

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|--|---|
| MCI UNE 9 | 5 Transition Procedure for Elements that are Declassified during the Term of the Agreement | Transition Procedure for Elements that are Declassified during the Term of the Agreement | |
| MCI UNE 9 | <p>5.1 <u>SBC MISSOURI agrees to continue providing the Transition Elements that are the subject of the transition periods set forth in Sections [xx], [xx] or [xx] during the applicable transition period (and thereafter to the extent specified for a given alternative service arrangement) as set forth in this Attachment. No later than thirty (30) days prior to the end of the applicable transition period specified in Sections [xx], [xx] or [xx] below, MCI shall designate one of the following alternative service arrangements for each Network Element subject to one of the transition periods described in this Appendix ("Transition Element"):</u></p> | <p>5.1 The procedure set forth in Section 5.0 does not apply to the Declassification events described in Sections xx (DS1 Loop "Caps"), xx (DS3 Loop "Caps"), xx (Declassification Procedure – DS1 Loops), xx (Declassification Procedure – DS3 Loops), xx (DS3 Transport "Caps"), xx (DS1 Transport "Caps"), xx (DS1 Transport Declassification) and xx (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.</p> | MCI's language is most consistent with the Arbitrator's Report. |

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| MCI UNE 9 | <p>5.1.1 <u>Conversion to Access Service. MCI may elect to convert a Transition Element to the analogous access service, if available. Where the Transition Elements are converted to an analogous access service, from and after the date on which SBC MISSOURI processes MCI's order, SBC MISSOURI shall provide such access services at the rates applicable under the term plan selected by MCI, and in accordance with the terms and conditions, of SBC MISSOURI's applicable access tariff, with the effective bill date being the first day following the date on which SBC MISSOURI processes MCI's order. Conversion to an analogous access service shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Transition Elements, via letter and spreadsheet, which will be coordinated by the Parties on a project basis. Subject to the provisions of Section [7] SBC MISSOURI will commingle the converted Transition Element(s) under this</u></p> | | <p>MCI's language is not consistent with the Arbitrator's Report to the extent that it requires the transition rates, terms and conditions beyond the transition period.</p> |

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| MCI UNE 9 | <p>5.1.2 <u>Conversion to Resale Arrangement. MCI may elect to convert a Transition Element to a resale arrangement (either under this Agreement or otherwise). Where the Transition Elements are converted to a resale arrangement, from and after the date on which SBC MISSOURI processes MCI's order, SBC MISSOURI shall provide such resale arrangements under the rates, terms, and conditions applicable under this Agreement (or if applicable, the relevant SBC MISSOURI tariff subject to the Commission-approved wholesale discount), with the effective bill date being the first day following the date on which SBC MISSOURI processes MCI's order. Conversion to a resale arrangement shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Transition Elements, via letter and spreadsheet, which will be coordinated by the Parties on a project basis. Until the date on which SBC MISSOURI processes MCI's order with respect to a particular Transition Element and converts it to a resale arra</u></p> | <p>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 MCI 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 MCI 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>5.1.2 - MCI's language is not consistent with the Arbitrator's Report to the extent that it requires the transition rates, terms and conditions beyond the transition period. 5.2 - MCI's language below is most consistent with the Arbitrator's Report.</p> |
| MCI UNE 9 | <p>5.1.3 <u>Conversion to Alternative SBC MISSOURI Service Arrangement. MCI and SBC MISSOURI may mutually agree to convert a Transition Element to some other service arrangement (e.g., a separate agreement at market-based or other rates). Conversion to some other service arrangement shall be accomplished via a process to be mutually agreed-upon by the Parties. Until the date on which the conversion is completed per the terms agreed-upon by the Parties, SBC MISSOURI agrees to continue providing such Transition Element under the rates, terms, and conditions of this Agreement.</u></p> | <p>(a) MCI 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>5.1.3 - MCI's language is not consistent with the Arbitrator's Report to the extent that it requires the transition rates, terms and conditions beyond the transition period. (a) - SBC's language is not consistent with the Arbitrator's Report.</p> |

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| MCI UNE 9 | <p>5.1.4 <u>Conversion to Section 271 Element. MCI may elect to convert a Transition Element to the analogous Section 271 element or service, where applicable. Where the Transition Elements are converted to an analogous Section 271 element or service, from and after the date on which SBC MISSOURI processes MCI's order, and unless previously determined by a governmental body or by mutual agreement of the Parties, SBC MISSOURI shall provide such elements or services at the rates in effect under Section 251(d) of the Act on the date SBC MISSOURI's Section 271 application for the State was approved by the FCC (the effective bill date being the first day following the date on which SBC MISSOURI processes MCI's order). Conversion to an analogous Section 271 element or service shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Transition Elements, via letter and spreadsheet, which will be coordinated by the Parties on a project basis. Subject to the provisions of Section [7], SBC</u></p> | <p>(b) SBC MISSOURI and MCI 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.</p> | <p>5.1.4 MCI's language is not consistent with the Arbitrator's Report to the extent that it requires the transition rates, terms and conditions beyond the transition period. (b) - SBC's language is not consistent with the Arbitrator's Report.</p> |
| MCI UNE 9 | <p>5.1.5 <u>Disconnection of a Transition Element. MCI may elect to disconnect a Transition Element. Disconnection of a Transition Element shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Transition Elements, via letter and spreadsheet, which will be coordinated by the Parties on a project basis. Billing for such Transition Element shall cease as of the effective date of disconnect specified by MCI in its order (which date shall be no earlier than fifteen (15) days after the date of MCI's order. Until the date on which SBC MISSOURI processes MCI's disconnect order with respect to a particular Transition Element, SBC MISSOURI agrees to continue providing such Transition Element under the rates, terms, and conditions of the relevant transition period.</u></p> | <p>5.3 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 MCI has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a) above, and if MCI 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>5.1.5 - MCI's language is not consistent with the Arbitrator's Report. 5.3 - SBC's language is inconsistent with the Arbitrator's Report.</p> |

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| MCI UNE 9 | <p>5.1.6 <u>Transfer of Service to MCI</u> or a Third Party. MCI may elect to replace a Transition Element with a service provisioned on MCI's own facilities or the facilities or services of a third-party. With respect to such Transition Elements, SBC MISSOURI shall cooperate fully with MCI to accomplish a seamless transition that does not affect service quality, availability, or performance from the end user perspective. SBC MISSOURI and MCI shall use commercially reasonable efforts to expedite the preparation of the relevant facilities or the applicable third-party facilities or services to meet the transition schedules. Until the date on which SBC MISSOURI processes MCI's transfer order with respect to a particular Transition Element, SBC MISSOURI agrees to continue providing such Transition Element under the rates, terms, and conditions of the relevant transition period; provided that to the extent undue delays in the transfer process are attributable to MCI or the third-party, SBC</p> | <p>9.3 Declassification Procedure</p> | <p>5.1.6 - MCI's language is not consistent with the Arbitrator's Report.</p> |

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| MCI UNE 9 | <p>5.1.7 <u>Conversion to State Law- Required Element. MCI may elect to convert a Transition Element to an analogous element or service that is required under state law, where applicable. Where the Transition Elements are converted to an analogous state law-required element or service, SBC MISSOURI shall provide such elements or services at the then-current Commission-approved rates (the effective bill date being the first day following the date on which SBC MISSOURI processes MCI's order). Conversion to an analogous state law-required element or service shall be accomplished via the applicable LSR or ASR process, or with respect to a significant number of Transition Elements, via letter and spreadsheet, which will be coordinated by the Parties on a project basis. Subject to the provisions of Section [7], SBC MISSOURI will commingle the converted Transition Element(s) under this Section [5.1.7] with other MCI or MCI-purchased services or facilities (including, but not limited to, other Network Elements purchased by MCI fro</u></p> | <p>9.8.1 Intentionally Omitted</p> | <p>5.1.7 - MCI's language is not consistent with the Arbitrator's Report.</p> |

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| MCI UNE 9 | 5.2 <u>At the end of the applicable transition period, if MCI has not designated an Alternative Service Arrangement for a Transition Element, SBC MISSOURI may convert such Transition Elements to an analogous access service, if available, and provide such access services at the month-to-month rates, and in accordance with the terms and conditions, of SBC MISSOURI's applicable access tariff, with the effective bill date being the first day following the applicable transition period; provided that if no analogous access service is available, SBC MISSOURI may disconnect such Transition Elements.</u> | 9.8.2 Intentionally Omitted | MCI's language is consistent with the Arbitrator's Report. |
| MCI UNE 9 | 9.8 <u>Intentionally Omitted</u> | 9.8.3 Effect on Embedded Base. Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by MCI as Lawful UNEs under this Agreement, SBC MISSOURI Will provide written notice to MCI of such Declassification, and proceed in accordance with Section 5 "Transition Procedure." | SBC's language is not consistent with the Arbitrator's Report. |

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| MCI UNE 9 | | 9.8.3.1 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 Section 2.5 "Notice and Transition Procedure" where such Loops are Declassified. | SBC's language is not consistent with the Arbitrator's Report. |
| MCI UNE 9 | | 9.8.4 The Parties agree that activity by SBC MISSOURI under this Section shall not be subject to the Network Disclosure Rules. | |
| MCI UNE 9 | | 9.8.5 Intentionally Omitted | |
| MCI UNE 9 | | 9.8.6 Intentionally Omitted | |
| AT&T UNE 2d | | | |
| AT&T UNE 2e | | | The language submitted by SBC as Exhibit 1 to its brief shall be included in the ICA. |
| MCI UNE 27 | - | | This list of wire centers should not be included in the ICA. |

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| MCI UNE 28 | <p>9.4 <u>Wire Center Determination. No more frequently than once per calendar quarter, SBC MISSOURI may file with the Commission (and simultaneously notify MCI pursuant to the notice provisions of this Agreement) a proposed update to the list of Wire Centers set forth in Exhibit [1] of this Appendix. SBC MISSOURI shall include in that filing (and notice) clear identification of the Wire Centers by physical location, (i.e., by street address) and the company name of each fiber-based collocated carrier whose collocation arrangement is relied upon by SBC MISSOURI to determine that such Wire Centers meet such criteria. If SBC MISSOURI files such an update, MCI shall be entitled to issue reasonable discovery or information requests and SBC MISSOURI shall provide appropriate and timely responses subject to an appropriate protective order or protective process similar to those previously used in proceedings before the Commission. MCI may review and fully use the SBC MISSOURI responses to these discovery or information requests or</u></p> | <p>9.5 Intentionally Omitted.</p> | <p>MCI's language is not consistent with the Arbitrator's Report.</p> |

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| MCI UNE 28 | 12.4.3 <u>Wire Center Classification. No more frequently than once per calendar quarter, SBC MISSOURI may file with the Commission (and simultaneously notify MCI) pursuant to the notice provisions of this Agreement) a proposed update to the list of its Wire Centers set forth in Exhibit [1] of this Appendix. SBC MISSOURI shall include in those filings (and notices) clear identification of the Wire Centers by physical location, (i.e., by street address) and the company name of each fiber-based collocated carrier hose collocation arrangement is relied upon by SBC MISSOURI to determine that such Wire Centers meets the designated classification. If SBC MISSOURI files such an update, MCI shall be entitled to issue reasonable discovery or information requests and SBC MISSOURI shall provide appropriate and timely responses subject to an appropriate protective order or protective process similar to those previously used in proceedings before the Commission. MCI may review and fully use the SBC MISSOURI responses to these discovery or</u> | 12.4.3 Intentionally Omitted. | MCI's language is not consistent with the Arbitrator's Report. |

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| MCI UNE 28 | 15.5 <u>Wire Center Classification. No more frequently than once per calendar quarter, SBC may file with the Commission (and simultaneously notify MCI pursuant to the notice provisions of this Agreement) a proposed update to the list of its Wire Centers set forth in Exhibit [1] of this Appendix. SBC shall include in those filings (and notices) clear identification of the Wire Centers by physical location, (i.e., by street address) and the company name of each fiber-based collocated carrier whose collocation arrangement is relied upon by SBC to determine that such Wire Centers meets the designated classification. If SBC files such an update, MCI shall be entitled to issue reasonable discovery or information requests and SBC shall provide appropriate and timely responses subject to an appropriate protective order or protective process similar to those previously used in proceedings before the Commission. MCI may review and fully use the SBC responses to these discovery or information requests or choose to use other available information or data to offer ev</u> | 15.5 Intentionally Omitted. | MCI's language is not consistent with the Arbitrator's Report. |
| MCI UNE 38 | 15.6 <u>Wire Center tier structure. For purposes of this Section 15, SBC Wire Centers shall be classified into three tiers as defined in this Section 15.7. A list of the SBC Wire Centers in the State and their current classification within these tiers is attached (and hereby incorporated by reference) as Exhibit 1 to this Appendix.</u> | 15.6 Wire Center “Tiers” -- For purposes of this Section 15.5 (and Section 12 related to Dark Fiber), wire centers are classified into three “tiers,” as follows: | SBC's language is most consistent with the Arbitrator's Report. |

