

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
<b>Subpoint B: Overarching Issues for Network Elements in New ICAs</b>			
<b>AT&amp;T UNE 1</b>	<p><u>1.1 This Attachment 6 sets forth the minimum set of Unbundled Network Elements and Combinations of Unbundled Network Elements ("Combinations") that SBC MISSOURI agrees to offer to AT&amp;T in accordance with its obligations under Section 251(c)(3) of the Act, the applicable FCC rules, and other applicable laws ("Unbundled Network Elements" or "UNEs"). The attached Temporary Rider ("Rider") concerning certain unbundled elements sets forth transitional provisions for Network Elements that the FCC, in the Triennial Review Order, CC Docket Nos. 01-338, 96-9, 98-147 (August 2003) (the "TRO"), and in the Triennial Review Remand Order, CC Docket 01-338 (February 2005) (the "TRRO"), has determined no longer must be made available pursuant to 251(c)(3) of the Act or applicable FCC rules ("Declassified Network Elements" or "Declassified Transitional Network Elements"). The specific terms and conditions that apply to the Network Elements and Combinations are described below. The price for each Unbundled Network Element and each Combination is set forth in Attachment 30. Pricing Schedule of this Agreement. T</u></p>	<p>ATTACHMENT 6: <b>LAWFUL UNBUNDLED NETWORK ELEMENTS</b></p>	<p>SBC may not refer to certain UNEs as "lawful" UNEs. SBC may refer to "Section 251(c)(3) UNEs" in order to distinguish them from other kinds of UNEs. Section 1.1 - AT&amp;T's language is consistent with the Arbitrator's Report.</p>

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AT&T UNE 1	1.6 Subject to Section 1.1 of the General Terms and Conditions of this Agreement, SBC MISSOURI shall provide Unbundled Network Elements under the following terms and conditions in this Attachment UNE.	<b>1.7 Lawful UNEs and Declassification.</b>	SBC may not refer to certain UNEs as "lawful" UNEs. SBC may refer to "Section 251(c)(3) UNEs" in order to distinguish them from other kinds of UNEs.

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AT&T UNE 1		<p>1.7.1 This Agreement sets forth the terms and conditions pursuant to which SBC MISSOURI will provide AT&amp;T with access to unbundled network elements under Section 251(c)(3) of the Act in SBC MISSOURI's incumbent local exchange areas for the provision of Telecommunications Services by AT&amp;T; provided, however, that notwithstanding any other provision of the Agreement, SBC MISSOURI shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. UNEs that SBC MISSOURI is required to provide pursuant to Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders shall be referred to in this Agreement as "Lawful UNEs."</p>	<p>This agreement shall include both Section 251(c)(3) and Section 271 network elements. SBC's language is not consistent with the Arbitrator's Report.</p>

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AT&T UNE 1		<p>* SBC MISSOURI proposes use of the word “lawful” before Unbundled Network Element throughout the agreement as appropriate. The parties have agreed that, if the Commission rules in SBC MISSOURI’s favor on this issue, they will conform the agreement to add “lawful” before Unbundled Network Element throughout the agreement.</p>	<p>SBC may not refer to certain UNEs as "lawful" UNEs. SBC may refer to "Section 251(c)(3) UNEs" in order to distinguish them from other kinds of UNEs.</p>

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<b>AT&amp;T UNE 2b</b>	<p>1.1 <u>This Attachment 6 sets forth the minimum set of Unbundled Network Elements and Combinations of Unbundled Network Elements ("Combinations") that SBC MISSOURI agrees to offer to AT&amp;T in accordance with its obligations under Section 251(c)(3) of the Act, the applicable FCC rules, and other applicable laws ("Unbundled Network Elements" or "UNEs"). The attached Temporary Rider ("Rider") concerning certain unbundled elements sets forth transitional provisions for Network Elements that the FCC, in the Triennial Review Order, CC Docket Nos. 01-338, 96-9, 98-147 (August 2003) (the "TRO"), and in the Triennial Review Remand Order, CC Docket 01-338 (February 2005) (the "TRRO"), has determined no longer must be made available pursuant to 251(c)(3) of the Act or applicable FCC rules ("Declassified Network Elements" or "Declassified Transitional Network Elements"). The specific terms and conditions that apply to the Network Elements and Combinations are described below. The price for each Unbundled Network Element and each Combination is set forth in Attachment 30, Pricing Schedule, of this Agreement. T</u></p>	<p>1.7.1.1 A network element, including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as "Declassified."</p>	<p>Section 1.1 - AT&amp;T's language is consistent with the Arbitrator's Report. 1.7.1.1 - SBC's language is not consistent with the Arbitrator's Report.</p>

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AT&T UNE 2b	<p><u>1.2 SBC MISSOURI shall price each Unbundled Network Element separately, and shall offer each Unbundled Network Element individually, and in any technically feasible combination with any other Unbundled Network Element, service or functionality. In no event shall SBC MISSOURI require AT&amp;T to purchase any Unbundled Network Element in conjunction with any other service or element. SBC MISSOURI shall place no use restrictions or other limiting conditions on Unbundled Network Elements and Combinations purchased by AT&amp;T under the terms of this Agreement beyond those explicitly detailed in 47 CFR 51.309, 51.318, and 51.319 as set forth herein. Although AT&amp;T may not use Unbundled Network Elements (or combinations thereof) for the exclusive provision of non-telecommunications services (e.g. information services), AT&amp;T may use such UNEs to provide non-telecommunications services, when they are also used to provide telecommunications services.</u></p>	<p><b>1.7.1.2 Without limitation, a network element, including a network element referred to as a Lawful UNE under this Agreement is Declassified upon or by (a) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that an incumbent LEC is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the network element on an unbundled basis under Section 251(c)(3). By way of example only, a network element can cease to be a Lawful UNE or be Declassified generally, or on an element-specific, route-specific or geographically-specific basis or on a class of elements basis. Under any scenario, Section 2.5 “Transition Procedure” shall apply</b></p>	<p>1.2 - AT&amp;T's language is consistent with the Arbitrator's Report. 1.7.1.2 - SBC's language is not consistent with the Arbitrator's Report.</p>

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AT&T UNE 2b	<p><u>1.7 For purposes of this section, the terms “Wire Center”, “Business Lines” and “Fiber Based Collocator” shall have the meanings set forth in 47 CFR Section 51.5.</u></p>	<p><b>1.7.1.3 It is the Parties’ intent that only Lawful UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require Lawful UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be “Lawful,” the reference shall be deemed to be a reference to Lawful UNE(s) or Lawful unbundling, as defined in this Section 1.7.1.2. If an element is not required to be provided under this Appendix Lawful UNE and/or not described in this Attachment Lawful UNE, it is the Parties’ intent that the element is not available under this Agreement, notwithstanding any reference to the element elsewhere in the Agreement, including in any other Attachment, Schedule or in the Pricing Appendix.</b></p>	<p>1.7 - AT&amp;T's language is consistent with the Arbitrator's Report. 1.7.1.3 - SBC's language is not consistent with the Arbitrator's Report.</p>

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<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T UNE 2b	<u>1.7.2.7 The wire Center List</u>	1.7.1.4 By way of example only, if terms and conditions of this Agreement state that SBC MISSOURI is required to provide a Lawful UNE or Lawful UNE combination and that Lawful UNE or the involved Lawful UNE (if a combination) is Declassified or otherwise no longer constitutes a Lawful UNE, then SBC MISSOURI shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.	1.7.2.7 AT&T's language is not consistent with the Arbitrator's Report. 1.7.1.4 - SBC's language is not consistent with the Arbitrator's Report.

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AT&T UNE 2b	<p><u>1.7.2.7.1 SBC MISSOURI Wire Centers that SBC MISSOURI asserts currently meets the above Wire Center criteria for loops and transport (including Dark Fiber Transport) are attached as Appendix *** (Wire Center List). If the Wire Center List has not been independently verified by the state commission, the individual Wire Centers/routes listed are subject to challenge by AT&amp;T: (i) when it submits a request for conversions of special access facilities to a UNE or EEL; (ii) when it submits a request for new Transport or Loop UNEs; or (iii) when it receives a bill assessing transitional rates for a particular Loop or Transport UNE if AT&amp;T asserts the charge is based upon an incorrect designation of a Wire Center.</u></p>	<p><b>1.7.2 Nothing contained in the Agreement shall be deemed to constitute consent by SBC MISSOURI that any item identified in this Agreement as a UNE, network element or Lawful UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, that SBC MISSOURI is required to provide to AT&amp;T alone, or in combination with other network elements or UNEs (Lawful or otherwise), or commingled with other network elements, UNEs (Lawful or otherwise) or other services or facilities.</b></p>	<p>1.7.2.7.1 AT&amp;T's language is most consistent with the Arbitrator's Report, but SBC does not have to attach as an appendix, the Wire Center List.</p> <p>1.7.2 SBC's language is not consistent with the Arbitrator's Report.</p>

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AT&T UNE 2b	<p><u>1.7.2.7.2 If a state verification process finds that the attached Wire Center List is in error, the Wire Center List shall be amended consistent with those findings. If the Wire Center List has not been independently verified by the state commission and SBC MISSOURI disagrees with any specific AT&amp;T challenges to the Wire Center List, such disputes shall be resolved by the Commission. If the attached Wire Center List is determined to be in error by the Commission, the Wire Center List shall be amended consistent with that resolution.</u></p>	<p><b>1.7.3 The preceding includes without limitation that SBC MISSOURI shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving SBC MISSOURI network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.</b></p>	<p>1.7.2.7.2 - AT&amp;T's language is not consistent with the Arbitrator's Report. 1.7.3 - SBC's language is not consistent with the Arbitrator's Report.</p>

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AT&T UNE 2b	<p><u>1.7.2.7.3 Except for any corrections to the Wire Center List as a result of either state verification or AT&amp;T challenges, SBC MISSOURI Wire Center List may not be changed from the attached list for the term of this Agreement.</u></p>	<p><b>1.7.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or Lawful UNE in this Agreement is Declassified or is otherwise no longer a Lawful UNE, then the Transition Procedure defined in Section 1.7.5, below, shall govern.</b></p>	<p>1.7.2.7.3 - AT&amp;T's language is not consistent with the Arbitrator's Report. 1.7.4 - SBC's language is not consistent with the Arbitrator Report with the removal of "lawful UNE".</p>

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AT&T UNE 2b	<p><u>1.7.2.7.4 After March 11, 2005, for requests for new Unbundled Loops or Unbundled Dedicated Interoffice Transport, ordered either individually or as part of a combination or conversion request, AT&amp;T shall engage in a reasonably diligent inquiry as to the status of the requested Unbundled Network Element and based on that inquiry, self certify (by letter) that to the best of AT&amp;T's knowledge, the request is consistent with the requirements set forth in the TRRO. Upon receipt of such a request, SBC MISSOURI must, even if it challenges the request, immediately process AT&amp;T's request. Any SBC MISSOURI challenges to AT&amp;T's requests must be resolved via the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement. Any submission that is consistent with SBC MISSOURI's list attached as Appendix *** need only reference that fact to be accepted as a reasonably diligent inquiry pursuant to this section. If the Wire Center List has been independently verified by the state commission, all AT&amp;T requests for unbundled access associated with U</u></p>	<p><b>1.7.5 Transition Procedure for Elements that are Declassified during the Term of the Agreement.</b></p>	<p>1.7.2.7.4 - AT&amp;T's language is consistent with the Arbitrator's Report. 1.7.5 - SBC's language is not consistent with the Arbitrator's Report.</p>

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AT&T UNE 2b	8.5.4 Effect on Embedded Base. Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by AT&T as UNEs under MISSOURI will provide written notice to AT&T of such Declassification, and proceed in accordance with Section <u>1.7</u> .	<b>1.7.5.1 The procedure set forth in Section 1.7.5.1 does not apply to the Declassification events described in Sections XXXX and XXX, which set forth the consequences for Declassification of DS1 and DS3 Loops, DS1 and DS3 Transport and Dark Fiber Transport, where applicable “caps” are met, or where Declassification occurs because wire centers/routes meet the criteria set forth in the FCC’s TRO Remand Order.</b>	8.5.4 - AT&T's language is not consistent with the Arbitrator's Report to the extent that it references language that is currently not consistent with the Arbitrator's Report. 1.7.5.1 - SBC's language is not consistent with the Arbitrator's Report to the extent that it references language that is currently not consistent with the Arbitrator's Report.

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AT&T UNE 2b	8.5.5 Products provided by SBC MISSOURI in conjunction with UNE DS1 or DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section <u>1.7</u> where such Transport is Declassified.	<b>1.7.5.2 SBC MISSOURI shall only be obligated to provide Lawful UNEs under this Agreement. To the extent an element described as a Lawful UNE or an unbundled network element in this Agreement is Declassified or is otherwise no longer a Lawful UNE, such element is no longer required to be provided under this Agreement and AT&amp;T shall cease ordering such element(s) under this Agreement, whether previously provided alone or in combination with or as part of any other arrangement with other Lawful UNEs or other elements or services. Accordingly, in the event one or more elements described as Lawful UNEs or as unbundled network elements in this Agreement is Declassified or is otherwise no longer a Lawful UNE, SBC MISSOURI will provide written notice to AT&amp;T the Declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of thirty (30) days from the date of such notice, SBC MISSOURI agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt</b>	8.5.5 - AT&T's language is not consistent with the Arbitrator's Report to the extent that it references language that is currently not consistent with the Arbitrator's Report. 1.7.5.2 - SBC's language is not consistent with the Arbitrator's Report.

