14.2.3 pay all Disputed Amounts	
		[other than disputed charges arising	
		from Appendix Reciproca	
		Compensation] into an interest	-
		bearing escrow account that complies	8
		with the requirements set forth in	
		Section XX, unless the nonpaying	F
		party is not required to escrow such	L .
		amounts pursuant to Section XX	
		herein: and	
		14.2.4 if the nonpaying party is	
		required to deposit Disputed Amounts	
		into an interest bearing escrow	-
		account, it must provide writter	
		evidence that it has established ar	
		interest bearing escrow account that	
		complies with all the terms set forth in	
		Section XX and deposited a sum equa	
		to the Disputed Amounts [other than	
		disputed charges arising from	
		Appendix Reciprocal Compensation	
		into that account. Until evidence that	
		the full amount of the Disputed	
		Charges [other than disputed charges	
		arising from Appendix Reciproca	
		Compensation] has been deposited	
		into an escrow account that complies with Section XX is furnished to the	
		Billing Party, such Unpaid Charges	
		will not be deemed to be "disputed' under Section 10.	
		under Section 10.	

ŀ	Attachment I.A Detailed Language Decision Matrix	
DP Issue: Section 1 - General		
CLEC/Group DPL Issue #	CLEC Language SBC Language Arbitrator's Position	
	14.3 If any CLEC charges remain unpaid 14.3 Issues related to Disputed SBC's language is m	
	and undisputed forty-five (45) calendar Amounts shall be resolved in consistent with Arbitr	rator's
	days past the receipt of the invoice accordance with the procedures Report	
	containing the unpaid charges as identified in the Dispute Resolution	
	described in Section 10.2 above and provision set forth in Section 13.	
	<u>CLEC</u> receives from <u>SBC</u> <u>MISSOURI</u>	
	the disconnect notice described in 10.2,	
	<u>CLEC will, at its sole expense and within</u>	
	fifteen (15) calendar days of receipt of	
	<u>SBC</u> <u>MISSOURI's notice</u> , <u>notify</u> its	
	customers and the customers of Record	
	that <u>CLEC's service</u> may be	
	disconnected and that its customers must,	
	in accordance with Commission's rules,	
	select a new local service provider within	
	sixty (60) calendar days. The notice will	
	also advise the customers that another	
	<u>CLEC</u> or <u>SBC</u> <u>MISSOURI</u> will assume	
	the customer's account at the end of the	
	sixty (60) calendar day period should the	
	<u>customers</u> <u>fail</u> <u>to</u> <u>select</u> <u>a</u> <u>new</u> <u>local</u>	
	service provider. Copies of CLEC's	
	notice shall be provided by CLEC to the	
	Commission and SBC MISSOURI at the	
	same time it is sent to CLEC's	
	customers.	

A	Attachment I.A Detailed Language Decisio	n Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	Terms and Conditions CLEC Language	SBC Language	Arbitrator's Position
CLEC/Group DPL Issue #	<u>v v</u>		
		e 14.4 After expiration of the written	
		L notice furnished pursuant to Section	
		10.1 hereof, if CLEC continues to fail	
		e to comply with Section 14.2.1 through	
		e 14.2.4, inclusive, or make payment(s)	
		s in accordance with the terms of any	
	service. These customers will receive		
		h arrangement, SBC MISSOURI may,	
		<u>in</u> addition to exercising any other	
		<u>n</u> rights or remedies it may have under	
		<u>f</u> Applicable Law, furnish a second	
		d written demand to CLEC for payment	
		<u>e</u> within five (5) Business Days of any of	
	establishment charges for switchin	g the obligations enumerated in Section	
	customers from CLEC to SB	[14.2.1. On the day that SBC	
	MISSOURI will be assessed to CLEO	MISSOURI provides such written	
	Unless CLECs' customers have bee	n demand to CLEC, SBC MISSOURI	
	transferred to another carrier, SB	may also exercise any or all of the	
	MISSOURI may not disconnect CLEC	s following options:	
	service without approval of th		
	Commission.		
			CDCIa languaga ia maat
		14.4.1 suspend acceptance of any	
		application, request or order from the	
		Non-Paying Party for new or	-
		additional Interconnection, Resale	
		Services, unbundled Network	
		Elements, Collocation, functions,	
		facilities, products or services under	1
		this Agreement: and/or	

ļ	Attachment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - General <sup>*</sup> CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
•		14.4.2 suspend completion of any	SBC's language is most
		pending application, request or order	consistent with Arbitrator's
		from the Non-Paying Party for new or	Report
		additional Interconnection, Resale	
		Services, unbundled Network	
		Elements, Collocation, functions,	
		facilities, products or services under	
		this Agreement.	
		e 14.5 Notwithstanding anything to the	
		t contrary in this Agreement, SBC	
		MISSOURI's exercise of any of its	
		options under Section 14.4, 14.4.1 and	
	MISSOURI will have the right to require		
	a deposit equal to one month's charge	<u>s</u>	
	(based on the highest previous month o	<u>f</u>	
	service from SBC MISSOURI) prior to	<u>0</u>	
	resuming service to CLEC afte	r	
	disconnect for nonpayment.		
		14.5.1 will not delay or relieve CLEC's	SBC's language is most
		obligation to pay all charges on each	
		and every invoice on or before the	
		applicable Bill Due Date, and	
		applicable bill but bate, and	
		14.5.2 will exclude any affected	
		application, request, order or service	consistent with Arbitrator's
		from any otherwise applicable	
		performance interval, Performance	
		Benchmark or Performance Measure.	

Ą	Attachment I.A Detailed Language Decision	n Matrix	
OP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	14.6 Beyond the specifically set ou	tt 14.6 A copy of the demand provided to	SBC's language is most
	limitations in this section, nothing hereit	<u>n</u> CLEC under Section 14.4 will be	consistent with Arbitrator's
	will be interpreted to obligate SBC	<b>C</b> provided to the Commission.	Report
	MISSOURI to continue to provid	e	
	service to any such customers or to limit	it	
	any and all disconnection rights SBC	2	
	MISSOURI may have with regard to	0	
	such customers.		
		n 14.7 All notices, affidavits, exemption	
		s certificates or other communications	
		y required or permitted to be given by	
	either Party to the other under thi	s either Party to the other under this	
		d Section 10, will be made in writing and	
	•	d will be delivered by certified mail, and	
		1 sent to the addresses stated in Section 11	
	and to the following:	and to the following:	na annarant dianuta
	To SBC MISSOURI:	To SBC MISSOURI:	no apparent dispute
	SBC MISSOURI CONTACT – Billing	e	no apparent dispute
	Address	Address	no opporant diaputo
	City, State, ZIP	City, State, ZIP	no apparent dispute
	To CLEC: CLEC CONTACT –	To CLEC: CLEC CONTACT –	no apparent dispute
	Billing	Billing	no apparent dispute no apparent dispute
	Address	Address	no apparent dispute
	City, State, ZIP	City, State, ZIP	no apparent dispute
		e Either Party may from time-to-time	
		e designate another address or addressee	
	e	e by giving notice in accordance with the	
		r terms of this Section. Any notice or	
		o other communication will be deemed to	
	be given when received.	be given when received.	
	be given when received.	be given when received.	

	Attachment I.A Detailed Language	e Decision Matrix
DP Issue: Section 1 - General CLEC/Group DPL Issue #	Terms and Conditions CLEC Language	SBC Language Arbitrator's Position
		14.7 If the Non-Paying Party fails to SBC's language is mos
		pay the Billing Party on or before the consistent with Arbitrate
		date specified in the demand letter Report
		provided under Section 10.4 of this
		Agreement, the Billing Party may,
		provided that the undisputed amount
		of the Unpaid Charges exceeds five
		percent (5%) of the aggregate amount
		billed by SBC MISSOURI to CLEC
		for the immediately preceding month
		under this Agreement, in addition to
		exercising any other rights or
		remedies it may have under
		Annlicable Law:
		14.7.1 cancel any pending application, SBC's language is mos
		request or order for new or additional consistent with Arbitrate
		Interconnection, Resale Services, Report
		unbundled Network Elements,
		Collocation, functions, facilities,
		products or services under this
		Agreement; and
		14.7.2 disconnect any Resale Services, SBC's language is mos
		unbundled Network Elements and/or consistent with Arbitrate
		Collocation furnished under this Report
		Agreement.
		14.7.2.1 Notwithstanding any SBC's language is mos inconsistent provisions in this consistent with Arbitrate
		inconsistent provisions in this consistent with Arbitrate Agreement, disconnection of service Report
		by SBC MISSOURI will comply with
		Missouri Public Service Commission
		rules.

	Attachment I.A Detailed Language	e Decision Matrix	
P Issue: Section 1 - General			
LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		14.8 Within five (5) calendar days	
		following any such disconnection, SBC	consistent with Arbitrator's
		MISSOURI will notify each Resale	Report
		End User that because of CLEC's	
		failure to pay SBC MISSOURI, the	
		End User's local service will continue	
		for an additional thirty (30) calendar	
		days and that the End User has thirty	r
		(30) calendar days from the	
		disconnection date to select a new	,
		Local Service Provider.	
		14.9 If any Resale End User fails to	SBC's language is most
		select a new Local Service Provider	
		within thirty (30) calendar days of the	Report
		disconnection, SBC MISSOURI may	7
		terminate the Resale End User's	
		service.	
		14.10. SBC MISSOURI will notify the	SBC's language is most
		Commission of the names of all Resale	consistent with Arbitrator's
		End Users whose local service was	
		terminated pursuant to Section 14.9.	
		F	
		14.11 CLEC shall be responsible for	SBC's language is most
		all charges for any service furnished	
		by SBC MISSOURI to any End User	
		pursuant to Section 14.8 hereof.	

ŀ	Attachment I.A Detailed Language	e Decision Matrix		
DP Issue: Section 1 - General Terms and Conditions				
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position	
		14.12 Nothing in this Agreement shall	SBC's language is most	
		be interpreted to obligate SBC	consistent with Arbitrator's	
		MISSOURI to continue to provide	Report	
		local service to any Resale End User		
		beyond the thirty (30) calendar day		
		selection period. Nothing herein shall		
		be interpreted to limit any and all		
		disconnection rights SBC MISSOURI		
		has with regard to such Resale End		
		Users under Applicable Law.		

OP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
ICI GT&C 7	If the Billed Party fails to pay all	10.1 Failure to pay all or any	SBC's language is most
	amounts due by the Bill Due Date, and	portion of any amount required to be	consistent with Arbitrator's
	none of the exceptions listed in	paid may be grounds for suspension or	Report
	Appendix Invoicing of this Agreement	disconnection of Resale Services,	
	apply to that amount, the Billing Party	Network Elements and Collocation as	
	may, in addition to exercising any other	provided for in this section. This	
	rights or remedies it may have under this	section does not apply to disputed	
	Agreement or Applicable Law, provide	charges and/or nonpayments arising	
	written demand (in accordance with the	from Appendix Reciprocal	
	notice requirements set forth in the	Compensation or Appendix Network.	
	General Terms and Conditions) to pay.		
	If the Billed Party does not respond to		
	the written demand to pay within five (5)		
	business days of receipt, the Billing		
	Party may provide a second notice. If		
	the Billed Party does not satisfy the		
	second written demand to pay within five		
	(5) business days of receipt, and the		
	Billed Party has 60 days or greater past		
	due balances for a BAN to which none		
	of the exceptions listed in Section 7		
	applies, the Billing Party may exercise		
	either, or both, of the following options		
	as to that BAN only: (i) require		
	provision of a deposit or increase an		
	existing deposit pursuant to a revised		
	deposit request, or (ii) refuse to accept		
	new, or complete pending, orders for the	1	

ŀ	Attachment I.A Detailed Language	e Decision Matrix	
OP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		10.2 If a Party fails to pay any	SBC's language is most
		charges billed to it under this section,	consistent with Arbitrator's
		including but not limited to any Late	Report
		Payment Charges or miscellaneous	
		charges ("Unpaid Charges"), and any	
		portion of such Unpaid Charges	
		remain unpaid after the Bill Due Date,	
		the Billing Party will notify the Non-	
		Paying Party in writing that in order	
		to avoid disruption or disconnection of	•
		the Resale Services, Network Elements	
		and/or Collocations, the Non-Paying	
		Party must remit all Unpaid Charges	
		to the Billing Party within ten (10)	
		Business Days following receipt of the	
		Billing Party's notice of Unpaid	
		Charges.	
		10.3 If the Non-Paying Party	SBC's language is most
		desires to dispute any portion of the	consistent with Arbitrator
		Unpaid Charges, the Non-Paying	Report
		Party must complete all of the	
		following actions not later than ten	
		(10) Business Days following receipt of	
		the Billing Party's notice of Unpaid	
		Charges:	

ŀ	Attachment I.A Detailed Language	e Decision Matrix	
OP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		10.3.1 notify the Billing Party in	SBC's language is most
		writing which portion(s) of the Unpaid	consistent with Arbitrator's
		Charges it disputes, including the total	Report
		amount disputed "Disputed	
		Amounts") and the specific details	
		listed in Section_XX5.5 of Appendix	
		Invoicing, together with the reasons	
		for its dispute; and	
		10.3.2 pay all undisputed Unpaid	SBC's language is most
		Charges to the Billing Party; and	consistent with Arbitrator's Report
		10.3.3 pay all Disputed Amounts	SBC's language is most
		into an interest bearing escrow	consistent with Arbitrator's
		account that is mutually agreed upon	Report
		by the Parties.	
		10.4 <b>Issues related to Disputed</b>	SBC's language is most
		Amounts shall be resolved in	consistent with Arbitrator's
		accordance with the procedures	Report
		identified in the Dispute Escalation	
		and Resolution section set forth below.	

ŀ	Attachment I.A Detailed Language	e Decision Matrix	
OP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		10.5After expiration of the written notice furnished pursuant to Section 10.2, if MCIm continues to fail to comply with Section 10.3.1 through 10.3.3, inclusive, or fails to make payment(s) in accordance with the terms of any mutually agreed payment arrangement, SBC MISSOURI may, in addition to exercising any other rights or remedies it may have under Applicable Law, furnish a second written demand to MCIm for payment within five (5) Business Days of any of the obligations enumerated in Section 10.1. On the day that SBC MISSOURI provides such written demand to MCIm, SBC MISSOURI may also exercise any or all of the following options:	
		10.5.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement: and/or	SBC's language is most consistent with Arbitrator's Report

ŀ	Attachment I.A Detailed Language	e Decision Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		10.5.2 suspend completion of any	SBC's language is most
		· · ·	consistent with Arbitrator's
		from the Non-Paying Party for new or	Report
		additional Interconnection, Resale	
		Services, Network Elements,	
		Collocation, functions, facilities,	
		products or services under this	
		Agreement.	
		10.6 <b>Notwithstanding anything to</b>	SBC's language is most
		the contrary in this Agreement, SBC	consistent with Arbitrator's
		MISSOURI's exercise of any of its	Report
		options under Section 10.5, 10.5.1 and	
		10.5.2:	
		10.6.1 will not delay or relieve	SBC's language is most
		MCIm's obligation to pay all charges	consistent with Arbitrator's
		on each and every invoice on or before	Report
		the applicable Bill Due Date, and	
		10.6.2 will exclude any affected	SBC's language is most
		application, request, order or service	consistent with Arbitrator's
		from any otherwise applicable	Report
		performance interval, Performance	
		Benchmark or Performance Measure.	
		10.7 A copy of the demand	SBC's language is most
		provided to MCIm under Section 10.5	
		will be provided to the Commission.	Report

ŀ	Attachment I.A Detailed Language	e Decision Matrix	
DP Issue: Section 1 - General			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		10.8 If the Non-Paying Party fails	
		to pay the Billing Party on or before	consistent with Arbitrator's
		the date specified in the demand letter	Report
		provided under Section 10.5 of this	
		Agreement, the Billing Party may, in	
		addition to exercising any other rights	
		or remedies it may have under	
		Applicable Law:	
		10.8.1 cancel any pending	SBC's language is most
		application, request or order from the	consistent with Arbitrator's
		Non-Paying Party for new or	Report
		additional Interconnection, Resale	
		Services, Lawful Unbundled Network	
		Elements, Collocation, functions,	
		facilities, products or services under	
		this Agreement: and	
		10.8.2 discontinue providing any	SBC's language is most
		Interconnection, Resale Services,	consistent with Arbitrator's
		Lawful Unbundled Network Elements	Report
		Collocation, functions, facilities,	
		products or services furnished under	
		this Agreement.	
			SBC's language is most
		the Commission of the names of all	consistent with Arbitrator's
		<b>Resale End User Customers whose</b>	Report
		local service was terminated pursuant	-
		to Section 10.	

DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Navigator GT&C 10	9.9 Intentionally Omitted	<ul> <li>9.9 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the times specified in Section 9.7 shall be grounds for termination of the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.</li> </ul>	SBC's language is most consistent with Arbitrator's Report

A	Attachment I.A Detailed Language Decision	n Matrix		
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language SBC Language Arbitrator's Posit			
	14.1 Failure to pay <u>non-disputed</u>	14.1 Failure to pay all or any portion of		
	charges to be paid may be grounds for	any amount required to be paid may be		
	disconnection of Resale Services,	grounds for disconnection of Resale		
	Unbundled Network Elements under this	Services, section 251 (c)(3) Unbundled		
	Agreement. If a Party fails to pay any	Network Elements under this Agreement.		
	non-disputed charges billed to it under	If a Party fails to pay any charges billed		
	this Agreement, including but not	to it under this Agreement, including		
	limited to any Late Payment Charges	but not limited to any Late Payment		
	or miscellaneous charges ("Unpaid	Charges or miscellaneous charges		
	Charges"), and any portion of such	("Unpaid Charges"), and any portion of		
	Unpaid non-disputed Charges remain	such Unpaid Charges remain unpaid		
	unpaid after the Bill Due Date, the	after the Bill Due Date, the Billing Party		
	Billing Party will notify the Non-Paying	will notify the Non-Paying Party in		
	Party in writing that in order to avoid	writing that in order to avoid disruption		
	-	or disconnection of the Resale Services,		
	Services, Lawful Unbundled Network	section 251 (c)(3) Unbundled Network		
	Elements furnished under this	Elements furnished under this		
	Agreement, the Non-Paying Party must	Agreement, the Non-Paying Party must		
	remit all Unpaid Non-disputed Charges	remit all Unpaid Charges to the Billing		
	to the Billing Party within ten (10)	Party within ten (10) Business Days		
	Business Days following receipt of the	following receipt of the Billing Party's		
	Billing Party's notice of Unpaid Charges.	notice of Unpaid Charges.		
	14.2 If the Non-Paying Party desires to	14.2 If the Non-Paying Party desires to	• •	
		dispute any portion of the Unpaid		
	disputed Unpaid Charges, the Non-	Charges, the Non-Paying Party must	-	
	Paying Party must complete all of the	complete all of the following actions not later then $(10)$ . Buying a David		
	following actions not later than ten (10)	later than ten (10) Business Days		
	Business Days following receipt of the	following receipt of the Billing Party's		
	Billing Party's notice of Unpaid Charges:	notice of Unpaid Charges:		

1	Attachment I.A Detailed Language Decisior	n Matrix	
OP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	14.2.4 if the nonpaying party is required	14.2.4 if the nonpaying party is required	
	to deposit Disputed Amounts into an	to deposit Disputed Amounts into an	
	interest bearing escrow account, it must	interest bearing escrow account, it must	
	provide written evidence that it has	provide written evidence that it has	
	established an interest bearing escrow	established an interest bearing escrow	
	account that complies with all the terms	account that complies with all the terms	
	set forth in Section 9.4 and deposited a	set forth in Section 9.4 and deposited a	
	sum equal to the Disputed Amounts	sum equal to the Disputed Amounts	
	[other than disputed charges arising from	other than disputed charges arising from	
	Appendix Reciprocal Compensation]	Appendix Reciprocal Compensation]	
	into that account.	into that account. Until evidence that	
		the full amount of the Disputed	
		Charges [other than disputed charges	
		arising from Appendix Reciprocal	
		Compensation] has been deposited	
		into an escrow account that complies	
		with Section 9.4 is furnished to the	
		Billing Party, such Unpaid Charges	
		will not be deemed to be "disputed"	
		under Section 10.	
	14.5.1 will not delay or relieve CLEC's	14.5.1 will not delay or relieve CLEC's	SBC's language is most
	obligation to pay all non-disputed	obligation to pay all charges on each and	• •
	charges on each and every invoice on or	every invoice on or before the applicable	
	before the applicable Bill Due Date, and	Bill Due Date, and	
T&T GT&C 6	5 1 5	5 1 5	SBC's language is most
	Applicable Law will SBC MISSOURI be	Applicable Law will SBC MISSOURI be	consistent with Arbitrator
	required to obtain an order from a	required to obtain an order from a	Report
	governmental, administrative, or	governmental, administrative, or	
ubpoint G: Deposits			

	Attachment I.A Detailed Language Decision	Matrix	
DP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language		Arbitrator's Position
Charter GT&C 30	7.1 <u>If CLEC fails to pay</u>	7.1 Upon request by SBC-	SBC's language is most
	undisputed amounts billed by SBC-	13STATE, CLEC will provide SBC-	consistent with Arbitrator's
	13STATE when due for two consecutive	13STATE with adequate assurance of	Report
	months, then SBC-13STATE may	payment of amounts due (or to become	
	request, assurance of payment of	due) to SBC-13STATE.	
	amounts due (or to become due) to SBC-		
	13STATE. Such assurance shall consist		
	of a deposit with SBC-13STATE of an		
	amount equal to two times CLEC's		
	average billings from SBC-13STATE		
	hereunder over the immediately		
	preceding six (6) months.		
	7.2 If SBC-13STATE has a	7.2 Assurance of payment may be	SBC's language is most
	deposit in its possession under Section	requested by SBC-12STATE if:	consistent with Arbitrator's
	7.1 hereof, SBC-13STATE shall return		Report
	such deposit, with interest, to CLEC		
	following three (3) consecutive months		
	in which CLEC has timely paid all		
	undisputed billings hereunder from SBC-		
	13STATE.		
		7.2.1 at the Effective Date CLEC had	
		not already established satisfactory	
		credit by having made at least twelve	
		(12) consecutive months of timely	
		payments to SBC-13STATE for	
		charges incurred as a CLEC; or	

ŀ	Attachment I.A Detailed Language	e Decision Matrix	
)P Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		7.2.2 in SBC-12STATE's reason	
		judgment, at the Effective Date of	
		any time thereafter, there has bee	
		impairment of the established cr	
		financial health, or credit worth	
		of CLEC. Such impairment will	
		determined from inform:	
		available from financial sou	
		including but not limited to Moo	
		Standard and Poor's, and the	Wall
		Street Journal. Financial informa	
		about CLEC that may be consid	ered
		includes, but is not limited to, inv	
		warning briefs, rating downgra	ades,
		and articles discussing pending c	redit
		problems; or	
		7.2.3 CLEC fails to timely pay a	•••
		rendered to CLEC by SBC-12ST	
		(except such portion of a bill th	at is Report
		subject to a good faith, bona	fide
		dispute and as to which CLEC	has
		complied with all requirements	s set
		forth in Section 9.3); or	

ŀ	Attachment I.A Detailed Language	e Decision Matrix	
P Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		7.2.4 CLEC admits its inability to pa	y SBC's language is not
		its debts as such debts become du	e, consistent with Arbitrator's
		has commenced a voluntary case (	r Report
		has had an involuntary ca	
		commenced against it) under the U.	8.
		Bankruptcy Code or any other la	w
		relating to insolvency, reorganization	n,
		winding-up, composition	or
		adjustment of debts or the like, h	as
		made an assignment for the benefit	of
		creditors or is subject to	a
		receivership or similar proceeding.	
		7.3 Unless otherwise agreed by the	e SBC's language is most
		Parties, the assurance of payment wi	II, consistent with Arbitrator
		at <u>SBC-12STATE's option</u> , consist of	Report
		7.3.1 a cash security deposit in U.	
		dollars held by SBC-12STATE ("Cas	h consistent with Arbitrator
		Deposit") or	Report
		7.3.2 an unconditional, irrevocab	
		standby bank letter of credit from	
		financial institution acceptable to SB	
		12STATE naming the SBC-owne	
		ILEC(s) designated by SBC-12STAT	
		as the beneficiary(ies) thereof an	
		otherwise in form and substan	
		satisfactory to SBC-12STAT	E
		("Letter of Credit").	

DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
			tter of SBC's language is most
		Credit must be in an amount ec	qual to consistent with Arbitrator's
		three (3) months anticipated c	harges Report
		(including, but not limite	ed to,
		recurring, non-recurring and	usage
		sensitive charges, termination c	charges
		and advance payments), as reas	onably
		determined by SBC-12STATE,	for the
		Interconnection, Resale Se	ervices,
		Lawful Unbundled Network Ele	ements,
		Collocation or any other fun	ictions,
		facilities, products or services	to be
		furnished by SBC-12STATE	under
		this Agreement.	

	Attachment I.A Detailed Language	e Decision Matrix	
P Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		7.3.3.1 Notwithstanding anything els	BBC's language is most
		set forth in this Agreement, SBC	
		SOUTHWEST REGION 5-STATI	
		will not request assurance of paymen	t
		of charges reasonably anticipated by	v
		SBC SOUTHWEST REGION 5	
		STATE to be incurred in Arkansas in	n
		an amount that would exceed one (1	
		month's projected bill for CLEC'	
		initial market entry; provided	
		however, that after three (3) month	·
		of operation, SBC SOUTHWEST	
		<b>REGION 5-STATE may reques</b>	
		assurance of payment of charge	
		reasonably anticipated by SBC	
		SOUTHWEST REGION 5-STATE to	
		be incurred in Arkansas in an amoun	
		not to exceed two times projected	
		average monthly billing to CLEC.	•
		7.3.3.2 Notwithstanding anything els	
		set forth in this Agreement, SBC	
		SOUTHWEST REGION 5-STATI	
		will not request assurance of paymen	
		of charges reasonably anticipated by	
		<u>SBC</u> SOUTHWEST REGION 5	
		STATE to be incurred in Oklahoma in	1
		an amount that would exceed two	
		times projected average monthly	y
		billing to CLEC.	

OP Issue: Section 1 - General	Terms and Conditions	
LEC/Group DPL Issue #	CLEC Language	SBC Language Arbitrator's Position
		7.4 To the extent that SBC-12STATE SBC's language is most
		elects to require a Cash Deposit, the consistent with Aribtrator
		Parties intend that the provision of Decision
		such Cash Deposit shall constitute the
		grant of a security interest in the Cash
		Deposit pursuant to Article 9 of the
		Uniform Commercial Code in effect in
		anv relevant iurisdiction.
		7.5 A Cash Deposit will accrue SBC's language is most
		interest, however, SBC-12STATE will consistent with Aribtrator
		not pay interest on a Letter of Credit. Decision
		7.6 SBC-12STATE may, but is not SBC's language is most
		obligated to, draw on the Letter of consistent with Aribtrator
		Credit or the Cash Deposit, as Decision
		applicable, upon the occurrence of any
		one of the following events:
		CLEC owes SBC-12STATE SBC's language is most
		undisputed charges under this consistent with Aribtrator
		Agreement that are more than thirty Decision
		(30) calendar days past due; or

	Attachment I.A Detailed Language	Decision Matrix	
P Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language Arbitrator's Pos	sition
		CLEC admits its inability to pay its SBC's language	is most
		debts as such debts become due, has consistent with A	ribtrator
		commenced a voluntary case (or has Decision	
		had an involuntary case commenced	
		against it) under the U.S. Bankruptcy	
		Code or any other law relating to	
		insolvency, reorganization, winding-	
		up, composition or adjustment of	
		debts or the like, has made an	
		assignment for the benefit of creditors	
		or is subject to a receivership or	
		similar proceeding; or	
		The expiration or termination of this SBC's language	is most
		Agreement. consistent with A	ribtrator
		Decision	
		7.7 If SBC-12STATE draws on the SBC's language	
		Letter of Credit or Cash Deposit, upon consistent with A	ribtrator
		request by SBC-12STATE, CLEC will Decision	
		provide a replacement or	
		supplemental letter of credit or cash	
		deposit conforming to the	
		requirements of Section 7.3.	

	Attachment I.A Detailed Language	e Decision Matrix	
) P Issue: Section 1 - General			·
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		7.8 Notwithstanding anything else set	SBC's language is most
		forth in this Agreement, if SBC-	consistent with Aribtrator
		12STATE makes a request for	Decision
		assurance of payment in accordance	<u>b</u>
		with the terms of this Section, then	
		SBC-12STATE shall have no	
		obligation thereafter to perform under	•
		this Agreement until such time as	5
		CLEC has furnished SBC-12STATE	
		with the assurance of payment	t
		requested; provided, however, that	t
		SBC-12STATE will permit CLEC a	1
		minimum of ten (10) Business Days to	
		respond to a request for assurance of	f
		payment before invoking this Section.	
		7.8.1 If CLEC fails to furnish the	
		requested adequate assurance of	consistent with Aribtrator
		payment on or before the date set	Decision
		forth in the request, SBC-12STATE	
		may also invoke the provisions set	t
		forth in Section 9.5 through Section	
		9.7.	

А	ttachment I.A Detailed Language Decisio	n Matrix	
DP Issue: Section 1 - General <sup>-</sup>	Forme and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
CLEC/Group DPL Issue #	CLEC Language	SBC Language7.9 The fact that a Cash Deposit orLetter of Credit is requested by SBC-12STATE shall in no way relieveCLEC from timely compliance with allpayment obligations under thisAgreement (including, but not limitedto, recurring, non-recurring and usagesensitive charges, termination chargesand advance payments), nor does itconstitute a waiver or modification ofthe terms of this Agreement pertainingto disconnection or re-entry for non-payment of any amounts required tobe paid hereunder.	SBC's language is most consistent with Aribtrator Decision
CC GT&C 3	payment history of one year or more with SBC MISSOURI or another ILEC, a	3.0Assurance of Paymentd3.1 Upon request by SBC MISSOURIhCLEC will provide SBC MISSOURInwith adequate assurance of payment	language is most consistne with Arbitrator's Report
	required.	ts A 25 te 2) h	

/	Attachment I.A Detailed Language Deci	sion Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
CLEC/Group DPL Issue #		posit 3.2.1 at the Effective Date CLEC had	
		the not already established satisfactory	
		work credit by having made a least twelve	
		this (12) consecutive months of timely	
		<u>y the</u> payments to SBC MISSOURI for	
	previous sentence shall be determine	ed as charges incurred as a CLEC.	
	follows: 3.2.1 for SBC MISSOURI,	if 3.2.2 in SBC MISSOURI's reasonable	SPC's languago is most
		<u>Date</u> , judgment, at the Effective Date or at	
	· · ·	<u>local</u> any time thereafter, there has been an	
		nitial impairment of the established credit,	
	-	t = of financial health, or credit worthiness	
	<u>\$17,000; or</u>	of CLEC. Such impairment will be	
		determined from information	
		available from financial sources,	
		including but not limited to Moody's,	
		Standard and Poor's, and the Wall	
		Street Journal. Financial information	
		about CLEC that may be considered	
		includes, but is not limited to, investor	
		warning briefs, rating downgrades,	
		and articles discussing pending credit	
		problems; or	
	3.2.2 for SBC MISSOURI,	if 3.2.3 CLEC fails to timely pay a bill	SBC's language is most
		Date, rendered to CLEC by SBC	
		rvice MISSOURI (except such portion of a	
		<u>Ill be</u> bill that is subject to a good faith,	
		the bona fide dispute and as to which	
	method set forth in Section 3.7 of		
	Agreement; or	requirements set forth in Section 9.3);	
		or	

A	ttachment I.A Detailed Language Decisior	n Matrix	
DP Issue: Section 1 - General 1			1
CLEC/Group DPL Issue #	CLEC Language		Arbitrator's Position
		a 3.2.4 CLEC admits its inability to pay	
		e its debts as such debts become due,	
		has commenced a voluntary case (or	
		has had an involuntary case	
		, commenced against it) under the U.S.	
		Bankruptcy Code or any other law	
		l relating to insolvency, reorganization,	
	Service Provider, SBC MISSOURI shall		
		adjustment of debts or the like, has	
		made an assignment for the benefit of	
	conditions set forth in Section 3.1	creditors or is subject to a	
	through Section 3.10 of this Agreemen		
	shall continue to apply in each state for		
	the Term. In determining whether CLEC		
	has established a minimum of twelve		
	(12) consecutive months good credit		
	history with each ILEC Affiliate of SBC		
	MISSOURI with which CLEC is doing		
	or has done business, CLEC's paymen	t	
	record with each ILEC Affiliate of SBC		
	MISSOURI for the most recent twelve	2	
	(12) months occurring within the twenty	4	
	four (24) month period immediately	Y	
	prior to the Effective Date shall be	2	
	considered.		
			I

A	Attachment I.A Detailed Language Decision	n Matrix	
		· · · · · · · · · ·	1
DP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	3.3 Any cash deposit shall be held by	3.3 Unless otherwise agreed by the	SBC's language is most
	SBC MISSOURI as a guarantee of	Parties, the assurance of payment will,	consistent with Arbitrator's
	payment of charges billed to CLEC,	at SBC MISSOURI's option, consist	Report
	provided, however, SBC MISSOURI	of:	
	may exercise its right to credit any cash		
	deposit to CLEC's account upon the		
	occurrence of any one of the following		
	events.		
	3.3.1 when SBC MISSOURI sends	3.3.1 a cash security deposit in U.S.	
	CLEC the second delinquency	dollars held by SBC MISSOURI	
	notification during the most recent	("Cash Deposit") or	Report
	twelve (12) months; or		
	-	3.3.2 an unconditional, irrevocable	
		standby bank letter of credit from a	
	accordance with Section 10.4; or	financial institution acceptable to SBC	
		<b>MISSOURI</b> naming SBC MISSOURI	
		as the beneficiary thereof and	
		otherwise in form and substance	
		satisfactory to SBC MISSOURI	
		("Letter of Credit").	

Att	achment I.A Detailed Language Decisior	n Matrix	
DP Issue: Section 1 - General To			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		3.4 The Cash Deposit or Letter of	
		Credit must be in an amount equal to	
		three (3) months anticipated charges	
		(including, but not limited to,	
	within sixty (60) days; or 3.3.5 when this	recurring, non-recurring and usage	
	Agreement expires or terminates; or	sensitive charges, termination charges	
		and advance payments), as reasonably	
		determined by SBC MISSOURI, for	
		the Interconnection, Resale Services,	
		unbundled Network Elements,	
		Collocation or any other functions,	
		facilities, products or services to be	
		furnished by SBC MISSOURI under	
		this Agreement.	
		3.5 To the extent that SBC	
	· · · · · · · · · · · · · · · · · · ·	MISSOURI elects to require a Cash	
		Deposit, the Parties intend that the	
		provision of such Cash Deposit shall	
	to CLEC's account so long as CLEC has	constitute the grant of a security	
		interest in the Cash Deposit pursuant	
	notification letter during the most recent	to Article 9 of the Uniform	
	twelve (12) months.	Commercial Code in effect in any	
		relevant iurisdiction.	
		3.6 A Cash Deposit will accrue simple	
	<u>3.3, interest will be calculated as</u>	interest, however, SBC MISSOURI	consistent with Arbitrator's
	specified in Section 8.2 and shall be	will not pay interest on a Letter of	Report
	credited to CLEC's account at the time	Credit.	
	that the cash deposit is credited to	2	
	CLEC's account.		