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| MCI UNE 38 | <p>15.6.1 <u>Tier 1 Wire Centers are those SBC Wire Centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those SBC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.</u></p> | <p>15.6.1 Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.</p> | <p>SBC's language is most consistent with the Arbitrator's Report.</p> |

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| MCI UNE 38 | 15.6.2 <u>Tier 2 Wire Centers are those SBC Wire Centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.</u> | 15.6.2 Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center. | SBC's language is most consistent with the Arbitrator's Report. |
| MCI UNE 38 | 15.6.3 <u>Tier 3 Wire Centers are those SBC Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.</u> | 15.6.3 Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers. | SBC's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 27 | 8.4 <u>Wire Center Classification</u> | 8.4 Declassification Procedure | SBC's language is most consistent with the Arbitrator's Report. |

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| Wiltel UNE 27 | 8.4.1 DS1. Once a wire center exceeds <u>both the 60,000 business lines and four fiber-based collocators threshold criteria as described in Section 8.3.4.2 above</u> , no future DS1 Digital Loop unbundling will be required in that wire center. <u>Upon receiving a request from CLEC for access to a DS1 Loop in which CLEC certifies that, based upon a reasonably diligent inquiry, CLEC is entitled to unbundled access to DS1 Loops in the particular wire center, SBC-13STATE shall immediately process the request. To the extent that SBC-13STATE seeks to challenge the classification of such wire center as it applies to DS1 Loops, the issue shall be resolved through the dispute resolution procedures in this Agreement. Accordingly, Once it is determined through such procedure that a particular wire center exceeds both threshold criteria above, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Digital Loops in such wire center(s).</u> | 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 not 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, 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. 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). | Wiltel's language is most consistent with the Arbitrator's Report. |

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| Wiltel UNE 27 | 8.4.2 Once a wire center exceeds <u>both the 38,000 business lines and four fiber-based collocator thresholds criteria</u> as described in <u>Section 8.3.5.2</u> above, no future DS3 Digital Loop unbundling will be required in that wire center. <u>Upon receiving a request from CLEC for access to a DS3 Loop in which CLEC certifies that, based upon a reasonably diligent inquiry, CLEC is entitled to unbundled access to DS3 Loops in the particular wire center, SBC-13STATE shall immediately process the request. To the extent that SBC-13STATE seeks to challenge the classification of such wire center as it applies to DS3 Loops, the issue shall be resolved through the dispute resolution procedures in this Agreement. Once it is determined through such procedure that a particular wire center exceeds both threshold criteria above, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Digital Loops in such wire center(s).</u> | 8.4.2 DS3. Subject to the cap described in <u>Section 8.3.5.4.1</u> , SBC-13STATE shall provide CLEC with access to a DS3 Lawful UNE Digital Loop, where available, to any building 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 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). | Wiltel's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 27 | 8.4.3 Effect on Embedded Base. Upon <u>reclassification of wire centers as they apply to the availability of unbundled DS1 Digital Loops or DS3 Digital Loops in accordance with this Section 8.4, Loops</u> already purchased by CLEC as Lawful UNes under this Agreement <u>shall be subject to re-pricing and</u> SBC-13STATE will provide written notice to CLEC, <u>and</u> proceed in accordance with Section 2.5 "Notice and Transition Procedure." | 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 , proceed in accordance with Section 2.5 "Notice and Transition Procedure." | SBC's language is most consistent with the Arbitrator's Report. |

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| Wiltel UNE 27 | 8.4.3.1 Products provided by SBC-13STATE 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 <u>no longer available in accordance with this Section 8.4.</u> | 8.4.3.1 Products provided by SBC-13STATE 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. | Wiltel's language is most consistent with the Arbitrator's Report. |

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| Wiltel UNE 32 | <p>13.3.1 Subject to the caps set forth in Sections 13.3.5 and 13.3.6, <u>SBC-13STATE shall provide CLEC with nondiscriminatory access to (i) Lawful UNE DS1 Dedicated Transport on an unbundled basis between any pair of SBC-13STATE wire centers except where both wire centers defining the route are Tier 1 wire centers, as defined in Section 13.5.1 below, and (ii) DS3 Dedicated Transport on an unbundled basis between any pair of SBC-13STATE wire centers except where both wire centers defining the route are Tier 1 and/or Tier 2 wire centers, as defined in Section 13.5.1 below (e.g., SBC-13STATE must unbundle DS3 Dedicated Transport if a wire center on either end of a requested route is a Tier 3 wire center).</u></p> | <p>13.3.1 Subject to the caps set forth in Sections 13.3.5 and 13.3.6, Lawful UNE DS1/DS3 Dedicated Transport will be provided only where such facilities exist at the time of CLEC request, and only over routes that are not or have not been Declassified.</p> | <p>Wiltel's language is most consistent with the Arbitrator's Report.</p> |

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| Wiltel UNE 32 | 13.3.4.1 Multiplexing – an option which converts a circuit from higher to lower bandwidth, or from digital to voice grade. | 13.3.4.1 Multiplexing – an option ordered in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as Lawful UNE DS1 or DS3 Dedicated Transport. | Wiltel's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 32 | 13.3.5 DS3 Transport “Caps” | 13.3.5 DS3 Transport “Caps” | |
| Wiltel UNE 32 | 13.3.5.1 <u>SBC 13-STATE</u> is not obligated to provide to CLEC more than twelve(12) DS3 Lawful UNE Dedicated Transport circuits on each route on which DS3 Dedicated Transport is <u>available on an unbundled basis</u> ; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at <u>SBC-13STATE</u> ’s option it may accept the order, but convert any requested DS3 Lawful UNE Dedicated Transport in excess of the cap to Special Access <u>upon thirty (30) days advance written notice</u> , and applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of <u>conversion</u> . | 13.3.5.1 <u>SBC 13-STATE</u> is not obligated to provide to CLEC more than twelve(12) DS3 Lawful UNE Dedicated Transport circuits on each route on which DS3 Dedicated Transport has not been otherwise Declassified ; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at <u>SBC-13STATE</u> ’s option it may accept the order, but convert any requested DS3 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning . | Wiltel's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 32 | 13.3.6 DS1 Transport “Caps” | 13.3.6 DS1 Transport “Caps” | |