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AT&T UNE 2b		(a) AT&T may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or	SBC's language is not consistent with the Arbitrator's Report.

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AT&T UNE 2b		(b) SBC MISSOURI and AT&T may agree upon another service arrangement or element (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous access product or service may be substituted, if available.	SBC's language is not consistent with the Arbitrator's Report.

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AT&T UNE 2b		<p>Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that thirty (30) day transitional period, unless AT&amp;T has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a), above, and if AT&amp;T and SBC MISSOURI have failed to reach agreement, under (b), above, as to a substitute service arrangement or element, then SBC MISSOURI may, at its sole option, disconnect the element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available.</p>	<p>SBC's language is inconsistent with the Arbitrator's Report.</p>

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AT&T UNE 2b		<p>1.7.5.3 The provisions set forth in this Section 1.7.5 “Transition Period” are self-effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of this Section 1.7.5 “Transition Period” to be implemented or effective as provided above. Further, Section 1.7.5 “Transition Period” governs the situation where an unbundled network element or Lawful UNE under this Agreement is Declassified or is otherwise no longer a Lawful UNE, even where the Agreement may already include an intervening law, change in law or other substantively similar provision. The rights and obligations set forth in Section 1.7.5, above, apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.</p>	<p>SBC's language is not consistent with the Arbitrator's Report.</p>

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AT&T UNE 2b		<p>1.7.5.4 Notwithstanding anything in this Agreement or in any Amendment, SBC MISSOURI shall have no obligation to provide, and AT&amp;T is not entitled to obtain (or continue with) access to any network element on an unbundled basis at rates set under Section 252(d)(1), whether provided alone, or in combination with other UNEs or otherwise, once such network element has been or is Declassified or is otherwise no longer a Lawful UNE. The preceding includes without limitation that SBC MISSOURI shall not be obligated to provide combinations (whether considered new, pre-existing or existing) involving SBC MISSOURI network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.</p>	<p>SBC's language is not consistent with the Arbitrator's Report.</p>

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AT&T UNE 2b		4.4 Declassification Procedure	
AT&T UNE 2b		[RELEVANT TO SPECIFIC ELEMENTS]	

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AT&T UNE 2b		<p>4.4.1 DS1. Subject to the cap described in Section 48.3.74.4.1, SBC MISSOURI shall provide CLEC with nondiscriminatory access to a DS1 <b>Lawful</b> UNE Digital Loop, where available, to any building <i>not</i> served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that wire center, <b>or any buildings served by that wire center</b>, and DS1 Digital Loops in that wire center, <b>or any buildings served by that wire center</b>, shall be Declassified and no longer available as <b>Lawful</b> UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Digital Loops in such wire center(s), <b>or any buildings served by such wire center(s)</b>.</p>	

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AT&T UNE 2b		<p>4.4.2 DS3. Subject to the cap described in MISSOURI shall provide CLEC with nondiscriminatory access to a DS3 <b>Lawful</b> UNE Digital Loop, where available, to any building <i>not</i> served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Digital Loop unbundling will be required in that wire center, <b>or any buildings served by that wire center</b>, and DS3 Digital Loops in that wire center, <b>or any buildings served by that wire center</b>, shall be Declassified, and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 <b>Lawful</b> UNE Digital Loops in such wire center(s), <b>or any buildings served by such wire center(s)</b>.</p>	<p>SBC's language is not consistent with the Arbitrator's Report.</p>

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AT&T UNE 2b		4.4.3 Effect on Embedded Base. Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC as <b>Lawful</b> UNEs under this Agreement, SBC MISSOURI will provide written notice to CLEC of such Declassification, <b>and proceed in accordance with Section 1.7.2.5 "Notice and Transition Procedure."</b>	SBC's language is inconsistent with the Arbitrator's Report.

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AT&T UNE 2b		<p><b>4.4.3.1</b> Products provided by SBC MISSOURI in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and <b>Section 1.7.2.5</b> "Notice and Transition Procedure" where such Loops are Declassified.</p>	<p>SBC's language is inconsistent with the Arbitrator's Report.</p>

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AT&T UNE 2b		4.4.4 The Parties agree that activity by SBC MISSOURI under this Section 8.4 shall not be subject to the Network Disclosure Rules.	No dispute.
<b>CC UNE 1</b>	<u>ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS</u>	<b>ATTACHMENT 6: LAWFUL<sup>1</sup> UNBUNDLED NETWORK ELEMENTS</b>	The CLEC Coalition language is most consistent with the Arbitrator's Report.
CC UNE 1	1.0 <u>Introduction</u>	<b>1.0 <u>Introduction</u></b>	

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CC UNE 1	<p>This Attachment 6: Unbundled Network Elements to the Agreement sets forth the Unbundled Network Elements that SBC MISSOURI agrees to offer to CLEC. The specific terms and conditions that apply to the Unbundled Network Elements are described below. The price for each Network Element is set forth in Appendix Pricing - Unbundled Network Elements, attached hereto. <u>Unless the context clearly indicates that the terms “Unbundled Network Elements” (with or without initial caps) and “UNEs” mean only such elements required to be unbundled under Section 251 or required to be unbundled under Section 271, these terms shall be read to include those network elements that are required to be unbundled under Section 251 and those required to be unbundled under Section 271 of the Telecommunications Act, and those required to be unbundled under state law.</u></p>	<p>This Attachment 6: <b>Lawful</b> Unbundled Network Elements to the Agreement sets forth the Unbundled Network Elements that SBC MISSOURI agrees to offer to CLEC. The specific terms and conditions that apply to the Unbundled Network Elements are described below. The price for each Network Element is set forth in Appendix Pricing - Unbundled Network Elements, attached hereto. the terms “Unbundled Network Elements” (with or without initial caps) and “UNEs” mean only such elements required to be unbundled under Section 251(c)(3) of the Act as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.</p>	<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report.</p>

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**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 1	1.1 Subject to Section 2.5 of the General Terms and Conditions of this Agreement, SBC MISSOURI shall provide Unbundled Network Elements under the following terms and conditions in this Attachment UNE.	1.1 Subject to Section 2.5 of the General Terms and Conditions of this Agreement, SBC MISSOURI shall provide Unbundled Network Elements under the following terms and conditions in this Attachment UNE.	No dispute.
CC UNE 1	1.2 UNEs <sub>2</sub> and Declassification	1.2 Lawful UNEs <sub>2</sub> and Declassification	The CLEC Coalition language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 1	<p>1.2.1 As a result of the FCC's Triennial Review Order, certain Unbundled Network Elements were removed from the FCC's list of Section 251 Unbundled Network Elements ("Declassified") because the FCC concluded that CLECs were unimpaired by the unavailability of these network elements as UNEs under Section 251 of the Act. In addition, the FCC determined that CLECs would have access to certain elements as Unbundled Network Elements under Section 251 only under certain circumstances, and further directed the state commissions to determine whether CLECs are impaired without access to local switching as a UNE under Section 251 in particular geographic market areas and impaired without access to certain loops and transport routes as UNEs under Section 251. The D.C. Circuit in USTA II vacated portions of the FCC's decisions in the TRO, and vacated and remanded other portions of the TRO. At the time the parties are negotiating this Agreement, the FCC has issued permanent UNE rules under Section 251 in response to the D.C. Circuit's vacatur and remand. The permanent UNE rules implem</p>	<p>As a result of the FCC's Triennial Review Order, certain Unbundled Network Elements were removed from the FCC's list of Section 251 Unbundled Network Elements ("Declassified") because the FCC concluded that CLECs were unimpaired by the unavailability of these network elements as UNEs under Section 251 of the Act. In addition, the FCC determined that CLECs would have access to certain elements as Unbundled Network Elements under Section 251 only under certain circumstances, and further directed the state commissions to determine whether CLECs are impaired without access to local switching as a UNE under Section 251 in particular geographic market areas and impaired without access to certain loops and transport routes as UNEs under Section 251. The D.C. Circuit in USTA II vacated portions of the FCC's decisions in the TRO, and vacated and remanded other portions of the TRO. At the time the parties are negotiating this Agreement, the FCC has issued permanent UNE rules under Section 251 in response to the D.C. Circuit's vacatur and remand. The permanent UNE rules in</p>	No dispute.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 1	<p><u>NOTE---CLECs withdraw the proposed language above, so there no longer is a dispute regarding section 1.2.1 of UNE 6</u></p>	<p>2.18.6.1 Unless CLEC has submitted an LSR and/or ASR, as applicable, to SBC MISSOURI requesting disconnection or other discontinuance of such UNE(s) or combination of UNEs, SBC MISSOURI shall convert the subject UNE(s) or combination of UNEs to an analogous access service if available, or if no analogous access service is available, to such other service arrangement as SBC MISSOURI and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if CLEC and SBC MISSOURI have failed to reach agreement as to a substitute service within such thirty (30) day period, then SBC MISSOURI may disconnect the subject UNE(s) or combination of UNEs.</p>	<p>SBC's language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 1	<p>1.2.6 <u>For those local loops, transport and switching network elements that remain available to CLEC under Section 271, but have been Declassified, SBC MISSOURI shall make these services available at TELRIC-based prices. SBC MISSOURI and CLEC agree that TELRIC-based prices are just and reasonable prices for these network elements. For purposes of this Section 1.2.6 of this Agreement, the TELRIC-based prices contained in Appendix Pricing shall apply unless and until another price(s) for network elements provided under Section 271 is set by order of the FCC or the Missouri Commission.</u></p>	<p>2.18.6.2 Where such UNE(s) or combination of UNEs are converted to an analogous access service, SBC MISSOURI shall provide such service(s) at the month-to-month rates, and in accordance with the terms and conditions of SBC MISSOURI' applicable access tariff, with the effective bill date being the first day following the thirty (30) day notice period. CLEC shall pay all applicable termination charges, if any, for any such UNE(s) or combination of UNEs that CLEC requests SBC MISSOURI to disconnect, or that SBC MISSOURI disconnects as a result of the Parties' failure to reach agreement on a substitute service.</p>	<p>1.2.6 - The CLEC Coalition language is not consistent with the Arbitrator's Report. 2.18.6.2 - SBC's language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 1	<i>NOTE: there are two separate sections inadvertently numbered 1.2.6 in Attachment UNE 6</i>		
CC UNE 1	<u>1.2.6 Network Elements Reclassified as UNEs under Section 251</u>		The CLEC Coalition language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 1	<p><u>1.2.6.1 The Parties recognize that, during the term of this Agreement, SBC MISSOURI may be required as a result of a court decision, or an FCC order, to provide one or more Declassified network elements as an unbundled network element under Section 251 of the Act ("Reclassified"). The Parties also recognize that, during the term of this Agreement, the classification of an SBC MISSOURI wire center as Tier 1, 2 or 3 under the FCC's criteria set out in the TRRO, or the Tier structure criteria may change, or the Tier structure may be eliminated. It is the Parties' intent that CLEC's access to UNEs under Section 251 shall be consistent with such changes if, as and when they occur to the extent reasonably practical.</u></p>		<p>The CLEC Coalition language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 1	<p><u>1.2.6.2 If any UNE is Reclassified, CLEC's ability to order and SBC's obligation to provision the Reclassified UNE rates set under Section 251(d) shall be implemented no later than thirty (30) days after the effective date of such Reclassification. In addition, no later than thirty (30) days after the effective date of such Reclassification, SBC MISSOURI shall begin accepting orders for conversion of wholesale services (e.g., special access services, resold services, and network elements provided under Section 271) to UNEs under Section 251. The terms and conditions in Section ____ of this Attachment shall apply to such conversions.</u></p>		<p>The CLEC Coalition language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 1	<p><u>1.2.6.3 If the number of fiber-based collocators and/or number of business access lines served rises or falls in any SBC MISSOURI wire center such that the classification of that wire center as Tier 1, 2 or 3 would change, SBC MISSOURI shall file an informational notice with the Missouri Commission and the FCC, and shall provide notice to all CLECs in an Accessible Letter, identifying the wire center affected and the reason for the classification change, e.g., the presence of a named additional fiber-based collocator. Such notices will be filed no more often than quarterly. CLEC may, on information and belief, contest the change in classification by initiating an appropriate proceeding at the Missouri Commission. If it is determined in such proceeding that SBC's change in classification of a wire center was incorrect, and if the correction of such error results in one or more wire center's classification to be revised from that stated in SBC's notice, the rates paid by CLEC for DS1 and DS3 loops, and DS1 and DS3 transport shall be subject to true-up.</u></p>		<p>The CLEC Coalition's language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 1	<u>1.2.6.4 The Parties understand and agree that no amendment to this Agreement shall be necessary to effectuate and implement the provisions set forth in 1.2.8.2 and 1.2.8.3 above.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 1	<p>2.18.6 <u>Unbundled network elements that have been Declassified will be available to CLEC as UNE combinations under Section 251 during the FCC's mandated transition plan in the TRRO only if CLEC could request and SBC would be required to provide each UNE separately. SBC shall convert wholesale services to a UNE or UNE combination if CLEC would be entitled to obtain that UNE or UNE combination if it ordered it directly and not as a conversion.</u></p>		<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
<b>CC UNE 49</b>	1.0 SBC MISSOURI will provide sub-loop elements as <u>Un</u> bundled <u>N</u> etwork <u>E</u> lements as set forth in this Appendix pursuant to the Terms and Conditions specifically set out in Attachment 6 UNE and/or Attachment 25 DSL in this Agreement.	1.0 SBC MISSOURI will provide <b>Lawful</b> sub-loop elements as <b>un</b> bundled <b>n</b> etwork <b>e</b> lements as set forth in this Appendix pursuant to the Terms and Conditions specifically set out in Attachment 6 UNE and/or Attachment 25 DSL in this Agreement.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 49		2.10 “SAI/FDI-to-NID” is that portion of the <b>lawful</b> UNE loop from the SAI/FDI to the Network Interface Device (NID), which is located at an end user’s premise.	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 49		2.14 “Term-to-NID” is that portion of the <b>Lawful</b> UNE loop from an accessible terminal to the NID, which is located at an end user’s premise. Term-to-NID includes use of the Network Terminating Wire (NTW) and Inside Wire Subloop.	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
<b>CC UNE 57</b>	1.1 CLEC agrees to compensate SBC MISSOURI for use of Unbundled Network Elements (UNEs) at the rates contained in this Agreement. <u>As used herein and in Attachment 6, the terms “Unbundled Network Elements” (whether or not used with initial caps) and “UNEs” include those network elements that are required to be unbundled under Section 251 and those required to be unbundled under Section 271 of the Telecommunications Act.</u>	1.1 CLEC agrees to compensate SBC MISSOURI for use of <b>Lawful</b> Unbundled Network Elements (UNEs) at the rates contained in this Agreement.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 57	<p>1.4 Except for requests that are expressly made subject to the BFR process described in Section 2.22 of Attachment 6 (“BFR Elements”), CLEC may order, and SBC MISSOURI will provide, all Attachment 6 Unbundled Network Elements on the basis of the attached Appendix Pricing. The Parties agree that the Appendix Pricing contains a complete list of rate elements and charges associated with UNEs and other items, if any, offered by SBC MISSOURI pursuant to this Agreement. This paragraph does not limit or expand the use of the BFR Process.</p>	<p>1.4 Except for requests that are expressly made subject to the BFR process described in Section 2.22 of Attachment 6 (“BFR Elements”), CLEC may order, and SBC MISSOURI will provide, all Attachment 6 Unbundled Network Elements on the basis of the attached Appendix Pricing. The Parties agree that the Appendix Pricing contains a complete list of rate elements and charges associated with <b>Lawful</b> UNEs and other items, if any, offered by SBC MISSOURI pursuant to this Agreement. This paragraph does not limit or expand the use of the BFR Process.</p>	<p>SBC's language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 57	3.2 If CLEC provides its own testing for UNEs and its testing produces incorrect information which results in SBC MISSOURI dispatching a repair crew unnecessarily, then CLEC will pay SBC MISSOURI the cost of the unnecessary trip.	3.2 If CLEC provides its own testing for <b>Lawful</b> UNEs and its testing produces incorrect information which results in SBC MISSOURI dispatching a repair crew unnecessarily, then CLEC will pay SBC MISSOURI the cost of the unnecessary trip.	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 57	3.3 SBC MISSOURI offers the following order types. When CLEC issues service orders, CLEC will pay the applicable service order charges contained in Appendix Pricing labeled “Service Order Charges – Unbundled Network Element.	3.3 SBC MISSOURI offers the following order types. When CLEC issues service orders, CLEC will pay the applicable service order charges contained in Appendix Pricing labeled “Service Order Charges – <b>Lawful</b> Unbundled Network Element.	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 57		<p>4.1 If CLEC requests or approves a SBC MISSOURI technician to perform special installation, maintenance, or conversion services for <b>Lawful</b> UNE's excluding services which SBC MISSOURI is required to provide under Attachment 6, Attachment 8, or otherwise under this Agreement, CLEC will pay Maintenance of Service and/or Time and Material Charges for such services as are reasonably required, including requests for installation or conversion outside of normally scheduled working hours.</p>	<p>SBC's language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 57		4.2 If CLEC provides its own testing for <b>Lawful</b> UNEs and its testing produces incorrect information which results in SBC MISSOURI dispatching a repair crew unnecessarily, then CLEC will pay SBC MISSOURI the cost of the unnecessary trip	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 57		<p>4.3 Consistent with Attachment 8 Maintenance <b>Lawful</b> UNE, if CLEC determines that trouble has occurred in SBC MISSOURI's equipment and/or facilities, CLEC will issue a trouble report to SBC MISSOURI.</p>	<p>SBC's language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 57		<p>4.5 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a <b>Lawful</b> UNE and SBC MISSOURI dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than SBC MISSOURI or in detariffed CPE provided by SBC MISSOURI, unless covered under a separate maintenance agreement.</p>	<p>SBC's language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
<b>CC UNE 60</b>	<p>1.1 SBC MISSOURI will provide pre-order, ordering and provisioning services to CLEC associated with unbundled Network Elements (“UNEs”), pursuant to the requirements set forth in this Attachment 7: Ordering and Provisioning –Unbundled Network Elements. <u>As used herein and in Attachment 6, the terms “Unbundled Network Elements” (whether or not used with initial caps) and “UNEs” include those network elements that are required to be unbundled under Section 251 and and those required to be unbundled under Section 271 of the Telecommunications Act.</u></p>	<p>1.1 SBC MISSOURI will provide pre-order, ordering and provisioning services to CLEC associated with <b>Lawful</b> unbundled Network Elements (“<b>Lawful</b> UNEs”), pursuant to the requirements set forth in this Attachment 7: Ordering and Provisioning – <b>Lawful</b> Unbundled Network Elements.</p>	<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 60	5.7 When CLEC orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Interconnection of Network Elements. There will be no charge for such interconnection, other than the recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge as specified in Appendix Pricing <u>UNE</u> – Schedule of Prices.	5.7 When CLEC orders <b>Lawful</b> Elements or <b>Lawful</b> Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions, <b>as appropriate under applicable law</b> . This will be known as Contiguous Interconnection of <b>Lawful</b> Network Elements. There will be no charge for such interconnection, other than the recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge as specified in Appendix Pricing <b>Lawful</b> – Schedule of Prices.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 60	Exhibit A		