<i>I</i>	Attachment I.A Detailed Language Decisior	n Matrix	
OP Issue: Section 1 - General	Torms and Conditions		
LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	3.4 So long as CLEC maintains timely	3.7 SBC MISSOURI may, but is not	SBC's language is most
		obligated to, draw on the Letter of	
	SBC MISSOURI will not increase the	Credit or the Cash Deposit, as	
	deposit amount required. If CLEC fails	applicable, upon the occurrence of any	-
	to maintain timely compliance with its	one of the following events:	
	payment obligations, SBC MISSOURI		
	reserves the right to require additional		
	deposit(s) in accordance with Section 3.1		
	and Section 3.5 through Section 3.10.		
	-	f 3.7.1 CLEC owes SBC MISSOURI	
	operations, CLEC has been sent one		consistent with Arbitrator'
	delinquency notification letter by SBC	Agreement that are more than thirty	Report
	MISSOURI, the deposit amount shall be	e (30) calendar days past due; or	
	re-evaluated based upon CLEC's actua	1	
	billing totals and shall be increased i		
	CLEC's actual billing average:	_	
		3.7.2 CLEC admits its inability to pay	
	month period exceeds the deposi	<u>t</u> its debts as such debts become due,	consistent with Arbitrator
	amount held; or	has commenced a voluntary case (or	Report
		has had an involuntary case	
		commenced against it) under the U.S.	
		Bankruptcy Code or any other law	
		relating to insolvency, reorganization,	
		winding-up, composition or	
		adjustment of debts or the like, has	
		made an assignment for the benefit of	
		creditors or is subject to a	
		receivership or similar proceeding; or	
		proceeding, or	

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	3.6 Throughout the Term, any time <u>CLEC has been sent two (2) delinquency</u> <u>notification letters by SBC MISSOURI,</u> <u>the deposit amount shall be re-evaluated</u> <u>based upon CLEC's actual billing totals</u> <u>and shall be increased if CLEC's actual</u>	3.7.3 The expiration or termination of this Agreement.	
	billing average:         3.6.1 for SBC MISSOURI for a two (2)	3.8 If SBC MISSOURI draws on the t Letter of Credit or Cash Deposit, upon request by SBC MISSOURI, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 3.3.	consistent with Arbitrator' Report
	3.7 Whenever a deposit is re-evaluated as specified in Section 3.5 or Section 3.6, such deposit shall be calculated in an amount equal to the average billing to CLEC for a two (2) month period. The most recent three (3) months billing on all of CLEC's CBAs and BANs for Resale Services or Network Elements within that state shall be used to calculate CLEC's monthly average.	3.9 Notwithstanding anything else set forth in this Agreement, if SBC MISSOURI makes a request for assurance of payment in accordance with the terms of this Section, then SBC MISSOURI shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished SBC MISSOURI with the assurance of payment requested; provided, however, that SBC MISSOURI will permit CLEC a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.	consistent with Arbitrator' Report

A	Attachment I.A Detailed Language Decision	Matrix	
DP Issue: Section 1 - General			
CLEC/Group DPL Issue #	CLEC Language		Arbitrator's Position
		3.9.1 If CLEC fails to furnish the	
	to the average billing to CLEC for a two	requested adequate assurance of	
	(2) month period in Missouri, SBC	payment on or before the date set	Report
	MISSOURI shall add the amount of any	forth in the request, SBC MISSOURI	
	charges that would be applicable to	may also invoke the provisions set	
	transfer all of CLEC's then-existing End-	forth in Section 14	
	Users of Resale Services to SBC		
	MISSOURI in the event of CLEC's		
	disconnection for non-payment of		
	charges. The resulting sum is the		
	amount of the deposit.		
	3.7.1 (XSPEDIUS ONLY):		The CLEC Coalition's
			language is not consistent
			with Arbitrator's Decision
	In no event will Xspedius be subject to		The CLEC Coalition's
	an assurance or payment to SBC		language is not consistent
	MISSOURI that exceeds one month's		with Arbitrator's Decision
	projected average billing by SBC		
	MISSOURI to Xspedius, less the amount		
	of billings by Xspedius to SBC		
	MISSOURI. If SBC owes Xspedius		
	more than \$500,000 then a deposit		
	would not be required until such time as		
	the outstanding balance is reduced below		
	this amount	1	

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
•	3.8 Whenever a deposit is re-evaluated		The CLEC Coalition's
	as specified in Section 3.5 and Section		language is not consisten
	3.6, CLEC shall remit the additional		with Arbitrator's Decision
	deposit amount to SBC MISSOURI		
	within thirty (30) calendar days of		
	receipt of written notification from SBC		
	MISSOURI requiring such deposit. If		
	<u>CLEC</u> fails to furnish the required		
	deposit within thirty (30) calendar days		
	of receipt of written notice requesting		
	such deposit, SBC MISSOURI shall		
	begin the process set forth in Section 10		
	of this Agreement for that state. If		
	<u>CLEC</u> continues to fail to furnish the		
	required deposit at the expiration of the		
	fourteen (14) calendar days specified in		
	Section 10.2 of this Agreement, then		
	SBC MISSOURI shall begin the		
	procedure(s) set forth in Sections 10.4		
	through 10.11 of this Agreement.		

A	ttachment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - General T CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	3.9 This cash deposit requirement may		The CLEC Coalition's
	be satisfied in whole or in part with an		language is not consistent
	irrevocable bank letter of credit		with Arbitrator's Decision
	acceptable to SBC MISSOURI, or a		
	surety bond underwritten by a company		
	approved by the Missouri Insurance		
	Department to underwrite such surety		
	bonds. No interest shall be paid by SBC		
	MISSOURI for any portion of the		
	deposit requirement satisfied by an		
	irrevocable bank letter of credit or surety	7	
	bond. SBC MISSOURI may demand		
	payment from the issuing bank or		
	bonding company of any irrevocable		
	bank letter of credit or surety bond upon	_	
	the occurrence of any of the events listed	1	
	in Section 3.3.1 through 3.3.4.		
	3.10 <u>The fact that SBC</u>	3.10 The fact that a Cash Deposit or	SBC's language is most
		<u>t</u> Letter of Credit is requested by SBC	
		<u>s</u> MISSOURI shall in no way relieve	
		CLEC from timely compliance with all	
	compliance with its payment obligation		
	under this Agreement.	Agreement (including, but not limited	
		to, recurring, non-recurring and usage	
		sensitive charges, termination charges	
		and advance payments), nor does it	
		constitute a waiver or modification of	
		the terms of this Agreement pertaining	
		to disconnection or re-entry for non-	
		payment of any amounts required to	
		be paid hereunder.	

<i>F</i>	Attachment I.A Detailed Language Decision	n Matrix	
	<b>T</b>		
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
MCI GT&C 6	9.1 In accordance with the requirement		SBC's language is most
	of this Section, either Party may require		consistent with Arbitrator's
	the other to provide security deposits to		Report
	ensure payment of the other's accounts.		
	Any deposit charged pursuant to this		
	Section shall be on an individual billing		
	account basis and neither Party shall be		
	permitted to charge a security deposit for	<u>r</u>	
	any individual billing account unless, (i)	_	
	two (2) times during any Contract Year,		
	the other Party has been more than thirty	<u>,</u>	
	(30) days late in making timely payment	s	
	of undisputed amounts due under this		
	Agreement for the billing account in		
	question and (ii) the past due amount is		
	more than two months of average		
	monthly billing. For purposes of this		
	Section 9, "Contract Year" means a		
	twelve (12) month period during the terr	<u>n</u>	
	of the Agreement commencing on the		
	Effective Date and each anniversary		
	thereof. Except as set forth in Section		
	9.1, the amount of any security deposit		
	charged pursuant to this Section 9 shall		
	not exceed the amount billed for the		
	billing account in question by the Party		
	requiring the deposit to the other Party d	<u>u</u>	

/	Attachment I.A Detailed Language Decisio	n Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	9.2 Change in Deposit Amount. Eithe		SBC's language is most
	Party holding any deposit pursuant to	Party, the Billed Party will provide	consistent with Arbitrator's
	this Section may increase the amount of		Report
	that deposit to reflect the average	assurance of payment of amounts due	
	monthly billing for the most recent two-	(or to become due) to the Billing	
	month period for the individual billing	Party.	
	account for which the deposit is being		
	held. The Party providing a deposit may	7	
	also require that the amount of its depos		
	be decreased based on average monthly		
	billing for the most recent two-month		
	period.		
		9.2.1 at the Effective Date the	SBC's language is most
		Paying Party had not already	consistent with Arbitrator's
		established satisfactory credit by	Report
		having made at least twelve (12)	
		consecutive months of timely	
		payments to the Other Party for	
		charges incurred as a CLEC or ILEC;	
		or 9.2.2 at the Effective Date or at any	SBC's language is not
		time thereafter, there has been an	consistent with Arbitrator's
		impairment of the established credit,	Report
		financial health or creditworthiness of	
		the Billed Party. Such impairment will	
		be determined from information	
		available from financial sources, that	
		the Billed Party has not maintained a	
		BBB or better long term debt rating	
		or an A-2 or better short term debt	
		rating by Standard and Poor's for the	
		nrior six months: or	

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		9.2.3 The Party (a) fails to timely	SBC's language is most
		pay a bill rendered to it (except such	consistent with Arbitrator's
		portion of a bill that is subject to a	Report
		good faith, bona fide dispute and as to	
		which the Non-Paying Party has	
		complied with the billing dispute	
		requirements set forth herein), and (b)	
		the amount of such undisputed	
		delinquency exceeds five percent (5%)	
		of the aggregate amount billed by SBC	
		<b>MISSOURI</b> to MCIm under this	
		Agreement for the month in question;	
		or	
		9.2.4 The Billed Party admits its	SBC's language is not
		inability to pay its debts as such debts	consistent with Arbitrator
		become due, has commenced a	Report
		voluntary case (or has had an	
		involuntary case commenced against	
		it) under the U.S. Bankruptcy Code or	
		any other law relating to insolvency,	
		reorganization, winding-up,	
		composition or adjustment of debts or	
		the like, has made an assignment for	
		the benefit of creditors or is subject to	
		a receivership or similar proceeding.	

Ą	Attachment I.A Detailed Language Decision	Matrix	
DP Issue: Section 1 - General <sup>-</sup>	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	9.3 Form of Deposit. Any security	9.3 Unless otherwise agreed by	SBC's language is most
	deposit provided pursuant to this Section	the Parties any assurance of payment	consistent with Arbitrator's
	shall be in the form of an irrevocable	required by the previous section shall	Report
	letter of credit, bond, cash deposit or	consist of:	
	other form of security acceptable to the		
	Parties. Any cash deposit provided		
	pursuant to this Agreement shall accrue		
	simple interest at the rate of six percent		
	(6%) annually and shall be payable to		
	when the security deposit is returned.		
		9.3.1 a cash security deposit	SBC's language is most
		("Cash Deposit") held by the Billing	consistent with Arbitrator's
		Party or;	Report
		9.3.2 an unconditional, irrevocable	SBC's language is most
		standby bank Letter of Credit from a	consistent with Arbitrator's
		U.S. financial institution acceptable to	Report
		both Parties naming the Billing Party	
		as the beneficiary thereof and	
		otherwise in form and substance	
		satisfactory to both Parties("Letter of	
		Credit").	

А	ttachment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - General 1 CLEC/Group DPL Issue #	Cerms and Conditions	SBC Language	Arbitrator's Position
ZEC/Group DPL Issue #	CLEC Language	<b>SBC Language</b> 9.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), for the Interconnection, Resale Services, Network Elements, Collocation or any other functions, facilities, products or services to be furnished by the Billing Party under this Agreement.	SBC's language is most consistent with Arbitrator's Report
	9.4 Return of Deposit. If, at any time after a deposit is requested, the Party providing the deposit makes timely payments for the individual billing accounts for which a deposit is being held for six (6) consecutive months, the Party requiring the deposit will promptly relinquish the deposit and return it to the other Party. In addition, if the Party requiring the deposit ceases providing service to the other pursuant to this Agreement, that Party shall return any deposit within thirty (30) days after it has ceased providing service.	effect in any relevant jurisdiction.	Report

A	ttachment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - General 1	Ferms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	9.5 <u>Obligation to Make Timely</u> <u>Payments. The fact that a security</u> <u>deposit has been provided in no way</u> <u>relieves either Party from complying</u> <u>with the requirements of this Agreement</u> <u>regarding payment of bills.</u>	9.5 All cash deposits will accrue interest payable when the deposit is returned to the Billing Party. However, the Billing Party will not pay interest on a Letter of Credit.	SBC's language is most consistent with Arbitrator's Report
	9.6 <u>In the event that a Party providing</u> a security deposit continues to be in arrears for amounts due under this Agreement, the Party holding the deposit may credit to the other party's accounts that portion of the deposit equal to amounts that are more than one hundred twenty (120) days past due.	9.6 If during the course of this Agreement the Billed Party paying the Deposit establishes a minimum of twelve (12) consecutive months good credit history with the Billing Party when doing business as a local service provider, the Billing Party holding the Deposit(s) shall return the initial deposits, with interest; provided, however, that the terms and conditions set forth herein shall continue to apply for the remainder of the Term. In determining whether a Billed Party has established a minimum of twelve (12) consecutive months good credit history, the Billed Party's payment record for the most recent twelve (12) monthly billings occurring within the prior twenty-four (24) months shall be considered.	Report

	Attachment I.A Detailed Language	e Decision Matrix	
DD lasure Os etian 4. Osmanal			
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
·		9.7 Any cash deposit shall be held	SBC's language is most
		as a guarantee of payment of charges	consistent with Arbitrator's
		billed, provided, however, the Billing	Report
		Party holding the Deposit may	
		exercise its right to credit any cash	
		deposit to the Billing Party's account	
		upon the occurrence of any one of the	
		following events:	
		9.7.1 the Billed Party owes the	SBC's language is most
		<b>Billing Party undisputed charges</b>	consistent with Arbitrator's
		under this Agreement that are more	Report
		than thirty (30) calendar days past	
		due or	
		9.7.2 the Billed Party admits its	SBC's language is not
		inability to pay its debts as such debts	consistent with Arbitrator's
		become due, has commenced a	Report
		voluntary case (or has had an	
		involuntary case commenced against	
		it) under the U.S. Bankruptcy Code or	
		any other law relating to insolvency,	
		reorganization, winding-up,	
		composition or adjustment of debts or	
		the like, has made an assignment for	
		the benefit of creditors or is subject to	
		a receivership or similar proceeding;	
		or	
		9.7.3 when this Agreement expires or	
		terminates; or	consistent with Arbitrator's
			Report

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		9.7.4 during the month following	SBC's language is most
		the expiration of twelve (12) months	consistent with Artibtrator
		after that cash deposit was remitted,	Report
		the Billing Party holding the Deposit	
		shall credit any cash deposit to the	
		Billing Party's account so long as it	
		has not been sent more than one	
		delinquency notification letter for that	
		state during the most recent twelve	
		(12) months.	
		9.8 So long as the Billed Party	SBC's language is not
		maintains timely compliance with its	consistent with Arbitrator
			Report
		holding the Deposit will not increase	
		the deposit amount required. If the	
		Billing Party fails to maintain timely	
		compliance with its payment	
		obligations, the Billing Party holding	
		the Deposit reserves the right to	
		require additional deposit(s) in	
		accordance with this Section.	

DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		9.9 If during the first six (6) months of operations in MISSOURI, the Billed Party has been sent one delinquency notification letter by the Billing Party holding the Deposit, the deposit amount for that state shall be re-evaluated based upon the actual billing totals and shall be increased if the Billing Party's actual billing average for the two (2) month period exceeds the deposit amount held.	SBC's language is most consistent with Arbitrator's Report
		9.9.1 Throughout the Term, any time the Billed Party has been sent two (2) delinquency notification letters for any one state by the Party holding the Deposit, the deposit amount shall be re evaluated based upon actual billing totals and shall be increased if the Billed Party's actual billing average for the three (3) month period exceeds the deposit amount held.	

A	Attachment I.A Detailed Language	e Decision Matrix	
)P Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	OLLO Language	9.10 Whenever a deposit is re- evaluated as specified herein, such deposit shall be calculated in an amount equal to the average billing for four (4) month period. The most recent four (4) months billing on all Billing Account Numbers (BAN)s for Resale Services, Network Elements, and Reciprocal Compensation shall be used to calculate the monthly average.	SBC's language is most consistent with Arbitrator's Report
		9.11 <b>Intentionally Omitted.</b>	SBC's language is most consistent with Arbitrator's Report
		9.12 Whenever a deposit is re- evaluated, the Billed Party shall remit the additional deposit amount to the Billing Party holding the Deposit within ten (10) calendar days of receipt of written notification requiring such deposit. If the Billed Party fails to furnish the required deposit, the Party holding the Deposit shall suspend the Billed Party's ability to process orders until the deposit is	Report
		9.13 Intentionally Omitted.	SBC's language is most consistent with Arbitrator's Report

	Attachment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - Genera	al Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
CLEC/Group DPL Issue #	CLEC Language	9.14 The fact that the Billing	SBC's language is most consistent with Arbitrator's Report
Navigator GT&C 4a	must be in an amount equal to <u>one (1)</u> months anticipated charges (including, but not limited to, recurring, non- recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by SBC MISSOURI, for the Interconnection, Resale Services, Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be	3.4 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non- recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by SBC MISSOURI, for the Interconnection, Resale Services, section 251 (c)(3) Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by SBC MISSOURI under this Agreement.	consistent with Arbitrator's Report

	Attachment I.A Detailed Language Decisior	n Matrix	
DP Issue: Section 1 - General			Aubitustada Dasitian
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		t 3.9 Notwithstanding anything else set	
		forth in this Agreement, if SBC	
	-	r MISSOURI makes a request for	
	1 1	assurance of payment in accordance with	
		the terms of this Section, then SBC	
		MISSOURI shall have no obligation	
	thereafter to perform under this	s thereafter to perform under this	
		s Agreement until such time as CLEC has	
	furnished SBC MISSOURI with the	e furnished SBC MISSOURI with the	
	assurance of payment requested	; assurance of payment requested;	
	provided, however, that SBC	provided, however, that SBC	
	MISSOURI will permit CLEC a	a MISSOURI will permit CLEC a	
	minimum of twenty (20) Business Days	s minimum of ten (10) Business Days to	
	to respond to a request for assurance o	frespond to a request for assurance of	•
	payment before invoking this Section.	payment before invoking this Section.	
Sprint GT&C 10	Sprint submits that the SBC proposed	<b>17. ASSURANCE OF PAYMENT</b>	SBC's language is most
	section be eliminated from the final IAC.		consistent with Arbitrator's
			Report
		7.1 Upon request by SBC-13STATE,	SBC's language is most
		CLEC will provide SBC-13STATE	consistent with Arbitrator's
		with adequate assurance of payment	Report
		of amounts due (or to become due) to	
		SBC-13STATE.	
		7.2 Assurance of payment may be	SBC's language is most
		requested by SBC-12STATE if:	consistent with Arbitrator's
			Report
		7.2.1 at the Effective Date CLEC had	
		not already established satisfactory	
		credit by having made at least twelve	
		(12) consecutive months of timely	
		payments to SBC-13STATE for	
		charges incurred as a CLEC; or	

ŀ	Attachment I.A Detailed Language	e Decision Matrix	
)P Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		7.2.2 in SBC-12STATE's reason	
		judgment, at the Effective Date of	
		any time thereafter, there has bee	
		impairment of the established cr	
		financial health, or credit worth	
		of CLEC. Such impairment will	
		determined from inform:	
		available from financial sou	
		including but not limited to Moo	
		Standard and Poor's, and the	Wall
		Street Journal. Financial informa	
		about CLEC that may be consid	ered
		includes, but is not limited to, inv	
		warning briefs, rating downgra	ades,
		and articles discussing pending c	redit
		problems; or	
		7.2.3 CLEC fails to timely pay a	•••
		rendered to CLEC by SBC-12ST	
		(except such portion of a bill th	at is Report
		subject to a good faith, bona	fide
		dispute and as to which CLEC	has
		complied with all requirements	s set
		forth in Section 9.3); or	

ŀ	Attachment I.A Detailed Language	e Decision Matrix	
P Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		7.2.4 CLEC admits its inability to pa	y SBC's language is not
		its debts as such debts become du	e, consistent with Arbitrator's
		has commenced a voluntary case (	r Report
		has had an involuntary ca	
		commenced against it) under the U.	8.
		Bankruptcy Code or any other la	w
		relating to insolvency, reorganizatio	n,
		winding-up, composition	or
		adjustment of debts or the like, h	as
		made an assignment for the benefit	of
		creditors or is subject to	a
		receivership or similar proceeding.	
		7.3 Unless otherwise agreed by the	e SBC's language is most
		Parties, the assurance of payment wi	II, consistent with Arbitrator
		at SBC-12STATE's option, consist of	Report
		7.3.1 a cash security deposit in U.	S. SBC's language is most
		dollars held by SBC-12STATE ("Cas	h consistent with Arbitrator
		Deposit") or	Report
		7.3.2 an unconditional, irrevocab	
		standby bank letter of credit from	a consistent with Arbitrator
		financial institution acceptable to SB	
		12STATE naming the SBC-owne	
		ILEC(s) designated by SBC-12STAT	E
		as the beneficiary(ies) thereof an	
		otherwise in form and substan	ce
		satisfactory to SBC-12STAT	E
		("Letter of Credit").	

DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
			tter of SBC's language is most
		Credit must be in an amount ec	qual to consistent with Arbitrator's
		three (3) months anticipated c	harges Report
		(including, but not limite	ed to,
		recurring, non-recurring and	usage
		sensitive charges, termination c	charges
		and advance payments), as reas	onably
		determined by SBC-12STATE,	for the
		Interconnection, Resale Se	ervices,
		Lawful Unbundled Network Ele	ements,
		Collocation or any other fun	ictions,
		facilities, products or services	to be
		furnished by SBC-12STATE	under
		this Agreement.	

<i>F</i>	Attachment I.A Detailed Language	e Decision Matrix	
P Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		7.3.3.1 Notwithstanding anything else	SBC's language is most
		set forth in this Agreement, SBC	consistent with Arbitrator
		SOUTHWEST REGION 5-STATE	Report
		will not request assurance of paymen	t
		of charges reasonably anticipated by	7
		SBC SOUTHWEST REGION 5	-
		STATE to be incurred in Arkansas in	1
		an amount that would exceed one (1	
		month's projected bill for CLEC'	5
		initial market entry; provided	
		however, that after three (3) month	
		of operation, SBC SOUTHWEST	
		<b>REGION 5-STATE may reques</b>	
		assurance of payment of charge	
		reasonably anticipated by SBC	
		SOUTHWEST REGION 5-STATE to	
		be incurred in Arkansas in an amoun	
		not to exceed two times projected	
		average monthly billing to CLEC.	-
		7.3.3.2 Notwithstanding anything else	SBC's language is most
		set forth in this Agreement, SBC	
		SOUTHWEST REGION 5-STATE	
		will not request assurance of paymen	-
		of charges reasonably anticipated by	
		SBC SOUTHWEST REGION 5	
		STATE to be incurred in Oklahoma in	
		an amount that would exceed two	
		times projected average monthly	
		billing to CLEC.	<u></u>

DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language Arbitrator's Position
•		7.4 To the extent that SBC-12STATE SBC's language is more
		elects to require a Cash Deposit, the consistent with Arbitrat
		Parties intend that the provision of Report
		such Cash Deposit shall constitute the
		grant of a security interest in the Cash
		Deposit pursuant to Article 9 of the
		Uniform Commercial Code in effect in
		anv relevant iurisdiction.
		7.5 A Cash Deposit will accrue SBC's language is mos
		interest, however, SBC-12STATE will consistent with Arbitrat
		not pay interest on a Letter of Credit. Report
		7.6 SBC-12STATE may, but is not SBC's language is most
		obligated to, draw on the Letter of consistent with Arbitrat
		Credit or the Cash Deposit, as Report
		applicable, upon the occurrence of any
		one of the following events:
		7.6.1 CLEC owes SBC-12STATE SBC's language is more
		undisputed charges under this consistent with Arbitrat
		Agreement that are more than thirty Report
		(30) calendar days past due; or

	Attachment I.A Detailed Language	e Decision Matrix	
OP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		7.6.2 CLEC admits its inability to	SBC's language is not
		pay its debts as such debts become	consistent with Arbitrator's
		due, has commenced a voluntary case	Report
		(or has had an involuntary case	
		commenced against it) under the U.S.	
		Bankruptcy Code or any other law	r
		relating to insolvency, reorganization,	,
		winding-up, composition or	·
		adjustment of debts or the like, has	
		made an assignment for the benefit of	
		creditors or is subject to a	l l
		receivership or similar proceeding; or	
		7.6.3 The expiration or	SBC's language is not
		termination of this Agreement.	consistent with Arbitrator's
			Report
		7.7 If SBC-12STATE draws on the	
		Letter of Credit or Cash Deposit, upon	
		request by SBC-12STATE, CLEC will	Report
		provide a replacement or	
		supplemental letter of credit or cash	
		deposit conforming to the	
		requirements of Section 7.3.	

/	Attachment I.A Detailed Language	e Decision Matrix	
DP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language Arbitrator's Position	on
		7.8 Notwithstanding anything else set SBC's language is r	nost
		forth in this Agreement, if SBC- consistent with Arbi	trator's
		12STATE makes a request for Report	
		assurance of payment in accordance	
		with the terms of this Section, then	
		SBC-12STATE shall have no	
		obligation thereafter to perform under	
		this Agreement until such time as	
		CLEC has furnished SBC-12STATE	
		with the assurance of payment	
		requested; provided, however, that	
		SBC-12STATE will permit CLEC a	
		minimum of ten (10) Business Days to	
		respond to a request for assurance of	
		payment before invoking this Section.	
		7.8.1 If CLEC fails to furnish the SBC's language is r	nost
		requested adequate assurance of consistent with Arbi	trator's
		payment on or before the date set Report	
		forth in the request, SBC-12STATE	
		may also invoke the provisions set	
		forth in Section 9.5 through Section	
		9.7.	

ŀ	Attachment I.A Detailed Language Decis	sion Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	Terms and Conditions CLEC Language	SBC Language	Arbitrator's Position
		7.9 The fact that a Cash Deposit or	
		Letter of Credit is requested by SBC-	
		12STATE shall in no way relieve	
		CLEC from timely compliance with all	
		payment obligations under this	
		Agreement (including, but not limited	
		to, recurring, non-recurring and usage	
		sensitive charges, termination charges	
		and advance payments), nor does it	
		constitute a waiver or modification of	
		the terms of this Agreement pertaining	
		to disconnection or re-entry for non-	
		payment of any amounts required to	
		be paid hereunder.	
		7.10 For adequate assurance of	
		payment of amounts due (or to	
		,	Report
		CONNECTICUT, see the applicable	
		DPUC ordered tariff.	
Wiltel GT&C 10		y be 7.2 Assurance of payment may be	
	requested by <b><u>SBC-12STATE</u></b> if:	requested by <u>SBC-12STATE</u> if:	consistent with Arbitrator's Report
	7.2.1 at the Effective Date CLEC had	1 not 7.2.1 at the Effective Date CLEC had not	
		t by already established satisfactory credit by	<b>3 3</b>
	5	past having made at least twelve (12)	
		elve consecutive months of <b>timely</b> payments	
		ts to to <u>SBC-13STATE</u> for charges incurred	
	<b><u>SBC-13STATE</u></b> for charges incurred		
	a CLEC; or		

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	7.2.2 at the Effective Date or at any tim thereafter, there has been an impairme of the established credit, financial healt or credit worthiness of CLEC that result	ne 7.2.2 in <u>SBC-12STATE</u> 's reasonable nt judgment, at the Effective Date or at any h, time thereafter, there has been an <u>ts</u> impairment of the established credit, or financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or	consistent with Arbitrator' Report
	<u>more</u> bills rendered to CLEC in an <u>twelve-month period</u> by <b>SBC-12STAT</b> (except such portion of a bill that subject to a good faith, bona fide disput and as to which CLEC has complied with all requirements set forth in Section 9.3	or 7.2.3 CLEC fails to timely pay <b>a</b> bill by rendered to CLEC by <b>SBC-12STATE</b> (except such portion of a bill that is is subject to a good faith, bona fide dispute te and as to which CLEC has complied with th all requirements set forth in Section 9.3), provided that such failure to timely pay ay is not due to billing delays or other cause on the part of <b>SBC-12STATE</b> ; or	consistent with Arbitrator' Report

Attac	hment I.A Detailed Language Decision	Matrix	
DP Issue: Section 1 - General Terr			Autoteche alle Dis stations
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		7.7 If <u>SBC-12STATE</u> draws on the	
		Letter of Credit or Cash Deposit, upon	
		request by <b>SBC-12STATE.</b> CLEC will	
		provide a replacement or supplemental	
	replacement or supplemental letter of	letter of credit or cash deposit	
	credit or cash deposit conforming to the	conforming to the requirements of	
	requirements of Section 7.3	Section 7.3	
Subpoint H: Other GT&C Issues			
CC GT&C 4a	2.9 Upon termination or expiration of	2.9 Intentionally Omitted	SBC's language is most
	this Agreement, in accordance with	-	consistent with Arbitrator's
	Sections XX, etc.:		Report
	2.9.1 Each Party shall continue to		SBC's language is most
	comply with its obligations set forth in	•	consistent with Arbitrator's
	Section XX Survival of Obligations; and		Report
			•
	2.9.2 Each Party shall promptly pay all	2.9.2 Intentionally Omitted	SBC's language is most
	amounts, including any late payment		consistent with Arbitrator's
	charges, owed under this Agreement;		Report
		2.9.3 Intentionally Omitted	SBC's language is most
	obligations shall survive after	-	consistent with Arbitrator's
	termination or expiration for a period of		Report
	time equal to the term of the Agreement		
	or the applicable Statute of Limitations.		
	whichever is less; and	2	
		2.9.4 Intentionally Omitted	SBC's language is most
	obligations shall survive after	-	consistent with Arbitrator's
	termination or expiration for a period of		Report
	time equal to the term of the Agreement		
	or the applicable Statute of Limitations.		
	whichever is less.		
		4.0 Effective Date and Term of	no apparent dispute
	Agreement	Agreement	

DP Issue: Section 1 - General <sup>·</sup> CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	4.3 The terms and conditions and ra	ates 4.6 If a Request /Notice is not received	SBC's language is most
		will pursuant to Section 4.3 then this	
	continue to apply until the earlier of	f (i) Agreement shall remain in full force and	Report
		the effect on and after the expiration of the	
		t <u>e</u> a Term on a month-to- month basis unti	
	-	tive terminated pursuant to this Section or	
		nths Section 4.6 or 4.7. During any month-to	
		URI month extension of this Agreement, the	
		<u>(1)</u> rates, terms and conditions of this	
		has Agreement shall continue in full force	
		case and effect until the earlier of (i) the	
		ests effective date of its successor agreement	
		the whether such successor agreement is	
		this established via negotiation, arbitration or	
	-	ring pursuant to Section 252(i) of the Act; or	
		$\underline{\text{ons}}$ (ii) the date that is ten (10) months after	
	and, if applicable, arbitration.	the date on which SBC MISSOUR	
		received CLEC's Section 252(a)(1)	
		Request to Negotiate.	

P Issue: Section 1 - General			
LEC/Group DPL Issue #	pursuant to Section 4.3 then this Agreement shall remain in full force and effect on and after the expiration of the Term on a month-to- month basis until terminated pursuant to this Section of Section 4.6 or 4.7. During any month-to- month extension of this Agreement, the rates, terms and conditions of this	e MISSOURI submits a Notice, the Il Request/Notice does not activate the r negotiation timeframe set forth in this Agreement, If CLEC's Request is e pursuant to Section 252(a)(1), CLEC s will delineate the items desired to be	consistent with the Arbitrator's Report.
	and effect until the earlier of (i) the effective date of its successor agreement whether such successor agreement i established via negotiation, arbitration o pursuant to Section 252(i) of the Act; o (ii) the date that is ten (10) months afte the date on which SBC MISSOUR	e negotiated. Not later than 45 days e from receipt of said Request/Notice, t, the receiving Party will notify the s sending Party of additional items r desired to be negotiated, if any. The r Parties will begin negotiations not r later than 135 days prior to expiration I of this Agreement. If CLEC's Request ) is made pursuant to Section 252(i), the Agreement selected for adoption will be prepared for execution by the Parties.	

Att	achment I.A Detailed Language Decisior	n Matrix		
DP Issue: Section 1 - General Terms and Conditions				
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position	
	4.6 As long as a non-paying Party has	4.6 If at any time during the Section	The CLEC Coalition's	
	disputed unpaid amounts in good faith	252(a)(1) negotiation process (whether	language is most consistent	
	and pursuant to the terms of this	prior to or after the expiration date or	with the Arbitrator's Report	
	Agreement, non-payment is not to be	termination date of this Agreement),		
	deemed, nor should it be construed as, a	CLEC withdraws its Section 252(a)(1)		
	material breach of this Agreement.	request, CLEC must include in its		
		notice of withdrawal either a request		
		to adopt a successor agreement under		
		Section 252(i) of the Act or an		
		affirmative statement that CLEC does		
		not wish to pursue a successor		
		agreement with SBC MISSOURI for		
		the state of Missouri. The rates, terms		
		and conditions of this Agreement shall		
		continue in full force and effect until		
		the later of: 1) the expiration of the		
		term of this Agreement, or 2) the		
		effective date of the successor		
		agreement being adopted under		
		section 252(i) as set forth above.		

P Issue: Section 1 - General I FC/Group DPL Issue #		SBC Language	Arbitrator's Position
LEC/Group DPL Issue #	disputed unpaid amounts in good faith and pursuant to the terms of this Agreement, non-payment is not to be	SBC Language 4.7 If the CLEC fails to timely respond to SBC MISSOURI's Section 4.3 Notice, then the rates, terms and conditions of this Agreement shall a continue in full force and effect until the later of: 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided its Request or received SBC MISSOURI's Notice. If the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC's Request or receipt of SBC	consistent with the Arbitrator's Report.
		MISSOURI's Notice, the Parties shall have no further obligations under this Agreement except those set forth in Section 4.10 of this Agreement.	

<i>F</i>	Attachment I.A Detailed Language Decision Matrix				
P Issue: Section 1 - General Terms and Conditions					
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position		
	4.8 Notwithstanding any other provision	<b>4.8</b> Notwithstanding any other provision	no apparent dispute		
	of this Agreement, either Party may	of this Agreement, either Party may			
	terminate this Agreement and the	terminate this Agreement and the			
	provision of any Interconnection, Resale	provision of any Interconnection, Resale			
	Services, unbundled Network Elements	, Services, unbundled Network Elements,			
	functions, facilities, products or services	functions, facilities, products or services			
	provided pursuant to this Agreement, at	provided pursuant to this Agreement, at			
	the sole discretion of the terminating	the sole discretion of the terminating			
		Party, in the event that the other Party			
		fails to perform a material obligation or			
		breaches a material term of this			
	-	Agreement, and the other Party fails to			
	-	cure such nonperformance or breach			
		within forty-five (45) calendar days after			
		written notice thereof. Any termination			
		of this Agreement pursuant to this			
		Section 4.8 shall take effect immediately			
		upon delivery of written notice to the			
	-	other Party that it failed to cure such			
	-	nonperformance or breach within forty-			
		five (45) calendar days after written			
	notice thereof.	notice thereof.			

	Attachment I.A Detailed Language Decision	n Matrix	
P Issue: Section 1 - General			Aukitustaula Dasitiau
LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	-	r 4.9 If pursuant to Section 4.4 this	
		Agreement continues in full force and	
		I effect on a month-to-month basis after	
		h the expiration of the Term, either	
		n Party may terminate this Agreement	
	-	s by delivering written notice to the	
	0	r other Party of its intention to	
		d terminate this Agreement, subject to	
		y Sections 4.6, and 4.7. Neither Party	
		o shall have any liability to the other	
	pay SBC MISSOURI for the charge	s Party for termination of this	
	incurred during the transition of service	Agreement pursuant to this Section	
	SBC MISSOURI shall not terminat	$e^{4.9}$ other than its obligations under	
	service to CLEC's end users and such		
	service shall be provided pursuant to th		
	terms of the interconnection agreement		
	during this transition period. In th		
	event CLEC withdraws from providing		
	local service, it shall not prevent (from		
	an operational or administrativ		
	standpoint) its end users from bein		
	transitioned to a new LEC. SBC		
	MISSOURI and CLEC shall continu	e	
	their responsibilities under the terms and	d	
	conditions of the terminated or expired	d	
	Agreement for any order submitted to	o	
	SBC MISSOURI in connection with thi	s	
	transition of service.		
	4.13 Upon termination or expiration of	f 4.10 Upon termination or expiration	SBC's language is most
		h of this Agreement in accordance with	
	Sections XX, etc.:		Arbitrator's Report.

A	ttachment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - General T	Ferms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	comply with its obligations set forth in	4.10.1 Each Party shall continue to comply with its obligations set forth in Section 50 Survival of Obligations; and	consistent with the
	4.13.2 Each Party shall promptly pay all amounts, including any late payment charges, owed under this Agreement;		SBC's language is most consistent with the Arbitrator's Report.