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|-------------------------------|--|--|--|
| Wiltel UNE 32 | 13.3.6.1 SBC 13-STATE is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE Dedicated Transport circuits on each route on which DS1 Dedicated Transport <u>is available on an unbundled basis</u> ; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at <u>SBC-13STATE's</u> option it may accept the order, but convert any requested DS1 Lawful UNE Dedicated Transport in excess of the cap to Special Access <u>upon thirty (30) days advance written notice</u> , and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of <u>conversion</u> . | 13.3.6.1 SBC 13-STATE is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE Dedicated Transport circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified ; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at <u>SBC-13STATE's</u> option it may accept the order, but convert any requested DS1 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning . | Wiltel's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 32 | 13.5 <u>Wire Center Classification</u> Procedure | 13.5 Declassification Procedure | SBC's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|--|--|
| Wiltel UNE 32 | (i) Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center <u>as set forth herein</u> , that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center. | (i) Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center. | Wiltel's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 32 | 13.5.2 DS1 Transport <u>Route</u> Reclassification | 13.5.2 DS1 Transport Declassification | SBC's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|--|--|
| Wiltel UNE 32 | 13.5.2.1 <u>Once both wire centers defining a particular DS1 Dedicated Transport route(s) become Tier 1 Wire Centers, no future unbundling of DS1 Dedicated Transport along such route(s) will be required. Upon receiving a request from CLEC for access to DS1 Dedicated Transport in which CLEC certifies that, based upon a reasonably diligent inquiry, CLEC is entitled to unbundled access to DS1 Dedicated Transport over the particular route, SBC-13STATE shall immediately process the request. To the extent that SBC-13STATE seeks to challenge the classification of the particular route, the issue shall be resolved through the dispute resolution procedures in this Agreement. Once it is determined through such procedure that a particular route is no longer available for access on an unbundled basis to DS1 Dedicated Transport, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Dedicated Transport on such route(s).</u> | 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 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). | Wiltel's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 32 | 13.5.3 DS3 Transport <u>Reclassification</u> | 13.5.3 DS3 Transport Declassification | SBC's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|---|--|--|--|
| Wiltel UNE 32 | 13.5.3.1 <u>Once both wire centers defining a particular DS3 Dedicated Transport route(s) become Tier 1 and/or Tier 2 wire centers (e.g., neither wire center is a Tier 3 Wire Center), no future unbundling of DS3 Dedicated Transport along such route(s) will be required. Upon receiving a request from CLEC for access to DS3 Dedicated Transport in which CLEC certifies that, based upon a reasonably diligent inquiry, CLEC is entitled to unbundled access to DS3 Dedicated Transport over the particular route, SBC-13STATE shall immediately process the request. To the extent that SBC-13STATE seeks to challenge the classification of the particular route, the issue shall be resolved through the dispute resolution procedures in this Agreement. Once it is determined through such procedure that a particular route is no longer available for access on an unbundled basis to DS3 Dedicated Transport, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Dedicated Transport on such route(s).</u> | 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 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). | Wiltel's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 32 | 13.5.4 Effect on Embedded Base. Upon reclassification of route(s) <u>as they apply to the availability of unbundled DS1 Dedicated Transport or DS3 Dedicated Transport in accordance with this Section 13.5, Dedicated Transport already purchased by CLEC as Lawful UNEs under this Agreement shall be subject to re-pricing and SBC-13STATE will provide written notice to CLEC and proceed in accordance with Section 2.5 "Notice and Transition Procedure."</u> | 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." | SBC's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 32 | 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 <u>no longer available in accordance with this Section 13.5.</u> | 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 . | Wiltel's language is most consistent with the Arbitrator's Report. |
| Subpoint C: Implementation of Requirements Related to Combinations, Commingling, Conversions, and EELs | | | |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|--|--|
| AT&T UNE 5 | 2.4 AT&T may combine any Unbundled Network Element with any other element, <u>facility, service, or functionality without restriction.</u> <u>SBC MISSOURI shall permit AT&T to combine any unbundled network element or unbundled network elements provided by SBC MISSOURI (i) with one or more other network elements, (ii) with other services (including access services) obtained from SBC MISSOURI, or (iii) with compatible network components or services provided by AT&T or third parties to AT&T to provide telecommunications services.</u> | 2.4 AT&T may combine any Unbundled Network Element with any other Unbundled Network Element, except as delineated in this agreement. | AT&T's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|--|--|
| CC UNE 5 | 2.3 <u>As provided herein required by 47 C.F.R. 51.309(a), SBC MISSOURI will not impose limitations, restrictions or requirements on CLEC's request for, or its use of, network elements or Unbundled Network Elements for the service(s) CLEC seeks to offer.</u> | 2.3 Pursuant to 47 C.F.R. 51.309(a), SBC MISSOURI will not impose limitations, restrictions or requirements on CLEC's request for, or its use of, Unbundled Network Elements for the service(s) CLEC seeks to offer except those set out in this Attachment, including, without limitation, Section 2.1.1.2 and 2.20 | The CLEC Coalition's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 3 | 2.7.6 <u>Without limitations, restrictions, or requirements on requests for, that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends</u> (47 CFR § 51.309(a)); | 2.7.6 Except as provided in this Appendix, without limitations, restrictions, or requirements on requests for, or the use of, Lawful UNEs for the service CLEC seeks to offer (47 CFR § 51.309(a)); | Wiltel's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|---|--|
| AT&T UNE 7 | 2.4 AT&T may combine any Unbundled Network Element with any other <u>element, facility, service, or functionality without restriction</u> . <u>SBC MISSOURI shall permit AT&T to combine any unbundled network element or unbundled network elements provided by SBC MISSOURI (i) with one or more other network elements, (ii) with other services (including access services) obtained from SBC MISSOURI, or (iii) with compatible network components or services provided by AT&T or third parties to AT&T to provide telecommunications services.</u> | 2.4 AT&T may combine any Unbundled Network Element with any other Unbundled Network Element, except as delineated in this agreement. | AT&T's language is most consistent with the Arbitrator's Report. |
| AT&T UNE 7 | 2.7 SBC MISSOURI will provide AT&T nondiscriminatory access to the unbundled Network Elements provided for in this Attachment, including combinations of Unbundled Network Elements, subject to the terms and conditions of this Attachment. AT&T is not required to own or control any of its own local exchange facilities before it can purchase or use Unbundled Network Elements to provide a telecommunications service under this Agreement. SBC MISSOURI will allow AT&T to order each Unbundled Network Element individually or in combination with any other Unbundled Network Elements, pursuant to Attachment 27: OSS in order to permit AT&T to combine such Unbundled Network Elements with other Network Elements obtained from SBC MISSOURI or with network components provided by itself or by third parties to provide telecommunications services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with SBC MISSOURI's network. Any request by AT&T for SBC MI | 2.7 SBC MISSOURI will provide AT&T nondiscriminatory access to the unbundled Network Elements provided for in this Attachment, including combinations of Unbundled Network Elements, subject to the terms and conditions of this Attachment. AT&T is not required to own or control any of its own local exchange facilities before it can purchase or use Unbundled Network Elements to provide a telecommunications service under this Agreement. SBC MISSOURI will allow AT&T to order each Unbundled Network Element individually or in combination with any other Unbundled Network Elements, pursuant to Attachment 27: OSS in order to permit AT&T to combine such Unbundled Network Elements with other Network Elements obtained from SBC MISSOURI or with network components provided by itself or by third parties to provide telecommunications services to its end user customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with SBC | |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|---|---|
| AT&T UNE 7 | <p>3.1 The Network Interface Device (NID) is a device used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its customer. The NID Unbundled Network Element is defined as any means of interconnection of customer premises wiring to SBC MISSOURI's distribution loop facilities, such as cross connect device used for that purpose, and it includes all features, functions, and capabilities of the NID. The NID contains the appropriate and accessible connection points or posts to which the service provider and the customer each make its connections. Pursuant to applicable FCC rules, SBC MISSOURI offers nondiscriminatory access to the network interface device on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service.</p> | <p>3.1 The Network Interface Device (NID) is a device used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end user customer. The NID Unbundled Network Element is defined as any means of interconnection of end-user customer premises wiring to SBC MISSOURI's distribution loop facilities, such as cross connect device used for that purpose, and it includes all features, functions, and capabilities of the NID. The NID contains the appropriate and accessible connection points or posts to which the service provider and the end user customer each make its connections. Pursuant to applicable FCC rules, SBC MISSOURI offers nondiscriminatory access to the network interface device on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service.</p> | <p>AT&T's language is most consistent with the Arbitrator's Report.</p> |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|--|--|
| CC UNE 7 | 2.18.2 Except as <u>prohibited or restricted</u> , in Section 2.8 and, further, subject to the other provisions of this Agreement, SBC MISSOURI shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC MISSOURI to the extent required by FCC or MISSOURI Commission rules and orders. | 2.18.2 Except as provided in Section 2.8 and, further, subject to the other provisions of this Agreement, SBC MISSOURI shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC MISSOURI to the extent required by FCC or MISSOURI Commission rules and orders. | The CLEC Coalition's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|---|--|
| CC UNE 7 | 2.7 At CLEC's request, SBC MISSOURI shall provide Unbundled Network Elements to CLEC in a manner required by law that allows CLEC to combine those Unbundled Network Elements to provide a telecommunications service. Subject to the provisions hereof and at CLEC's request, SBC MISSOURI shall also provide CLEC with all pre-existing combinations of Unbundled Network Elements. Pre-existing combinations of Unbundled Network Elements consist of those sequences of Unbundled Network Elements that are actually connected in SBC MISSOURI's network, and include those combinations that are actually connected but for which dial tone is not currently being provided. <u>Subject to the provisions hereof, at CLEC's request, SBC MISSOURI shall also combine for CLEC any sequence of Unbundled Network Elements that SBC MISSOURI "ordinarily combines" for itself or its end users. SBC MISSOURI shall be required to combine Unbundled Network Elements if the requested Unbundled Network Element combination is a type ordinarily used or functionally equivalent to that used</u> | | The CLEC Coalition's language is consistent with the Arbitrator's Report. |
| CC UNE 7 | 2.8 CLEC may combine any Unbundled Network Element with any other <u>element</u> , [needs to be underlined] <u>service</u> , or <u>functionality without restriction</u> , except as delineated in this agreement. | 2.8 Subject to the provisions hereof and upon CLEC request, SBC MISSOURI shall meet its combining obligations involving Lawful UNEs as and to the extent required by FCC rules and orders, and <u>Verizon Comm. Inc. v. FCC</u>, 535 U.S. 467 (May 13, 2002) ("<u>Verizon Comm. Inc.</u>") and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law. CLEC may combine any Unbundled Network Element with any other element, except as delineated in this agreement. | The CLEC Coalition's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|--|---|
| CC UNE 7 | <p>Other than the limitations and restrictions set out in Section ____ of this Attachment, There shall be no prohibition against combining unbundled network elements with tariffed services. This paragraph does not limit CLEC's ability to purchase services under applicable SBC MISSOURI's resale tariff or under the resale appendix that is part of this Agreement while also utilizing the UNE provisions of this Agreement to the same end use customer. [don't know why we're opposing the preceding sentence] This paragraph does not limit CLEC's ability to permit IXCs to access ULS for the purpose of originating and/or terminating interLATA and intraLATA access traffic or limit CLEC's ability to originate and/or terminate interLATA or intraLATA calls using ULS consistent with Section ____ of this Attachment. Further, when customized routing is used by CLEC, pursuant to Section ____ of this Attachment, CLEC may direct local, local operator services, and local directory assistance traffic to dedicated transport whether such transport is purchased through the</p> | <p>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.</p> | <p>The CLEC Coalition's language is most consistent with the Arbitrator's Report.</p> |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|--|--|
| CC UNE 29 | 2.15 In the event that SBC MISSOURI denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with <u>any SBC tariffed service or any network</u> elements possessed by CLEC, SBC MISSOURI shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement <u>or by seeking resolution at the Texas Commission</u> . In any dispute resolution proceeding, <u>or Commission proceeding</u> , SBC MISSOURI shall have the burden, to prove that (1) such denial is <u>authorized by the FCC's Triennial Review Order or the FCC's TRO II, FCC rules, the Texas Commission's arbitration decisions, or applicable court decisions, or (2) that the combination is not technically feasible and would undermine the ability of other carriers to obtain access to unbundled network elements or to interconnect with SBC MISSOURI' network. Notwithstanding the above, SBC shall install the disputed combination according to the standard intervals and provide the requested combination du</u> | 2.15 In the event that SBC MISSOURI denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with <u>any SBC tariffed service or any network</u> elements possessed by CLEC, SBC MISSOURI shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement In any dispute resolution proceeding, SBC MISSOURI shall have the burden, to prove that such denial is meets one or more applicable standards for denial, including without limitation those under any applicable and orders, Verizon Comm. Inc. and the Agreement, including Section 2.12 of this Attachment. | The CLEC Coalition's language is most consistent with the Arbitrator's Report. |
| CC UNE 48 | <u>2.17 Combinations – CLEC Performs the Combining</u> | | The CLEC Coalition's language is not consistent with the Arbitrator's Report. |
| CC UNE 48 | <u>The following terms will govern in the event that CLEC elects to perform its own combining of certain UNEs. CLEC's election to perform its own combining of certain UNEs in no way effects SBC MISSOURI's obligation to continue to combined UNEs on behalf of CLEC.</u> | | The CLEC Coalition's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|---------------------|---|
| CC UNE 48 | <u>2.17.1 Within sixty (60) days of receipt of a request from CLEC, SBC MISSOURI will construct a secured frame room in the central office or, if space is not available, external cross connect cabinet until space becomes available in the central office at no additional cost to CLEC where CLEC may combine UNEs. CLEC can access the secured frame or the external cross-connect cabinet without having to collocate.</u> | | The CLEC Coalition's language is not consistent with the Arbitrator's Report. |