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
<b>CC UNE 67</b>	<p>1.1 SBC MISSOURI will provide repair, maintenance, testing, and surveillance for all Unbundled Network Elements and any Combinations of Network Elements (Combinations) <u>and Commingled Network Elements (Commingled Elements)</u> as described in Attachment 6 of the Agreement in accordance with the terms and conditions of this Attachment. <u>As used herein and in Attachment 6, the term “Unbundled Network Elements” (whether or not used with initial caps) and “UNEs” include those network elements that are required to be unbundled under Section 251 and and those required to be unbundled under Section 271 of the Telecommunications Act.</u></p>	<p>1.1 SBC MISSOURI will provide repair, maintenance, testing, and surveillance for all <b>Lawful</b> Unbundled Network Elements and any <b>Lawful</b> Combinations of Network Elements (Combinations) as described in Attachment 6 of the Agreement in accordance with the terms and conditions of this Attachment.</p>	<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report.</p>

Attachment III.A Part 1 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 67	1.2		

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>MCI UNE 2</b>	1.1.2 <u>Intentionally Omitted.</u>	1.1.2 Notwithstanding any other provision of the Appendix, SBC MISSOURI shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. UNEs that SBC MISSOURI is required to provide pursuant to Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders shall be referred to in this Agreement as “Lawful UNEs.”	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
MCI UNE 2	1.5 “Lawful,” “Lawful Unbundled Network Element” or “Lawful UNE” when used in relation to unbundled Network Elements, means those unbundled Network Elements <u>described in this Agreement and required by Applicable Law.</u>	1.5 “Lawful,” “Lawful Unbundled Network Element” or “Lawful UNE” when used in relation to unbundled Network Elements, means those unbundled Network Elements <b>required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, or lawful and effective orders and rules of the State Commission that are necessary to further competition in the provision of telephone exchange service or exchange access and that are not inconsistent with the Federal Telecommunications Act of 1996 (FTA) or the FCC's regulations to implement the FTA.</b>	Neither parties language is consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
<b>Navigator UNE 1</b>	<p>This Attachment 6: Unbundled Network Elements to the Agreement sets forth the unbundled Network Elements that SBC MISSOURI agrees to offer to CLEC. The specific terms and conditions that apply to the unbundled Network Elements are described below. The price for each Network Element is set forth in Appendix Pricing - Unbundled Network Elements, attached hereto. <u>The terms “Unbundled Network Elements” (whether or not capitalized) and “UNEs” includes those network elements that are required to be unbundled under Section 251 of the Act, those required to be unbundled under Section 271 of the Act, and those required to be unbundled under state law.</u></p>	<p>This Attachment 6: <b>Lawful Access to Unbundled Network Elements (Lawful UNEs)</b> to the Agreement sets forth the unbundled Network Elements that SBC MISSOURI agrees to offer to CLEC <b>for the provision of a Telecommunication Service ((Act, Section 251(c)(3))</b>. The specific terms and conditions that apply to the unbundled Network Elements are described below. The price for each Network Element is set forth in Appendix Pricing - Unbundled Network Elements, attached hereto.</p>	<p>Navigator's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE 1	<p><u>2.1 UNEs and Declassification, and Reinstatement of Section 251 UNEs.</u> This Agreement sets forth the terms and conditions pursuant to which SBC MISSOURI will provide CLEC with access to unbundled network elements in SBC MISSOURI's incumbent local exchange areas for the provision of Telecommunications Services by CLEC. <u>The Parties agree that CLEC's local calling areas are not required to match SBC MISSOURI's local calling areas or match SBC MISSOURI's exchange boundaries. Therefore, nothing in this Section 2.1 is intended to preclude CLEC from obtaining unbundled network elements from SBC MISSOURI within SBC MISSOURI's territory and using such unbundled network elements to provide Telecommunications Services that cross SBC MISSOURI's exchange boundaries and local calling areas, including UNE section 251 and section 271 meet point arrangements with other incumbent LECs.</u> ; Notwithstanding any other provision of the Agreement, SBC MISSOURI shall be obligated to provide UNEs to the extent required by Section 251(c)(3) of the Act, as determined by and effective FCC rules and associated and effective</p>	<p>2.1 This Agreement sets forth the terms and conditions pursuant to which SBC MISSOURI will provide CLEC with access to unbundled network elements <b>under Section 251(c)(3) of the Act</b> in SBC MISSOURI's incumbent local exchange areas for the provision of Telecommunications Services by CLEC; <b>provided, however, that notwithstanding any other provision of the Agreement, SBC MISSOURI shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. UNEs that SBC MISSOURI is required to provide pursuant to Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders</b></p>	<p>Navigator's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 1	2.1.1 A network element, no longer required by Section 251(c)(3) of the Act, as determined by and effective FCC rules and associated and effective FCC and judicial orders. may also be referred to as "Declassified."	2.1.1 A network element, <b>including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is</b> no longer required by Section 251(c)(3) of the Act, as determined by <b>lawful</b> and effective FCC rules and associated <b>lawful</b> and effective FCC and judicial orders. <b>Without limitation, a Lawful UNE that has ceased to be a Lawful UNE</b> may also be referred to as "Declassified."	Navigator's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 1	2.1.2 Without limitation, a network element, including a network element referred to as <u>is</u> Declassified upon or by (a) the issuance of a legally effective finding by a court or regulatory agency acting within its authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that an incumbent LEC is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the network element on an unbundled basis under Section 251(c)(3). By way of example only, a network element can be Declassified generally, or on an element-specific, route-specific or geographically-specific basis or on a class of elements basis. Under any scenario, Section 2.5 "Transition Procedure" shall apply.	2.1.2 Without limitation, a network element, including a network element referred to as <b>a Lawful UNE under this Agreement is</b> <u>is</u> Declassified upon or by (a) the issuance of a legally effective finding by a court or regulatory agency acting within its <b>lawful</b> authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that an incumbent LEC is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the network element on an unbundled basis under Section 251(c)(3). By way of example only, a network element can <b>cease to be a Lawful UNE</b> <b>or</b> be Declassified generally, or on an element-specific, route-specific or geographically-specific basis or on a class of elements basis. Under any scenario, Section 2.5 "Transition Procedure" shall	Navigator's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 1	2.1.3 <u>Intentionally left blank</u>	2.1.3 It is the Parties' intent that only Lawful UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require Lawful UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be "Lawful," the reference shall be deemed to be a reference to Lawful UNE(s) or Lawful unbundling, as defined in this Section 2.1. If an element is not required to be provided under this Appendix Lawful UNE and/or not described in this Appendix Lawful UNE, it is the Parties' intent that the element is not available under this Agreement, notwithstanding any reference to the element elsewhere in the Agreement, including in any other Appendix, Schedule or in the Pricing Appendix.	Navigator's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE 1	<p>2.1.4 By way of example only, if terms and conditions of this Agreement state that SBC MISSOURI is required to provide a UNE or UNE combination, and that UNE or the involved UNE (if a combination) is Declassified, then SBC MISSOURI shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement, <u>unless that element continues to be available pursuant to Section 271 of the Act or under state law, even if Declassified; or alternatively if a Declassified element is reinstated as a UNE available under Section 251 as a result of a court or FCC decision, or is otherwise made available on an unbundled basis by order of the Missouri Public Service Commission or as a result of changed factual circumstances where conditions required for Declassification in certain locations are no longer met.</u></p>	<p>2.1.4 By way of example only, if terms and conditions of this Agreement state that SBC MISSOURI is required to provide a <b>Lawful</b> UNE or <b>Lawful</b> UNE combination, and that <b>Lawful</b> UNE or the involved <b>Lawful</b> UNE (if a combination) is Declassified <b>or otherwise no longer constitutes a Lawful UNE</b>, then SBC MISSOURI shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.</p>	<p>Navigator's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE 1	2.11.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement, SBC MISSOURI shall permit CLEC to Commingle a UNE or a combination of UNEs, <u>or facilities, services or functionalities pursuant to Section 271 of the Act,</u> with facilities or services obtained at wholesale from SBC MISSOURI to the extent required by FCC rules and judicial orders.	2.11.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement, SBC MISSOURI shall permit CLEC to Commingle a <b>Lawful</b> UNE or a combination of <b>Lawful</b> UNEs, with facilities or services obtained at wholesale from SBC MISSOURI to the extent required by FCC rules and judicial orders.	Navigator's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>Sprint UNE 1</b>	1.1 This Appendix Lawful UNEs sets forth the terms and conditions under this agreement pursuant to which the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to lawful unbundled network elements as specifically defined in this Appendix Lawful UNEs for the provision by CLEC of a Telecommunications Service. SBC MISSOURI will provide Sprint access to lawful unbundled network elements pursuant to <u>Section 251(c)(3) of the Act, lawful and effective FCC rules (47.C.F.R. Part 51) and associated lawful and effective FCC and judicial orders.</u> For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.	1.1 This Appendix Lawful UNEs sets forth the terms and conditions under this agreement pursuant to which the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to lawful unbundled network elements as specifically defined in this Appendix Lawful UNEs for the provision by CLEC of a Telecommunications Service. SBC MISSOURI will provide Sprint access to lawful unbundled network elements pursuant to (( <b>Act, Sections 251(c)(3)</b> )). For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.	Neither parties language is consistent with the Arbitrator's Report.
Sprint UNE 1			

