

Attachment III.A Part 6 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 26	14.0 AIN Call Related Database	<no language; SBC's position statement starts, "See Issue 25">	
CC UNE 26	14.1 <u>Definition: The AIN is a Network Architecture that uses distributed intelligence in centralized databases to control call processing and manage network information, rather than performing those functions at every switch.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 26	14.2 <u>SBC MISSOURI will provide CLEC access to the SBC MISSOURI's Service Creation Environment (SCE) to design, create, test and deploy AIN based features, equivalent to the access it provides to itself, providing that security arrangements can be made. CLEC requests to use the SBC MISSOURI SCE will be subject to request and review procedures to be agreed upon by the Parties.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 26	14.3 <u>When CLEC utilizes SBC MISSOURI's Local Switching network element and requests SBC MISSOURI to provision such network element with a technically feasible AIN trigger, SBC MISSOURI will provide access to the SBC MISSOURI AIN Call Related Database for the purpose of invoking a CLEC developed AIN feature as per previous section.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 26	14.4 <u>When CLEC utilizes its own local switch, SBC MISSOURI will provide access to the appropriate AIN Call Related Database for the purpose of invoking either an SBC MISSOURI AIN feature or an CLEC developed AIN feature as per previous section.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 26	14.5 <u>SBC MISSOURI will provide access to its AIN Call Related databases in a nondiscriminatory and competitively neutral manner. Any mediation, static or dynamic, will only provide network reliability, protection, security and network management functions consistent with the access service provided. Any network management controls found necessary to protect the AIN SCP from an overload condition will be applied based on non-discriminatory guidelines and include, but are not limited to procedures either (1) resident in the SBC MISSOURI STP that serves the appropriate SBC MISSOURI AIN SCP or (2) via manual controls that are initiated from SBC MISSOURI's Network Elements. Such management controls will be applied to the specific problem source, wherever that source is, including SBC MISSOURI, and not to all services unless a problem source cannot be identified.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 26	14.6 <u>As requested by CLEC, SBC MISSOURI will provide specifications and information reasonably necessary for CLEC to utilize SBC MISSOURI SCE where such specifications and documentation are unique to SBC MISSOURI or are available only to SBC MISSOURI from the vendor of its SCP, SCE, and/or service management system. CLEC is responsible for obtaining, at its own expense, all other documentation.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

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CC UNE 26	<u>14.7 SBC MISSOURI will take reasonable steps to protect and partition CLEC service logic and data from unauthorized access, execution or other types of compromise, where technically feasible.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 26	<u>14.8 Access to AIN and SCE will be provided to CLEC at rates, terms, and conditions to be negotiated by the Parties.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
<b>CC UNE 64</b>	<u>4.7 On a conversion as specified order, SBC MISSOURI will not require CLEC to provide data that SBC MISSOURI has not made available to CLEC, or that CLEC does not have reasonable access to otherwise. Except as outlined in Attachment 6, Section 9.4.4.3.1, SBC MISSOURI will not delete the associated LIDB database information or Directory Listings database information unless requested by CLEC. SBC MISSOURI will use a mechanized process to ensure that SBC MISSOURI's directory listing, 911, and LIDB information for the end-user is not deleted during the process of converting that customer from service provided by SBC MISSOURI to service provided by a CLEC. In addition, for directory listings, when CLEC submits local service requests (LSRs) for Lawful UNE loop and port combinations "as specified" or for "stand alone" Lawful UNE switch ports, CLEC will have the option of whether to populate the LSR Directory Listing ("DL") Form. SBC MISSOURI will treat non-submission of the DL Form as instruction to SBC MISSOURI that the CLEC's end-user listing(s) is to remain the same as the listing(s) currently a</u>	<u>4.7 On a conversion as specified order, SBC MISSOURI will not require CLEC to provide data that SBC MISSOURI has not made available to CLEC, or that CLEC does not have reasonable access to otherwise.</u>	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
<b>CC UNE 65</b>	<u>4.8 At such time that CLEC determines to use AIN features, the Parties will jointly determine Ordering and Provisioning procedures for AIN services.</u>	None.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
<b>CC UNE 59</b>	<u>5.0 Application of Usage Sensitive Charges To Particular Call Flows</u>	None.	The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>5.1 Inclusion of ULS-O, ULS-T or ULS-ST in these call flows does not waive CLEC's position that the appropriate charge for switching is a flat-rated port charge with no usage component.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>5.2 Rate Structure for ULS</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