A	ttachment I.A Detailed Language De	cision Matrix	
DP Issue: Section 1 - General 1 CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		ntiality 4.11 In the event of expiration or	
	obligations shall survive	after termination of this Agreement other than	
	termination or expiration for a per	riod of pursuant herein, SBC MISSOURI and	Arbitrator's Report.
	time equal to the term of the Agree	eement CLEC shall cooperate in good faith to	
	or the applicable Statute of Limit	ations, effect an orderly and timely transition of	•
	whichever is less; and	service provided under this Agreement to	
		CLEC or to another vendor but in any	
		event not later than the 91 <sup>st</sup> day after	
		the expiration or termination of this	
		Agreement. So long as CLEC fulfills	
		said obligation to effect an orderly and	
		timely transition of service, and	
		continues to pay SBC MISSOURI for	
		the charges incurred during the transition	
		of service, SBC MISSOURI shall not	
		terminate service to CLEC's End Users	
		and such service shall be provided	
		pursuant to the terms of the	
		interconnection agreement during this	
		transition period. In the event CLEC	
		withdraws from providing local service,	
		it shall not prevent (from an operational	
		or administrative standpoint) its end	
		users from being transitioned to a new	
		LEC. SBC MISSOURI and CLEC shall	
		continue their responsibilities under the	
		terms and conditions of the terminated or	
		expired Agreement for any order submitte	

A	Attachment I.A Detailed Language De	ecision Matrix	
Diaguas Cantion 1. Compared	Terms and Conditions		
P Issue: Section 1 - General LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		ication 4.12 Should CLEC opt to incorporate	
	obligations shall survive	<u>after</u> any provision for interconnection	
		riod of service, or unbundled Network	
		eement Element from another Commission	
		ations, approved interconnection agreemen	
	whichever is less.	into this Agreement pursuant to	
		Section 252(i) of the Act and 47 C.F.R	
		§ 51.809, such incorporated provision	n
		shall expire on the date it would have	e
		expired under the interconnection	ı
		agreement from which it was taken	
		Should CLEC opt to incorporate any	<i>y</i>
		provision for interconnection, service	e
		or unbundled Network Element fron	1
		this Agreement into another	r
		Commission-approved interconnection	n
		agreement pursuant to Section 252(i	)
		of the Act, the provision from this	
		Agreement shall expire on the date	
		specified in Section 4.1 above and shal	
		not control the expiration date of any	
		other <del>the</del> provision <del>s</del> of the other	r
		interconnection agreement. Al	-
		monetary obligations of the Parties to	
		one another under the immediately	
		previous interconnection agreemen	
		between the Parties shall remain in	
		full force and effect and shal	
		constitute monetary obligations of the	9
		Parties under this Agreement.	

/	Attachment I.A Detailed Language Decisior	Matrix		
	× ×			
DP Issue: Section 1 - General Terms and Conditions				
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position	
	<u>4.14 SBC MISSOURI will make</u>			
	available any interconnection, service on			
	network element provided under an			
	agreement approved by a regulatory			
	commission under Section 252 of the Act			
	to which it is a party to any other			
	requesting telecommunications carrier			
	upon the same terms and conditions as			
	those provided in the agreement in			
	accordance with Section 252(i) of the			
	Act, as that Section has been interpreted			
	by the FCC in its implementing rule(s)			
	as such rules may be amended from time			
	to time, along with any other relevant			
	decision(s) by a regulatory or legislative			
	body or court of competent jurisdiction			
	(subject to any appeals or associated			
	review.			
ICI GT&C 4	MCI withdrew its language of 5 years	MCI withdrew its language of 5 years	No dispute.	
	and accepted SBC's language of 3 years.	and accepted SBC's language of 3 years.		
	Remaining disputed language is address	Remaining disputed language is		
	in GT&C 5.	addressed in GT&C 5.		

LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	7.2 The term of this Agreement shall	7.2 The term of this Agreement shall	SBC's language is most
	commence upon the Effective Date of	commence upon the Effective Date of	consistent with the
	this Agreement and will remain in effect	this Agreement and will remain in effect	Arbitrator's Report.
	for three (3) years after the Effective	for three (3) years after the Effective	
	Date and continue in full force and	Date and continue in full force and effect	
	effect, thereafter until (i) superseded in	on a month to month basis, thereafter	
	accordance with the requirements of this	until (i) superseded in accordance with	
	section or (ii) terminated pursuant to the	the requirements of this section or (ii)	
	requirements of this section. No earlier	terminated pursuant to the requirements	
	than one-hundred eighty (180) days	of this section. No earlier than one-	
	before the expiration of the term, either	hundred eighty (180) days before the	
	Party may request that the Parties	expiration of the term, either Party may	
	commence negotiations to replace this	request that the Parties commence	
	Agreement with a superseding agreement	negotiations to replace this Agreement	
	by providing the other Party with a	with a superseding agreement by	
	written request to enter into negotiations.	providing the other Party with a written	
		request to enter into negotiations. If this	
		Agreement continues in full force and	
		effect after the expiration of the Term,	
		either Party may terminate this	
		Agreement after delivering written	
		notice to the other Party of its	
		intention to terminate this Agreement,	
		subject to the survivability causes	
		contained herein.	

OP Issue: Section 1 - General Terms and Conditions				
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position	
VICI GT&C 5	7.2 The term of this Agreement shall	7.2 The term of this Agreement shall	SBC's language is most	
	commence upon the Effective Date of	commence upon the Effective Date of	consistent with Arbitrator's	
	this Agreement and will remain in effect	this Agreement and will remain in effect	Report	
	for three $(3)_{-}$ years after the Effective	for three (3) years after the Effective		
	Date and continue in full force and	Date and continue in full force and effect		
	effect, thereafter until (i) superseded in	on a month to month basis, thereafter		
	accordance with the requirements of this	until (i) superseded in accordance with		
	section or (ii) terminated pursuant to the	the requirements of this section or (ii)		
	requirements of this section. No earlier	terminated pursuant to the requirements		
	than one-hundred eighty (180) days	of this section. No earlier than one-		
	before the expiration of the term, either	hundred eighty (180) days before the		
	Party may request that the Parties	expiration of the term, either Party may		
	commence negotiations to replace this	request that the Parties commence		
	Agreement with a superseding agreement	negotiations to replace this Agreement		
	by providing the other Party with a	with a superseding agreement by		
	written request to enter into negotiations.	providing the other Party with a written		
		request to enter into negotiations. If this		
		Agreement continues in full force and		
		effect after the expiration of the Term,		
		either Party may terminate this		
		Agreement after delivering written		
		notice to the other Party of its		
		intention to terminate this Agreement,		
		subject to the survivability causes		
		contained herein.		

A	Attachment I.A Detailed Language De	ecision Matrix	
P Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
CLEC/Group DPL Issue #	7.7 Intentionally Omitted	SBC Language7.7If either Party serves notice of expiration herein, MCIm shall have ten (10) calendar days to provide SBC MISSOURI written confirmation if MCIm wishes to pursue a successor agreement with SBC MISSOURI MCIm shall identify the action to be taken. If MCIm wishes to pursue a successor agreement with SBC, MISSOURI MCIm shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with SBC MISSOURI under Sections 251/252 of the Act. Upon receipt of MCI's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.	SBC's language is most consistent with Arbitrator's Report
	7.8 Intentionally Omitted	7.8 If written notice is not issued herein, the rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which SBC MISSOURI received MCIm's Section 252(a)(1) request	l Report

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
•	7.9 Intentionally Omitted	7.9 If at any time during the Section	SBC's language is most
		252(a)(1) negotiation process (prior to	consistent with Arbitrator's
		or after the expiration date or	Report
		termination date of this Agreement),	
		MCIm withdraws its Section 252(a)(1)	
		request, MCIm must include in its	
		notice of withdrawal a request to	
		adopt a successor agreement under	
		Section 252(i) of the Act or	
		affirmatively state that MCIm does	
		not wish to pursue a successor	
		agreement with SBC MISSOURI for a	
		given state. The rates, terms and	
		conditions of this Agreement shall	
		continue in full force and effect until	
		the later of: 1) the expiration of the	
		term of this Agreement, or 2) the	
		expiration of ninety (90) calendar days	
		after the date MCIm provides notice	
		of withdrawal of its Section 252(a)(1)	
		request.	

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	7.10 Intentionally Omitted	7.9.1 If the Term of this Agreement	SBC's language is most
		has expired, on the earlier of (i) the	consistent with Arbitrator's
		ninety-first (91st) calendar day	Report
		following SBC MISSOURI's receipt	
		of MCIm's notice of withdrawal of its	
		Section 252(a)(1) request or (ii) the	
		effective date of the agreement	
		following approval by the Commission	
		of the adoption of an agreement under	
		252(i), the Parties shall, have no	
		further obligations under this	
		Agreement except those set forth in	
		this Agreement.	

A	Attachment I.A Detailed Language	e Decision Matrix	
DP Issue: Section 1 - General			Aubitrotorio Desition
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		7.10 If MCIm does not affirmatively	SBC's language is most
		state that it wishes to pursue a	consistent with Arbitrator's
		successor agreement with SBC	Report
		MISSOURI in its, as applicable, notice	
		of expiration or termination or the	
		written confirmation required after	
		receipt of the SBC-owned ILEC's	
		notice of expiration or termination,	
		then the rates, terms and conditions of	
		this Agreement shall continue in full	
		force and effect until the later of 1) the	
		expiration of the Term of this	
		Agreement, or 2) the expiration of	
		ninety (90) calendar days after the	
		date MCIm provided or received	
		notice of expiration or termination. If	
		the Term of this Agreement has	
		expired, on the ninety-first (91st) day	
		following MCIm provided or received	
		notice of expiration or termination,	
		the Parties shall have no further	
		obligations under this Agreement	
		except those set forth in this	
		Agreement.	

DP Issue: Section 1 - General 1 CLEC/Group DPL Issue # Charter GT&C 29	CLEC Language5.6 If either Party serves notice ofexpiration pursuant to Section 5.2 ofSection 5.4, CLEC shall have ten (10)calendar days to provide SBC-13STATHwritten confirmation if CLEC wishes topursue a successor agreement with SBC13STATE or terminate its agreementCLEC shall identify the action to be	<b>SBC Language</b> f 5.6 If either Party serves notice of r expiration pursuant to Section 5.2 or ) Section 5.4, CLEC shall have ten (10) c calendar days to provide SBC-13STATE o written confirmation if CLEC wishes to - pursue a successor agreement with SBC- t. 13STATE or terminate its agreement.	consistent with Arbitrator's Report
CLEC/Group DPL Issue #	CLEC Language5.6 If either Party serves notice ofexpiration pursuant to Section 5.2 ofSection 5.4, CLEC shall have ten (10)calendar days to provide SBC-13STATHwritten confirmation if CLEC wishes topursue a successor agreement with SBC13STATE or terminate its agreementCLEC shall identify the action to be	f 5.6 If either Party serves notice of r expiration pursuant to Section 5.2 or ) Section 5.4, CLEC shall have ten (10) E calendar days to provide SBC-13STATE o written confirmation if CLEC wishes to - pursue a successor agreement with SBC- t. 13STATE or terminate its agreement.	Charter's language is mos consistent with Arbitrator's Report
	5.6 If either Party serves notice o expiration pursuant to Section 5.2 o Section 5.4, CLEC shall have ten (10 calendar days to provide SBC-13STATH written confirmation if CLEC wishes to pursue a successor agreement with SBC 13STATE or terminate its agreement CLEC shall identify the action to be	f 5.6 If either Party serves notice of r expiration pursuant to Section 5.2 or ) Section 5.4, CLEC shall have ten (10) E calendar days to provide SBC-13STATE o written confirmation if CLEC wishes to - pursue a successor agreement with SBC- t. 13STATE or terminate its agreement.	Charter's language is mos consistent with Arbitrator's Report
	expiration pursuant to Section 5.2 o Section 5.4, CLEC shall have ten (10 calendar days to provide SBC-13STATH written confirmation if CLEC wishes to pursue a successor agreement with SBC 13STATE or terminate its agreement CLEC shall identify the action to be	r expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) calendar days to provide SBC-13STATE written confirmation if CLEC wishes to pursue a successor agreement with SBC- 13STATE or terminate its agreement.	consistent with Arbitrator's Report
	Section 5.4, CLEC shall have ten (10 calendar days to provide SBC-13STATE written confirmation if CLEC wishes to pursue a successor agreement with SBC 13STATE or terminate its agreement CLEC shall identify the action to be	) Section 5.4, CLEC shall have ten (10) calendar days to provide SBC-13STATE written confirmation if CLEC wishes to pursue a successor agreement with SBC- 13STATE or terminate its agreement.	Report
	calendar days to provide SBC-13STATH written confirmation if CLEC wishes to pursue a successor agreement with SBC 13STATE or terminate its agreement CLEC shall identify the action to be	E calendar days to provide SBC-13STATE written confirmation if CLEC wishes to pursue a successor agreement with SBC- 13STATE or terminate its agreement.	
	written confirmation if CLEC wishes to pursue a successor agreement with SBC 13STATE or terminate its agreement CLEC shall identify the action to be	written confirmation if CLEC wishes to - pursue a successor agreement with SBC- t. 13STATE or terminate its agreement.	
	13STATE or terminate its agreement CLEC shall identify the action to be	. 13STATE or terminate its agreement.	
	CLEC shall identify the action to be	-	
	-		
	taken on each applicable (13) state(s) I	e CLEC shall identify the action to If	
	union on each application (15) state(5).	feither Party serves notice of expiration	
	CLEC wishes to pursue a successo	r pursuant to Section 5.2 or Section 5.4,	
		C CLEC shall have ten (10) calendar days	
		r to provide SBC-13STATE written	
		s confirmation if CLEC wishes to pursue a	
	applicable, a written request to	-	
	•	-13STATE or terminate its agreement.	
		e CLEC shall identify the action to be	
		e taken on each applicable (13) state(s). If	
	•	n CLEC wishes to pursue a successor	
		) agreement with SBC-13STATE, CLEC	
	-	d shall attach to its written confirmation or	
	faith negotiations on a successo		
	agreement, and this Agreement shall		
	· · ·	h commence negotiations with SBC-	
	successor agreement.	13STATE under Sections 251/252 of the	
		Act and identify each of the state(s) the	
		successor agreement will cover. Upon	
		receipt of CLEC's Section 252(a)(1)	
		request, the Parties shall commence good	
		faith negotiations on a successor agreeme	
CC GT&C 14			

	Attachment I.A Detailed Language De	ecision Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	35.1 SBC MISSOURI wi responsible for obtaining and kee effect all Federal Communi Commission, state reg commission, franchise authorit other regulatory approvals that r required in connection with performance of its obligations und Agreement. CLEC will be resp for obtaining and keeping in eff Federal Communications Comm state regulatory commission, fra authority and other regulatory app that may be required in connection its offering of services to CLE	Il be 35.1 SBC MISSOURI will ping in responsible for obtaining and keep ications effect all Federal Communic	be no apparent dispute ing in ations latory and ay be the er this nsible cct all ssion, nchise rovals a with End
	<u>CLEC with direct notice of any t</u> filing which concerns the subject of this Agreement in the same y and for the same term as set find Section 30.2 for the subjects therein.	<u>matter</u> manner <u>orth</u> in <u>listed</u>	The CLEC Coalition's language is most consister with Arbitrator's Report
CC Def 1	1.1.49 <u>None</u>	1.1.49 "End User" or "End	
CC GT&C 23	<adam in="" nothing="" says,="" space<br="" this="">DPL&gt;</adam>	Customer" means any individual, e in the See defined term in Appendix Defir	

Α	Attachment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - General <sup>-</sup>	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
MCI Def 3	"End User" means a person or entity to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. End User includes Telecommunications Carriers.	"End User" means any individual, business, association, corporation, government agency or entity other than an Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Wireless Carrier (also known as a Commercial Mobile Radio Service (CMRS) provider) that subscribes to Telecommunications Services provided by either of the Parties and does not resell it to others. As used herein, this term does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.	SBC's language is not consistent with Arbitrator's Report
Sprint GT&C 2	residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail <u>or any of</u> <u>the Parties' customers</u> . As used herein the term "End Users" does not include		consistent with Arbitrator's Report

	Attachment I.A Detailed Language Decisior	n Matrix	
DP Issue: Section 1 - General			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		-	
Navigator GT&C 3	2.3 At all times during the term of this	2.3 At all times during the term of this	no apparent dispute
	Agreement, each Party shall keep and	Agreement, each Party shall keep and	
	maintain in force at its own expense the	maintain in force at its own expense the	
	following minimum insurance coverage	following minimum insurance coverage	
	and limits and any additional insurance	and limits and any additional insurance	
	and/or bonds required by Applicable	and/or bonds required by Applicable	
	Law:	Law:	
	2.3.1 For CLECs that are reselling SBC		Navigator's language is
		insurance with benefits afforded	
		under the laws of each state covered	
		by this Agreement and Employers	
	limits are as follows:	Liability insurance with minimum	
		limits of \$100,000 for Bodily Injury-	
		each accident, \$500,000 for Bodily	
		Injury by disease-policy limits and	
		\$100,000 for Bodily Injury by disease-	
		each employee.	
	a. Commercial General Liability	V	Navigator's language is
	insurance with minimum limits of		most consistent with
	\$2,000,000 General Aggregate limit:		Arbitrator's Report
	b. \$1,000,000 each occurrence sub-limi	t	Navigator's language is
	for Personal Injury and Advertising;		most consistent with
			Arbitrator's Report

A	Attachment I.A Detailed Language Decision	n Matrix	
P Issue: Section 1 - General <sup>·</sup> LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
LEC/Group DPL Issue #	2.3.2 For CLECs that are interconnecting or purchasing any Unbundled Networl Elements (other than UNE-P), products	g <b>2.3.2</b> Commercial General Liability c insurance with minimum limits of: s \$10,000,000 General Aggregate limit; s \$5,000,000 each occurrence sub-limit for	Navigator's language is most consistent with Arbitrator's Report
	a. 2.3.1 Workers' Compensation insurance with benefits afforded unde the laws of each state covered by thi Agreement and Employers Liability insurance with minimum limits o \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 fo Bodily Injury by disease-each employee.	r s y f n y r	Navigator's language is most consistent with Arbitrator's Report

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	<u>b.</u> 2.3.2 Commercial General Liability		Navigator's language is
	insurance with minimum limits of:		most consistent with
	6,000,000 General Aggregate limit;		Arbitrator's Report
	\$5,000,000 each occurrence sub-limit fo	r	
	all bodily injury or property Damage		
	incurred in any one occurrence;		
	\$1,000,000 each occurrence sub-limit fo	r	
	Personal Injury and Advertising; Fire		
	Legal Liability sub-limits of \$2,000,000		
	are also required if this Agreement		
	involves collocation. The other Party		
	must be named as an Additional Insured		
	on the Commercial General Liability		
	policy.		