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
<b>Wiltel OE 1a</b>	2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which SBC-13STATE agrees to provide CLEC with access to unbundled network elements (UNEs) under Section 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 in SBC-13STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that SBC-13STATE is only obligated to make available UNEs and access to UNEs under Section 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-13STATE's incumbent local exchange areas. <u>Except as provided in this Appendix</u> , SBC-13STATE 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-13STATE's incumbent local exchange areas.	2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which SBC-13STATE agrees to provide CLEC with access to <b>lawful</b> unbundled network elements ( <b>Lawful</b> UNEs) under Section 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 in SBC-13STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that SBC-13STATE is only obligated to make available <b>Lawful</b> UNEs and access to <b>Lawful</b> UNEs under Section 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-13STATE's incumbent local exchange areas. SBC-13STATE has no obligation to provide such <b>Lawful</b> UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of SBC-13STATE's incumbent local exchange areas. In ac	Wiltel's language is most consistent with the Arbitrator's Report.
<b>Wiltel UNE 1</b>	1. INTRODUCTION	1. INTRODUCTION	

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 1	1.1 This Appendix UNEs sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to lawful unbundled network elements as specifically defined in this Appendix Lawful UNEs for the provision by CLEC of a Telecommunications Service. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.	1.1 This Appendix <b>Lawful</b> UNEs sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to lawful unbundled network elements as specifically defined in this Appendix Lawful UNEs for the provision by CLEC of a Telecommunications Service (( <b>Act, Section 251(c)(3)</b> )). For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.	Wiltel's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Wiltel UNE 1	2. Terms and Conditions	2. Terms and Conditions	
Wiltel UNE 1	<p>2.1 Lawful UNEs and Declassification. This Agreement sets forth the terms and conditions pursuant to which SBC-13STATE will provide CLEC with access to unbundled network elements under <u>Applicable Law</u> in SBC-13STATE's incumbent local exchange areas for the provision of Telecommunications Services by CLEC; <u>UNEs that SBC-13STATE is required to provide pursuant to Applicable Law shall be referred to in this Agreement as "Lawful UNEs"</u>.</p>	<p>2.1 Lawful UNEs and Declassification. This Agreement sets forth the terms and conditions pursuant to which SBC-13STATE will provide CLEC with access to unbundled network elements under <b>Section 251(c)(3) of the Act</b> in SBC-13STATE's incumbent local exchange areas for the provision of Telecommunications Services by CLEC; <b>provided, however, that notwithstanding any other provision of the Agreement, SBC-13STATE shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. UNEs that SBC-13STATE is required to provide pursuant to Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders shall be referred to in</b></p>	<p>Neither parties language is consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 1		2.1.1 A network element, including a network element referred to as a Lawful UNE under this Agreement, <b>will cease to be a Lawful UNE under this Agreement if it</b> is no longer required by <b>Section 251(c)(3) of the Act</b> , as determined by <b>lawful and effective FCC rules and associated lawful and effective FCC and judicial orders</b> may also be referred to as “Declassified.”	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>AT&amp;T UNE 4</b>	2.1.1.2 Pursuant to rule 51.309(b) AT&T may not access UNEs for the exclusive provision of mobile wireless services or long distance services or interexchange services (telecommunications service between different stations in different exchange areas).	<b>2.1 Conditions for Access to UNEs</b>	AT&T's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
AT&T UNE 4		<p>2.1.1 As conditions to accessing and using any UNE (whether on a stand-alone basis or in combination with other UNEs, with a network element possessed by AT&amp;T, or pursuant to Commingling), AT&amp;T must be a Telecommunications Carrier (Section 251(c)(3), and must use the Lawful UNE(s) for the provision of a Telecommunications Service Section (Section (251(c)(3) as permitted by the FCC. Together, these conditions are the “Statutory Conditions” for access to Lawful UNEs. AT&amp;T hereby represents and warrants that it is a telecommunications carrier and that it will notify SBC MISSOURI immediately in writing if it ceases to be a telecommunications carrier. Failure to so notify SBC MISSOURI shall constitute material breach of this Agreement.</p>	<p>SBC's language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T UNE 4		2.1.1.1 By way of example, use of a Lawful UNE (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise) to provide service to CLEC or for other administrative purpose(s) does not constitute using a Lawful UNE pursuant to the Statutory Conditions.	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T UNE 4		<p><b>2.1.1.2 By way of further example</b>, AT&amp;T may not access services or interexchange services (telecommunications service between different stations in different exchange areas).</p>	<p>SBC's language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T UNE 4		2.1.1.3 AT&T must be a telecommunications carrier. AT&T hereby represents and warrants that it is a telecommunications carrier and that it will notify SBC MISSOURI immediately in writing if it ceases to be a telecommunications carrier. Failure to so notify SBC MISSOURI shall constitute material breach of this Agreement.	No dispute.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T UNE 4		2.1.2 Other conditions to accessing and using any Lawful UNE (whether on a stand-alone basis or in combination with other network elements or UNEs (Lawful or otherwise) may be applicable under lawful and effective FCC rules and associated lawful and effective FCC and judicial orders and will also apply.	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
<b>CC UNE 4</b>	<p>2.1 This Attachment 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) <u>and under Section 271</u> of the Act in SBC MISSOURI's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. <u>provide certificated territory within the state of MISSOURI at locations where SBC MISSOURI has facilities and equipment outside of its certificated territory. The Parties agree that CLEC's local calling areas are not required to match SBC MISSOURI's local calling areas or match SBC MISSOURI's exchange boundaries. Therefore, nothing in this Section 2.1 is intended to preclude CLEC from obtaining unbundled network elements from SBC MISSOURI within SBC MISSOURI's territory and using such obtaining unbundled network elements to provide Telecommunications Services that cross SBC MISSOURI's exchange boundaries and local calling areas including UNE section 251 and section 271 meet point arrangements with other incumbent LECs.</u></p>	<p>2.1 This Attachment 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 in SBC MISSOURI's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. <b>The Parties acknowledge and agree that SBC MISSOURI is only obligated to make available UNEs and access to UNEs to CLEC in SBC MISSOURI's incumbent local exchange areas. SBC MISSOURI has no obligation to provide such UNEs 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 obligated to provision UNEs or to provide access to UNEs and is not otherwise bound by any 251(c) obligations in geographic areas other than SBC MISSOURI's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Attachment, and any associated provision set forth elsewhere in this Agreement (including but not limited to the</b></p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 4	<p>2.1.1 In order to access and use UNEs, CLEC must be a Telecommunications Carrier (Section 251(c)(3)), and must use the UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)). Together, these conditions are the “Statutory Conditions” for access to UNEs. <u>Furthermore, by FCC rule, CLEC is prohibited from using an unbundled network element under Section 251 for the exclusive provision of mobile wireless services or interexchange services.</u> Accordingly, CLEC hereby represents and warrants that it is a telecommunications carrier <u>certificated by the Texas Commission to provide local exchange service,</u> and that it will notify SBC MISSOURI immediately <u>as soon as reasonably practical</u> in writing if it ceases to be <u>so certificated.</u> Failure to so notify SBC MISSOURI shall constitute a material breach of this Agreement.</p>	<p>2.1.1 In order to access and use <b>Lawful</b> UNEs, CLEC must be a Telecommunications Carrier (Section 251(c)(3)), and must use the <b>Lawful</b> UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)). Together, these conditions are the “Statutory Conditions” for access to <b>Lawful</b> UNEs. Accordingly, CLEC hereby represents and warrants that it is a telecommunications carrier, and that it will notify SBC MISSOURI <b>immediately</b> in writing if it ceases to be a <b>telecommunication carrier.</b> Failure to so notify SBC MISSOURI shall constitute a material breach of this Agreement.</p>	<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 4		2.1.1.1 Other conditions to accessing and using any Lawful UNE (whether on a stand-alone basis or in combination with other network elements or UNEs (Lawful or otherwise) may be applicable under lawful and effective FCC rules and associated lawful and effective FCC and judicial orders and will also apply.	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 4		2.1.1.2 By way of example, CLEC may not access Lawful UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services (telecommunications service between different stations in different exchange areas).	SBC's language is not consistent with the Arbitrator's Report.
<b>CC UNE 1 &amp; SBC MO 1a</b>	language above	language above	