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<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 59	<u>5.2.1.1 CLEC will pay ULS-O and SS7 signaling for a call originating from an CLEC ULS line or trunk port that terminates to (a Resale or any unbundled line or trunk port which is connected to the same end office switch.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>5.2.1.2 CLEC will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>5.2.1.3 SBC MISSOURI will not bill ULS-T for Intra Switch calls.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>5.2.1.4 CLEC will not bill any terminating charges (e.g., reciprocal compensation) to SBC MISSOURI for Intra Switch Calls.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>5.2.2 Interswitch Calls - (calls not originating and terminating in the same switch) i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>5.2.2.1 Local Calls</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>5.2.2.1.1 General Principles</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>5.2.2.1.1.1 When a call originates from an CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over SBC MISSOURI's Unbundled Local Switching with (ULS-ST), CLEC will pay charges for Unbundled Shared Transport UST as reflected in Appendix Pricing. CLEC will also pay charges for Common Transport and Tandem Switching or Blended Transport charges where applicable as reflected in Appendix Pricing.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>5.2.2.1.1.1.1 The Parties agree that, for calls originated from a CLEC ULS Port and routed over common transport, SBC MISSOURI will not be required to record and will not bill actual tandem switching usage. Rather, SBC MISSOURI agrees to charge CLEC the rate shown on Appendix Pricing labeled "Blended Transport," for each minute of use of unbundled common transport, whether or not the call actually traverses the tandem switch.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

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CC UNE 59	5.2.2.1.1.2 <u>When a call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	5.2.2.1.2 <u>Illustrative Call</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>Flows</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>The following call flows provide examples of application of usage sensitive UNE charges and compensation as set out in Attachment 12. Unless otherwise indicated, examples assume CLEC is using ULS and UST when originating traffic, and using ULS when terminating</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	5.2.2.1.2.1 CLEC (UNE) Originating and SBC MISSOURI Terminating		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>Local Interswitch Call:</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>At CLEC's option, CLEC may pay as follows:</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>CLEC Pays: Applicable ULS-O/SS7/Blended Transport/Recip Comp/DUF, or</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>CLEC Pays: Applicable ULS-O/SS7/Blended Transport/DUF and bill and keep applies</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>Local Intraswitch Call:</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>CLEC Pays: ULS-O/SS7/</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

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CC UNE 59	<u>DUF</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	5.2.2.1.2.2 <u>SBC</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>MISSOURI Originating</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>and CLEC</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>(UNE) Terminating</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>Local Interswitch Calls</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>CLEC Pays: There will</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>be no charges</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>SBC MISSOURI Pays: There will be no charges</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>Local Intraswitch Call:</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>CLEC and SBC do not</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

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CC UNE 59	<u>bill any charges to each</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>other</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	5.2.2.1.2.3 <u>CLEC A Originating and CLEC B Terminating</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>Local Interswitch Call:</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>CLEC Pays: ULS – O/SS7/Blended Transport/DUF</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>Local Intraswitch Calls:</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>CLEC A Pays ULS-O/SS7/DUF</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>CLEC B Pays: ULS-T</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	5.2.2.1.2.4 <u>CLEC Originating and CLEC Terminating</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>Local Interswitch Call:</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>CLEC Pays: ULS-O/ULS-T/SS7/Blended Transport/DUF (both originating and terminating)</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

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CC UNE 59	<u>Local Intraswitch Call: CLEC Pays ULS-O/SS7/DUF</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>5.2.2.1.2.5 CLEC B (UNE) Originating and CLEC A (UNE) Terminating</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>Local Interswitch Calls:</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>CLEC Pays: ULS – T/DUF</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>Local Intraswitch Call: CLEC A pays nothing; CLEC B pays nothing</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>5.2.2.1.2.6 CLEC B (Reseller – s/a SBC Resale) to CLEC A (UNE) Terminating: The assumption here is that CLEC C is purchasing resale from SBC MISSOURI</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>Local Interswitch Call:</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>At CLEC's option, CLEC A may pay as follows:</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>CLEC A Pays: ULS – T/DUF, CLEC A may bill SBC MISSOURI recip comp, or</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>CLEC Pays: There will be no charges and SBC MISSOURI Pays: There will be no charges</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>Local Intraswitch Call: CLEC A Pays nothing</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