| CC UNE 48 | <u>2.17.1.2 When a CLEC orders elements for combining at the secured frame or cabinet, SBC MISSOURI will cross-connect those elements to the frame or cabinet at no additional charge to the CLEC, beyond the recurring and non-recurring charges provided for the elements themselves under this agreement (e.g., for a loop and port combination), SBC MISSOURI will cross-connect the loop and the port to the secured frame or cabinet, and the CLEC will pay applicable recurring and non-recurring charges for the loop and the port, but there is no charge for use of the frame or cabinet and no charge for a cross connect from loop to frame/cabinet or from port to frame/cabinet). SBC MISSOURI may not collect a Central Office Access Charge when CLEC combines elements at the frame or cabinet under this section.</u> | | The CLEC Coalition's language is not consistent with the Arbitrator's Report. |
| CC UNE 48 | <u>2.17.1.3 SBC MISSOURI and CLEC shall negotiate a mutually agreeable method of wiring for cross connects at the secured frame or cabinet. During such period of negotiation or until a mutually agreeable method of wiring is established, the CLEC may obtain from SBC MISSOURI the combining services for Network Elements at a non-recurring charge to be set by SBC MISSOURI at any amount not to exceed \$44.92 for simple business orders and \$98.31 for complex business orders. This charge shall apply in addition to any other applicable recurring and non-recurring charges.</u> | | The CLEC Coalition's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|---|---|
| CC UNE 48 | <u>2.17.1.4 A CLEC may order multiple elements on a single LSR for combining at the secured frame or external cabinet, in accordance with the terms and conditions for ordering and provisioning of UNEs as set out in Attachment 7. Ordering and Provisioning Unbundled Network Elements.</u> | | The CLEC Coalition's language is not consistent with the Arbitrator's Report. |
| CC UNE 48 | <u>2.17.1.5 SBC MISSOURI will develop performance measures related to the timeliness and accuracy of its provisioning of elements for combining at the secured frame or external cabinet, during the six-month review process as set out in Attachment 17.</u> | | The CLEC Coalition's language is not consistent with the Arbitrator's Report. |
| CC UNE 48 | | 18.0 Lawful Unbundled Network Element Combinations | SBC's language is not consistent with the Arbitrator's Report. |
| CC UNE 48 | | Notwithstanding anything in this Agreement to the contrary (including but not limited to this Attachment, Appendix Pricing-Lawful UNE, and Appendix Pricing-Lawful UNE Schedule of Prices): | SBC's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|----------------------|---|--|
| CC UNE 48 | | 18.1 SBC MISSOURI agrees to make Lawful Unbundled network elements (Lawful UNEs) Combinations available to CLEC for the term of this Agreement, on the terms and at the prices provided in this Agreement. All requests for UNE Combinations must be submitted by CLEC to SBC MISSOURI via BFR. | SBC's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|--|--|
| CC UNE 61 | 1.4 CLEC may order, and SBC MISSOURI will fill orders, for combinations of Unbundled Network Elements <u>and for Commingling, as provided for and consistent with the defined requirements</u> , as defined in Attachment 6. Combinations of <u>Section 251</u> Unbundled Network Elements may be requested by a CLEC from SBC MISSOURI on a single LSR for a specific customer, without the need to have CLEC send an LSR for each Element. <u>When no entrance facility is required, CLEC may request an EEL on an LSR without having to submit separate LSRs and ASRs, so long as the EEL components all have the same characteristics (i.e., the same speed, grade, etc.).</u> In accordance with the Change Management Process, SBC MISSOURI agrees to provide additional electronic methods for ordering EELs on an LSR without need for a separate ASR as those ordering requirements are developed by the industry standard Ordering and Billing Forum. | 1.4 CLEC may order, and SBC MISSOURI will fill orders, for specified combinations of Lawful Unbundled Network Elements, as, as defined in Attachment 6. Combinations of Lawful Unbundled Network Elements may be requested by a CLEC from SBC MISSOURI on a single LSR for a specific customer, without the need to have CLEC send an LSR for each Element. In accordance with the Change Management Process, SBC MISSOURI agrees to provide additional electronic methods for ordering Lawful EELs on an LSR without need for a separate ASR as those ordering requirements are developed by the industry standard Ordering and Billing Forum. | Except for the use of the word "lawful", SBC's language is most consistent with the Arbitrator's Report. |
| CC UNE 61 | 5.3 Where available, SBC MISSOURI will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by CLEC, all test and turn up results in support of Unbundled Network Elements or Lawful Combinations <u>and Commingled Arrangements</u> ordered by CLEC. | 5.3 Where available, SBC MISSOURI will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by CLEC, all test and turn up results in support of Lawful Unbundled Network Elements or Lawful Combinations ordered by CLEC. | Except for the use of the word "lawful", SBC's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|---|---|
| MCI UNE 5 | <p>2.2.9 <u>At MCI's request, SBC MISSOURI shall provide combinations of unbundled Network Elements in accordance with the requirements of this Section 21, other applicable requirements of this Agreement and Applicable Law, including 47 CFR Section 315. SBC MISSOURI may not require MCI to own or control any local exchange facilities as a condition of offering to MCI any Network Element or combination. SBC MISSOURI may not require MCI to combine Network Elements. SBC MISSOURI shall not separate Network Elements that are already combined on SBC MISSOURI's Network unless requested by MCI.</u></p> | <p>2.2.10 except upon request of MCI, SBC MISSOURI shall not separate MCI-requested Lawful UNE's that are currently combined. (47 CFR § 51.315(b)). SBC MISSOURI is not prohibited from or otherwise limited in separating any Lawful UNEs not requested by MCI or a Telecommunications Carrier, including without limitation in order to provide a Lawful UNE(s) or other SBC MISSOURI offering(s).</p> | <p>2.2.9 - MCI's language is consistent with the Arbitrator's Report. 2.2.10 - SBC's language is consistent with the Arbitrator's Report.</p> |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|---|--|
| Navigator UNE 4 | <p>2.7.1 If CLEC orders unbundled Network Elements in combination pursuant to this Attachment, and identifies to SBC MISSOURI the type of telecommunications service it intends to deliver to its end user customer through that combination (e.g., <u>POTS</u>, <u>ISDN</u>, <u>Coin</u>), SBC MISSOURI will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that SBC MISSOURI provides through its own network to its local exchange service customers receiving equivalent service, unless CLEC requests a lesser or greater quality of performance through the Bona Fide process (BFR). Unbundled Network element combinations provided to CLEC by SBC MISSOURI will meet all performance criteria and measurements that SBC MISSOURI achieves when providing equivalent end user service to its local exchange service customers (e.g., <u>POTS</u>, <u>ISDN</u>, <u>Coin</u>).</p> | <p>2.7.1 If CLEC orders Lawful unbundled Network Elements in combination pursuant to this Attachment, and identifies to SBC MISSOURI the type of telecommunications service it intends to deliver to its end user customer through that combination SBC MISSOURI will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that SBC MISSOURI provides through its own network to its local exchange service customers receiving equivalent service, unless CLEC requests a lesser or greater quality of performance through the Bona Fide process (BFR). Lawful Unbundled Network element combinations provided to CLEC by SBC MISSOURI will meet all performance criteria and measurements that SBC MISSOURI achieves when providing equivalent end user service to its local exchange service customers (e.g., <u>POTS</u>, <u>ISDN</u>, <u>Coin</u>).</p> | <p>Navigator's language is most consistent with the Arbitrator's Report.</p> |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|---|--|
| Wiltel UNE 6 | 2.15.3 In accordance with and subject to the provisions of this Section 2.15, including Section 2.15.3.2 and 2.15.5, the new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations attached and incorporated into this Appendix shall be made available to CLEC as specified in the specific Schedule for a particular State. <u>SBC-13STATE shall perform the functions necessary to combine UNEs as provided herein.</u> | 2.15.3 In accordance with and subject to the provisions of this Section 2.15, including Section 2.15.3.2 and 2.15.5, the new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations attached and incorporated into this Appendix shall be made available to CLEC as specified in the specific Schedule for a particular State. | Wiltel's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|--|--|
| Wiltel UNE 6 | 2.15.3.1 The Parties acknowledge that the United States Supreme Court in Verizon Comm. Inc. relied on the distinction between an incumbent local exchange carrier such as SBC-13STATE being required to perform the functions necessary to combine Lawful UNEs and to combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, as compared to an incumbent LEC being required to complete the actual combination. <u>shall</u> perform the actions necessary to complete the actual physical combination for those new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations to this Appendix, | 2.15.3.1 The Parties acknowledge that the United States Supreme Court in Verizon Comm. Inc. relied on the distinction between an incumbent local exchange carrier such as SBC-13STATE being required to perform the functions necessary to combine Lawful UNEs and to combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the time this Appendix was agreed-to by the Parties, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, SBC-13STATE is willing to perform the actions necessary to also complete the actual physical combination for those new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations to this Appendix, subject to the following: | Wiltel's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|----------------------|--|--|
| Wiltel UNE 6 | 2.15.3.1.1 None | 2.15.3.1.1 Section 2.15, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, SBC-13STATE from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to <i>Verizon Comm. Inc.</i> , the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by SBC-13STATE. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect SBC-13STATE from taking any position with respect to combinations including Lawful UNEs or any issue or subject addressed or related thereto. | Wiltel's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 6 | | 2.15.3.1.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's combining obligations, SBC-13STATE shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 2.15.3.1.2 shall apply in accordance with its terms, regardless of change in law, intervening law or other similarly purposed provision of the Agreement and, concomitantly, the first sentence of this Section 2.15.3.1.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence. | SBC's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|----------------------|---|--|
| Wiltel UNE 6 | | 2.15.3.1.3 Without affecting the application of Section 2.15.3.1.2 (which shall apply in accordance with its provisions), upon notice by SBC-13STATE, the Parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, and to eliminate any SBC-13STATE obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time. | SBC's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|--|--|
| Wiltel UNE 14 | 2.17.8 SBC-13STATE shall not deny access to a Lawful UNE or a combination of Lawful UNEs on the grounds that one or more of the Lawful UNEs is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from SBC-13STATE, <u>or that one or more of the elements shares part of SBC-13STATE's network with access services or inputs for non-qualifying services</u> | 2.17.8 Subject to this 2.17 , SBC-13STATE shall not deny access to a Lawful UNE or a combination of Lawful UNEs on the grounds that one or more of the Lawful UNEs is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from SBC-13STATE. | Wiltel's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 17 | 2.18.2.2.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic. | 2.18.2.2.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic. | Language is identical. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|---|--|
| Wiltel UNE 17 | By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. | By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, SBC-13STATE shall not be required to provide, and shall not provide, any UNE combination of a UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a conversion of an existing service/circuit) that does not terminate to a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Lawful UNE. Section 2.18.2 shall apply in any | Wiltel's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|---|--|
| AT&T UNE 10 | | 2.11.1.2 Neither Commingling nor a Commingled Arrangement 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). | SBC's language is not consistent with the Arbitrator's Report. |
| AT&T UNE 10 | 2.11.1.3 Commingling is not permitted nor is SBC MISSOURI required to perform the functions necessary to Commingle, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC MISSOURI's network. | 2.11.1.3 Commingling is not permitted nor is SBC MISSOURI required to perform the functions necessary to Commingle, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair SBC MISSOURI's ability to retain responsibility for the management, control, and performance of its network; or (iii) would place SBC MISSOURI at a disadvantage in operating its own network; or (iv) would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC MISSOURI's network. Commingling also needs to meet the standards set forth in Section xxx.51.315(c). | AT&T's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|--|---|
| AT&T UNE 10 | 2.11.1.4 <u>For commingling orders pursuant to the FCC Triennial Review Order but which SBC MISSOURI has either a) not developed a process or b) developed a process that falls out for manual handling, SBC MISSOURI will charge AT&T the Electronic Service Order (Flow Thru) Record Simple charge for processing AT&T's order.</u> | 2.11.1.4 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 MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. | SBC's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|----------------------|--|--|
| AT&T UNE 10 | | 2.11.1.5 Any commingling obligation is limited solely to commingling of one or more facilities or services that AT&T has obtained at wholesale from SBC MISSOURI 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 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|---|--|
| AT&T UNE 10 | 2.11.2 Except as provided in <u>47 CFR 51.318</u> and, further, subject to the other provisions of this Agreement, SBC MISSOURI shall permit AT&T to Commingle a UNE or a combination of UNEs, with facilities or services obtained at wholesale from SBC MISSOURI to the extent required by FCC or <u>Public Service Commission of MISSOURI</u> rules and orders and judicial orders. | 2.11.2 Except as provided in 51.318 Section 2 and, further, subject to the other provisions of this Agreement, SBC MISSOURI shall permit AT&T to Commingle a UNE or a combination of UNEs, with facilities or services obtained at wholesale from SBC MISSOURI to the extent required by FCC rules and orders and judicial orders. | AT&T's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|------------------------|---------------|---|--|
| AT&T UNE 10 | | 2.11.9 Commingling in its entirety (including its definition, the ability of AT&T 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 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|---|--|
| MCI UNE 20 | <p>7.7 <u>SBC MISSOURI agrees that MCIm may Commingle any elements that it is required to provide pursuant to Section 271 of the Act ("271 Elements") or Applicable Law, including but not limited to: (i) Local Loop transmission from the central office to the End Users' premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). SBC MISSOURI shall provide MCIm with access to these 271 Elements on a non-discriminatory basis in accordance with the terms and conditions of this Agreement for the corresponding unbundled Network Element and at just, reasonable and non-discriminatory prices.</u></p> | <p>7.7 Commingle in its entirety (including its definition, the ability of MCIm 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 Lawful UNEs under 47 U.S.C. § 251(c)(3).</p> | <p>MCI's language is most consistent with the Arbitrator's Report.</p> |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|---|--|
| AT&T UNE 11 | <p>2.11.1.4 For <u>commingling orders pursuant to the FCC Triennial Review Order but which SBC MISSOURI has either a) not developed a process or b) developed a process that falls out for manual handling, SBC MISSOURI will charge AT&T the Electronic Service Order (Flow Thru) Record Simple charge for processing AT&T's order.</u></p> | <p>2.11.1.4 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 MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions. 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 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|---|---|