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
<b>AT&amp;T Rider 1</b>	1.1 Pursuant to the <i>TRO</i> , nothing in this Agreement requires SBC MISSOURI to provide to CLEC any of the following items <u>on an unbundled basis pursuant to Section 251(c)(3) of the Act</u> , either alone or in combination (whether new, existing, or pre-existing) with any other element, service	<b>WHEREAS, the <i>USTA II</i> decision vacated certain of the FCC rules and parts of the <i>TRO</i> requiring the provision of certain unbundled network elements under Section 251(c)(3) of the Act, and therefore, SBC MISSOURI was no longer legally obligated to provide those network elements on an unbundled basis to CLEC under federal law; and</b>	SBC's language is not consistent with the Arbitrator's Report. 1.1 - AT&T's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T Rider 1	(i) entrance facilities	1.1 Pursuant to the <i>TRO</i> , nothing in this Agreement requires SBC MISSOURI to provide to CLEC any of the following items either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality:	See above.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T Rider 1	(ii) OCn level dedicated transport;	(i) entrance facilities, <b>defined as dedicated transport that does not connect a pair of SBC MISSOURI wire centers which includes, but is not limited to, transmission facilities that connect CLEC's network with SBC MISSOURI's network, regardless of the purpose of the facilities);</b>	AT&T's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
AT&T Rider 1	<p>The above-listed items are referred to in this Amendment as “TRO Declassified Elements. <u>Nothing in this section shall limit AT&amp;T’s ability to commingle a facility or service previously acquired as a UNE with a UNE or combination of UNEs pursuant to Attachment 6, Section 2.11 of the Parties’ ICA.</u></p>	(ii) <b>DSO or</b> OCn level dedicated transport;	AT&T's language is consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T Rider 1	1.2.1 SBC MISSOURI is not required to provide the TRO Declassified Element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other service or functionality <u>not acquired as an unbundled element pursuant to Section 251(c)(3)</u> to CLEC under this Agreement, and the following notice and transition procedure shall apply:	The above-listed items are referred to in this Amendment as “TRO Declassified Elements.”	1.2.1 - AT&T's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T Rider 1	2.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination:	1.2.1 SBC MISSOURI is not required to provide the TRO Declassified Element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other <b>element</b> , service or functionality to CLEC under this Agreement, and the following notice and transition procedure shall apply:	See above.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T Rider 1	3.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain new Mass Market ULS, whether alone, in combination (as in with "UNE-P"), or otherwise, <u>except as required by State Commission orders</u> . For purposes of this Section, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.)	2.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination	3.1 - AT&T's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T Rider 1		<p><b>3.1</b> Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain new Mass Market ULS, whether alone, in combination (as in with “UNE-P”), or otherwise. For purposes of this Section, “Mass Market” shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or “Enterprise” level.)</p>	See above.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>MCI UNE 1</b>	1.1 This Appendix Lawful Unbundled Network Elements (UNE) sets forth the terms and conditions pursuant to which SBC MISSOURI agrees to furnish MCIIm with access to Lawful unbundled Network Elements. At MCIIm's request, SBC MISSOURI shall provide nondiscriminatory access to Lawful unbundled Network Elements at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms of this Appendix. SBC MISSOURI shall provide such Lawful unbundled Network Elements in a manner that allows MCIIm to combine such elements in order to provide a Telecommunications Service.	1.1 This Appendix Lawful Unbundled Network Elements (UNE) sets forth the terms and conditions pursuant to which SBC MISSOURI agrees to furnish MCIIm with access to Lawful unbundled Network Elements <b>under Section 251(c)(3) of the Act in SBC MISSOURI's incumbent local exchange areas for the provision of Telecommunications Services by MCIIm.</b> At MCIIm's request, SBC MISSOURI shall provide nondiscriminatory access to Lawful unbundled Network Elements at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms of this Appendix. SBC MISSOURI shall provide such Lawful unbundled Network Elements in a manner that allows MCIIm to combine such elements in order to provide a Telecommunications Service.	SBC's language is most consistent with the Arbitrator's Report.
<b>MCI UNE 4</b>	2.2.9 <u>Intentionally Omitted.</u>	2.2.9 <b>only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of Section 251(d)(2) of the Act;</b>	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>Wiltel UNE 4</b>	2.7.8 None	2.7.8 Only to the extent it has been determined that these elements are required by the “necessary” and “impair” standards of the Act (Act, Section 251(d)(2));	SBC's language is not consistent with the Arbitrator's Report.
<b>AT&amp;T UNE 2a</b>	language above	language above	
<b>AT&amp;T UNE 2c</b>	language above	language above	
<b>CC UNE 2</b>	1.2 UNEs, and Declassification and Reinstatement of Section 251 UNEs	1.2.7 & 1.2.7.1 For Transition Language see SBC MISSOURIS EMBEDDED BASE RIDER.	1.2 - CLEC Coalition's language is not consistent with the Arbitrator's Report. 1.2.7 & 1.2.7.1 - SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 2	<p>1.2.1 As a result of the FCC's Triennial Review Order, certain Unbundled Network Elements were removed from the FCC's list of Section 251 Unbundled Network Elements ("Declassified") because the FCC concluded that CLECs were unimpaired by the unavailability of these network elements as UNEs under Section 251 of the Act. In addition, the FCC determined that CLECs would have access to certain elements as Unbundled Network Elements under Section 251 only under certain circumstances, and further directed the state commissions to determine whether CLECs are impaired without access to local switching as a UNE under Section 251 in particular geographic market areas and impaired without access to certain loops and transport routes as UNEs under Section 251. The D.C. Circuit in USTA II vacated portions of the FCC's decisions in the TRO, and vacated and remanded other portions of the TRO. At the time the parties are negotiating this Agreement, the FCC has issued permanent UNE rules under Section 251 in response to the D.C. Circuit's vacatur and remand. The permanent UNE rules implem</p>	<p><b>1.2.1 This Agreement sets forth the terms and conditions pursuant to which SBC MISSOURI will provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act in SBC MISSOURI' incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, SBC MISSOURI shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. UNEs that SBC MISSOURI is required to provide pursuant to Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders shall be referred to in this Agreement as "Lawful UNEs."</b></p>	<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 2	<p><u>1.2.2 In this Attachment UNE and Agreement, the terms “Declassified” or “Declassification” mean the situation where SBC MISSOURI is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act as a result of the issuance of a finding by the FCC that requesting telecommunications carriers are not impaired without access to a particular network element on an unbundled basis.</u></p>	<p><b>1.2.1.1 A network element, including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as “Declassified.”</b></p>	<p>1.2.2 - The CLEC Coalition's language is most consistent with the Arbitrator's Report. 1.2.1.1 - SBC's language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 2	<u>1.2.3 Intentionally Left Blank</u>	1.2.1.2 Without limitation, a network element, including a network element referred to as a Lawful UNE under this Agreement is Declassified upon or by (a) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that an incumbent LEC is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the network element on an unbundled basis under Section 251(c)(3).	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 2	<p><u>1.2.4 The Parties agree that the FCC in its Triennial Review Order determined that interconnection facilities that ILECs are required to provide for Section 251(c)(2) interconnection are not Declassified.</u></p>	<p><b>1.2.1.3 It is the Parties' intent that only Lawful UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require Lawful UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be "Lawful," the reference shall be deemed to be a reference to Lawful UNE(s) or Lawful unbundling, as defined in this Section 1.2.1.2.</b></p>	<p>1.2.4 - The CLEC Coalition's language is most consistent with the Arbitrator's Report. 1.2.1.3 - SBC's language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 2	<p><u>1.2.5 SBC MISSOURI agrees that it is required under Section 271 of the Act to provide CLEC with non-discriminatory access to local loop transmission from the central office to the customer's premises, local transport from the trunk side of SBC MISSOURI'S switch, and local switching, and that such network elements must be made available at just and reasonable rates.</u></p>	<p><b>1.2.1.4 By way of example only, if terms and conditions of this Agreement state that SBC MISSOURI is required to provide a Lawful UNE or Lawful UNE combination,” and that Lawful UNE or the involved Lawful UNE (if a combination) is Declassified or otherwise no longer required under Section 251(c)(3) as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders constitutes a Lawful UNE, then SBC MISSOURI shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.</b></p>	<p>1.2.5 - The CLEC Coalition's language is most consistent with the Arbitrator's Report. 1.2.1.4 - SBC's language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 2	<u>1.2.6 Network Elements Reclassified as UNEs under Section 251</u>	<b>1.2.2 Nothing contained in the Agreement shall be deemed to constitute consent by SBC MISSOURI that any item identified in this Agreement as a UNE or network element is a or Lawful UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, that SBC MISSOURI is required to provide to CLEC alone, or in combination with other network elements or UNEs (Lawful or otherwise), or commingled with other network elements, UNEs (Lawful or otherwise) or other services or facilities.</b>	1.2.6 - The CLEC Coalition's language is not consistent with the Arbitrator's Report. 1.2.2 - SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 2	<p><u>1.2.6.1 The Parties recognize that, during the term of this Agreement, SBC MISSOURI may be required as a result of a court decision, or an FCC order, to provide one or more Declassified network elements as an unbundled network element under Section 251 of the Act or under Texas state law ("Reclassified"). The Parties also recognize that, during the term of this Agreement, the classification of an SBC MISSOURI wire center as Tier 1, 2 or 3 under the FCC's criteria set out in the TRRO, or the Tier structure criteria may change, or the Tier structure may be eliminated. It is the Parties' intent that CLEC's access to UNEs under Section 251 shall be consistent with such changes if, as and when they occur to the extent reasonably practical.</u></p>	<p><b>1.2.3 The preceding includes without limitation that SBC MISSOURI shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving SBC MISSOURI network elements that do not constitute Lawful UNEs under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, or where Lawful such UNEs are not requested for permissible purposes.</b></p>	<p>1.2.6.1 - The CLEC Coalition's language is not consistent with the Arbitrator's Report. 1.2.3 - SBC's language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 2	<p><u>1.2.6.2 If any UNE is Reclassified, CLEC's ability to order and SBC's obligation to provision the Reclassified UNE rates set under Section 251(d) shall be implemented no later than thirty (30) days after the effective date of such Reclassification. In addition, no later than thirty (30) days after the effective date of such Reclassification, SBC MISSOURI shall begin accepting orders for conversion of wholesale services (e.g., special access services, resold services, and network elements provided under Section 271) to UNES under Section 251. The terms and conditions in Section ____ of this Attachment shall apply to such conversions.</u></p>	<p><b>1.2.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or Lawful UNE in this Agreement is Declassified or is otherwise no longer required to be unbundled under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders a Lawful UNE, then the Transition Procedure defined in Section 1.2.5, below, shall govern.</b></p>	<p>1.2.6.2 - The CLEC Coalition's language is not consistent with the Arbitrator's Report. 1.2.4 - SBC's language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 2	<p><u>1.2.6.3 If the number of fiber-based collocators and/or number of business access lines served rises or falls in any SBC MISSOURI wire center such that the classification of that wire center as Tier 1, 2 or 3 would change, SBC MISSOURI shall file an informational notice with the Missouri Commission and the FCC, and shall provide notice to all CLECs in an Accessible Letter, identifying the wire center affected and the reason for the classification change, e.g., the presence of a named additional fiber-based collocator. Such notices will be filed no more often than quarterly. CLEC may, on information and belief, contest the change in classification by initiating an appropriate proceeding at the Missouri Commission. If it is determined in such proceeding that SBC's change in classification of a wire center was incorrect, and if the correction of such error results in one or more wire center's classification to be revised from that stated in SBC's notice, the rates paid by CLEC for DS1 and DS3 loops, and DS1 and DS3 transport shall be subject to true-up.</u></p>	<p><b>1.2.5 Transition Procedure for UNEs that are Declassified during the Term of the Agreement</b></p>	<p>1.2.6.3 - The CLEC Coalition's language is consistent with the Arbitrator's Report. 1.2.5 - SBC's language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 2	<u>1.2.6.4 The Parties understand and agree that no amendment to this Agreement shall be necessary to effectuate and implement the provisions set forth in 1.2.8.2 and 1.2.8.3 above.</u>	<b>1.2.5.1 The procedure set forth in Section 1.2.5.2 does not apply to the Declassification events described in Sections 4.7.1.1.1, 4.7.1.2.1, xxx, 5.3.2.1 below which set forth the consequences for Declassification of DS1 and DS3 Loops, DS1 and DS3 Transport and Dark Fiber Transport, where applicable “caps” are met, or where Declassification occurs because wire centers/routes meet the criteria set forth in the FCC’s TRO Remand Order.</b>	1.2.6.4 - The CLEC Coalition language is not consistent with the Arbitrator's Report. 1.2.5.1 - SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 2	<u>1.2.7 Transition Plans for Network Elements that No Longer Are UNEs Under Section 251</u>	1.2.5.2 SBC MISSOURI shall only be obligated to provide Lawful UNEs required to be unbundled under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, under this Agreement. To the extent an element described as a Lawful UNE or an unbundled network element in this Agreement is Declassified or is otherwise no longer a Lawful UNE, SBC MISSOURI may discontinue the provision of such element, whether previously provided alone or in combination with or as part of any other arrangement with other Lawful UNEs or other elements or services. Accordingly, in the event one or more elements described as Lawful UNEs or as unbundled network elements in this Agreement is Declassified or is otherwise no longer a Lawful UNE, SBC MISSOURI will provide written notice to CLEC of its discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of thirty (30) days from the date of such notice, SBC MISSOURI a	1.2.5.2 - SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 2	<p><u>1.2.7.1 The FCC in the TRRO determined that certain network elements no longer will be required to be unbundled under Section 251, but also found that these elements must continue to be made available to CLECs for a specified period of time to enable CLECs to serve their embedded customer base and effect an orderly transition away from these Declassified UNEs. The FCC's transition plans apply to the following unbundled network elements: high-capacity loops and high-capacity transport in certain locations, to dark fiber transport and to mass-market unbundled local circuit switching and UNE-P. For purposes of implementing these transition plans, CLEC's "embedded customer base" is defined as (1) business entities, including corporations, limited liability companies, partnerships, sole proprietorships, cooperatives and other entities; (2) governmental and non-profit organizations; and (3) residential customers that had executed a valid contract or service order or were subscribed to CLEC's services as of March 11, 2005. The terms and conditions for implementing the tr</u></p>	<p>(a) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or</p>	<p>1.2.7.1 - The CLEC Coalition's language is consistent with the Arbitrator's Report. SBC's language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 2		(b) SBC MISSOURI and CLEC may agree upon another service arrangement or element (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous access product or service may be substituted, if available.	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 2		Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that thirty (30) day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a), above, and if CLEC and SBC MISSOURI have failed to reach agreement, under (b), above, as to a substitute service arrangement or element, then SBC MISSOURI may, at its sole option, disconnect the element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available.	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 2		<p>1.2.5.3 The provisions set forth in this Section 1.2.5 “Transition Period” are self-effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of this Section 1.2.5 “Transition Period” to be implemented or effective as provided above. Further, Section 1.2.5 “Transition Period” governs the situation where an unbundled network element or Lawful a UNE under this Agreement is Declassified or is otherwise no longer a Lawful UNE, even where the Agreement may already include an intervening law, change in law or other substantively similar provision. The rights and obligations set forth in Section 1.2.5, above, apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.</p>	<p>SBC's language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
<b>MCI UNE 3</b>	<p>1.1.1 Lawful UNEs and Declassification. <u>Anything to the contrary in this Appendix UNE notwithstanding, in the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commission) or any court of competent jurisdiction promulgates legally effective statutes, rules, regulations or orders which materially affect any provision of this Appendix UNE or either Party's obligations under Applicable Law, then the Parties shall continue to comply with all obligations set forth in this Appendix UNE until the Agreement is amended in accordance with the requirements of Section 23 (Intervening Law) of the general terms and conditions.</u></p>	<p>1.1.1 Lawful UNEs and Declassification. <b>The provisions set forth in Section 5.0 below regarding the "Transition Procedure" are self-effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of Section 5.0 "Transition Procedure" to be implemented or effective. Further, Section 5.0's "Transition Procedure" governs the situation where an unbundled Network Element or Lawful UNE under this Agreement is Declassified or is otherwise no longer a Lawful UNE, even where the Agreement includes Section 23 (Intervening Law) of the General Terms and Conditions. The rights and obligations set forth in Section 5.0 below apply in addition to any other rights and obligations that may be created by such Intervening Law provision.</b></p>	<p>Mci's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
MCI UNE 3	1.1.3 <u>Intentionally Omitted.</u>	1.1.3 A network element, including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as “Declassified.”	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