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CC UNE 59	5.2.2.1.2.7 <u>CLEC A (UNE) Originating and CLEC B (Resale services) Terminating</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>Local Interswitch Call:</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>CLEC A Pays: ULS – O/SS7/Blended Transport/DUF</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>Local Intraswitch Call:</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>CLEC Pays: ULS-O/SS7</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>/DUF</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	5.2.2.1.2.8 <u>CLEC A (UNE) Originating to CLEC C (Facilities Based Network (FBN)) Terminating</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>CLEC A Pays: ULS – O/Blended Transport/SS7 Signaling/DUF</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>Terminating Compensation is a matter between CLEC A and CLEC B C. SBC MISSOURI is not responsible for any such Compensation to CLEC C.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	5.2.2.1.2.9 <u>CLEC C (FBN) Originating to CLEC A (UNE) Terminating</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>Tandem Routed: ULS-T/Common Transport/Tandem Switching/DUF</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.



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CC UNE 59	<u>Direct-Trunked Routed: CLEC A Pays ULS-T/DUF</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	5.2.2.2 <u>IntraLATA and InterLATA Toll Calls</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	5.2.2.2.1 <u>General Principles</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	5.2.2.2.1.1 <u>CLEC will pay SS7 signaling. Unbundled Tandem Switching/Blended Transport charges for all intraLATA toll calls initiated by a CLEC ULS Port that use the L-PIC ability.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	5.2.2.2.1.2 <u>After the implementation of intraLATA Dialing Parity, intraLATA toll calls from CLEC ULS Port will be routed to the end user intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from a ULS port will be routed to the end user interLATA Primary Interexchange Carrier (PIC) choice of such CLEC local service customer. Other intraLATA and interLATA toll calls shall be routed to the Interexchange Carrier to which the calls have been directed for transport (e.g., "10XXX").</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	5.2.2.2.1 <u>General Principles</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	5.2.2.2.1.1 <u>CLEC will pay SS7 signaling. Unbundled Tandem Switching/Blended Transport charges for all intraLATA toll calls initiated by a CLEC ULS Port that use the L-PIC ability.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	5.2.2.2.1.2 <u>After the implementation of intraLATA Dialing Parity, intraLATA toll calls from CLEC ULS Port will be routed to the end user intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from a ULS port will be routed to the end user interLATA Primary Interexchange Carrier (PIC) choice of such CLEC local service customer. Other intraLATA and interLATA toll calls shall be routed to the Interexchange Carrier to which the calls have been directed for transport (e.g., "10XXX").</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	5.2.2.2.1.2.1 <u>For calls that are routed to a CLEC ULS Port from another telecommunications carrier's network (e.g., from an IXC's point of presence, from a wireless carrier), CLEC shall pay as follows:</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 59	A. <u>ULS = T if such carrier is connected at the switch that provides the ULS;</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	B. <u>ULS = T, Unbundled Common Transport, and Unbundled Tandem Switching if such carrier is connected at SBC MISSOURI's tandem switch subtended by the switch that provides the ULS;</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	C. <u>ULS = T, and Blended Transport if such carrier is connected to SBC MISSOURI's network elsewhere.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>Terminating Compensation is a matter between CLEC and such other telecommunications carriers. SBC MISSOURI shall not be charged and shall not otherwise be responsible for any such compensation.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>5.2.2.2.1.2.3 CLEC may provide exchange access transport services to IXCs for intraLATA traffic originated by or terminating to CLEC local service customers, upon request, using UNEs. For interLATA toll calls and intraLATA toll calls (post dialing parity) that are originated by local customers using SBC MISSOURI unbundled local switching, CLEC may offer to deliver the calls to the PIC at the SBC MISSOURI access tandem, with CLEC using lawful unbundled common transport and tandem switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access tandem. When the PIC agrees to take delivery of toll calls under this arrangement, then CLEC will pay SBC MISSOURI ULS-O usage, signaling, common transport, and tandem switching for such calls. SBC MISSOURI will not bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local customers using SBC MISSOURI unbundled local</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>5.2.2.2.1.2.4 If an Interexchange Carrier elects to use transport and tandem switching provided by SBC MISSOURI to deliver interLATA toll calls or intraLATA toll calls (post dialing parity) that are originated by CLEC local customers using SBC MISSOURI unbundled local switching, then CLEC will pay SBC MISSOURI ULS-O usage and signaling only in connection with such calls. SBC MISSOURI will not bill the PIC any originating switching access charges in connection with such calls.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	<u>5.2.2.2.1.3 When an IntraLATA or InterLATA toll call terminates to an ULS Port, purchased by CLEC, SBC MISSOURI will not charge terminating access to CLEC or the IXC except that SBC MISSOURI may bill the IXC for terminating transport in cases where the IXC has chosen SBC MISSOURI as its transport provider.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