| CC UNE 11 | 2.18.1.3 Where processes, including ordering and provisioning processes, for any Commingling or Commingled Arrangement available under 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-MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions <u>applicable under Commission-approved tariffs or this interconnection agreement</u> . SBC-MISSOURI shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, SBC-MISSOURI shall <u>promptly</u> determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable provided, however, that compliance with such guidelines shall not delay SBC-MISSOURI's implementation of Commingling beyond the <u>date on which this Agreement is approved</u> . | 2.18.1.3 Where processes, including ordering and provisioning processes, for any Commingling or Commingled Arrangement available under 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-MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions. SBC-MISSOURI shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, SBC-MISSOURI shall within an agreed upon timeframe determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable provided, however, that compliance with such guidelines shall not delay SBC-MISSOURI's implementation of Commingling beyond the agreed upon timeframe | SBC's language is most consistent with the Arbitrator's Report. |
| CC UNE 11 | | | |
| CC UNE 11 | | | |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|------------------------|---------------|---|--|
| CC UNE 11 | | 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 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|--|--|
| Navigator UNE 6 | 2.11.1.3 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 MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. <u>For commingling orders pursuant to the FCC Triennial Review Order but which SBC MISSOURI has either (a) not developed a process, or (b) developed a process that falls out for manual handling, SBC MISSOURI will charge CLEC the Electronic Service Order (Flow Thru) Record Simple charge for processing CLEC's order.</u> | 2.11.1.3 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 MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. | SBC's language is most consistent with the Arbitrator's Report. |
| AT&T UNE 12 | 2.11.3 Upon request, and except as provided in <u>47 CFR 51.318</u> SBC MISSOURI shall perform the functions necessary to Commingle a UNE or a combination of UNEs with one or more facilities or services that AT&T has obtained at wholesale from SBC MISSOURI (as well as requests where AT&T also wants SBC MISSOURI to complete the actual Commingling). | 2.11.3 Upon request, and except as provided in Section 2 , SBC MISSOURI shall perform the functions necessary to Commingle a UNE or a combination of UNEs with one or more facilities or services that AT&T has obtained at wholesale from SBC MISSOURI (as well as requests where AT&T also wants SBC MISSOURI to complete the actual Commingling), except that SBC MISSOURI shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) Section 2.11.3 applies to the Commingled Arrangement sought by AT&T; (ii) AT&T is able to perform those functions itself. Where AT&T is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, SBC MISSOURI's obligation to commingle ceases if SBC MISSOURI informs AT&T of such need to Commingle. | AT&T's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|----------------------|---|--|
| AT&T UNE 12 | | 2.11.3.1 For purposes of Section 2.11.3 and without limiting other instances in which AT&T may be able to Commingle for itself, AT&T is deemed able to Commingle for itself when the UNE(s), UNE combination, and facilities or services obtained at wholesale from SBC MISSOURI are available to AT&T, including without limitation: | SBC's language is not consistent with the Arbitrator's Report. |
| AT&T UNE 12 | | 2.11.3.1.1 at an SBC MISSOURI premises where AT&T is physically collocated or has an on-site adjacent collocation arrangement; | SBC's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|----------------------|--|--|
| AT&T UNE 12 | | 2.11.3.2 Section 2.11.3(i) shall only begin to apply thirty (30) days after notice by SBC MISSOURI to AT&T. Thereafter, SBC MISSOURI may invoke Section 2.11.3(i) with respect to any request for Commingling. | SBC's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|---|--|
| CC UNE 12 | 2.18.3 Upon request, and except as provided in Section 2.____, and subject to 2.____, SBC MISSOURI shall perform the functions necessary to Commingle a UNE or a combination of UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC MISSOURI (as well as requests where CLEC also wants SBC MISSOURI to complete the actual Commingling), except that SBC MISSOURI shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (ii) it is not technically feasible, including that network reliability and security would be impaired; or (iii) SBC MISSOURI's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (v) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC MISSOURI's network;. CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services, and SBC-MISSOURI shall not deny access to UNEs and combinations of UNEs on the grounds t | 2.18.3 Upon request, and except as provided in Section 2.____, and subject to 2.____, SBC MISSOURI shall perform the functions necessary to Commingle a UNE or a combination of UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC MISSOURI (as well as requests where CLEC also wants SBC MISSOURI to complete the actual Commingling), except that SBC MISSOURI shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) the CLEC is able to perform those functions itself; or (ii) it is not technically feasible, including that network reliability and security would be impaired; or (iii) SBC MISSOURI's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iv) SBC MISSOURI would be placed at a disadvantage in operating its own network; or (v) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC MISSOURI's network; or (vi) CLEC is a | The CLEC Coalition's language is most consistent with the Arbitrator's Report. |
| CC UNE 12 | | | |
| CC UNE 12 | | | |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|----------------------|---|--|
| CC UNE 12 | | 2.18.3.1 For purposes of Section 2.18.3 and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the UNE(s), UNE combination, and facilities or services obtained at wholesale from SBC MISSOURI are available to CLEC, including without limitation: | SBC's language is not consistent with the Arbitrator's Report. |
| CC UNE 12 | | 2.18.3.1.1 at an SBC MISSOURI premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement; | SBC's language is not consistent with the Arbitrator's Report. |
| CC UNE 12 | | 2.18.3.2 Section 2.18.3(1) shall only begin to apply thirty (30) days after notice by SBC MISSOURI to CLEC. Thereafter, SBC MISSOURI may invoke Section 2.18.3(1) with respect to any request for Commingling. | SBC's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|--|---|
| MCI UNE 16 | 7.3 Commingling Requirements | 7.3 Commingling Requirements | |
| MCI UNE 16 | 7.3.1 Upon MCI's request, SBC MISSOURI shall perform the functions necessary to Commingle an unbundled Network Element or a Combination of unbundled Network Elements with one or more facilities or services that MCI has obtained at wholesale from SBC MISSOURI. | 7.3.1 Upon MCI's request, SBC MISSOURI shall perform the functions necessary to Commingle an unbundled Network Element or a Combination of unbundled Network Elements with one or more facilities or services that MCI has obtained at wholesale from SBC MISSOURI, except that Commingling is not permitted, nor is SBC MISSOURI required to perform the functions necessary to Commingle, where the one or more of the following apply to the Commingled Arrangement: (i) MCI is able to perform those functions itself; or (ii) it is not technically feasible, including that network reliability and security would be impaired; or (iii) SBC MISSOURI's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iv) SBC MISSOURI would be placed at a disadvantage in operating its own network; or (v) it would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC MISSOURI's network; or (vi) CLEC is a new entrant and is unaware that it needs to Comming | MCI's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---------------------------------------|--|---|
| MCI UNE 16 | 7.3.1.1 <u>Intentionally Omitted</u> | 7.3.1.1 For purposes of Section 7.3 and without limiting other instances in which MCI _m may be able to Commingle for itself, MCI _m is deemed able to Commingle for itself when the Lawful UNE(s), Lawful UNE combination, and facilities or services obtained at wholesale from SBC MISSOURI are available to MCI _m , including without limitation: | SBC's language is not consistent with the Arbitrator's Report. |
| MCI UNE 16 | | 7.3.1.1.1 at an SBC MISSOURI premises where MCI _m is physically collocated or has an on-site adjacent collocation arrangement. | SBC's language is not consistent with the Arbitrator's Report. |
| MCI UNE 16 | 7.3.1.1.2 | 7.3.1.1.2 and also, for SBC MISSOURI only, within an adjacent location arrangement, if and as permitted by this Agreement. | SBC's language is not consistent with the Arbitrator's Report. |
| MCI UNE 16 | 7.3.1.2 <u>Intentionally Omitted.</u> | 7.3.1.2 Section 7.3.1 (i) shall only begin to apply thirty (30) days after notice by SBC MISSOURI to MCI _m . Thereafter, SBC MISSOURI may invoke Section 7.3.1 (i) with respect to any request for Commingling. | MCI's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|--|--|
| Sprint UNE 5 | 2.15.1 Subject to the provisions hereof and upon CLEC request, SBC-13STATE shall meet its combining obligations involving Lawful UNEs as and to the extent required by FCC rules and orders, <u>including but not limited to 47 C.F.R. § 51.315 and <i>Verizon Comm. Inc. v. FCC</i>, 535 U.S. 467(May 13, 2002) (“<i>Verizon Comm. Inc.</i>”) and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law</u> | 2.15.1 Subject to the provisions hereof and upon CLEC request, SBC-13STATE shall meet its combining obligations involving Lawful UNEs as and to the extent required by FCC rules and orders and 535 U.S. 467(May 13, 2002) (“ <i>Verizon Comm. Inc.</i> ”) and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law. | Sprint's language is most consistent with the Arbitrator's Report. |
| Sprint UNE 5 | 2.15.3.1 SBC-13STATE is willing to perform the actions necessary to complete the actual physical combination for those new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations to this Appendix, subject to the following: | 2.15.3.1 The Parties acknowledge that the United States Supreme Court in <i>Verizon Comm. Inc.</i> relied on the distinction between an incumbent local exchange carrier such as SBC-13STATE being required to perform the functions necessary to combine Lawful UNEs and to combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the time this Appendix was agreed-to by the Parties, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, SBC-13STATE is willing to perform the actions necessary to complete the actual physical combination for those new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations to this Appendix, subject to the following: | Sprint's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|--|--|
| Sprint UNE 5 | 2.15.3.1.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's combining obligations <u>the Parties agree to negotiate an amendment to this Agreement to effectuate such change in law pursuant to Section 21 of the General Terms and Conditions of this Agreement.</u> | 2.15.3.1.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's combining obligations, the Parties agree to incorporate the change into the terms and conditions of this Agreement consistent with the process defined immediately below. SBC-13STATE shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 2.15.3.1.2 shall apply in accordance with its terms, regardless of change in law, intervening law or other similarly purposed provision of the Agreement and, concomitantly, the first sentence of this Section 2.15.3.1.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence. | Sprint's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|----------------------|---|--|
| Sprint UNE 5 | | 2.15.3.1.3 Without affecting the application of Section 2.15.3.1.2 (which shall apply in accordance with its provisions), upon notice by SBC-13STATE, the Parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, and to eliminate any SBC-13STATE obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice | SBC's language is not consistent with the Arbitrator's Report. |
| Sprint UNE 5 | | 2.15.5.3 SBC-13STATE would not be placed at a disadvantage in operating its own network; | SBC's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|----------------------|---|--|
| Sprint UNE 5 | | 2.15.5.5 CLEC is | SBC's language is not consistent with the Arbitrator's Report. |
| Sprint UNE 5 | | 2.15.5.5.1 unable to make the combination itself; or | SBC's language is not consistent with the Arbitrator's Report. |
| Sprint UNE 5 | | 2.15.5.5.2 a new entrant and is unaware that it needs to combine certain Lawful UNEs to provide a Telecommunications Service, but such obligation under this Section 2.15.5.5 ceases if SBC-13STATE informs CLEC of such need to combine. | SBC's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|----------------------|---|--|
| Sprint UNE 5 | | 2.15.6 For purposes of Section 2.15.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the Lawful UNE(s) sought to be combined are available to CLEC, including without limitation: | SBC's language is not consistent with the Arbitrator's Report. |
| Sprint UNE 5 | | 2.15.6.1at an SBC-13STATE premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement or has established one of the UNE connection Methods described in Section 3; | SBC's language is not consistent with the Arbitrator's Report. |
| Sprint UNE 5 | | 2.15.6.2 for SBC CALIFORNIA only, within an adjacent location arrangement, if and as permitted by this Agreement. | SBC's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|---|--|
| Sprint UNE 5 | | 2.15.7 Section 2.15.5.5 shall only begin to apply thirty (30) days after notice by SBC-13STATE to CLEC. Thereafter, SBC-13STATE may invoke Section 2.15.5.5 with respect to any request for a combination involving Lawful UNEs. | SBC's language is not consistent with the Arbitrator's Report. |
| Sprint UNE 6 | 2.17.3 Upon request, and subject to this Section 2, SBC-13STATE shall perform the functions necessary to Commingle a Lawful UNE or a combination of Lawful UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC-13STATE (as well as requests where CLEC also wants SBC-13STATE to complete the actual Commingling), except that SBC-13STATE shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if <u>(i)</u> it is not technically feasible, including that network reliability and security would be impaired; or <u>(ii)</u> SBC-13STATE's ability to retain responsibility for the management, control, and performance of its network would be impaired; or <u>(iii)</u> it would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC-13STATE's network. | 2.17.3 Upon request, and subject to this Section 2, SBC-13STATE shall perform the functions necessary to Commingle a Lawful UNE or a combination of Lawful UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC-13STATE (as well as requests where CLEC also wants SBC-13STATE to complete the actual Commingling), except that SBC-13STATE shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) the CLEC is able to perform those functions itself; or (ii) it is not technically feasible, including that network reliability and security would be impaired; or (iii) SBC-13STATE's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iv) SBC-13STATE would be placed at a disadvantage in operating its own network; or (v) it would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC-13STATE's network. Where CLEC is a new entrant and is unaware that it needs to Cor | Sprint's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|--|--|
| Sprint UNE 6 | 2.17.4 SBC-13STATE is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC Online." Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time. <u>SBC 13STATE will, at a minimum, provide the following Commingled Arrangements:</u> | 2.17.3.1 For purposes of Section 2.18.3 and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the Lawful UNE(s), Lawful UNE combination, and facilities or services obtained at wholesale from SBC-13STATE are available to CLEC, including without limitation: | 2.17.4 - Sprint's language (including bullets) is not consistent with the Arbitrator's Report. 2.17.31 - SBC's language is not consistent with the Arbitrator's Report. |
| Sprint UNE 6 | • <u>UNE DS0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux</u> | 2.17.3.1.1at an SBC-13STATE premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement; | SBC's language is not consistent with the Arbitrator's Report. |
| Sprint UNE 6 | • <u>UNE DS0 Loop connected to a channelized DS3 Special Access Interoffice Facility</u> | 2.17.3.1.2for SBC CALIFORNIA only, within an adjacent location arrangement, if and as permitted by this Agreement. | SBC's language is not consistent with the Arbitrator's Report. |
| Sprint UNE 6 | • <u>UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility</u> | 2.17.3.2 Section 2.17.3(i) shall only begin to apply thirty (30) days after notice by SBC-13STATE to CLEC. Thereafter, SBC-13STATE may invoke Section 2.17.3(i) with respect to any request for Commingling. | SBC's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|---|---|
| Sprint UNE 6 | <ul style="list-style-type: none"> • <u>UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux</u> | | |
| Sprint UNE 6 | <ul style="list-style-type: none"> • <u>UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility</u> | 2.17.4.2 Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. | 2.17.4.2 SBC's language is consistent with the Arbitrator's Report. |