MCI UNE 3	1.1.4 <u>Intentionally Omitted</u>	1.1.4 Without limitation, a Network Element, including a Network Element referred to as a Lawful UNE under this Agreement is Declassified upon or by (a) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular Network Element on an unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that an incumbent LEC is not required, or is no longer required, to provide a Network Element on an unbundled basis pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the Network Element on an unbundled basis under Section 251(c)(3). By way of example only, a Network Element can cease to be a Lawful UNE or be Declassified generally, or on an element-specific, route-specific or geographically-specific basis or on a class of elements basis. Under any scenario, <b>Section 5.0 "Transition Procedure" shall apply</b>	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix****DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>Navigator UNE 3</b>	2.5 Transition Procedure for Elements that are Declassified during the Term of the Agreement.	2.5 Transition Procedure for Elements that are Declassified during the Term of the Agreement.	No dispute.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 3	2.5.1 The procedure set forth in Section 2.5.2 does not apply to the Declassification events described in Sections 8.3.4.4.1 (DS1 Loop “Caps”), 8.3.5.4.1 (DS3 Loop “Caps”), 8.4.1 (Declassification Procedure – DS1 Loops), 8.4.2 (Declassification Procedure – DS3 Loops), 13.3.5 (DS3 Transport “Caps”), 13.3.6 (DS1 Transport “Caps”), 13.5.2 (DS1 Transport Declassification) and 13.5.3 (DS3 Transport Declassification), which set forth the consequences for Declassification of DS1 and DS3 Loops, DS1 and DS3 Transport and Dark Fiber Transport, where applicable “caps” are met, or where Declassification occurs because wire centers/routes meet the criteria set forth in the FCC’s TRO Remand Order.	2.5.1 The procedure set forth in Section 2.5.2 does not apply to the Declassification events described in Sections 8.3.4.4.1 (DS1 Loop “Caps”), 8.3.5.4.1 (DS3 Loop “Caps”), 8.4.1 (Declassification Procedure – DS1 Loops), 8.4.2 (Declassification Procedure – DS3 Loops), 13.3.5 (DS3 Transport “Caps”), 13.3.6 (DS1 Transport “Caps”), 13.5.2 (DS1 Transport Declassification) and 13.5.3 (DS3 Transport Declassification), which set forth the consequences for Declassification of DS1 and DS3 Loops, DS1 and DS3 Transport and Dark Fiber Transport, where applicable “caps” are met, or where Declassification occurs because wire centers/routes meet the criteria set forth in the FCC’s TRO Remand Order.	No dispute.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE 3	<p>2.5.2 SBC MISSOURI shall only be obligated to provide UNEs under this Agreement. To the extent an element described as a UNE or an unbundled network element in this Agreement is Declassified <u>and</u> is otherwise no longer <u>required to be made available as a</u> UNE <u>under applicable law</u>, such element is no longer required to be provided under this Agreement and CLEC shall cease ordering such element(s) under this Agreement, whether previously provided alone or in combination with or as part of any other arrangement with other UNEs or other elements or services. Accordingly, in the event one or more elements described as UNEs or as unbundled network elements in this Agreement is Declassified <u>and</u> is otherwise no longer <u>required to be made available as a</u> UNE <u>under applicable law</u>, SBC MISSOURI will provide written notice to CLEC of the Declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of thirty (30) days from the date of such notice, SBC MISSOURI agrees to continue</p>	<p>2.5.2 SBC MISSOURI shall only be obligated to provide <b>Lawful</b> UNEs under this Agreement. To the extent an element described as a <b>Lawful</b> UNE or an unbundled network element in this Agreement is Declassified <b>or</b> is otherwise no longer <b>a Lawful</b>, such element is no longer required to be provided under this Agreement and CLEC shall cease ordering such element(s) under this Agreement, whether previously provided alone or in combination with or as part of any other arrangement with other <b>Lawful</b> UNEs or other elements or services. Accordingly, in the event one or more elements described as <b>Lawful</b> UNEs or as unbundled network elements in this Agreement is Declassified <b>or</b> <u>and</u> is otherwise no longer <b>a Lawful</b> UNE, SBC MISSOURI will provide written notice to CLEC of the Declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of thirty (30) days from the date of such notice, SBC MISSOURI agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such wri</p>	<p>Navigator's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 3	(a) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or	(a) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or	No dispute.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 3	(b) SBC MISSOURI and CLEC may agree upon another service arrangement or element (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous access product or service may be substituted, if available.	(b)SBC MISSOURI and CLEC may agree upon another service arrangement or element (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous access product or service may be substituted, if available.	No dispute.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 3	Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that thirty (30) day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a) above, and if CLEC and SBC MISSOURI have failed to reach agreement, under (b) above, as to a substitute service arrangement or element, then SBC MISSOURI may, at its sole option, disconnect the element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available.	Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that thirty (30) day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a) above, and if CLEC and SBC MISSOURI have failed to reach agreement, under (b) above, as to a substitute service arrangement or element, then SBC MISSOURI may, at its sole option, disconnect the element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available.	No dispute.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE 3	<p>2.5.3 The provisions set forth in this Section 2.5 “Transition Period” are self-effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of this Section 2.5 “Transition Period” to be implemented or effective as provided above. Further, Section 2.5 “Transition Period” governs the situation where an unbundled network element or UNE under this Agreement is Declassified <u>and</u> is otherwise no longer <u>required to be made available as</u> UNE <u>under applicable law</u>, even where the Agreement may already include an intervening law, change in law or other substantively similar provision. The rights and obligations set forth in Section 2.5, above, apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.</p>	<p>2.5.3 The provisions set forth in this Section 2.5 “Transition Period” are self-effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of this Section 2.5 “Transition Period” to be implemented or effective as provided above. Further, Section 2.5 “Transition Period” governs the situation where an unbundled network element or <b>Lawful</b> UNE under this Agreement is Declassified <b>or</b> is otherwise no longer <b>a Lawful</b> UNE, even where the Agreement may already include an intervening law, change in law or other substantively similar provision. The rights and obligations set forth in Section 2.5, above, apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.</p>	<p>Navigator's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE 3	<p>2.5.4 Notwithstanding anything in this Agreement or in any Amendment, SBC MISSOURI shall have no obligation to provide, and CLEC is not entitled to obtain (or continue with) access to any network element on an unbundled basis at rates set under Section 252(d)(1), whether provided alone, or in combination with other UNEs or otherwise, once such network element has been or is Declassified <u>and</u> is otherwise no longer <u>required to be made available as a</u> UNE. The preceding includes without limitation that SBC MISSOURI shall not be obligated to provide combinations (whether considered new, pre-existing or existing) involving SBC MISSOURI network elements that do not constitute UNEs, or where UNEs are not requested for permissible purposes.</p>	<p>2.5.4 Notwithstanding anything in this Agreement or in any Amendment, SBC MISSOURI shall have no obligation to provide, and CLEC is not entitled to obtain (or continue with) access to any network element on an unbundled basis at rates set under Section 252(d)(1), whether provided alone, or in combination with other UNEs or otherwise, once such network element has been or is Declassified <b>or</b> is otherwise no longer <b>a Lawful</b> UNE. The preceding includes without limitation that SBC MISSOURI shall not be obligated to provide combinations (whether considered new, pre-existing or existing) involving SBC MISSOURI network elements that do not constitute <b>Lawful</b> UNEs, or where <b>Lawful</b> UNEs are not requested for permissible purposes.</p>	<p>Navigator's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 3	<u>2.7 Transition Plans for Network Elements that No Longer Are UNEs Under Section 251</u>		Navigator's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE 3	<p><u>2.7.1 The FCC in the TRRO determined that certain network elements no longer will be required to be unbundled under Section 251, but also found that these elements must continue to be made available to CLECs for a specified period of time to enable CLECs to serve their embedded customer base and effect an orderly transition away from these Declassified UNEs. The FCC's transition plans apply to the following unbundled network elements: high-capacity loops and high-capacity transport in certain locations, to dark fiber transport and to mass-market unbundled local circuit switching and UNE-P. For purposes of implementing these transition plans, CLEC's "embedded customer base" is defined as (1) business entities, including corporations, limited liability companies, partnerships, sole proprietorships, cooperatives and other entities; (2) governmental and non-profit organizations; and (3) residential customers that had executed a valid contract or service order or were subscribed to CLEC's services as of March 11, 2005. The terms and conditions for implementing the tr</u></p>		<p>Navigator's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
<b>Sprint UNE 3</b>	<p>2.1.4 If terms and conditions of this Agreement state that SBC-13STATE is required to provide a UNE or UNE combination, and that Lawful UNE or the involved Lawful UNE (if a combination) is Declassified <u>pursuant to lawful action by the FCC, the Commission, or judicial action</u>, or otherwise no longer constitutes a Lawful UNE, then SBC-13STATE <u>and Sprint shall incorporate the terms and conditions to amend this agreement reflecting such declassification. The terms and conditions shall, at a minimum, reflect the transition plan, if any, accompanying the declassification. The Parties agree to negotiate a reasonable transition plan should terms not be specified.</u></p>	<p>2.1.4 <b>By way of example only, if</b> terms and conditions of this Agreement state that SBC-13STATE is required to provide a Lawful UNE or Lawful UNE combination, and that Lawful UNE or the involved Lawful UNE (if a combination) is Declassified or otherwise no longer constitutes a Lawful UNE, then SBC-13STATE <b>shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.</b></p>	<p>Sprint's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	2.5 Transition Procedure for Elements that are Declassified during the Term of the Agreement.	2.5 Transition Procedure <b>for Elements that are Declassified during the Term of the Agreement.</b>	Language identical.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	<p>2.5.1 <u>The procedure set forth in 2.5 does not apply to the embedded base of declassified unbundled network elements described in the Triennial Review Remand Order Embedded Base Temporary Rider. The terms and conditions for the provision of the embedded base are contained in the rider. The terms and conditions in 2.5.2 apply to the Declassification events described in Sections 8.4.1 (Declassification Procedure – DS1 Loops), 8.4.2 (Declassification Procedure – DS3 Loops), 13.5.2 (DS1 Transport Declassification) and 13.5.3 (DS3 Transport Declassification), which set forth the consequences for Declassification of DS1 and DS3 Loops, DS1 and DS3 Transport and Dark Fiber Transport, where Declassification occurs because wire centers/routes meet the criteria set forth in the FCC’s TRO Remand Order. The terms in 2.5.3 apply where any other Lawful UNE is Declassified in accordance with the terms in 2.1. SBC-13STATE shall only be obligated to provide Lawful UNEs under this Agreement.</u></p>	<p>2.5.1 The procedure set forth in Section 2.5.2 does not apply to the Declassification events described in Sections 8.3.4.4.1 (DS1 Loop “Caps”), 8.3.5.4.1 (DS3 Loop “Caps”), 8.4.1 (Declassification Procedure – DS1 Loops), 8.4.2 (Declassification Procedure – DS3 Loops), 13.3.5 (DS3 Transport “Caps”), 13.3.6 (DS1 Transport “Caps”), 13.5.2 (DS1 Transport Declassification) and 13.5.3 (DS3 Transport Declassification), which set forth the consequences for Declassification of DS1 and DS3 Loops, DS1 and DS3 Transport and Dark Fiber Transport, where applicable “caps” are met, or where Declassification occurs because wire centers/routes meet the criteria set forth in the FCC’s TRO Remand Order. SBC-13STATE shall only be obligated to provide Lawful UNEs under this Agreement. To the extent an element described as a Lawful UNE or an unbundled network element in this Agreement is Declassified or is otherwise no longer a Lawful UNE such element is no longer required to be provided under this Agreement and CLEC shall cease ordering such element(s) under this Agreement whether previously provided alone</p>	<p>Sprint's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Sprint UNE 3	<p>2.5.2 <u>In the event DS1 and DS3 Loops and DS1 and DS3 Transport and Dark Fiber Transport are Declassified because wire centers/routes meet the criteria set forth in the FCC's TRO Remand Order, SBC-13STATE will provide written notice to CLEC of the Declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. Sprint has thirty (30) days after receiving the Declassification notice to dispute SBC MISSOURI's claims pursuant to section 10 of this agreement's General Terms and Conditions. SBC -13STATE agrees to continue providing such element(s) under the terms of this Agreement during this thirty (30) day period and while the Declassification is being disputed. If CLEC does not dispute the Declassification it will cease ordering new elements that are identified as Declassified in the SBC-13STATE notice letter referenced in this Section 2.5 after the initial thirty (30) day period. If the matter is disputed the parties will implement the provisions resulting from such dispute. SBC-13STATE reserves th</u></p>	<p>(a) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or</p>	<p>Sprint's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	(a) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or	(b) SBC-13STATE and CLEC may agree upon another service arrangement or element (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous access product or service may be substituted, if available.	Language identical for subsections.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	(b) SBC-13STATE and CLEC may agree upon another service arrangement or element (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous access product or service may be substituted, if available.	Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of <b>that thirty (30) day transitional period</b> , unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a) above, and if CLEC and SBC-13STATE have failed to reach agreement, under (b) above, as to a substitute service arrangement or element, then SBC-13STATE may, at its sole option, <b>disconnect the element(s), whether previously provided alone or in combination with or as part of any other arrangement, or</b> convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, <b>if available</b> .	Sprint's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of <u>the transition period</u> , unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a) above, and if CLEC and SBC-13STATE have failed to reach agreement, under (b) above, as to a substitute service arrangement or element, then SBC-13STATE may, at its sole option, convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service.	<b>2.5.1 The provisions set forth in this Section 2.5 “Transition Period” are self-effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of this Section 2.5 “Transition Period” to be implemented or effective as provided above. Further, Section 2.5 “Transition Period” governs the situation where an unbundled network element or Lawful UNE under this Agreement is Declassified or is otherwise no longer a Lawful UNE, even where the Agreement may already include an intervening law, change in law or other substantively similar provision. The rights and obligations set forth in Section 2.5, above, apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.</b>	2.5.1 - SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Sprint UNE 3	<p><u>2.5.3 In the event a Lawful UNE not included in 2.5.1 is Declassified the Parties will negotiate an amendment to effectuate such change in law and discontinuance in accordance with Section 21 of the General Terms and Conditions. Said change in law negotiation shall also include a negotiation of the transition period.</u></p>	<p><b>2.5.2 Notwithstanding anything in this Agreement or in any Amendment, SBC-13STATE shall have no obligation to provide, and CLEC is not entitled to obtain (or continue with) access to any network element on an unbundled basis at rates set under Section 252(d)(1), whether provided alone, or in combination with other UNEs or otherwise, once such network element has been or is Declassified or is otherwise no longer a Lawful UNE. The preceding includes without limitation that SBC-13STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) involving SBC-13STATE network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.</b></p>	<p>2.5.2 &amp; 2.5.3 - Sprint's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	2.6 SBC-13STATE will provide access to Lawful UNEs for the provision by CLEC of a Telecommunications Service. (Act, Section 251(c)(3).	<b>2.6 SBC-13STATE will provide access to Lawful UNEs for the provision by CLEC of a Telecommunications Service. (Act, Section 251(c)(3).</b>	Language is identical.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Sprint UNE 3	8.4.1 DS1. Subject to the cap described in Section 8.3.4.4.1, SBC-13STATE shall provide CLEC with access to a DS1 Lawful UNE Digital Loop, where available, to any building <i>not</i> served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, <u>SBC MISSOURI will follow the Notice and Transition Procedure in Section 2.5 for declassifying unbundled network elements. If Sprint does not dispute the Declassification, thirty (30) days after receiving the notice, Sprint will cease ordering DS1 Digital Loops for that wire center.</u> No future DS1 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).	8.4.1 DS1. Subject to the cap described in Section 8.3.4.4.1, SBC-13STATE shall provide CLEC with access to a DS1 Lawful UNE Digital Loop, where available, to any building <i>not</i> served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, <b>no future DS1 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).</b>	Sprint's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	8.4.2 DS3. Subject to the cap described in Section 8.3.5.4.1, SBC-13STATE shall provide CLEC with access to a DS3 Lawful UNE Digital Loop, where available, to any building <i>not</i> served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, <u>SBC MISSOURI will follow the Notice and Transition Procedure in Section 2.5 for declassifying unbundled network elements.</u>	8.4.2 DS3. Subject to the cap described in Section 8.3.5.4.1, SBC-13STATE shall provide CLEC with access to a DS3 Lawful UNE Digital Loop, where available, to any building <i>not</i> served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, <b>no future DS3 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).</b>	Sprint's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	<p>If Sprint does not dispute the Declassification, thirty (30) days after receiving the notice, Sprint will cease ordering DS3 Digital Loops for that wire center. No future DS3 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).</p>	<p><b>8.4.3 Effect on Embedded Base. Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC as Lawful UNEs under this Agreement, SBC-13STATE will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 "Notice and Transition Procedure."</b></p>	<p>Sprint's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	8.4.3 Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC as Lawful UNEs under this Agreement, SBC-13STATE will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 "Notice and Transition Procedure."	<b>8.4.3.1 Products provided by SBC13STATE in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 "Notice and Transition Procedure" where such Loops are Declassified.