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CC UNE 59	5.2.2.3 <u>Toll Free Calls</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 59	When CLEC uses ULS Ports to initiate an 800-type call, (or the equivalent toll-free dialing NPA, e.g., 877, 888) SBC MISSOURI will perform the appropriate database query and route the call to the indicated IXC. No ULS-O charges will apply. This will be subject to SBC MISSOURI's ability to provide access recording data to CLEC as referenced in Attachment 6, Section _____ and Attachment 10, Section 4.4. Thereafter, when SBC MISSOURI is able to measure originating 800 traffic, and when CLEC uses a ULS Ports to initiate an 800-type call, CLEC will pay the 800 database query charge, Lawful ULS-O charge, and where the IXC is connected to SBC MISSOURI at a tandem, the Unbundled Common Transport charge. SBC MISSOURI shall provide 30-days' advance notice to CLEC of SBC MISSOURI's ability to provide acces recording data to CLEC; billing shall be on a going forward basis only, without any true-up. SBC MISSOURI will not bill IXC for such calls.		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 72	10.3 MLT Testing	<no language>	
CC UNE 72	SBC MISSOURI agrees to provide access to MLT testing to allow CLEC to test its end user lines for which SBC MISSOURI has combined Lawful UNes, and for end user lines that CLEC has combined Lawful UNes obtained from SBC MISSOURI , as follows:		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 72	10.3.1 MLT testing functionality is available through SBC MISSOURI's Toolbar Trouble Administration to allow CLEC to test its end user lines for which SBC MISSOURI combines POTS-like UNes (analog line side port and 2-wire 8db analog loop) purchased by CLEC from SBC MISSOURI.		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 72	10.3.2 MLT testing functionality is available through its Toolbar Trouble Administration to allow CLEC to test its end user lines for POTS-like UNes (analog line side port and 2-wire 8db analog loop) combined by CLEC and purchased from SBC MISSOURI.		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 47	4.6.7.2 Any applicable state requirements and Section ____ of this Agreement.	4.6.7.2 Any applicable state requirements.	The CLEC Coalition's language is consistent with the Arbitrator's Report.

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<b>Subpoint E: TRRO Transition Plan Issues</b>			
<b>CC Rider 1</b>	NONE	Entire Rider	SBC's language is consistent with the Arbitrator's Report.
<b>Navigator Rider 1</b>	<no language>	Entire Rider	SBC's language is consistent with the Arbitrator's Report.
<b>AT&amp;T Rider 3</b>		SBC MISSOURI's transitional provision of embedded base Affected Loop-Transport Element(s) under this Section 2.2 shall be on an "as is" basis. Upon the earlier of the above three events occurring, as applicable, SBC MISSOURI may, without further notice or liability, cease providing the Affected Loop-Transport Element(s).	SBC's language is not consistent with the Arbitrator's Report.