| Sprint UNE 6 | <ul style="list-style-type: none"> • <u>UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)</u> | | |
| Sprint UNE 6 | <ul style="list-style-type: none"> • <u>UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 channel termination</u> | | |
| Sprint UNE 6 | <ul style="list-style-type: none"> • <u>UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 channel termination</u> | | |
| Sprint UNE 6 | <ul style="list-style-type: none"> • <u>UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity channel termination (i.e., SONET Service)</u> | | |
| Sprint UNE 6 | <ul style="list-style-type: none"> • <u>Special Access DS0 channel termination connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux</u> | | |
| Sprint UNE 6 | <ul style="list-style-type: none"> • <u>Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport</u> | | |
| Sprint UNE 6 | <ul style="list-style-type: none"> • <u>Special Access DS1 channel termination connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux</u> | | |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|---|--|
| Sprint UNE 6 | 2.17.4.1 Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the Lawful UNE(s), combination of Lawful UNEs, and the facilities or services that CLEC has obtained at wholesale from SBC-13STATE sought to be Commingled and the needed location(s), the order in which such Lawful UNEs, such combinations of Lawful UNEs, and such facilities and services are to be Commingled, and how each connection (<i>e.g.</i> , cross-connected) is to be made between them. | 2.17.4.1 SBC-13STATE is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on “CLEC Online.” Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time. In any such BFR, CLEC must designate among other things the Lawful UNE(s), combination of Lawful UNEs, and the facilities or services that CLEC has obtained at wholesale from SBC-13STATE sought to be Commingled and the needed location(s), the order in which such Lawful UNEs, such combinations of Lawful UNEs, and such facilities and services are to be Commingled, and how each connection (<i>e.g.</i> cross-connected) is to be made between them | Sprint's language is most consistent with the Arbitrator's Report. |
| Sprint UNE 6 | 2.17.9 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, SBC-13STATE's obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass SBC-13STATE offerings pursuant to 47 U.S.C. § 271 that are not Lawful UNEs under 47 U.S.C. § 251(c)(3)). | 2.17.9 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, SBC-13STATE's obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass SBC-13STATE offerings pursuant to 47 U.S.C. § 271 that are not Lawful UNEs under 47 U.S.C. § 251(c)(3). | Sprint's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|---|--|
| Wiltel UNE 7 | 2.15.5 Without affecting the other provisions hereof, the Lawful UNE combining obligations referenced in this Section 2.16 apply only in situations where each of the following is met: | 2.15.5 Without affecting the other provisions hereof, the Lawful UNE combining obligations referenced in this Section 2.16 apply only in situations where each of the following is met: | No dispute. |
| Wiltel UNE 7 | 2.15.5.3 None | 2.15.5.3 SBC-13STATE would not be placed at a disadvantage in operating its own network; | SBC's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|----------------------|--|--|
| Wiltel UNE 7 | 2.15.5.5 None | 2.15.5.5 CLEC is | SBC's language is not |
| Wiltel UNE 7 | 2.15.5.5.1 None | 2.15.5.5.1 unable to make the combination itself; or | SBC's language is not consistent with the Arbitrator's Report. |
| Wiltel UNE 7 | 2.15.5.5.2 | 2.15.5.5.2 a new entrant and is unaware that it needs to combine certain Lawful UNEs to provide a Telecommunications Service, but such obligation under this Section 2.15.5.5 ceases if SBC-13STATE informs CLEC of such need to combine. | SBC's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|----------------------|---|--|
| Wiltel UNE 7 | 2.15.6 None | 2.15.6 For purposes of Section 2.15.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the Lawful UNE(s) sought to be combined are available to CLEC, including without limitation: | Wiltel's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 7 | 2.15.6.1 None | 2.15.6.1 at an SBC-13STATE premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement, or has established one of the UNE connection Methods described in Section 3; | Wiltel's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 7 | 2.15.6.2 None | 2.15.6.2 For SBC CALIFORNIA only, within an adjacent location arrangement, if and as permitted by this Agreement. | Wiltel's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|---|--|
| Wiltel UNE 7 | 2.15.7 None | 2.15.7 Section 2.15.5.5 shall only begin to apply thirty (30) days after notice by SBC-13STATE to CLEC. Thereafter, SBC-13STATE may invoke Section 2.15.5.5 with respect to any request for a combination involving Lawful UNEs. | Wiltel's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 11 | 2.17.3 Upon request, and subject to this Section 2, SBC-13STATE shall perform the functions necessary to Commingle a Lawful UNE or a combination of Lawful UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC-13STATE (as well as requests where CLEC also wants SBC-13STATE to complete the actual Commingling), except that SBC-13STATE shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including that network reliability and security would be impaired; or (iii) SBC-13STATE's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iv) it would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC-13STATE's network. | 2.17.3 Upon request, and subject to this Section 2, SBC-13STATE shall perform the functions necessary to Commingle a Lawful UNE or a combination of Lawful UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC-13STATE (as well as requests where CLEC also wants SBC-13STATE to complete the actual Commingling), except that SBC-13STATE shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) the CLEC is able to perform those functions itself; or (ii) it is not technically feasible, including that network reliability and security would be impaired; or (iii) SBC-13STATE's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iv) SBC-13STATE would be placed at a disadvantage in operating its own network; or (v) it would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC-13STATE's network. Where CLEC is a new entrant and is unaware that it needs to Com | Wiltel's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|---|--|
| Wiltel UNE 11 | 2.17.3.1 None | 2.17.3.1 For purposes of Section 2.17.3 and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the Lawful UNE(s), Lawful UNE combination, and facilities or services obtained at wholesale from SBC-13STATE are available to CLEC, including without limitation: | Wiltel's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 11 | 2.17.3.1.1 None | 2.17.3.1.1 at an SBC-13STATE premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement; | Wiltel's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 11 | 2.17.3.1.2 None | 2.17.3.1.2 For SBC CALIFORNIA only, within an adjacent location arrangement, if and as permitted by this Agreement. | Wiltel's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 11 | 2.17.3.2 None | 2.17.3.2 Section 2.17.3(i) shall only begin to apply thirty (30) days after notice by SBC-13STATE to CLEC. Thereafter, SBC-13STATE may invoke Section 2.17.3(i) with respect to any request for Commingling. | Wiltel's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 11 | 2.17.4 In accordance with and subject to the provisions of this Section 2.17, any request by CLEC for SBC-13STATE to perform the functions necessary to Commingle (as well as requests where CLEC also wants SBC-13STATE to complete the actual Commingling), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement. | 2.17.4 In accordance with and subject to the provisions of this Section 2.17, any request by CLEC for SBC-13STATE to perform the functions necessary to Commingle (as well as requests where CLEC also wants SBC-13STATE to complete the actual Commingling), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement. | No dispute. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|----------------------|---|--|
| Wiltel UNE 11 | 2.17.4.1 None | 2.17.4.1 SBC-13STATE is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC Online." Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time. | SBC's language is consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|--|--|
| Wiltel UNE 11 | 2.17.4.2 In any such BFR, CLEC must designate among other things the Lawful UNE(s), combination of Lawful UNEs, and the facilities or services that CLEC has obtained at wholesale from SBC-13STATE sought to be Commingled and the needed location(s), the order in which such Lawful UNEs, such combinations of Lawful UNEs, and such facilities and services are to be Commingled, and how each connection (<i>e.g.</i> , cross-connected) is to be made between them. | 2.17.4.2 Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the Lawful UNE(s), combination of Lawful UNEs, and the facilities or services that CLEC has obtained at wholesale from SBC-13STATE sought to be Commingled and the needed location(s), the order in which such Lawful UNEs, such combinations of Lawful UNEs, and such facilities and services are to be Commingled, and how each connection (<i>e.g.</i> , cross-connected) is to be made between them. | SBC's language is consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|----------------------|--|--|
| Wiltel UNE 11 | 2.17.9 None | 2.17.9 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, SBC-13STATE's obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass SBC-13STATE offerings pursuant to 47 U.S.C. § 271 that are not Lawful UNEs under 47 U.S.C. § 251(c)(3). | Wiltel's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|--|----------------------------|
| AT&T UNE 13 | 2.11.4 In accordance with and subject to the provisions of this Section 2.11, any request by AT&T for SBC MISSOURI to perform the functions necessary to Commingle (as well as requests where AT&T also wants SBC MISSOURI to complete the actual Commingling), shall be made by AT&T in accordance with the bona fide request (BFR) process set forth in this Attachment. | 2.11.4 In accordance with and subject to the provisions of this Section 2.11, any request by AT&T for SBC MISSOURI to perform the functions necessary to Commingle (as well as requests where AT&T also wants SBC MISSOURI to complete the actual Commingling), shall be made by AT&T in accordance with the bona fide request (BFR) process set forth in this Attachment. | No dispute. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|---|---|
| AT&T UNE 13 | 2.11.4.1 SBC MISSOURI is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC On-line." Once that list is included in the CLEC Handbook or posted, whichever is earlier, AT&T will be able to submit orders for any Commingled Arrangement on that list <u>without the necessity of submitting a BFR. The list will include, at a minimum, the following order types:</u> | 2.11.4.1 SBC MISSOURI is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC On-line." Once that list is included in the CLEC Handbook or posted, whichever is earlier, AT&T will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time. | SBC's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|---------------------|----------------------------|
| AT&T UNE 13 | UNE <u>DS1 loop connected to a muxed DS3 special access facility</u> ; | | |
| AT&T UNE 13 | UNE <u>DS1 transport connected to a muxed DS3 special access facility</u> ; and | | |
| AT&T UNE 13 | UNE <u>DS3 transport connected to a non-concatenated channelized (special access higher facility);and</u> | | |
| AT&T UNE 13 | UNE <u>DS1 loop connected to a dedicated DS1 transport special access facility</u> | | |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|--|----------------------------|
| AT&T UNE 13 | 2.11.4.2 Any AT&T request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, AT&T must designate among other things the UNE(s), combination of UNEs, and the facilities or services that AT&T has obtained at wholesale from SBC MISSOURI sought to be Commingled and the needed location(s), the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them. | 2.11.4.2 Any AT&T request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, AT&T must designate among other things the UNE(s), combination of UNEs, and the facilities or services that AT&T has obtained at wholesale from SBC MISSOURI sought to be Commingled and the needed location(s), the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them. | Language is identical. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|--|---|
| AT&T UNE 13 | 2.11.4.3 <u>For any commingled arrangement, SBC MISSOURI shall charge AT&T the rates and charges applicable to the Section 251 UNE(s) or those applicable to the facilities or services that AT&T has obtained at wholesale from SBC as well as other applicable rates (e.g. service order charge, record change charge). For commingling orders pursuant to a BFR, AT&T shall be charged a reasonable fee for any Commingling work done by SBC MISSOURI under this Section 2.11 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the Appendix Pricing. SBC MISSOURI's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling.</u> | 2.11.4.2 In addition to any other applicable charges, AT&T shall be charged a reasonable fee for any Commingling work done by SBC MISSOURI under this Section 2.11 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the Appendix Pricing. SBC MISSOURI's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which AT&T requests SBC MISSOURI to perform work not required by this Section 2.11.4, AT&T shall be charged a market-based rate for any such work. | AT&T's language is most consistent with the Arbitrator's Report. |
| CC UNE 13 | 2.19.4 <u>The Parties agree that the Commingled Product Set identified in Exhibit A to this Attachment shall be available to CLEC upon request as of the effective date of this Agreement. All other requests shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Attachment.</u> | 2.19.4 In accordance with and subject to the provisions of this Section 2.18, any request by CLEC for to perform the functions necessary to Commingling (as well as requests where CLEC also wants to complete the actual Commingling), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Attachment. | Except for the reference to "Exhibit A", the CLEC Coalition's language is most consistent with the Arbitrator's decision. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|----------------------|--|--|
| CC UNE 13 | | 2.19.4.1 SBC MISSOURI is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC On-line." Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list without a BFR. The list may be modified, from time to time. | SBC's language is consistent with the Arbitrator's Report. |
| CC UNE 13 | | 2.19.4.1 Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the UNE(s), combination of UNEs, and the facilities or services that CLEC has obtained at wholesale from SBC-KANSAS sought to be Commingled and the needed location(s), the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them. | SBC's language is consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|--|--|
| CC UNE 13 | 2.19.4.2 <u>When ordering Commingling or a Commingled Arrangement</u> , CLEC must designate among other things the UNE(s), combination of UNEs, and the facilities or services that CLEC has obtained at wholesale from SBC-MISSOURI <u>or another ILEC</u> sought to be Commingled and the needed location(s), the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them. <u>SBC MISSOURI shall implement CLEC's request for Commingling or Commingled Arrangement in a manner that minimizes disruption to CLEC's customer's service.</u> | 2.19.4.2 SBC MISSOURI shall charge CLEC the non-recurring and recurring rates applicable to the UNE(s), facilities or services that CLEC has obtained at wholesale from SBC MISSOURI. If any Commingling requested by CLEC requires physical work to be performed by SBC MISSOURI, and if an existing charge applies to that work, SBC MISSOURI shall so inform CLEC and, in such instance, SBC MISSOURI shall charge CLEC. A fee shall be calculated using the Time and Material charges as reflected in Appendix Pricing. SBC-MISSOURI's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests SBC-KANSAS to perform work not required by this Section 2.14.4 , CLEC shall be charged a market-based rate for any such work. | The CLEC Coalition's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|---|---|
| CC UNE 13 | 2.19.4.3 SBC MISSOURI shall charge CLEC the non-recurring and recurring rates applicable to the UNE(s), facilities or services that CLEC has obtained at wholesale from SBC MISSOURI. If any Commingling requested by CLEC requires physical work to be performed by SBC MISSOURI, and if an existing charge applies to that work, SBC MISSOURI shall so inform CLEC and, in such instance, SBC MISSOURI shall charge CLEC. A fee shall be calculated using the Time and Material charges as reflected in Appendix Pricing. <u>for Commingling.</u> With respect to a BFR in which CLEC requests SBC-MISSOURI to perform work <u>that SBC MISSOURI is not required to perform</u> CLEC shall be charged <u>on a time and materials basis for work performed by SBC MISSOURI. For any work performed by a third party vendor, CLEC shall be charged the vendor's actual price for the work performed, including any discount the vendor may provide to SBC MISSOURI under a master agreement if one exists.</u> | | The CLEC Coalition's language is not consistent with the Arbitrator's Report. |