</b>	8.4.3.1 language is identical.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	8.4.3.1 Products provided by SBC13STATE in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 "Notice and Transition Procedure" where such Loops are Declassified.	<b>8.4.4 The Parties agree that activity by SBC-13STATE under this Section 8.4 shall not be subject to the Network Disclosure Rules.</b>	8.4.4 Language identical.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	8.4.4 The Parties agree that activity by SBC-13STATE under this Section 8.4 shall not be subject to the Network Disclosure Rules.	13.5.2.1 Subject to the cap described in Section 13.3.6, SBC-13STATE shall provide CLEC with access to Lawful UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such SBC-13STATE must provide Lawful UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are <b>Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Dedicated Transport on such route(s).</b>	13.5.2.1 - Sprint's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	<p>13.5.2.1 Subject to the cap described in Section 13.3.6, SBC-13STATE shall provide CLEC with access to Lawful UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such SBC-13STATE must provide Lawful UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. <u>As Tier 1 Wire Centers are identified in the future and DS1 Dedicated Transport circuits are Declassified the Declassification is subject to the Notification and Transition Procedure in Section 2.5. If Sprint does not dispute the Declassification, thirty (30) days after receiving the notice, Sprint will cease ordering DS1 Dedicated Transport for the impacted routes. Such DS1 Dedicated Transport is</u> Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Dedicated Transport on such route(s).</p>	<p>13.5.3.1 Subject to the cap described in Section 13.3.5, SBC-13STATE shall provide CLEC with access to Lawful UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such SBC-13STATE must provide Lawful UNE DS3 Dedicated Transport under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are <b>Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Dedicated Transport on such route(s).</b></p>	<p>13.5.3.1 - Sprint's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	<p>13.5.3.1 Subject to the cap described in Section 13.3.5, SBC-13STATE shall provide CLEC with access to Lawful UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such SBC-13STATE must provide Lawful UNE DS3 Dedicated Transport under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes <u>is not available as an Unbundled Network Element. As Tier 1 and/or Tier 2 Wire Centers are identified in the future and DS3 Dedicated Transport circuits are Declassified the Declassification is subject to the Notification and Transition Procedure in Section 2.5. If Sprint does not dispute the Declassification, thirty (30) days after receiving the notice, Sprint will cease ordering DS3 Dedicated Transport for the impacted routes. Such DS3 Dedicated Transport is Declassified and no longer</u></p>	<p><b>13.5.4 Effect on Embedded Base. Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as Lawful UNEs under this Agreement, SBC-13STATE will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 "Notice and Transition Procedure."</b></p>	<p>13.5.4 - Sprint's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	13.5.4 Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as Lawful UNEs under this Agreement, SBC-13STATE will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 "Notice and Transition Procedure."	<b>13.5.5 Products provided by SBC-13STATE in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 "Notice and Transition Procedure" where such Transport is Declassified.</b>	13.5.5 - Language identical.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	13.5.5 Products provided by SBC-13STATE in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 "Notice and Transition Procedure" where such Transport is Declassified.	<b>13.6 The Parties agree that activity by SBC-13STATE under this Section 13.5 shall not be subject to the Network Disclosure Rules.</b>	13.6 - Language identical.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	13.6 The Parties agree that activity by SBC-13STATE under this Section 13.5 shall not be subject to the Network Disclosure Rules.	14.11.1SBC-13STATE shall provide CLEC with access to Lawful UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such SBC-13STATE must provide Lawful UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are <b>Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering Lawful UNE Dedicated Transport Dark Fiber on such route(s).</b>	14.11.1 - Sprint's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	<p>14.11.1SBC-13STATE shall provide CLEC with access to Lawful UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such SBC-13STATE must provide Lawful UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are <u>not available as an Unbundled Network Element. As Tier 1 and/or Tier 2 Wire Centers are identified in the future and Dark Fiber Dedicated Transport circuits are Declassified the Declassification is subject to the Notification and Transition Procedure in Section 2.5. If Sprint does not dispute the Declassification, thirty (30) days after receiving the notice, Sprint will cease ordering Dark Fiber Dedicated Transport for the impacted routes. Such Dark Fiber Dedicated Transport is Declassified and no longer available as Lawful UNEs under this Agreement. Accor</u></p>	<p><b>14.11.2 Effect on Embedded Base. Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as Lawful UNEs under this Agreement, SBC-13STATE will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5.</b></p>	<p>14.11.2 - Sprint's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	14.11.2 Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as Lawful UNEs under this Agreement, SBC-13STATE will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5.	<b>14.11.3 Products provided by SBC-12STATE in conjunction with Lawful UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section 14.11 where such fiber is Declassified.</b>	14.11.3 - Language identical.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	14.11.3 Products provided by SBC-12STATE in conjunction with Lawful UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section 14.11 where such fiber is Declassified.	<b>14.11.4 The Parties agree that activity by SBC-12STATE under this Section 14.11 shall not be subject to the Network Disclosure Rules.</b>	14.11.4 - Language identical.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Sprint UNE 3	14.11.4 The Parties agree that activity by SBC-12STATE under this Section 14.11 shall not be subject to the Network Disclosure Rules.		No dispute.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>Wiltel UNE 2</b>	2.1.2 None	2.1.2 Without limitation, a network element, including a network element referred to as a Lawful UNE under this Agreement is Declassified, upon or by (a) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; (b) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that SBC-13STATE is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the network element on an unbundled basis under Section 251(c)(3). By way of example only, a network element can cease to be a Lawful UNE or be Declassified on an element-specific, route-specific or geographically-specific basis or a class of elements basis. Under any scenario, Section 2.5 "Transition Procedure" shall apply.	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 2	2.1.3 It is the Parties' intent that only Lawful UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require Lawful UNE(s), as defined in this Section 2.1. .	2.1.3 It is the Parties' intent that only Lawful UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require Lawful UNE(s) <b>or unbundling without specifically noting that the UNE(s) or unbundling must be "Lawful," the reference shall be deemed to be a reference to Lawful UNE(s) or Lawful unbundling</b> , as defined in this Section 2.1. <b>If an element is not required to be provided under this Appendix Lawful UNE and/or not described in this Appendix Lawful UNE, it is the Parties' intent that the element is not available under this Agreement, notwithstanding any reference to the element elsewhere in the Agreement, including in any other Appendix, Schedule or in the Pricing Appendix.</b>	Wiltel's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 2	2.1.2.1 None	2.1.2.1 By way of example only, if terms and conditions of this Agreement state that SBC-13STATE is required to provide a Lawful UNE or Lawful UNE combination, and that Lawful UNE or the involved Lawful UNE (if a combination) is Declassified or otherwise no longer constitutes a Lawful UNE, then SBC-13STATE shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 2	2.2 None	2.2 Nothing contained in the Agreement shall be deemed to constitute consent by SBC-13STATE that any item identified in this Agreement as a UNE, network element or Lawful UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, that SBC-13STATE is required to provide to CLEC alone, or in combination with other network elements or UNEs (Lawful or otherwise), or commingled with other network elements, UNEs (Lawful or otherwise) or other services or facilities.	SBC's lanaguage is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 2	2.3 SBC-13STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving SBC-13STATE network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.	2.3 <b>The preceding includes without limitation that</b> SBC-13STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving SBC-13STATE network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.	Wiltel's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 2	2.4 None	2.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or Lawful UNE in this Agreement is Declassified or is otherwise no longer a Lawful UNE, then the Transition Procedure defined in Section 2.5, below, shall govern.	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 2	2.5 Transition Procedure.	2.5 Transition Procedure <b>for Elements that are Declassified during the Term of the Agreement.</b>	Wiltel's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 2	2.5.1 None	2.5.1 The procedure set forth in Section 2.5.2 does not apply to the Declassification events described in Sections 8.3.4.4.1 (DS1 Loop “Caps”), 8.3.5.4.1 (DS3 Loop “Caps”), 8.4.1 (Declassification Procedure – DS1 Loops), 8.4.2 (Declassification Procedure – DS3 Loops), 13.3.5 (DS3 Transport “Caps”), 13.3.6 (DS1 Transport “Caps”), 13.5.2 (DS1 Transport Declassification) and 13.5.3 (DS3 Transport Declassification), which set forth the consequences for Declassification of DS1 and DS3 Loops, DS1 and DS3 Transport and Dark Fiber Transport, where applicable “caps” are met, or where Declassification occurs because wire centers/routes meet the criteria set forth in the FCC’s TRO Remand Order.	Wiltel's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Wiltel	<p><b>2.5.2</b> <u>To the extent an element described as a Lawful UNE or an unbundled network element in this Agreement is Declassified or is otherwise no longer a Lawful UNE, SBC-13STATE may discontinue the provision of such element, whether previously provided alone or in combination with or as part of any other arrangement with other Lawful UNEs or other elements or services. To the extent an element described as a Lawful UNE or an unbundled network element in this Agreement is Declassified, SBC-13STATE may discontinue the provision of such element, whether previously provided alone or in combination with or as part of any other arrangement with other Lawful UNEs or other elements or services. Accordingly, in the event one or more elements described as Lawful UNEs or as unbundled network elements in this Agreement is Declassified, SBC-13STATE will provide written notice to CLEC of its discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of ninety (90) days from the date of</u></p>	<p><b>2.5.2 SBC-13STATE shall only be obligated to provide Lawful UNEs under this Agreement. Accordingly,</b> to the extent an element described as a Lawful UNE or an unbundled network element in this Agreement is Declassified or is otherwise no longer a Lawful UNE, SBC-13STATE may discontinue the provision of such element, whether previously provided alone or in combination with or as part of any other arrangement with other Lawful UNEs or other elements or services. Accordingly, in the event one or more elements described as Lawful UNEs or as unbundled network elements in this Agreement is Declassified <b>or is otherwise no longer a Lawful UNE</b>, SBC-13STATE will provide written notice to CLEC of its discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of <b>thirty (30) ninety (90)</b> days from the date of such notice, SBC-13STATE agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering n</p>	<p>Wiltel's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel	CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or	(a) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or	No dispute.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel	SBC-13STATE and CLEC may agree upon another service arrangement or element (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous access product or service may be substituted, if available.	(b) SBC-13STATE and CLEC may agree upon another service arrangement or element (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous access product or service may be substituted, if available.	No dispute.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel	Notwithstanding anything to the contrary in this Agreement, at the end of that <u>ninety (90)</u> day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a) above, and if CLEC and SBC-13STATE have failed to reach agreement, under (b) above, as to a substitute service arrangement or element, then SBC-13STATE may, at its sole option, disconnect the element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available.	Notwithstanding anything to the contrary in this Agreement, <b>including any amendments to this Agreement</b> , at the end of that <b>thirty (30)</b> day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a) above, and if CLEC and SBC-13STATE have failed to reach agreement, under (b) above, as to a substitute service arrangement or element, then SBC-13STATE may, at its sole option, disconnect the element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available.	SBC's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel	2.5.1 The rights and obligations set forth in Section 2.5, above, apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.	2.5.1 <b>The provisions set forth in this Section 2.5 “Transition Period” are self-effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of this Section 2.5 “Transition Period” to be implemented or effective as provided above. Further, Section 2.5 “Transition Period” governs the situation where an unbundled network element or Lawful UNE under this Agreement is Declassified or is otherwise no longer a Lawful UNE, even where the Agreement may already include an intervening law, change in law or other substantively similar provision.</b> The rights and obligations set forth in Section 2.5, above, apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.	Wiltel's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel	2.5.2 None	2.5.2 Notwithstanding anything in this Agreement or in any Amendment, SBC-13STATE shall have no obligation to provide, and CLEC is not entitled to obtain (or continue with) access to any network element on an unbundled basis at rates set under Section 252(d)(1), whether provided alone, or in combination with other UNEs or otherwise, once such network element has been or is Declassified or is otherwise no longer a Lawful UNE. The preceding includes without limitation that SBC-13STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) involving SBC-13STATE network elements that do not constitute Lawful UNEs are not provided under this Agreement, or where Lawful UNEs are not requested for permissible purposes.	Wiltel's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>CC UNE 1d</b>	language above	language above	
<b>Navigator UNE 2</b>	2.6 <u>Network Elements Reclassified as UNEs under Section 251</u>		Navigator's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE 2	<p><u>2.6.1 The Parties recognize that, during the term of this Agreement, SBC MISSOURI may be required as a result of a court decision, or an FCC or Missouri Public Service Commission order, to provide one or more Declassified network elements as an unbundled network element under Section 251 of the Act or under Missouri state law ("Reclassified"). The Parties also recognize that, during the term of this Agreement, the classification of an SBC MISSOURI wire center as Tier 1, 2 or 3 under the FCC's criteria set out in the TRRO, or the Tier structure criteria may change, or the Tier structure may be eliminated. It is the Parties' intent that CLEC's access to UNEs under Section 251 shall be consistent with such changes if, as and when they occur to the extent reasonably practical.</u></p>		<p>Navigator's language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE 2	<p><u>2.6.2 If any UNE is Reclassified, CLEC's ability to order and SBC's obligation to provision the Reclassified UNE rates set under Section 251(d) shall be implemented no later than thirty (30) days after the effective date of such Reclassification. In addition, no later than thirty (30) days after the effective date of such Reclassification, SBC MISSOURI shall begin accepting orders for conversion of wholesale services (e.g., special access services, resold services, and network elements provided under Section 271) to UNEs under Section 251. The terms and conditions in Section ____ of this Attachment shall apply to such conversions.</u></p>		<p>Navigator's language is not consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 2	<p><u>2.6.3 If the number of fiber-based collocators and/or number of business access lines served rises or falls in any SBC MISSOURI wire center such that the classification of that wire center as Tier 1, 2 or 3 would change, SBC MISSOURI shall file an informational notice with the Missouri Commission and the FCC, and shall provide notice to all CLECs in an Accessible Letter, identifying the wire center affected and the reason for the classification change, e.g., the presence of a named additional fiber-based collocator. Such notices will be filed no more often than quarterly. CLEC may, on information and belief, contest the change in classification by initiating an appropriate proceeding at the Missouri Commission. If it is determined in such proceeding that SBC's change in classification of a wire center was incorrect, and if the correction of such error results in one or more wire center's classification to be revised from that stated in SBC's notice, the rates paid by CLEC for DS1 and DS3 loops, and DS1 and DS3 transport shall be subject to true-up</u></p>		Navigator's language is consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE 2	<u>2.6.4 The Parties understand and agree that no amendment to this Agreement shall be necessary to effectuate and implement the provisions set forth in 2.6.2 and 2.6.3 above.</u>		Navigator's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
ATT	<p><u>SBC MISSOURI shall price each Unbundled Network Element separately, and shall offer each Unbundled Network Element individually, and in any technically feasible combination with any other Unbundled Network Element, service or functionality. In no event shall SBC MISSOURI require AT&amp;T to purchase any Unbundled Network Element in conjunction with any other service or element. SBC MISSOURI shall place no use restrictions or other limiting conditions on Unbundled Network Elements and Combinations purchased by AT&amp;T under the terms of this Agreement beyond those explicitly detailed in 47 CFR 51.309, 51.318, and 51.319 as set forth herein. Although AT&amp;T may not use Unbundled Network Elements (or combinations thereof) for the exclusive provision of non-telecommunications services (e.g. information services), AT&amp;T may use such UNEs to provide non-telecommunications services, when they are also used to provide telecommunications services.</u></p>	<p><b>1.7.5.4 Notwithstanding anything in this Agreement or in any Amendment, SBC MISSOURI shall have no obligation to provide, and AT&amp;T is not entitled to obtain (or continue with) access to any network element on an unbundled basis at rates set under Section 252(d)(1), whether provided alone, or in combination with other UNEs or otherwise, once such network element has been or is Declassified of is otherwise no longer a Lawful UNE. The preceding included without limitation that SBC MISSOURI shall not be obligated to provide combinations (whether considered new, pre-existing or existing) involving SBC MISSOURI network elements that not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.</b></p>	<p>AT&amp;T's language is most consistent with the Arbitrator's Report.</p>
ATT			