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**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
AT&T Rider 3	3.2 Transitional Provision of Embedded Base. As to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, SBC MISSOURI shall continue to i) provide access to CLEC's embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by CLEC <i>before</i> March 11, 2005), ii) provision <u>additional UNE-P access lines to serve CLECs embedded customer base (Transitional UNE-P Access Lines)</u> and iii) provision AT&T requests to add, change or delete features, record orders, and disconnect orders on UNE-P/ULS, as well as orders to reconfigure existing AT&T UNE-Ps to a UNE line-splitting arrangement to serve the same end-user or reconfigure to eliminate an existing line-splitting arrangement in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], for a transitional period of time, ending upon the earlier of:	3.2 Transitional Provision of Embedded Base. As to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, SBC MISSOURI shall continue to i) provide access to CLEC's embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by CLEC <i>before</i> March 11, 2005), iii) provision AT&T requests to add, change or delete features, record orders, and disconnect orders on UNE-P/ULS, as well as orders to reconfigure existing AT&T UNE-Ps to a UNE line-splitting arrangement to serve the same end-user or reconfigure to eliminate an existing line-splitting arrangement in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], for a transitional period of time, ending upon the earlier of:	AT&T's language is consistent with the Arbitrator's Report.
AT&T Rider 3	(a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P;	(a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P;	No dispute.
AT&T Rider 3	(b) CLEC's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or	(b) CLEC's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or	No dispute.
AT&T Rider 3	(c) March 11, 2006.	(c) March 11, 2006.	No dispute.
AT&T Rider 3	Upon the earlier of the above three events occurring, as applicable, SBC MISSOURI may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P.	<b>SBC MISSOURI's transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this Section 3.2 shall be on an "as is" basis, except that CLEC may continue to submit orders to add, change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting.</b>	AT&T's language is most consistent with the Arbitrator's Report.

Attachment III.A Part 6 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
AT&T Rider 3	3.2.1 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Rider, and subject to this Section 3, and subject to the conditions set forth in Section 3.2.1.1 below, SBC MISSOURI shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], in conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.	3.2.1 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Rider, and subject to this Section 3, and subject to the conditions set forth in Section 3.2.1.1 below, SBC MISSOURI shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], <b>and only to the extent such items were already being provided before March 11, 2005,</b> in conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.	AT&T's language is most consistent with the Arbitrator's Report.
AT&T Rider 2	Notwithstanding anything to the contrary in this Agreement, including any amendments thereto, at the end of the thirty (30) day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 1.2.4(i), above, and if CLEC and SBC MISSOURI have failed to reach agreement, under Section 1.2.4(ii), above, as to a substitute service arrangement or element, then SBC MISSOURI will 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 or arrangement, if available, at rates applicable to such analogous service or arrangement, <u>including those rates available under the Parties' existing OPP or term and/or volume discount agreements.</u>	Notwithstanding anything to the contrary in this Agreement, including any amendments thereto, at the end of the thirty (30) day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 1.2.4(i), above, and if CLEC and SBC MISSOURI have failed to reach agreement, under Section 1.2.4(ii), above, as to a substitute service arrangement or element, then SBC MISSOURI will 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 or arrangement, if available, at rates applicable to such analogous service or arrangement.	SBC's language is most consistent with the Arbitrator's Report.