ŀ	Attachment I.A Detailed Language Decisior	n Matrix	
DP Issue: Section 1 - General			<b></b>
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Viltel GT&C 6	4.6.2 Commercial General Liability	4.6.2 Commercial General Liability	Wiltel's language is most
	insurance with minimum limits of:	insurance with minimum limits of:	consistent with Arbitrator's
	<u>\$2,000,000</u> General Aggregate limit;	<b>\$10,000,000</b> General Aggregate limit;	Report
	<u>\$2,000,000</u> each occurrence sub-limit	<b>\$5,000,000</b> each occurrence sub-limit	
	for all bodily injury or property damage	for all bodily injury or property damage	
	incurred in any one occurrence;	incurred in any one occurrence;	
	\$1,000,000 each occurrence sub-limit for	\$1,000,000 each occurrence sub-limit for	
	Personal Injury and Advertising;	Personal Injury and Advertising;	
	\$2,000,000 Products/Completed	\$10,000,000 Products/Completed	
	Operations Aggregate limit, with a	Operations Aggregate limit, with a	
	\$2,000,000 each occurrence sub-limit	\$5,000,000 each occurrence sub-limit for	
	for Products/Completed Operations.	Products/Completed Operations. Fire	
	Fire Legal Liability sub-limits of	Legal Liability sub-limits of \$2,000,000	
	\$2,000,000 are also required if this	are also required if this Agreement	
	Agreement involves collocation. The	involves collocation. The other Party	
	other Party must be named as an	must be named as an Additional Insured	
	Additional Insured on the Commercial	on the Commercial General Liability	
	General Liability policy.	policy.	
	General Endonity policy.	poney.	
	4.6.4 Each Party shall require	e 4.6.4 Each Party shall require	Wiltel's language is most
	subcontractors providing services under	subcontractors providing services under	consistent with Arbitrator's
	this Agreement to maintain in force	this Agreement to maintain in force the	Report
		insurance coverage and limits required	
	commercially reasonable and appropriate	in Sections 4.7 through 4.7.3 of this	
	amounts to be determined at the	e	
	discretion of the Party using such	0	
	subcontractors		

<i>F</i>	Attachment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	4.6.6 Each Party will endeavor to	4.6.6 Each Party agrees to provide the	SBC's language is most
		tother Party with at least thirty (30)	
		calendar days advance written notice of	
	notice of cancellation, a material	cancellation, material reduction or non-	
	reduction that impacts the coverage	renewal of any of the insurance policies	
	amounts set forth above, or non-renewal	l required herein.	
	of any of the insurance policies required	1	
	herein.		
Charter GT&C 26	4.7.5 Upon request from the other Party,	4.7.5 The Parties agree that companies	Charter's language is most
	each Party shall provide to the other	affording the insurance coverage	consistent with Arbitrator's
	Party evidence of such insurance	required under Section 4.7 shall have	Report
	coverage.	a rating of B+ or better and a	
		Financial Size Category rating of VII	
		or better, as rated in the A.M. Best	
CC GT&C 18	48.0 Referenced Documents	48.0 <u>Referenced Documents</u>	

Attac	hment I.A Detailed Language Decision	Matrix	
DP Issue: Section 1 - General Terr CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		48.1 Whenever any provision of this	
		Agreement refers to a technical	
		reference, technical publication, CLEC	
		Practice, SBC MISSOURI Practice, any	
	publication of telecommunications		
	1	industry administrative or technical	
		standards, or any other document	
	specifically incorporated into this		
		Agreement, it will be deemed to be a	
		reference to the most recent version or	
	edition (including any amendments,	edition (including any amendments,	
	supplements, addenda, or successors)	supplements, addenda, or successors) of	
		each document that is in effect, and	
		will include the most recent version or	
		edition (including any amendments,	,
		supplements, addenda, or successors)	
		of each document incorporated by	
		reference in such a technical	
		reference, technical publication,	
		CLEC Practice, SBC MISSOURI	
		Practice, or publication of industry	
		standards.	
B/I GT&C Section 1.7(A) (also	<most a="" probably="" typo=""></most>	<most a="" probably="" typo=""></most>	does not appear to be in
known as CC GT&C 25)			DPL
Charter GT&C 21	2.3.1 Unless the context shall otherwise	2.3.1 Unless the context shall otherwise	Charter's language is most
		specifically require, and subject to	
		Section 21, whenever any provision of	
	this Agreement refers to a technical	this Agreement refers to a technical	
Wiltel GT&C 5		2.13.1 These General Terms and	
		Conditions and all attachments and	
		Appendices hereto (this Agreement),	Report
	including subsequent amendments, if	including subsequent amendments, if	

A	Attachment I.A Detailed Language Decisior	n Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Charter GT&C 40	14.2 Except as otherwise expressly	14.2 Except as otherwise expressly	
	provided herein or in specific		consistent with Arbitrator's
	appendices, and to the extent not	appendices, and to the extent not	
	prohibited by Applicable Law, each	prohibited by Applicable Law and not	
	Party (the "Indemnifying Party") shall	otherwise controlled by tariff, each	
	release, defend and indemnify the other	Party (the "Indemnifying Party") shall	
	Party (the "Indemnified Party") and hold	release, defend and indemnify the other	
	such Indemnified Party harmless against		
	any Loss to a Third Party arising out of	such Indemnified Party harmless against	
	the negligence or willful misconduct	any Loss to a Third Party arising out of	
	("Fault") of such Indemnifying Party, its	the negligence or willful misconduct	
	agents, its End Users, contractors, or	("Fault") of such Indemnifying Party, its	
	others retained by such Parties, in	agents, its End Users, contractors, or	
	connection with the Indemnifying Party'	sothers retained by such Parties, in	
	provision of Interconnection, Resale	connection with the Indemnifying Party's	
	Services, Lawful Unbundled Network	provision of Interconnection, Resale	
	Elements, functions, facilities, products	Services, Lawful Unbundled Network	
	and services under this Agreement;	Elements, functions, facilities, products	
	provided, however, that (i) with respect	and services under this Agreement;	
	to employees or agents of the	provided, however, that (i) with respect	
	Indemnifying Party, such Fault occurs	to employees or agents of the	
	while performing within the scope of	Indemnifying Party, such Fault occurs	
	their employment, (ii) with respect to	while performing within the scope of	
	subcontractors of the Indemnifying	their employment, (ii) with respect to	
	Party, such Fault occurs in the course of	subcontractors of the Indemnifying	5
	performing duties of the subcontractor	Party, such Fault occurs in the course of	1
	under its subcontract with the	performing duties of the subcontractor	
	Indemnifying Party, and (iii) with respec	tunder its subcontract with the	
	to the Fault of employees or agents of su	Indemnifying Party, and (iii) with respect	

A	Attachment I.A Detailed Language Decision	n Matrix		
OP Issue: Section 1 - General Terms and Conditions				
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position	
•	14.3 In the case of any Loss alleged or	14.3 In the case of any Loss alleged or	Charter's language is most	
	claimed by an End User of either Party,	claimed by an End User of either Party,	consistent with Arbitrator's	
	the Party whose End User alleged or	the Party whose End User alleged or	Report	
	claimed such Loss (the "Indemnifying	claimed such Loss (the "Indemnifying		
	Party") shall defend and indemnify the	Party") shall defend and indemnify the		
	other Party (the "Indemnified Party")	other Party (the "Indemnified Party")		
	against any and all such Claims or	against any and all such Claims or		
	Losses by its End User regardless of	Losses by its End User regardless of		
	whether the underlying Interconnection,	whether the underlying Interconnection,		
	Resale Service, Lawful Unbundled	Resale Service, Lawful Unbundled		
	Network Element, function, facility,	Network Element, function, facility,		
	product or service giving rise to such	product or service giving rise to such		
	Claim or Loss was provided or	Claim or Loss was provided or		
	provisioned by the Indemnified Party,	provisioned by the Indemnified Party,		
	unless the Claim or Loss was caused by	unless the Claim or Loss was caused by		
	the gross negligence or willful	the gross negligence or willful		
	misconduct of the Indemnified Party.	misconduct of the Indemnified Party.		
	The obligation to indemnify provided			
	hereunder shall not limit any liability of			
	the Indemnified Party directly to the			
	Indemnifying Party that may exist in			
	accordance with the terms hereof or			
	Applicable Law.			

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	14.6 CLEC shall reimburse SBC-	14.6 CLEC shall reimburse SBC-	
	13STATE for damages to SBC-	13STATE for damages to SBC-	
	13STATE's facilities utilized to provide	13STATE's facilities utilized to provide	
	Interconnection or Lawful UNEs	Interconnection or Lawful UNEs	
	hereunder caused by the gross	hereunder caused by the negligence or	
	negligence or willful misconduct of	willful act of CLEC, its agents or	
	CLEC, its agents or subcontractors or	subcontractors or CLEC's End User or	
	CLEC's End User or resulting from	resulting from CLEC's improper use of	
	CLEC's improper use of SBC-	SBC-13STATE's facilities, or due to	
	13STATE's facilities, or due to	malfunction of any facilities, functions,	
	malfunction of any facilities, functions,	products, services or equipment provided	
	products, services or equipment provided	by any person or entity than SBC-	
	by any person or entity at CLEC's	13STATE. Upon reimbursement for	
	direction and under CLEC's control	damages, SBC-13STATE will cooperate	
	other than SBC-13STATE. SBC-	with CLEC in prosecuting a claim	
	13STATE and CLEC will provide each	against the person causing such damage.	
	other commercially reasonable	CLEC shall be subrogated to the right	
	cooperation in prosecuting a claim	of recovery by SBC-13STATE for the	
	against the person causing such damage.	damages to the extent of such	
		payment.	
Navigator GT&C 7	7.1 Limitation of Liabilities	7.1 Limitation of Liabilities	no apparent dispute

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	7.1.1 Except as specifically provided in	7.1.1 Except as specifically provided in	SBC's language is most
	Attachment 25 DSL-MO, the Parties'	Attachment 25 DSL-MO, the Parties'	consistent with Arbitrator's
	liability to each other during any	liability to each other during any	Report
	Contract Year resulting from any and all	Contract Year resulting from any and all	
	causes, other than as specified below in	causes, other than as specified below in	
	Sections 7.3.1 and 7.3.6, following	Sections 7.3.1 and 7.3.6, following, and	
	except for willful or intentional	for willful or intentional misconduct	
	misconduct (including gross negligence),	(including gross negligence), will not	
	will not exceed the total of any amounts	exceed the total of any amounts charged	
	charged to CLEC by SBC MISSOURI	to CLEC by SBC MISSOURI under this	
	under this Agreement during the	Agreement during the Contract Year in	
	Contract Year in which such cause	which such cause accrues or arises. For	
	accrues or arises. For purposes of this	purposes of this Section, the first	
	Section, the first Contract Year	Contract Year commences on the first	
	commences on the first day this	day this Agreement becomes effective	
	Agreement becomes effective and each	and each subsequent Contract Year	
	subsequent Contract Year commences on	commences on the day following that	
	the day following that anniversary date.	anniversary date.	

	Attachment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	Terms and Conditions CLEC Language	SBC Language	Arbitrator's Position
Wiltel GT&C 12		s 13.1 Except for indemnity obligations	
		expressly set forth herein or as otherwise	
			Report
	1 5 1 1	e appendices, each Party's liability to the	
		r other Party for any Loss relating to or	
		e arising out of such Party's performance	
		y under this Agreement, including any	
		r negligent act or omission (whether	
		n willful or inadvertent), whether in	
		g contract, tort or otherwise, including	
		alleged breaches of this Agreement and	
		o causes of action alleged to arise from	
		s allegations that breach of this Agreement	
	-	f also constitute a violation of a statute,	
	_	t including the Act, shall not exceed in	
		- total the amount SBC-13STATE or	
		r CLEC has charged or would have	
	-	y charged to the other Party for the	
	for the affected Interconnection, Resal		
		k Services, Lawful Unbundled Network	
		s Elements, functions, facilities, products	
		r and service(s) that were not performed or	
	were improperly performed.	were improperly performed.	

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	13.8 This Section 13 is not intended	to 13.8 This Section 13 is not intended to	Wiltel's language is most
	exempt any Party from all liability und	er exempt any Party from all liability under	consistent with Arbitrator's
	this Agreement, but only to set forth the	ne this Agreement, but only to set forth the	Report
	scope of liability agreed to and the typ	be scope of liability agreed to and the type	
	of damages that are recoverable.	of damages that are recoverable. Both	
		Parties acknowledge that alternate	
		limitation of liability provisions	
		potentially would alter the cost, and	
		thus the price, of providing the	
		Interconnection, Resale Services,	
		Lawful Unbundled Network Elements,	
		functions, facilities, products and	
		services available hereunder, and	
		further acknowledge that no different	
		pricing reflecting different costs and	
		different limits of liability was agreed	
		to.	

ŀ	Attachment I.A Detailed Language Decisio	n Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Charter GT&C 38		h 11.1 Subject to the restrictions set forth	
	5	e in Section 20 and except as may be	<b>5 5</b>
		is otherwise expressly provided in this	
	1 1 1	g Agreement, a Party (the "Auditing	
		e Party") may audit the other Party's (the	
	"Audited Party") books, records, dat	a "Audited Party") books, records, data	
	and other documents, as provided herein	n, and other documents, as provided herein,	
	once annually, with the audit perio	d once annually, with the audit period	
	commencing not earlier than the date of	n commencing not earlier than the date on	
	which services were first supplied under	er which services were first supplied under	
	this Agreement ("service start date") for	or this Agreement ("service start date") for	
	· · ·	the purpose of evaluating (i) the	
		d accuracy of Audited Party's billing and	
	•	d invoicing of the services provided	
		of hereunder and (ii) verification of	
	1 7 1	is compliance with any provision of this	
		of Agreement that affects the accuracy of	
		of Auditing Party's billing and invoicing of	
	-	y the services provided to Audited Party	
	e	e hereunder. Notwithstanding the	
		it foregoing, an Auditing Party may audit	
	-	d the Audited Party's books, records and	
		if documents more than once annually if	
	1	y the previous audit found (i) previously	
		n uncorrected net variances or errors in	
	-	n invoices in Audited Party's favor with an	
	aggregate value of at least ten percent ()	<u>0</u> aggregate value of at least five percent (	

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	11.1.2 Such audit shall be conducted by	11.1.2 Such audit shall be conducted by	Charter's language is mos
	an independent auditor acceptable to	the Auditing Party's employee(s) or an	consistent with Arbitrator's
	both Parties. The ; Parties shall select ar	independent auditor acceptable to both	Report
		Parties; provided, however, if the	
	Audited Party's receipt of a written audit	t Audited Party requests that an	
	<b>c</b> ,	e independent auditor be engaged and	
	-	a the Auditing Party agrees, the Audited	
	•	Party shall pay one-quarter (1/4) of	
	agreed upon by the Parties.	the independent auditor's fees and	
		expenses. If an independent auditor is	
		to be engaged, the Parties shall select an	
		auditor by the thirtieth day following	
		Audited Party's receipt of a written audit	
		notice. Auditing Party shall cause the	
		independent auditor to execute a	
		nondisclosure agreement in a form	
		agreed upon by the Parties.	

ŀ	Attachment I.A Detailed Language Deci	ision Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		any 11.1.5 If any audit confirms any	Charter's language is mos
	undercharge or overcharge, then Au	dited undercharge or overcharge, then Audited	consistent with Arbitrator's
	Party shall (i) promptly correct	any Party shall (i) promptly correct any	Report
	billing error, including making refu	nd of billing error, including making refund of	
	any overpayment by Auditing Part	ty in any overpayment by Auditing Party ir	1
	the form of a credit on the invoice for	or the the form of a credit on the invoice for the	;
	first full billing cycle after the Pa	arties first full billing cycle after the Parties	
	have agreed upon the accuracy of	f the have agreed upon the accuracy of the	
	audit results and (ii) for any underch	narge audit results and (ii) for any undercharge	;
		dited caused by the actions of the Audited	
	Party, immediately compensate Aud	liting Party, immediately compensate Auditing	F.
	Party for such undercharge, and (iii	ii) in Party for such undercharge, and (iii) ir	
	each case, calculate and pay intere	st as each case, calculate and pay interest as	5
	provided in Section 8.1 (depending	g on provided in Section 8.1 (depending or	
	the SBC-owned ILEC(s) involved)	, for the SBC-owned ILEC(s) involved), for	
	the number of calendar days from	n the the number of calendar days from the	
	-	e or date on which such undercharge of	
	overcharge originated until the dat	e on overcharge originated until the date or	l.
	which such credit is issued or payme	ent is which such credit is issued or payment is	5
	made and available.	made and available. If any audit results	6
		in a conclusion that the Audited Party	,
		has undercharged the Auditing Party	,
		the Auditing Party shall within ten	1
		(10) business days following the	
		conclusion of the audit pay any	
		amounts that should have been, but	
		were not, charged, as determined by	r
		the audit.	

ŀ	Attachment I.A Detailed Language Decision	n Matrix		
DP Issue: Section 1 - General Terms and Conditions				
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position	
	11.1.6 Except as may be otherwise	e 11.1.6 Except as may be otherwise	Charter's language is most	
	provided in this Agreement, audits shal	I provided in this Agreement, audits shall	consistent with Arbitrator's	
	be performed at Auditing Party'	s be performed at Auditing Party's	Report	
	expense, subject to reimbursement by	expense, subject to reimbursement by		
	Audited Party of one-quarter (1/4) of any	Audited Party of one-quarter (1/4) of any		
	independent auditor's fees and expense	s independent auditor's fees and expenses		
	in the event that an audit finds, and the	e in the event that an audit finds, and the		
	Parties subsequently verify, a ne	t Parties subsequently verify, a net		
	adjustment in the charges paid o	r adjustment in the charges paid or		
	payable by Auditing Party hereunder by	payable by Auditing Party hereunder by		
	an amount that is, on an annualized	d an amount that is, on an annualized		
	basis, greater than five percent $(10 \%)$ o	f basis, greater than five percent ( 5%) of		
	the aggregate charges for the audited	the aggregate charges for the audited		
	services during the period covered by the	e services during the period covered by the		
	audit.	audit.		
MCI GT&C 8	13 AUDITS	13 AUDITS	no apparent dispute	

LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	13.1 Subject to restrictions regarding	13.1 Subject to restrictions regarding	no apparent dispute
	Proprietary Information set forth in this	Proprietary Information set forth in this	
	Agreement, a Party (Auditing Party) may	Agreement, a Party (Auditing Party) may	
	audit the other Party's (Audited Party)	audit the other Party's (Audited Party)	
	books, records, data and other	books, records, data and other	
	documents, as provided herein, two (2)	documents, as provided herein, two (2)	
	times each Contract Year for the	times each Contract Year for the	
	purpose of evaluating the accuracy of	purpose of evaluating the accuracy of	
	Audited Party's billing and invoicing.	Audited Party's billing and invoicing.	
	For purposes of this Section 13.1,	For purposes of this Section 13.1,	
	"Contract Year" means a twelve (12)	"Contract Year" means a twelve (12)	
	month period during the term of the	month period during the term of the	
	Agreement commencing on the Effective	Agreement commencing on the Effective	
	Date and each anniversary thereof.	Date and each anniversary thereof.	