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>CC UNE 3</b>	None.	1.2.5.2 Notwithstanding anything in this Agreement or in any Amendment, SBC MISSOURI shall have no obligation to provide, and CLEC is not entitled to obtain (or continue with) access to any network element on an unbundled basis at rates set under Section 252(d)(1), whether provided alone, or in combination with other UNEs or otherwise, once such network element has been or is Declassified or is otherwise no longer a Lawful UNE. The preceding includes without limitation that SBC MISSOURI shall not be obligated to provide combinations (whether considered new, pre-existing or existing) involving SBC MISSOURI network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
<b>CC UNE 10</b>	<p>2.6 SBC MISSOURI shall provide access to UNEs and combinations of UNEs in a nondiscriminatory manner such that all CLECs, including any affiliate of SBC MISSOURI, receives the same quality of service that SBC MISSOURI provides to its own retail customers that receive service from SBC MISSOURI utilizing the same or similar network elements. Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what SBC MISSOURI provides itself or any subsidiary, affiliate, or other party (presently found at agreed 47 CFR § 51.311(a), (b)). UNEs available under Section 251 <u>or under Section 271</u> that are provided to CLEC under the provisions of this Attachment shall remain the property of SBC MISSOURI.</p>	<p>2.18.1.2 Neither <del>Commingling</del> nor a <del>Commingled Arrangement</del> shall include, involve, or otherwise encompass an SBC MISSOURI offering pursuant to 47 U.S.C. § 271 that is not a UNE under 47 U.S.C. § 251(c)(3).</p>	<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 10		2.18.8 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, SBC MISSOURI's obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass SBC MISSOURI offerings pursuant to 47 U.S.C. § 271 that are not UNEs under 47 U.S.C. § 251(c)(3).	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 10		2.9 Any combining obligation is limited solely to combining of Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to combining, including but not limited to facilities, services or functionalities that SBC might offer pursuant to Section 271 of the Act.	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>Wiltel UNE 10</b>	2.17.1 “Commingling” means the connecting, attaching, or otherwise linking of a Lawful UNE, or a combination of Lawful UNEs, to one or more facilities or services that CLEC has obtained at wholesale from SBC-13STATE <u>pursuant to any method other than Section 251(c)(3) unbundling</u> , or the combining of a Lawful UNE, or a combination of Lawful UNEs, with one or more such facilities or services. “Commingle” means the act of commingling.	2.17.1 “Commingling” means the connecting, attaching, or otherwise linking of a Lawful UNE, or a combination of Lawful UNEs, to one or more facilities or services that CLEC has obtained at wholesale from SBC-13STATE, or the combining of a Lawful UNE, or a combination of Lawful UNEs, with one or more such facilities or services. “Commingle” means the act of commingling.	Wiltel's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix****DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 10	2.17.1.1 “Commingled Arrangement” means the arrangement created by Commingling.	2.17.1.1 “Commingled Arrangement” means the arrangement created by Commingling.	No dispute.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Wiltel UNE 10	<p>2.17.1.2 Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an SBC-13STATE offering pursuant to 47 U.S.C. § 271 that is not a Lawful UNE under 47 U.S.C. § 251(c)(3). <u>For purposes of clarification, CLEC shall be permitted to Commingle UNEs available on an unbundled basis pursuant to Section 251 with network elements available on an unbundled basis solely pursuant to Section 271. SBC-13STATE is not required, however, to permit CLEC to commingle network elements available on an unbundled basis solely pursuant to Section 271 (i.e. not also subject to unbundling pursuant to Section 251) with special access or other non-Section 251 services, unless the FCC specifically requires it.</u></p>	<p>2.17.1.2 Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an SBC-13STATE offering pursuant to 47 U.S.C. § 271 that is not a Lawful UNE under 47 U.S.C. § 251(c)(3).</p>	<p>Wiltel's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Wiltel UNE 10	<p>2.17.1.3 <u>SBC-13STATE acknowledges that there are currently in place processes for Commingling contemplated under this Section 2.17.</u> Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, SBC-13STATE will develop and implement processes <u>within thirty (30) days of request.</u> The Parties will comply with any applicable Change Management guidelines.</p>	<p>2.17.1.3 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, SBC-13STATE will develop and implement processes <b>subject to any associated rates, terms and conditions.</b> The Parties will comply with any applicable Change Management guidelines.</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 10	2.17.1.4 None	2.17.1.4 Any commingling obligation is limited solely to commingling of one or more facilities or services that CLEC has obtained at wholesale from SBC-13STATE with Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to commingling, including but not limited to facilities, services or functionalities that SBC might offer pursuant to Section 271 of the Act.	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 10	2.17.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement, SBC-13STATE shall permit CLEC to Commingle a Lawful UNE or a combination of Lawful UNEs with facilities or services obtained at wholesale from SBC-13STATE to the extent required by FCC lawful and effective rules and associated lawful and effective FCC and judicial orders. <u>The preceding sentence is not intended to, nor shall it, confer upon SBC-13STATE any rights that conflict with the change of law provisions at Section 21 of the General Terms and Conditions.</u>	2.17.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement, SBC-13STATE shall permit CLEC to Commingle a Lawful UNE or a combination of Lawful UNEs with facilities or services obtained at wholesale from SBC-13STATE to the extent required by FCC lawful and effective rules and associated lawful and effective FCC and judicial orders.	SBC's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 1 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 10	2.17.6 shall not be obligated to Commingle network elements that <u>are not provided in this Appendix</u> , or where Lawful UNEs are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Lawful UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.	2.17.6 <b>Nothing in this Agreement shall impose any obligation on SBC-13STATE to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The preceding includes without limitation that SBC-13STATE shall not be obligated to Commingle network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Lawful UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.</b>	SBC's language is not consistent with the Arbitrator's Report.