Attachment III.A Part 6 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
AT&T Rider 2	(c) March 11, 2006 (for Affected DS1 and DS3 Loops and Transport) or September 11, 2006 (for Dark Fiber Loops and Affected Dark Fiber Transport. To the extent that there are CLEC embedded base Affected DS1 and DS3 Loops or Transport in place on March 11, 2006, SBC MISSOURI, without further notice or liability, will convert them to a <u>Special Access service under the terms and rates available through the Parties' existing OPP or term and/or volume discount agreements.</u>	(c) March 11, 2006 (for Affected DS1 and DS3 Loops and Transport) or September 11, 2006 (for Dark Fiber Loops and Affected Dark Fiber Transport. To the extent that there are CLEC embedded base Affected DS1 and DS3 Loops or Transport in place on March 11, 2006, SBC MISSOURI, without further notice or liability, will convert them to a <b>Special Access month-to-month service under the applicable access tariffs.</b>	SBC's language is most consistent with the Arbitrator's Report.
AT&T Rider 2	2.4.3 To the extent that there are CLEC embedded base Affected DS1 and DS3 Loops or Transport in place on March 11, 2006, SBC MISSOURI, without further notice or liability, will convert them to a <u>Special Access service under the terms and rates available through the Parties' existing OPP or term and/or volume discount agreements</u>	2.4.3 To the extent that there are CLEC embedded base Affected DS1 and DS3 Loops or Transport in place on March 11, 2006, SBC MISSOURI, without further notice or liability, will convert them to a <b>Special Access month-to-month service under the applicable access tariffs.</b>	SBC's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 6 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
<b>AT&amp;T Rider 4</b>	2.3 Transitional Pricing for Embedded Base. Notwithstanding anything in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], during the applicable transitional period of time, the price for the embedded base Affected Loop-Transport Element(s) shall be the higher of (A) the rate CLEC paid for the Affected Loop-Transport Element(s) as of June 15, 2004 <i>plus 15%</i> or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), <i>plus 15%</i> ("Transitional Pricing"). <u>If the state PUC established a rate for Unbundled Loops between June 16, 2004 and March 11, 2005, that increases some rate elements and decreases other rate elements, SBC MISSOURI must either accept or reject all of the more recently established rates for purposes of establishing the transitional rate for Unbundled Loops and transport.</u>	2.3 Transitional Pricing for Embedded Base. Notwithstanding anything in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], during the applicable transitional period of time, the price for the embedded base Affected Loop-Transport Element(s) shall be the higher of (A) the rate CLEC paid for the Affected Loop-Transport Element(s) as of June 15, 2004 <i>plus 15%</i> or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), <i>plus 15%</i> ("Transitional Pricing").	SBC's language is most consistent with the Arbitrator's Report.
<b>AT&amp;T Rider 4</b>	2.3.1 Regardless of the execution or effective date of this Rider or the underlying Agreement, CLEC <u>agrees that the</u> Transitional Pricing for all Affected Loop-Transport Element(s), <u>shall apply</u> beginning March 11, 2005. <u>SBC MISSOURI will not bill AT&amp;T for such rates, nor shall the difference in the Transitional Prices be due, prior to the execution of this rider.</u>	2.3.1 Regardless of the execution or effective date of this Rider or the underlying Agreement, CLEC <b>will be liable to pay the</b> Transitional Pricing for all Affected Loop-Transport Element(s), beginning March 11, 2005. SBC MISSOURI <u>u</u>	AT&T's language is most consistent with the Arbitrator's Report.
<b>AT&amp;T Rider 4</b>	3.3	3.3	



**Attachment III.A Part 6 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
AT&T Rider 4	Transitional Pricing for Embedded Base. Notwithstanding anything in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], during the applicable transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar. <u>If the state PUC established a rate for unbundled switching and related Network Elements between June 16, 2004 and March 11, 2005, that increases some rate elements and decreases other rate elements, SBC MISSOURI must either accept or reject all of the more recently established rates when establishing the transitional rate for mass market local switching.</u>	Transitional Pricing for Embedded Base. Notwithstanding anything in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], during the applicable transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar. <b>CLEC shall be fully liable to SBC MISSOURI to pay such pricing under the Agreement, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.</b>	SBC's language is most consistent with the Arbitrator's Report.
AT&T Rider 4	3.3.1 Regardless of the execution or effective date of this Rider or the underlying Agreement, CLEC <u>agrees</u> to pay the Transitional Pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005. <u>SBC MISSOURI will not bill AT&amp;T for such rates, nor shall the difference in the Transitional Prices be due, prior to the execution of this rider.</u>	3.3.1 Regardless of the execution or effective date of this Rider or the underlying Agreement, CLEC <b>will be liable</b> to pay the Transitional Pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.	SBC's language is most consistent with the Arbitrator's Report.
AT&T Rider 4	<u>2.3.3 Transitional Rate Billing - Any bills issued by SBC MISSOURI that include either a transitional rate charge or a true up amount for Transitional Declassified Network Elements, shall specifically identify the time period for which such transitional rate or true up applies; the applicable transitional rate or true up, and details that enable AT&amp;T to identify the specific facilities to which the transitional rate or true up amounts apply.</u>	<b>3.3.2 CLEC shall be fully liable to SBC MISSOURI to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.</b>	2.3.3 - AT&T's language is consistent with the Arbitrator's language. 3.3.2 - SBC's language is consistent with the Arbitrator's Report.