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	13.2 The scope of any audit under this	13.2 The scope of any audit under this	SBC's language is most
	Section shall be limited to the services	Section shall be limited to the services	consistent with Arbitrator'
	provided and purchased by the Parties	provided and purchased by the Parties	Report
	and the associated charges, books,	and the associated charges, books,	
	records, data and other documents	records, data and other documents	
	relating thereto for the period which is	relating thereto for the period which is	
	the shorter of (i) the period subsequent to	the shorter of (i) the period subsequent to	,
	the last day of the period covered by the	the last day of the period covered by the	
	audit which was last performed (or if no	audit which was last performed (or if no	
	audit has been performed, the Effective	audit has been performed, the Effective	
	Date) and (ii) the twelve (12) month	Date) and (ii) the twelve (12) month	
	period immediately preceding the date	period immediately preceding the date	
	the Audited Party received notice of such	the Audited Party received notice of such	l
	requested audit. Except as otherwise	requested audit. Any audit under this	
	agreed upon by the Parties, such audit	Section shall be for the purpose of	
	shall begin no fewer than thirty (30) days		
	after Audited Party receives a written	Party's billing and invoicing of the	
	notice requesting an audit and shall be	services provided hereunder and (ii)	
	completed no later than forty-five (45)	verification of compliance with any	
	calendar days after the start of such	provision of this Agreement that	
	audit.	affects the accuracy of Auditing	
		Party's billing and invoicing of the	
		services provided to Audited Party	
		hereunder. Except as otherwise agreed	
		upon by the Parties, such audit shall	
		begin no fewer than thirty (30) days after	
		Audited Party receives a written notice	
		requesting an audit and shall be complete	

, A	Attachment I.A Detailed Language Decision	Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	13.3 As mutually agreed upon by the	13.3 As mutually agreed upon by the	SBC's language is most
	Parties, such audit shall be conducted by	Parties, such audit shall be conducted	consistent with Arbitrator's
	one (1) or more independent auditor(s).	either by the Auditing Party's	Report
	The Parties shall select such auditor(s)	employee(s) or by one (1) or more	
	by the thirtieth day following Audited	independent auditor(s). If the Audited	
	Party's receipt of a written audit notice.	Party requests that an independent	
	The Auditing Party shall cause the	auditor be engaged and the Auditing	
	independent_auditor(s) to execute a	Party agrees, the Audited Party shall	
	nondisclosure agreement in a form	pay one-quarter (1/4) of the	
	consistent with the Confidentiality	independent auditor's fees and	
	requirements set forth below.	expenses. If an independent auditor is	
	Notwithstanding the foregoing, an	to be engaged the Parties shall select	
	Auditing Party may audit as provided	such auditor(s) by the thirtieth day	
	herein more than two (2) times during	following Audited Party's receipt of a	
	any Contract Year if (i) the previous	written audit notice. The Auditing Party	
	audit found previously uncorrected net	shall cause the independent auditor(s) to	
	variances or errors in invoices in Audited	execute a nondisclosure agreement in a	
	Party's favor with an aggregate value of	form consistent with the Confidentiality	
	at least one and one-half percent (1	requirements set forth below.	
	1/2%) of the amounts payable by	Notwithstanding the foregoing, an	
	Auditing Party for audited services	Auditing Party may audit as provided	
	provided during the period covered by	herein more than two (2) times during	
	the audit.	any Contract Year if (i) the previous	
		audit found previously uncorrected net	
		variances or errors in invoices in Audited	1
		Party's favor with an aggregate value of	
		at least five percent (5%) of the	
		amounts payable by Auditing Party for	
		audited services provided during the peri-	d

Α	Attachment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - General <sup>-</sup> CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	13.4 Each Party shall bear its own	13.4 Each Party shall bear its own	SBC's language is most
	expenses in connection with the conduct		consistent with Arbitrator's
	of the audit. Each audit shall be	of the audit. Each audit shall be	Report
	conducted on the premises of Audited	conducted on the premises of Audited	
	Party during normal business hours.	Party during normal business hours.	
	Audited Party shall cooperate fully in	Audited Party shall cooperate fully in	
	any such audit, providing the auditor	any such audit, providing the auditor	
	reasonable access to any and all	reasonable access to any and all	
	appropriate Audited Party employees	appropriate Audited Party employees	
	and books, records and other documents	and books, records and other documents	
	reasonably necessary to assess the	reasonably necessary to assess the	
	accuracy of Audited Party's billing and	accuracy of Audited Party's billing and	
	invoicing. No Party shall have access to	invoicing and Audited Party's	
	the data of the other Party, but shall rely	compliance with the provisions of this	
	upon summary results provided by the	Agreement that affect the accuracy of	
	auditor. Audited Party may redact from	Auditing Party's billing and invoicing	
	the books, records and other documents	of the services provided to Audited	
	provided to the auditor any confidential	Party hereunder. No Party shall have	
	Audited Party information that reveals	access to the data of the other Party, but	
	the identity of other Customers of	shall rely upon summary results provided	
	Audited Party. Each Party shall maintain	by the auditor. Audited Party may redact	
	reports, records and data relevant to the	from the books, records and other	
	billing of any services that are the	documents provided to the auditor any	
	subject matter of this Agreement for a	confidential Audited Party information	
	period of not less than twenty-four (24)	that reveals the identity of other	
	months after creation thereof, unless a	Customers of Audited Party. Each Party	
	longer period is required by Applicable	shall maintain reports, records and data	
	Law.	relevant to the billing of any services that	

Å	Attachment I.A Detailed Language Decision	Matrix	
P Issue: Section 1 - General LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	13.5 If any audit confirms any	13.5 If any audit confirms any	no apparent dispute
	undercharge or overcharge, then Audited	undercharge or overcharge, then Audited	
	Party shall (i) for any overpayment	Party shall (i) for any overpayment	
	promptly correct any billing error,	promptly correct any billing error,	
	including making refund of any	including making refund of any	
	overpayment by Auditing Party in the	overpayment by Auditing Party in the	
	form of a credit on the invoice for the	form of a credit on the invoice for the	
	first full billing cycle after the Parties	first full billing cycle after the Parties	
	have agreed upon the accuracy of the	have agreed upon the accuracy of the	
	audit results and (ii) for any undercharge	audit results and (ii) for any undercharge	
	caused by the actions of or failure to act	caused by the actions of or failure to act	
	by Audited Party, immediately	by Audited Party, immediately	
	compensate Auditing Party for such	compensate Auditing Party for such	
	undercharge, in each case with interest at	undercharge, in each case with interest at	
	the lesser of $(x)$ one and one-half (1	the lesser of $(x)$ one and one-half (1	
	1/2%) percent per month and (y) the	1/2%) percent per month and (y) the	
	highest rate of interest (compounded	highest rate of interest (compounded	
	daily) that may be charged under	daily) that may be charged under	
	Applicable Law, for the number of days	Applicable Law, for the number of days	
	from the date on which such undercharge	from the date on which such undercharge	
	or overcharge originated until the date on	or overcharge originated until the date on	
	which such credit is issued or payment is	which such credit is issued or payment is	
	made and available, as the case may be.	made and available, as the case may be.	
	Notwithstanding the foregoing, MCIm	Notwithstanding the foregoing, MCIm	
	shall not be liable for any Underbilled	shall not be liable for any Underbilled	
	Charges for which Customer Usage Data	Charges for which Customer Usage Data	
	was not furnished by SBC MISSOURI	was not furnished by SBC MISSOURI	
	to MCIm within six (6) months of the dat	to MCIm within six (6) months of the dat	

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	13.6 Intentionally Omitted	13.6 Except as may be otherwise	SBC's language is most
		provided in this Agreement, audits	consistent with Arbitrator's
		shall be performed at Auditing Party's	Report
		expense, subject to reimbursement by	
		Audited Party of one-quarter (1/4) of	
		any independent auditor's fees and	
		expenses in the event that an audit	
		finds, and the Parties subsequently	
		verify, a net adjustment in the charges	
		paid or payable by Auditing Party	
		hereunder by an amount that is, on an	
		annualized basis, greater than five	
		percent (5%) of the aggregate charges	
		for the audited services during the	
		period covered by the audit.	

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	13.7 Any Disputes concerning audit	13.7 Any Disputes concerning audit	no apparent dispute
	results shall be referred to the Parties'	results shall be referred to the Parties'	
	designated representative(s) who have	designated representative(s) who have	
	authority to settle the Dispute. If these	authority to settle the Dispute. If these	
	individuals cannot resolve the Dispute	individuals cannot resolve the Dispute	
	within thirty (30) days of the referral,	within thirty (30) days of the referral,	
	either Party may request in writing that	either Party may request in writing that	
	one additional audit shall be conducted	one additional audit shall be conducted	
	by an auditor acceptable to both Parties,	by an auditor acceptable to both Parties,	
	subject to the requirements set out in this	subject to the requirements set out in this	
	Audit Section. Such additional audit	Audit Section. Such additional audit	
	shall be at the requesting Party's expense.	shall be at the requesting Party's expense.	
	If the second audit fails to resolve the	If the second audit fails to resolve the	
	Dispute, the matter shall be resolved in	Dispute, the matter shall be resolved in	
	accordance with the procedures set forth	accordance with the procedures set forth	
	herein regarding Dispute Resolution.	herein regarding Dispute Resolution.	
lavigator GT&C 15	57.4 CLEC acknowledges that SBC	57.4 CLEC acknowledges that SBC	Navigator's language is
-	MISSOURI may, upon End User	MISSOURI may, upon End User	most consistent with
	request, provide services directly to such	request, provide services directly to such	Arbitrator's Report
	End User similar to those offered to	End User similar to those offered to	
C GT&C 16	41.0 Notice of Network Changes	41.0 Notice of Network Changes	The CLEC Coalition's
			language is most consiste
			with Arbitrator's Report

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	41.1 SBC MISSOURI agrees to provid	e 41.1 SBC MISSOURI agrees to provide	The CLEC Coalition's
		h CLEC reasonable notice consistent with	
	applicable rules, of changes in th	e applicable Network Disclosure rules	with Arbitrator's Report
	-	e (adopted by the FCC in CC Docket	
		s No. 96-98, Second Report and Order,	
	0	or codified at 47 C.F.R. 51.325 through	
	_	at 51.335), of changes in the information	
	1 5	e necessary for the transmission and	
	respective facilities and networks. This		
	e	C MISSOURI's facilities or networks, as	
		s well as other changes that affect the	
	•	f interoperability of those respective	
	· · ·	r facilities and networks. This Agreement	
		o is not intended to limit SBC	
	<u>UNEs provided over those facilities.</u>	MISSOURI's ability to upgrade its	
		network through the incorporation of	
		new equipment, new software or	
		otherwise.	
	41.2 Intentionally Omitted	41.2 Intentionally Omitted	no apparent dispute
CC GT&C 17	41. 3 General Change Management	41.3 General Change Management	

CLEC/Group DPL Issue #	CLEC Language S	BC Language	Arbitrator's Position
•	41.3.1 SBC MISSOURI will provide 4	1.3.1 Intentionally Omitted	The CLEC Coalition's
	timely advance notification of changes to		language is consistent with
	be in accordance with industry standards,		Arbitrator's Report
	based on the type of change, ranging		
	from network or systems changes to		
	process changes. Notification will be		
	provided via email to designated CLEC		
	contacts. <u>SBC MISSOURI</u> shall		
	designate a qualified person who can be		
	<u>contacted</u> by <u>CLEC</u> to provide clarification of the scope of the change		
	and timeline for implementation. Either		
	Party may request the assignment of		
	project team resources for		
	implementation of the change.		
	Notwithstanding the foregoing, CLEC		
	reserves its right to request changes to be		
	delayed or otherwise modified where		
	there is an adverse business impact on		
	CLEC, with escalation through the		
	dispute resolution process.		

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	41.3.2 To the extent their resource		The CLEC Coalition's
	permit, the Parties agree to participate i	<u>n</u>	language is consistent with
	Industry User and Change Managemen	<u>nt</u>	Arbitrator's Report
	forum and to work cooperatively t	<u>o</u>	
	implement change with minimum	<u>n</u>	
	disruption to established interfaces	<u>5.</u>	
	Notwithstanding the foregoing		
	resolution and processes established i	<u>n</u>	
	the User and Change Managemer	<u>1t</u>	
	forums which change the way the Partie	28	
	operate under the Agreement are vali	d	
	only when incorporated by amendment	<u>1t</u>	
	to the Agreement or as otherwise	e	
	mutually agreed in writing by the Parties	5.	
C GT&C 21		69. ENTIRE AGREEMENT	SBC's language is not
			consistent with Arbitrator's
			Report

	Attachment I.A Detailed Language Decision	n Matrix	
P Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
CLEC/Group DPL Issue #	69.1 None	69.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this	SBC's language is not consistent with Arbitrator's Report
Charter GT&C 8		Agreement. a 1.1.50 "Exchange Area" means an area b defined by the Commission, for which a distinct local rate schedule is in effect.	SBC's language is most consistent with the Arbitrator's Report.
Charter GT&C 11	1 1 57 "Foreign Exchange" (FX) means	1.1.57 "Foreign Exchange" (FX) means	

ŀ	Attachment I.A Detailed Language Decision	n Matrix	
DP Issue: Section 1 - General CLEC/Group DPL Issue #	Terms and Conditions CLEC Language	SBC Language	Arbitrator's Position
	a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX service can be either interLATA or intraLATA.	a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party.FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one	SBC's language is most consistent with the Arbitrator's Report.
Charter GT&C 13	1.1.71 "IntraLATA Toll Traffic" means <u>Telephone Toll Service</u> between two locations within <u>a single</u> LATA.	1.1.71 "IntraLATA Toll Traffic" means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.	consistent with the Arbitrator's Report.
Charter GT&C 14	1.1.81 "Local Calls" <u>or "Local Traffic</u> ", is traffic <u>that constitutes Telephone</u> <u>Exchange Service</u> .	1.1.81 "Local Calls", for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e.,	consistent with the Arbitrator's Report.

	Attachment I.A Detailed Language Decisior	Matrix	
,			l
DP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		within the same or different SBC	
		Exchange(s) that participate in the	
		same common local mandatory local	
Charter GT&C 15	1 1 94 "I cool Number Dortchility" has	calling area annroved by the 1.1.84 "Local Number Portability"	
	1.1.84 "Local Number Portability" <u>has</u> the same definition as "number	5	SBC's language is most
	portability" set out in 47 C.F.R. §		consistent with the
	52.23(1).	retain, at the same location, the	
	<u>52.25(1).</u>	presence of a previously existing	
		telephone number(s).	
	1 1 158 "Transit Traffic" is traffic that		Charteria languaga ia maat
Charter GT&C 18a AND b	1.1.158 <u>"Transit Traffic" is traffic that</u> either (a) originates on the network of a	1.1.158 Intentionally left blank	Charter's language is most consistent with Arbitrator's
	third party, is carried across the network		Report
	of a Party, and is then delivered to the		
	other Party for termination, or (b)		
	originates on the network of a Party, is		
	carried across the network of the other		
	Party, and is then delivered to a third		
	party for termination.		
	1.1.103 <u>"Out of Exchange</u>	1.1.103 "Out of Exchange Traffic" is	SBC's language is most consistent with Arbitrator's
	<u>Traffic" is defined as Local, Transit</u> or	defined as local or IntraLATA Toll	_
	IntraLATA Toll Traffic to or from a non-		Report
	SBC ILEC exchange area.	exchange area.	l

Α	ttachment I.A Detailed Language Decisior	n Matrix	
DP Issue: Section 1 - General 1 CLEC/Group DPL Issue #	Ferms and Conditions CLEC Language	SBC Language	Arbitrator's Position
Charter GT&C 28	4.13 This Agreement contains comprehensive OSS terms and conditions; however, CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to Lawful UNEs, resold services, Interconnection or other services covered by this Agreement, for which this Agreement contains explici- terms, conditions and rates.		no apparent dispute (not underlined)

	Attachment I.A Detailed Language	Decision Matrix	
DP Issue: Section 1 - Gene	ral Torms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
		<u>ch fulfill</u> 4.14 4.14 The Parties acknow	
	their own obligations und	er this agree that they do not into	end SBC- consistent with Arbitrator's
	Agreement at their own expense,	unless a 13STATE to provide Lawful	UNEs or Report
	rate for the performance	of that resold services ("products and	services")
	obligation is specified herein.	Neither at no charge. Accordingly	, if this
	Party may charge the other	for any Agreement is executed and/or	approved
		ormance by the Commission and the Pa	
		reement discover that a product or service	
	-	Internal than a Party's internal admini	
		ions that related function) is include	
	• •	<u>boses</u> to Agreement without an associa	
	-	<u>lling</u> its charge, the Parties agree that	•
	-	at that agree upon a rate or charge to	
		<u>e extent</u> this Agreement before the p	
	-	tions is service is provided or perform	
		reement Parties cannot agree, either	
		Parties pursue dispute resolution	
		y do not applicable provisions of this A	greement.
	intend SBC-13STATE to provide		
	UNEs or resold services ("prod		
	services") at no charge. Accord		
	this Agreement is executed		
	approved by the Commission		
	Parties later discover that a pro-		
	service (other than a Party's		
	administrative or related func	<i>,</i>	
	included in this Agreement wi		
	associated rate or charge, the Par	ties agree	
Charter GT&C 41	18.3 Notwithstanding anything to	o the None.	Charter's language is mos
	contrary in this Agreement, each		consistent with Arbitrator's
	shall have the right to use the oth		Report

/			
DP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	Party's name in truthful comparative		
Charter GT&C 42	24.1.2 If an End User notifies one Party	24.1.2 Only an End User can initiate a	Charter's language is most
	that the End User requests local	challenge to a change in its LEC. If an	consistent with Arbitrator's
		End User notifies one Party that the End	
		User requests local exchange service.	
MCI GT&C 9	23 INTERVENING LAW		no apparent dispute

1	Attachment I.A Detailed Language Decision		
P Issue: Section 1 - General			
LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	23.1 In the event any legislative or	23.1 Intentionally Omitted	SBC's language is most
	administrative body of competent		consistent with Arbitrator's
	jurisdiction (including the FCC and the		Report
	Commission) or any court of competent		
	jurisdiction promulgates legally effective	4	
	statutes, rules, regulations or orders		
	which materially affect any provision of		
	this Agreement or either Party's		
	obligations under Applicable Law, then		
	the Parties, upon the written request of		
	either Party, shall negotiate promptly and		
	in good faith in order to amend the		
	Agreement in accordance with such		
	statutes, rules, regulations or orders. In		
	the event the Parties cannot agree on an		
	amendment within sixty (60) days after		
	the date of a written request to negotiate,	_	
	then the Parties shall resolve their		
	dispute under the applicable procedures		
	set forth in Section 12 (Dispute		
	Escalation and Resolution). Anything to		
	the contrary in this Agreement		
	notwithstanding, the Parties shall		
	continue to comply with all obligations		
	set forth in this Agreement during the		
	pendency of any negotiations or dispute		
	resolution pursuant to this Section 23.		