| MCI UNE 17 | 7.3.2 Intentionally Omitted. | 7.3.2 SBC MISSOURI is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on the SBC website "CLEC Online." Once that list is included in the CLEC Handbook or posted on the website, whichever is earlier, MCI will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time. | SBC's language is consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|------------------------------|---|--|
| MCI UNE 17 | 7.3.3 Intentionally Omitted. | 7.3.3 Any MCIm request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the Bona Fide Request (BFR) process set forth elsewhere in this Agreement. | SBC's language is consistent with the Arbitrator's Report. |
| MCI UNE 17 | | 7.3.3.1 In any such BFR, MCIm must designate among other things the Lawful UNE(s), combination of Lawful UNEs, and the facilities or services that MCIm has obtained at wholesale from SBC MISSOURI sought to be Commingled and the needed location(s), the order in which such Lawful UNEs, such combinations of Lawful UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them. | Except for the use of the word "lawful", SBC's language is most consistent with the Arbitrator's Report. |
| MCI UNE 17 | | 7.3.3.2 In addition to any other applicable charges, MCIm shall be charged a reasonable fee for any Commingling work done by SBC MISSOURI under this Section 7.1 (including performing the actual Commingle). Such fee shall be calculated using the Time and Material charges as reflected in Appendix Pricing. SBC MISSOURI's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which MCIm requests SBC MISSOURI to perform work not required by this Section 7.1.4, MCIm shall be charged a market-based rate for any such work. | SBC's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|--|--|
| Wiltel UNE 12 | 2.17.4.2 With respect to a BFR in which CLEC requests SBC-13STATE to perform work not required by this Section 2.17.4, CLEC shall be charged a market-based rate for any such work. | 2.17.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by SBC-13STATE under this Section 2.17 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. SBC-13STATE's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests SBC-13STATE to perform work not required by this Section 2.17.4, CLEC shall be charged a market-based rate for any such work. | Neither language is consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|----------------------|---|--|
| AT&T UNE 14 | <u>None</u> | 2.11.6 Nothing in this Agreement shall impose any obligation on SBC MISSOURI 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, including the rules and orders of the FCC. The preceding includes without limitation that SBC MISSOURI shall not be obligated to Commingle network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. If AT&T does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria, including Statutory Conditions for a particular UNE involved or to be involved in a Commingled Arrangement, AT&T shall not request such Commingled Arrangement or continue using such Commingled Arrangement. | SBC's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|---|---|
| CC UNE 14 | <p>2.19.6 Nothing in this Agreement shall impose any obligation on SBC MISSOURI 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, including the rules and orders of the FCC, <u>or by the Missouri Commission or court decision.</u> NOTE—the following language is only to be included as a modification to SBC's proposed language if it accepted by the Missouri Commission: <u>any imposed by statute, or by FCC or Missouri Commission rule, such</u></p> | <p>2.18.6 Nothing in this Agreement shall impose any obligation on SBC MISSOURI 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, including the rules and orders of the FCC The preceding includes without limitation that SBC MISSOURI shall not be obligated to Commingle network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria including Statutory Conditions, or, for any reason, stops meeting the eligibility criteria, including Statutory Conditions, for a particular UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such</p> | <p>The CLEC Coalition's language is most consistent with the Arbitrator's Report.</p> |
| CC UNE 14 | <p>2.19.7 <u>Where a Commingled Arrangement to be provided to CLEC involves a Section 251 UNE combination as well as Commingling, the eligibility criteria applicable, if any exist, to both Commingling and combinations must be fulfilled.</u></p> | <p>2.18.7 In the event that Commingling involves SBC-MISSOURI performing the functions necessary to combine UNEs (e.g., make a new combination of UNEs), and including making the actual UNE combination, then Section 2.18.3 shall govern with respect to that UNE combining aspect of that particular Commingling and/or Commingled Arrangement.</p> | <p>The CLEC Coalition's language is most consistent with the Arbitrator's Report.</p> |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|--|--|
| CC UNE 14 | 2.19.9.1 Is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from SBC MISSOURI; or | | No dispute. |
| CC UNE 14 | <u>2.19.9.2 Shares part of SBC MISSOURI's network with access services.</u> | | The CLEC Coalition's language is most consistent with the Arbitrator's Report. |
| CC UNE 68 | 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> | 1.1 SBC MISSOURI will provide repair, maintenance, testing, and surveillance for all Lawful Unbundled Network Elements and any Lawful Combinations of Network Elements (Combinations) as described in Attachment 6 of the Agreement in accordance with the terms and conditions of this Attachment. | The CLEC Coalition's language is most consistent with the Arbitrator's Report. |
| CC UNE 68 | 2.1 SBC MISSOURI will provide maintenance for all Unbundled Network Elements Combinations and <u>Commingled Elements</u> ordered under this Agreement at levels equal to the maintenance provided by SBC MISSOURI in serving its end user customers, consistent with Attachment 6 UNE, Section 2.4.1, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management. The maintenance to support these services will be provided in a manner which meets the performance metrics provided for in Attachment 17 <u>or any MISSOURI Commission-ordered performance measures.</u> | 2.1 SBC MISSOURI will provide maintenance for all Lawful Unbundled Network Elements and Lawful Combinations and ordered under this Agreement at levels equal to the maintenance provided by SBC MISSOURI in serving its end user customers, consistent with Attachment 6 UNE, Section 2.4.1, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management. The maintenance to support these services will be provided in a manner which meets the performance metrics provided for in Attachment 17 | Except for the use of the word "lawful", SBC's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|---|--|
| CC UNE 68 | 3.1 SBC MISSOURI technicians will provide repair service on Unbundled Network Elements Combinations, <u>and Commingled Unbundled Network Elements</u> that is at least equal in quality to that provided to SBC MISSOURI customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SBC MISSOURI customers. CLEC and SBC MISSOURI agree to use the severity and priority restoration guidelines set forth in SBC MISSOURI MMP 94-08-001 dated April 1996, and as subsequently modified. <u>The Parties agree that their mutual objective is to identify and correct the cause of the trouble requiring repair, not simply eliminate a symptom of the underlying trouble. Where SBC MISSOURI identifies the cause as being within SBC MISSOURI's network, facilities and control, SBC MISSOURI shall take appropriate steps to correct the cause of the trouble. CLEC shall be responsible for correcting the cause of the trouble if the cause lies in CLEC's network, facilities and control. The Parties further agree that, where the root cause of the underlying trouble is debatable or difficult to identify, CLEC</u> | 3.1 SBC MISSOURI technicians will provide repair service on Lawful Unbundled Network Elements and Lawful Combinations, that is at least equal in quality to that provided to SBC MISSOURI customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SBC MISSOURI customers. CLEC and SBC MISSOURI agree to use the severity and priority restoration guidelines set forth in SBC MISSOURI MMP 94-08-001 dated April 1996, and as subsequently modified. Performance Measurements are found in Attachment 17. | The CLEC Coalition's language is most consistent with the Arbitrator's Report. |
| CC UNE 68 | 7.9 For purposes of this Section, <u>facilities and equipment provided to CLEC</u> through an Unbundled Network Element or Lawful Combination, <u>or Commingled Elements</u> is considered restored or a trouble resolved when the quality of Unbundled Network Element Combination, <u>or Commingled Elements</u> service is equal to that provided before the outage or the trouble occurred <u>and any discovered defect is repaired.</u> | 7.9 For purposes of this Section, service through an Lawful Unbundled Network Element or Lawful Combination is considered restored or a trouble resolved when the quality of Lawful Unbundled Network Element or Lawful Combination service is equal to that provided before the outage or the trouble occurred | The CLEC Coalition's language is most consistent with the Arbitrator's Report. |
| MCI UNE 14 | 7.1 Subject to the provisions of this Agreement (including Sections 21 (Lawful UNE Combinations) and 22 (Enhanced Extended Loops) of this Appendix), SBC MISSOURI shall permit MCI to Commingle a Lawful UNE or a combination of Lawful UNEs with facilities or services obtained at wholesale from SBC MISSOURI. | 7.1 Subject to the provisions of this Agreement (including Sections 21 (Lawful UNE Combinations) and 22 (Enhanced Extended Loops) of this Appendix), SBC MISSOURI shall permit MCI to Commingle a Lawful UNE or a combination of Lawful UNEs with facilities or | MCI's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|--|---|
| | | services obtained at wholesale from SBC MISSOURI to the extent required by FCC rules and orders. | |
| MCI UNE 15 | 7.2.1 “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 MCI has obtained at wholesale from SBC MISSOURI <u>pursuant to any method other than unbundling under Section 251(c)(3) of the Act</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. | 7.2.1 “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 MCI has obtained at wholesale from SBC MISSOURI, 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. | MCI's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|-----------------------------------|---|
| MCI UNE 15 | 7.9 <u>Unless expressly prohibited by the terms of this Appendix UNE, SBC MISSOURI shall permit MCIm to Commingle an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from SBC MISSOURI, (ii) services obtained from third parties or (ii) facilities provided by MCIm. For purposes of example only, MCIm may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, services purchased under resale arrangements with SBC MISSOURI.</u> | 7.9 Intentionally Omitted. | MCI's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|------------------------------------|--|---|
| MCI UNE 15 | 7.11 <u>Intentionally Omitted.</u> | 7.11 Nothing in this Agreement shall impose any obligation on SBC MISSOURI to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit MCI to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by Lawful and FCC rules and associated Lawful and effective FCC and judicial orders. The preceding includes without limitation that SBC MISSOURI shall not be obligated to Commingle network elements that do not constitute required Lawful UNEs or where Lawful UNEs are not requested for permissible purposes. If MCI 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, MCI shall not request such Commingled Arrangement or continue using such Commingled Arrangement. Eligibility Criteria for Commingling include, but are not limited to, those set forth in Section 22 below. | MCI's language is most consistent with the Arbitrator's Report. |
| MCI UNE 15 | 7.12 <u>Intentionally Omitted.</u> | 7.12 In the event that Commingling involves SBC MISSOURI performing the functions necessary to combine Lawful UNEs (e.g., make a new combination of Lawful UNEs), and including making the actual Lawful UNE combination, then Section 22 shall govern with respect to that Lawful UNE combining aspect of that particular Commingling and/or Commingled Arrangement. | MCI's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|---|--|
| MCI UNE 19 | <p>7.6.1 <u>SBC MISSOURI shall cooperate fully with MCI to ensure that operational policies and procedures implemented to effect Commingled arrangements shall be handled in such a manner as to not operationally or practically impair or impede MCI's ability to implement new Commingled arrangements. SBC MISSOURI acknowledges and agrees that the language of this Appendix UNE complies with and satisfies the requirements of SBC MISSOURI wholesale and access tariffs with respect to Commingling. SBC MISSOURI shall not change its wholesale or access tariffs in any fashion that impacts the availability or provision of Commingling under this Appendix UNE or the Agreement, unless SBC MISSOURI and MCI have amended this Agreement in advance to address SBC MISSOURI proposed tariff changes.</u></p> | <p>7.6.1 See FCC Tariff No. 2, Section 5.2.1.</p> | <p>SBC's language is most consistent with the Arbitrator's Report.</p> |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|--|---|
| MCI UNE 21 | 7.8 Where processes for any Commingling requested pursuant to this Agreement <u>(as established either through the Change Management Process or mutual agreement of the Parties)</u> , the Parties will jointly develop and implement processes. Until such processes are developed, SBC MISSOURI agrees (i) to accept MCI's orders for <u>Commingling via an electronic spreadsheet specifying the information reasonably necessary to complete such orders</u> and (ii) to provision all such orders within fourteen (14) <u>days of receipt.</u> | 7.8 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 MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines | SBC's language is most consistent with the Arbitrator's Report. |
| Navigator UNE 8 | 2.29.11 CLEC shall not order and SBC Missouri shall not provision the Unbundled Network Element which is the subject of the BFR until: (1) the Interconnection Agreement Amendment is filed with the Commission | 2.29.11 CLEC shall not order and SBC Missouri shall not provision the Lawful Unbundled Network Element which is the subject of the BFR until: (1) the Interconnection Agreement Amendment is filed with the Commission; and (2) full payment for Final Quote costs has been received. | SBC's language is most consistent with the Arbitrator's Report. |
| Navigator UNE 8 | | | |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|--|--|
| ATT UNE 8 | 2.10.5 Except as otherwise provided hereunder, SBC MISSOURI shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees or charges associated with establishing a service for the first time in connection with any conversion between a wholesale service or a group of wholesale services and a UNE or combination of UNEs. <u>Any conversion to another service arrangement shall be provided in a seamless manner without any customer disruption or adverse effects to service quality. When the conversion is to an analogous access service or alternative service arrangement, SBC MISSOURI shall permit AT&T to request the conversions using a single request. SBC MISSOURI shall not assess AT&T any non-recurring charges for such conversions.</u> | 2.10.1 Upon request, SBC MISSOURI shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, that is available to AT&T under terms and conditions set forth in this Attachment, so long as the AT&T and the wholesale service, or group of wholesale services, and the Lawful UNEs, or combination of Lawful UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.) | AT&T's language is most consistent with the Arbitrator's Report. |
| ATT UNE 8 | | 2.10.4 This Section 2.10 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of UNEs offered or otherwise provided for in this Attachment. | SBC's language is not consistent with the Arbitrator's Report. |
| ATT UNE 8 | | 2.10.5 Except as otherwise provided hereunder or as otherwise agreed by the parties, SBC MISSOURI shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees or charges associated with establishing a service for the first time in connection with any conversion between a wholesale service or a group of wholesale services and a Lawful UNE or combination of Lawful UNEs. | SBC's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|----------------------|--|--|
| ATT UNE 8 | | 2.10.6 If AT&T does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, AT&T shall not request such conversion or continue using such the Lawful UNE or Lawful UNEs that result from such conversion. To the extent AT&T fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNEs, or Commingled Arrangement (as defined herein), SBC MISSOURI may convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to AT&T. | SBC's language is not consistent with the Arbitrator's Report. |
| ATT UNE 8 | | 2.10.6.1 This Section 2.16.6 applies to any Lawful UNE or combination of Lawful UNEs, including whether or not such Lawful UNE or combination of Lawful UNEs had been previously converted from an SBC MISSOURI service. | SBC's language is not consistent with the Arbitrator's Report. |
| ATT UNE 8 | | 2.10.6.2 SBC MISSOURI may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria. | SBC's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|----------------------|---|--|