CLEC/Group DPL Issue #	CLEC Language	SBC Language	<b>Arbitrator's Position</b>
	23.2 <u>The Parties agree that amendments</u> to the rates and prices contained in this <u>Agreement shall be subject to the</u> requirements set forth in Sections 1.5 and 1.6 of Appendix Pricing.	23.2 Intentionally Omitted	SBC's language is most consistent with Arbitrator's Report
	23.3 Except as specifically set forth in this Agreement, the Parties do not waive their rights to pursue legal challenges or appeals of the statutes, rules, regulations and orders that form the basis for the provisions of this Agreement.	-	SBC's language is most consistent with Arbitrator's Report
	23.4 As provided in Section 45 of these general terms and conditions, any amendments to this Agreement must be in writing and signed by both Parties.	23.4 Intentionally Omitted	SBC's language is most consistent with Arbitrator's Report

<i>r</i>	Attachment I.A Detailed Language De		
OP Issue: Section 1 - General CLEC/Group DPL Issue #	Terms and Conditions CLEC Language	SBC Languago	Arbitrator's Position
CLEC/Group DPL Issue #	23.5 Intentionally Omitted.	<b>SBC Language</b> 23.5 This Agreement is the result of	SBC's language is most
	25.5 <u>Intentionarry Onnited.</u>	negotiations between the Parties and	consistent with Arbitrator's
		may incorporate certain provisions	Report
		that resulted from arbitration by the	Roport
		appropriate state Commission(s). In	
		entering into this Agreement and any	
		Amendments to such Agreement and	
		carrying out the provisions herein,	
		neither Party waives, but instead	
		expressly reserves, all of its rights,	
		remedies and arguments with respect	
		to any orders, decisions, legislation or	
		proceedings and any remands thereof	
		and any other federal or state	
		regulatory, legislative or judicial	
		action(s), including, without	
		limitation, its intervening law rights	
		relating to the following actions,	
		which the Parties have not yet fully	
		incorporated into this Agreement or	
		which may be the subject of further	
		government review: the United States	
		Supreme Court's opinion in <i>Verizon v</i> .	
		FCC, et al, 535 U.S. 467 (2002); the	
		D.C. Circuit's decision in United	
		States Telecom Association, et al. v.	
		FCC, 290 F.3d 415 (D.C. Cir. 2002)	
		and following remand and appeal,	
		USTA v. FCC 359 F.3d 554 (D.C. Cir.	
Vavigator GT&C 1	None	Section 251 (c)(3) UNE	

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Navigator GT&C 2	1.8 Intentionally Omitted	1.8 Throughout this Agreement	
		wherever there are references to	
		unbundled network elements that are	
		to be provided by SBC MISSOURI	
		under this Agreement, the Parties	
		agree and acknowledge that their	
		intent is for the Agreement to comply	
		with Section 1.7 above, and require	
		only the provision of section 251	
		(c)(3UNEs, regardless of whether the	
		term " section 251 (c)(3" is used as	5
		part of the reference to unbundled	
		network elements.	
Vavigator GT&C 5	4.8 Intentionally Blank.	4.8 Notwithstanding any other	SBC's language is most
		provision of this Agreement, either	consistent with Arbitrator's
		Party may terminate this Agreement	
		and the provision of any	r
		Interconnection, Resale Services,	

ŀ	Attachment I.A Detailed Language De	ecision Matrix	
DP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Navigator GT&C 8	7.3.4 Intentionally Deleted	7.3.4 CLEC acknowledges that it	s SBC's language is most
		right under this Agreement to	consistent with Arbitrator's
		interconnect with SBC MISSOURI'	Report
		Missouri network and to unbundle	e
		and/or combine SBC MISSOURI'	5
		section 251 (c)(3) Unbundled Networl	κ.
		Elements (including combining with	1
		CLEC's network elements) may be	e
		subject to or limited by Intellectua	1
		<b>Property rights (Intellectual Property</b>	7
		means, including without limitation	2
		patent, copyright, trade secret, trad	e
		mark, service mark, trade name and	1
		trade dress rights) and contract right	S
		of Third Parties.	
	7.3.5 Intentionally Deleted	7.3.5 The Parties acknowledge that or	SBC's language is most
		April 27, 2000, the FCC released it	consistent with Arbitrator's
		Memorandum Opinion and Order in	
		CC Docket No. 96-98 (File No	
		CCBPol. 97-4), In the Matter of	
		Petition of MCI for Declaratory	
		Ruling.	

ŀ	Attachment I.A Detailed Language De	ecision Matrix	
DP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
CLEC/Group DPL Issue #	CLEC Language         7.3.8 Intentionally Deleted	SBC Language7.3.8 CLEC hereby agrees to release, indemnify and hold SBC MISSOURI harmless from and against all Damages arising out of, caused by, or relating to any Claim that CLEC's interconnection with SBC MISSOURI's network, or CLEC's use of SBC MISSOURI's section 251 (c)(3) Unbundled Network Elements, or unbundling and/or combining of SBC MISSOURI's section 251 (c)(3) Unbundled Network Elements (including combining with CLEC's network elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement violates or infringes upon	SBC's language is most consistent with Arbitrator's Report
		any Third Party Intellectual Property rights or constitutes a breach of contract rights of Third Parties.	
Navigator GT&C 12	15.0 Notices	15.0 Notices	no apparent dispute

A	ttachment I.A Detailed Language Decision	Matrix	
DP Issue: Section 1 - General 1 CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	15.4 SBC MISSOURI communicates official information to CLECs via its Accessible Letter notification process.	15.4 SBC MISSOURI communicates official information to CLECs via its Accessible Letter notification process.	Navigator's language is most consistent with Arbitrator's Report
Navigator GT&C 13	17.0 Force Majeure	17.0 Force Majeure	

A	Attachment I.A Detailed Language Decisior	n Matrix	
P Issue: Section 1 - General	Tormo and Conditions		
LEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	Except as otherwise specifically		
	provided in this Agreement, neither Party	provided in this Agreement, neither Party	
	will be liable for any delay or failure in	will be liable for any delay or failure in	
	performance of any part of this	sperformance of any part of this	
	Agreement caused by a Force Majeure	Agreement (other than an obligation to	
	condition, including acts of the United	<b>make money payments)</b> caused by a	
	States of America or any state, territory	Force Majeure condition, including acts	
	or political subdivision thereof, acts o	f of the United States of America or any	
	God or a public enemy, fires, floods	, state, territory, or political subdivision	
	labor disputes such as strikes and	thereof, acts of God or a public enemy,	
	lockouts, freight embargoes	, fires, floods, labor disputes such as	
		l strikes and lockouts, freight embargoes,	
	disturbances, cable cuts, or other causes	s earthquakes, volcanic actions, wars, civil	
	beyond the reasonable control of the	disturbances, cable cuts, or other causes	
	Party claiming excusable delay or other	r beyond the reasonable control of the	
	failure to perform. If a Force Majeure	Party claiming excusable delay or other	
	Event shall occur, the Party affected	failure to perform. If a Force Majeure	
	shall give prompt notice to the other	Event shall occur, the Party affected	
		t shall give prompt notice to the other	
		Party of such Force Majeure Event	
	-	specifying the nature, date of inception	
		and expected duration of such Force	
	obligation or performance shall be		
		s obligation or performance shall be	
		t suspended to the extent such Party is	
	-	r affected by such Force Majeure Event	
		eduring the continuance thereof or	
		excused from such performance depending	
	duration of such Force Majeure Event (and	n	

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Navigator GT&C 20	<no language=""></no>	<no language=""></no>	Navigator offered no language; SBC's position is most consistent with Arbitrator's Report
Sprint GT&C 4	-	C 1.1.87 "Out of Exchange LEC" (OE- t LEC) means «CLECLegalName» operating within SBC-13STATE's incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's local exchange area.	SBC's language is not consistent with Arbitrator's Report
		<b>1.1.88 "Out of Exchange Traffic" is defined as local, transit, or intraLATA traffic to or from a non-SBC ILEC exchange area.</b>	consistent with Arbitrator's

DP Issue: Section 1 - General	Terms and Conditions		
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Sprint GT&C 5	1.1.99 "Routing Point" is a locat	ion 1.1.99 "Routing Point" is a location	Sprint's language is most
	which a Telecommunications Carrier	has which a LEC has designated on its owr	consistent with Arbitrator's
	designated on its own network as	the network as the homing or routing point	Report
	homing or routing point for tra	ffic for traffic inbound to Exchange Service	
	inbound to Telecommunication Service	vice provided by the LEC which bears a	ı
	provided by the Telecommunicati	ons certain NPA-NXX designation. The	
	Carrier which bears a certain NPA-N	XX Routing Point is employed to calculate	
	designation. The Routing Point	is mileage measurements for the distance	
	employed to calculate mile	age sensitive transport element charges of	f
	measurements for the distance-sensi	tive Switched Access services. The Routing	r
	transport element charges of Switc	hed Point need not be the same as the Rating	r
	Access services. The Routing Point n	eed Point, nor must it be located within the	
	not be the same as the Rating Point,	nor Rate Center area, but must be in the	
	must it be located within the Rate Cer	nter same LATA as the NPA-NXX.	
	area, but must be in the same LATA	as	
	the NPA-NXX.		
Sprint GT&C 7	<u>1.1.138"Transit Traffic" me</u>	ans None	Sprint's language is most
		that	consistent with Arbitrator's
	originated on one Party's netwo		Report
	transited through the other Party's		I

Atta			
DP Issue: Section 1 - General Te			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Wiltel GT&C 1	or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities on predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled network elements purchased from other entity(ies) and the resale of	WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of <b>Lawful</b> unbundled network elements purchased from other entity(ies) and the resale of Telecommunications Services of other coarriers	consistent with Arbitrator's Report

	Attachment I.A Detailed Language Dec	cision Matrix	
DD leaves Continue 1. Comment	Tarma and Canditiana		
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	1.1.32 "Declassified"		r Wiltel's language is most
	"Declassification" means the situ	ation "Declassification" means the situation	n consistent with Arbitrator's
	where a network element, includ	ing a where a network element, including	a Report
	network element referred to as a L	awful network element referred to as a Lawfu	1
	UNE under this Agreement, has	been UNE under this Agreement, ceases to b	e
	removed from this Agreemen	<u>t</u> in a Lawful UNE under this Agreemen	t
	accordance with Change of Appli	icable because it is no longer required by	у
	Law procedures in Section 21 ceas	ses to Section 251(c)(3) of the Act, a	s
	be subject to unbundling obligation	ations determined by lawful and effective FCC	C
	because it is no longer require	d by rules and associated lawful and effectiv	е
	Section 251(c)(3) of the Act	t, as FCC and judicial orders. Withou	t
	·	FCC limitation, a Lawful UNE that has cease	
		C and to be a Lawful UNE may <b>also</b> b	е
	judicial orders. Without limitation	on, a referred to as "Declassified."	
	Lawful UNE that has ceased to		
	Lawful UNE and has been ren	noved	
	pursuant to the Change of Appli		
	law provisions of this Agreement m	ay be	
	referred to as "Declassified."		
	1.1.63 None	1.1.63 "Lawful," when used in	
		relation to unbundling, unbundle	
		network elements, network element	-
		and/or UNEs or activities involving	
		UNEs, means required by Section	
		251(c)(3) of the Act, as determined by	
		lawful and effective FCC rules and	
		associated lawful and effective FCC	C
		and judicial orders.	

Alla	chment I.A Detailed Language Decision	Matrix		
DP Issue: Section 1 - General Ter CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position	
		2.12.1.3 The underlying Interconnection		
	, ,	Agreement sets forth the terms and		
		conditions pursuant to which <b>SBC</b> -		
	1	<b><u>12STATE</u></b> agrees to provide CLEC with		
		access to Lawful unbundled network		
	elements under Applicable Law,	elements under Applicable Law Section		
	Collocation under Section 251(c)(6) of	251(c)(3) of the Act, Collocation under		
	the Act, Interconnection under Section	Section $251(c)(6)$ of the Act,		
	251(c)(2) of the Act and/or Resale under	Interconnection under Section 251(c)(2)		
	Section 251(c)(4) of the Act in SBC-	of the Act and/or Resale under Section		
	<b><u>12STATE</u></b> 's incumbent local exchange	251(c)(4) of the Act in <u>SBC-12STATE</u> 's		
	-	incumbent local exchange areas for the		
		provision of CLEC's		
	Parties acknowledge and agree that <u>SBC</u>			
		Parties acknowledge and agree that <b><u>SBC</u></b>		
		<b><u>12STATE</u></b> is only obligated to make		
		available Lawful UNEs and access to		
		Lawful UNEs under <u>Applicable</u> <u>Law</u>		
	the Act, Interconnection under Section			
		Collocation under Section 251(c)(6) of		
		the Act, Interconnection under Section		
		251(c)(2) of the Act and/or Resale under		
		Section 251(c)(4) of the Act to CLEC in		
	obligation to provide such Lawful UNEs,			
		exchange areas. <u>SBC-12STATE</u> has no		
		obligation to provide such Lawful UNEs,		
	CLEC providing and/or extending			
		Resale, to CLEC for the purposes of		
	•	CLEC providing and/or extending		
	audition, <u>SBC-1251ATE</u> is not obligated	service outside of <u>SBC-12STATE</u> 's incur		

<i>F</i>	Attachment I.A Detailed Language Decisior	n Matrix	
OP Issue: Section 1 - General Terms and Conditions			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	wherever there are references to unbundled network elements that are to be provided by <u>SBC-12STATE</u> under this Agreement, the Parties agree and acknowledge that their intent is for the	2.12.1.4 Throughout this Agreement, wherever there are references to unbundled network elements that are to be provided by <u>SBC-12STATE</u> under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 2.12.1.3, above , and require only the provision of Lawful UNEs, regardless of whether the term "Lawful" is used as part of the reference to unbundled network elements.	consistent with Arbitrator's Report
Wiltel GT&C 2	intercarrier compensation, is traffic where all calls are within the same <u>Loca</u> <u>Access Transport Area, or LATA</u> . Loca Calls must actually originate and actually	f 1.1.68 "Local Calls", for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area , i.e., within the same or different SBC Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission. Local Calls must actually originate and actually terminate to parties physically located within the same common local or common mandatory local calling area.	consistent with the Arbitrator's Report.

Attachment I.A Detailed Language Decision Matrix			
DP Issue: Section 1 - General Terms and Conditions			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Wiltel GT&C 3	2.12.1.1 the specific operating area(s) of	<b>2.12.1.1</b> the specific operating area(s) or	SBC's language is most
	portion thereof in which SBC-13STATE	portion thereof in which SBC-13STATE	consistent with the
	is then deemed to be the ILEC under the	is then deemed to be the ILEC under the	Arbitrator's Report.
	Act (the "ILEC Territory"), and where	Act (the "ILEC Territory"), and only to	
	the CLEC is operating and offering	the extent that the CLEC is operating	
	service to End Users identified to be	and offering service to End Users	
	residing in such ILEC Territory; and	identified to be residing in such ILEC	
		Territory; and	

ŀ	Attachment I.A Detailed Language Decisio	n Matrix	
D loove Section 4. Conord	Tarma and Candidiana		
DP Issue: Section 1 - General CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
Wiltel GT&C 13		e 21.1 In entering into this Agreement	
		e and any Amendments to such	
		Agreement and carrying out the	
		e provisions herein, neither Party	
	Parties' rights and obligations under the	s waives, but instead expressly reserves,	
	Agreement upon the occurrence of an	y all of its rights, remedies and	
		arguments with respect to any orders,	
	agree to implement any such change i	<u>n</u> decisions, legislation or proceedings	
		<u>e</u> and any remands thereof and any	
	to a Declassified network element) i	<u>n</u> other federal or state regulatory,	
	accordance with this Section 21.	Legislative or judicial action(s),	
	Except to the extent that <b>SBC-13STAT</b>	<u>E</u> including, without limitation, its	
	has adopted the FCC ISP terminatin	g intervening law rights relating to the	
	compensation plan ("FCC Plan") in a	n following actions, which the Parties	
	<b>SBC-13STATE</b> state in which the	is have not yet fully incorporated into	
	Agreement is effective, and the Partie	es this Agreement or which may be the	
	have incorporated rates, terms an	d subject of further government review:	
	conditions associated with the FCC Pla	n Verizon v. FCC, et. al, 535 U.S. 467	
	into this Agreement, these rights als	o (2002); USTA, et. al v. FCC, 290 F.3d	
	include but are not limited to SBC	415 (D.C. Cir. 2002) and following	
	Connecticut's right to exercise in	remand and appeal, USTA v. FCC,	
	option at any time to adopt on a dat	e 359 F.3d 554 (D.C. Cir. 2004); the	
	specified by <b><u>SBC-Connecticut</u></b> the FC	C FCC's Triennial Review Order, CC	
	Plan, after which date ISP-bound traff	c Docket Nos. 01-338, 96-98 and 98-147	
	will be subject to the FCC Plan	$r_{s}$ (FCC 03-36) including, without	
	prescribed terminating compensatio	n limitation, the FCC's MDU	
	rates, and other terms and condition		
	and seek conforming modifications t	(rel. Aug. 9, 2004) and the FCC's	
	this Agreement. If any action by any sta	te Order on Reconsideration (FCC 04-	
		248) (rel. Oct. 18, 2004), and the FCC's	

/	Attachment I.A Detailed Language Decisio	on Matrix	
<b>DP Issue: Section 1 - General</b>			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Position
	21.2 In the event that an applicable sta	<u>te</u> 21.2 None	Wiltel's language is not
	Commission issues a ruling in an		consistent with Arbitrator's
	Section 251 arbitration proceeding	<u>1g</u>	Report
	pertaining to an issue that is identical	to	
	an issue that either Party wishes	to	
	address under this Agreement, eith	er	
	Party may notify the other Party	in	
	writing of its desire to amend the	ne	
	Agreement to address such issue.	In	
	such event, and notwithstanding anythin	<u>1g</u>	
	to the contrary herein, the Parties agree	20	
	and stipulate that the 30 <sup>th</sup> day after such	<u>ch</u>	
	written notice is given by a Party shall b	<u>pe</u>	
	deemed the end of the 135-da	<u>ay</u>	
	negotiation period required und	er	
	Section 252(b)(1). This provision sha	<u>111</u>	
	only apply, however, to the extent that	<u>a</u>	
	Party desires to amend the Agreeme	nt	
	with terms that are specifically on poi		
		<u>1e</u>	
	Commission in such arbitration, an	nd	
	nothing more.		