| ATT UNE 8 | | 2.10.6.3 In requesting a conversion of an SBC MISSOURI service, AT&T must follow the guidelines and ordering requirements provided by SBC MISSOURI that are applicable to converting the particular SBC MISSOURI service sought to be converted. | SBC's language is not consistent with the Arbitrator's Report. |
| ATT UNE 8 | | 2.10.6.4 Nothing contained in this Appendix or Agreement provides AT&T with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects SBC MISSOURI's ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges. | SBC's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|---|--|
| CC UNE 8 | 2.18.2 Where processes, including ordering and provisioning processes, for the conversion requested pursuant to this Agreement are not already in place, SBC MISSOURI shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, SBC MISSOURI shall <u>promptly</u> determine what new processes are necessary and shall establish ordering processes as soon as reasonably possible, but no later than the <u>date on which this Agreement is approved by the Commission</u> . SBC MISSOURI shall make all reasonable efforts to ensure any new process comports with applicable industry ordering guidelines. SBC MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions <u>applicable under Commission-approved tariffs or this interconnection agreement</u> . The Parties will comply with any applicable Change Management guidelines; provided however, that compliance with such Change Management guidelines shall not delay CLEC's conversion request beyond <u>the date on wh</u> | 2.18.2 Where processes, including ordering and provisioning processes, for the conversion requested pursuant to this Agreement are not already in place, SBC MISSOURI shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, SBC MISSOURI shall within an agreed upon timeframe determine what new processes are necessary and shall establish ordering processes as soon as reasonably possible, but no later than the agreed upon timeframe . SBC MISSOURI shall make all reasonable efforts to ensure any new process comports with applicable industry ordering guidelines. SBC-KANSAS will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines; provided however, that compliance with such Change Management guidelines shall not delay CLEC's conversion request beyond an agreed upon timeframe . | SBC's language is most consistent with the Arbitrator's Report. |
| CC UNE 8 | 2.18.3 Except as agreed to by the parties, SBC MISSOURI shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs <u>available under Section 251</u> . Nothing in this Section 2.17.2 prohibits SBC MISSOURI from imposing early termination charges otherwise applicable under the state or federal special access tariff to CLEC's termination of existing long term contract(s) under which CLEC is obtaining a discount. | 2.18.3 Except as agreed to by the parties, SBC MISSOURI shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs. Nothing in this Section 2.17.2 prohibits SBC MISSOURI from imposing early termination charges otherwise applicable under the state or federal special access tariff to CLEC's termination of existing long-term contract(s) under which CLEC is obtaining a discount. | The CLEC Coalition's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|--|--|
| CC UNE 8 | 2.18.3.1 <u>Intentionally Left Blank</u> | 2.18.3.1 SBC MISSOURI may charge applicable service order charges and record change charges. | SBC's language is not consistent with the Arbitrator's Report. |
| CC UNE 8 | 2.18.5 The Parties agree that converting between wholesale services, such as special access services, and UNEs or UNE combinations should be a seamless process, that would not create any unavoidable disruption to CLEC's customer's service or degradation in service quality. Since such conversions will only constitute a record and billing change and in no way impact the physical circuits involved the interval for completing conversions shall be mutually negotiated between the parties . In no event will the conversion interval exceed the standard interval applicable to the UNE(s) or UNE combination to which the wholesale service is being converted. Pricing changes begin the next billing cycle following the conversion request. | 2.18.5 This Section 2.18 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of UNEs offered or otherwise provided for in this Attachment. The Parties agree that converting between wholesale services, such as special access services, and UNEs or UNE combinations should be a seamless process, that would not create any unavoidable disruption to CLEC's customer's service or degradation in service quality. Since such conversions will only constitute a record and billing change and in no way impact the physical circuits involved the interval for completing conversions shall be mutually negotiated between the parties. In no event will the conversion interval exceed the standard interval applicable to the UNE(s) or UNE combination to which the wholesale service is being converted. Pricing changes begin the next billing cycle following the conversion request. | The CLEC Coalition's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|---|--|
| Wiltel UNE 8 | 2.16.1 Upon request, SBC-13STATE shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, that is available to CLEC under terms and conditions set forth in this Appendix, so long as the CLEC and the wholesale service, or group of wholesale services, and the Lawful UNEs, or combination of Lawful UNEs, that would result from the conversion meets the eligibility criteria <u>in Section 2.18 below, if applicable, and the Statutory Conditions set forth in Section 2.14.1 above</u> for such conversion. <u>SBC-13STATE shall perform all functions necessary to effect the conversion without adversely affecting the service quality, availability, or performance of the services as perceived by CLEC's customer(s).</u> | 2.16.1 Upon request, SBC-13STATE shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, that is available to CLEC under terms and conditions set forth in this Appendix, so long as the CLEC and the wholesale service, or group of wholesale services, and the Lawful UNEs, or combination of Lawful UNEs, that would result from the conversion meets the eligibility criteria that may be applicable for such conversion. (By way of example only, the statutory conditions would constitute one such eligibility criterion.) | Wiltel's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 8 | 2.16.2 <u>SBC-13STATE acknowledges that there are currently in place processes for conversions contemplated under this Section 2.16.</u> Where processes for the conversion requested pursuant to this Appendix 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. <u>SBC-13STATE will complete any conversions within a reasonable time, but regardless of the completion date of a particular conversion, any price changes that may be applicable shall take effect no later than the next billing cycle after CLEC's request for conversion.</u> | 2.16.2 Where processes for the conversion requested pursuant to this Appendix are not already in place, SBC-13STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. | SBC's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|--|--|
| Wiltel UNE 8 | 2.16.3 SBC-13STATE shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs. SBC-13STATE's may charge <u>only a record change charges for conversions. No additional charges shall apply unless SBC-13STATE represents to CLEC, in writing or by email, that such charge is directly attributable to a cost (not already recouped through Unbundled Network Element pricing or other means) that SBC-13STATE must incur in order to perform the applicable conversion.</u> | 2.16.3 Except as agreed to by the Parties by separate written agreement after the Effective Date of this Agreement or otherwise provided hereunder , SBC-13STATE shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs. SBC-13STATE's may charge applicable service order charges and record change charges | Wiltel's language is most consistent with the Arbitrator's Report. |
| Wiltel UNE 8 | 2.16.4 This Section 2.16 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Lawful UNEs offered or otherwise provided for in this Appendix. | 2.16.4 This Section 2.16 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Lawful UNEs offered or otherwise provided for in this Appendix. | Language is identical. |
| Wiltel UNE 8 | 2.16.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, CLEC shall not request such conversion or continue using such the Lawful UNE or Lawful UNEs that result from such conversion. | 2.16.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, CLEC shall not request such conversion or continue using such the Lawful UNE or Lawful UNEs that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNEs, or Commingled Arrangement (as defined herein), SBC-13STATE may convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC. | Wiltel's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|---|---|
| CC UNE 30 | <p>2.17.7 In requesting a conversion of an SBC MISSOURI service, CLEC must submit its orders in accordance with the agreed guidelines and ordering requirements provided by SBC-MISSOURI that are applicable to converting the particular SBC MISSOURI service sought to be converted. <u>SBC MISSOURI shall begin billing CLEC at the pricing applicable to the converted service arrangement (e.g., UNE Section 251 pricing if applicable) as of the beginning of the next billing cycle following the completion of activities necessary for performing the conversion, including, but not limited to, CLEC's submission of a complete and accurate LSR/ASR requesting the conversion.</u></p> | <p>2.17.7 In requesting a conversion of an SBC MISSOURI service, CLEC must submit its orders in accordance with the agreed guidelines and ordering requirements provided by SBC-MISSOURI that are applicable to converting the particular SBC MISSOURI service sought to be converted and payment of any applicable early termination charges.</p> | <p>The CLEC Coalition language is most consistent with the Arbitrator's Report.</p> |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|--|--|
| CC UNE 32 | 2.19.5 SBC MISSOURI shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement., as that term is defined in the FCC’s Triennial Review Order at paragraph 582. As a general matter, “ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. <u>In those circumstances in which SBC MISSOURI provides ratcheting on wholesale facilities as specified in the SWBT FCC Tariff No. 73 sections 7.2.10 and 6.8.12, SBC MISSOURI shall continue to provide ratcheting. For example, ratcheting is provided where a special access facility is also used to carry switched access traffic. SBC MISSOURI shall provide Commingling on wholesale facilities where spare capacity exists on an already ratcheted facility. Billing of the wholesale facility will not change as a result of the Commingling whether or not the facility has ratcheting applied. Commingled Section 251 UNEs (or Section 251 UNE combinations) shall be billed at the Section 251 UNE</u> | 2.19.5 SBC MISSOURI shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement., as that term is defined in the FCC’s Triennial Review Order at paragraph 582. As a general matter, “ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate SBC MISSOURI shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement., as that term is defined in the FCC’s Triennial Review Order at paragraph 582. SBC MISSOURI shall charge the rates for UNEs (or UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element and such facilities and services on a facility-by-facility, service-by-service basis. | SBC has agreed to replace its language with the language contained in the Decision section of the Arbitrator's Report under CC UNE 32. |
| CC UNE 32 | 2.25 Where Unbundled Network Elements provided to CLEC are dedicated to a single end user, if such elements are disconnected <u>because CLEC has lost that end user as a customer</u> , they will be made available to SBC MISSOURI for future provisioning needs, <u>consistent with the PUC’s rules and guidelines governing migration. CLEC’s acknowledgment of notice returned by SBC MISSOURI.</u> | MISSOURI | The CLEC Coalition's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|--|--|
| MCI UNE 18 | <p>7.5.1 “Ratchet” or “Ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. When MCI purchases Commingled unbundled Network Elements and wholesale services from SBC MISSOURI, SBC MISSOURI shall charge <u>MCI on an element-by-element and service-by-service rate</u> Notwithstanding its obligations to Commingle under this Section, SBC MISSOURI is not required to and shall not “ratchet” individual facilities or unbundled Network Elements; <u>provided, however, that the lack of a ratcheting requirement does not permit SBC MISSOURI to deny or refuse MCI access to an unbundled Network Element or a Combination of unbundled Network Elements on the grounds that such unbundled Network Element(s) share part of SBC MISSOURI’s network with access or other non-unbundled Network Element services.</u></p> | <p>7.5.1 “Ratchet” or “Ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. When MCI purchases Commingled unbundled Network Elements and wholesale services from SBC MISSOURI, SBC MISSOURI shall charge the rates for Lawful UNEs (or Lawful UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis and such facilities and services on a facility-by-facility, service-by-service basis. Notwithstanding its obligations to Commingle under this Section, SBC MISSOURI is not required to and shall not “ratchet” individual facilities or unbundled Network Elements;</p> | <p>SBC has agreed to replace its language with the language contained in the Decision section of the Arbitrator's Report under MCI UNE 18.</p> |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|---|--|---|
| MCI UNE 10 | 6.1 Upon MCIm's request, SBC MISSOURI shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful unbundled Network Element, or Combination of Lawful unbundled Network Elements, that is available to MCIm under this Appendix Lawful UNE. | 6.1 Upon MCIm's request, SBC MISSOURI shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful unbundled Network Element, or Combination of Lawful unbundled Network Elements, that is available to MCIm under this Appendix Lawful UNE, so long as MCIm and the wholesale service, or group of wholesale services, meet the eligibility criteria that may be applicable and the Conditions for Accessing Lawful UNEs set forth in Section 3.0 above). | MCI's language is most consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|-----------------------------------|---|--|
| MCI UNE 10 | 6.6 <u>Intentionally Omitted.</u> | 6.6 If MCI does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, MCI shall not request such conversion or continue using such the Lawful UNE or Lawful UNEs that result from such conversion. To the extent MCI fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNEs, or Commingled Arrangement (as defined herein), SBC MISSOURI may convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to MCI. | SBC's language is not consistent with the Arbitrator's Report. |
| MCI UNE 10 | | 6.6.1 This Section 6 applies to any Lawful UNE or combination of Lawful UNEs, including whether or not such Lawful UNE or combination of Lawful UNEs had been previously converted from an SBC MISSOURI service. | SBC's language is not consistent with the Arbitrator's Report. |
| MCI UNE 10 | | 6.6.2 SBC MISSOURI may exercise its rights provided for hereunder and those allowed by Applicable Law in auditing compliance with any applicable eligibility criteria. | SBC's language is not consistent with the Arbitrator's Report. |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|--|--|--|
| MCI UNE 11 | <p>6.2 <u>Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after MCI's request. For purposes of this Agreement, the Parties acknowledge that MCI has purchased a number of "special access" circuits from SBC MISSOURI that terminate to an MCI collocation cage. SBC MISSOURI agrees that MCI may request the conversion of such special access circuits on a "project" basis by submitting a spreadsheet to SBC MISSOURI describing the circuits. In accordance with the requirements of Section 6.4 below, SBC MISSOURI shall process such conversions within thirty (30) days of MCI's request and shall reflect billing changes as described above. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, SBC MISSOURI agrees to process MCI's conversion requests on a case-by-case basis and without delay.</u></p> | <p>6.2 In requesting a conversion of an SBC MISSOURI service, MCI must follow the guidelines and ordering requirements provided by SBC MISSOURI that are applicable to converting the particular SBC MISSOURI service sought to be converted. Where processes for the conversion requested pursuant to this Agreement are not already in place, SBC MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.</p> | <p>MCI's language is most consistent with the Arbitrator's Report.</p> |
| MCI UNE 12 | <p>6.4.1 <u>Intentionally Omitted.</u></p> | <p>6.4.1 SBC MISSOURI's may charge applicable service order charges and record change charges.</p> | <p>MCI's language is most consistent with the Arbitrator's Report.</p> |

Attachment III.A Part 2 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

| CLEC/Group DPL Issue # | CLEC Language | SBC Language | Arbitrator's Report |
|-------------------------------|-----------------------------------|---|---|
| MCI UNE 13 | 6.5 <u>Intentionally Omitted.</u> | 6.5 This Section 6 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Lawful UNEs offered or otherwise provided for in this Appendix. | MCI's language is most consistent with the Arbitrator's Report. |
| | | | |