**Attachment III.A Part 6 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
AT&T Rider 4	<u>2.3.4 The Conversion Process - For any Transitional Declassified Network Elements , AT&amp;T shall request either disconnection, an analogous access service (including converting Transitional Declassified Network Elements to any special access volume discount offerings), or an alternative service arrangement (such as TSR) at any time after the effective date of this Agreement, and prior to the last day a Transition Rate applies to a Transitional Declassified Network Element. Unless AT&amp;T specifically requests otherwise, the effective date of any such requested conversions shall not be any sooner than the day after the last day that the Transition Rate applies to a particular Transitional Declassified Network Element, and any recurring charges applicable to the requested alternative service arrangement shall apply as of that date and be reflected in the next billing cycle.</u>		AT&T's language is consistent with the Arbitrator's Report.
AT&T Rider 4	<u>2.3.4.1 All conversions from Transitional Declassified Network Elements shall take place in a seamless manner without any customer disruption or adverse effects to service quality and notwithstanding other provisions herein, shall be done in accordance with a mutually agreed upon process. The Parties agree to work together to develop a mutually agreeable, conversion process that includes agreement on the conversion request formats and associated systems; as well as an agreement on what additional information is needed from SBC MISSOURI to enable AT&amp;T to identify the loop and transport Network Elements that need to be converted. Notwithstanding any other provisions herein, if the Parties fail to arrive at a mutually agreeable conversion process by the deadline for submissions of conversion requests set forth in Section 2.3.4 above, the deadline for such conversions shall be extended until mutual agreement is reached on the conversions process and a new time frame within which AT&amp;T shall submit its conversion requests shall be agreed upon between the Parties. During this time period, SBC MISSOURI shall continue to apply the transit</u>		AT&T's language is not consistent with the Arbitrator's Report.
AT&T Rider 4	<u>2.3.4.2 After the Parties agree to a conversion process, SBC MISSOURI may assess a true up charge to collect the difference between the recurring charges for the selected alternative arrangements and the transitional charges for the time period between the end of the initially established transition period for the particular Transitional Declassified Network Element and the date the conversion requests are completed.</u>		AT&T's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 6 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
AT&T Rider 4	<u>2.3.4.3 SBC MISSOURI will not require physical rearrangements and will not physically disconnect, separate or alter or change the facilities being replaced, except at the request of AT&amp;T. The effective date of conversion requests shall be as set forth in Section 2.3.4. If a physical rearrangement is requested by AT&amp;T, the conversion request shall be deemed to be completed the day after the last day that the transition rate applies to a particular Transitional Declassified Network Element, unless AT&amp;T requests an earlier date; and the recurring charges for the new arrangement shall apply as of that date and shall appear on the bill in the next billing cycle.</u>		AT&T's language is consistent with the Arbitrator's Report.
AT&T Rider 4	<u>2.3.4.4 To avoid customer impact during the transition of UNE-P to alternative arrangements, SBC MISSOURI commits to suppress line loss and related CARE notifications when the conversion requests are processed.</u>		AT&T's language is consistent with the Arbitrator's Report.
AT&T Rider 4	<u>2.3.5 Conversion Charges SBC MISSOURI shall not impose any termination, re-connect or other non-recurring charges, except for a record change charge, associated with any conversion or any discontinuance of any Transitional Declassified Network Elements.</u>		AT&T's language is consistent with the Arbitrator's Report.
<b>AT&amp;T Rider 5</b>	3.4.1 To the extent that there are CLEC embedded base Mass Market ULS or UNE-P [and related items, such as those referenced in Section 3.2.1, above] in place on March 11, 2006, SBC MISSOURI, without further notice or liability, will re-price such arrangements to <u>resale</u> .	3.4.1 To the extent that there are CLEC embedded base Mass Market ULS or UNE-P [and related items, such as those referenced in Section 3.2.1, above] in place on March 11, 2006, SBC MISSOURI, without further notice or liability, will re-price such arrangements to <b>a market-based rate</b> .	SBC's language is most consistent with the Arbitrator's Report.
<b>MCI UNE 36</b>	13 TRO REMAND-DECLASSIFIED SWITCHING AND UNE-P	13 TRO REMAND-DECLASSIFIED SWITCHING AND UNE-P	
MCI UNE 36	<u>13.1 The Parties acknowledge that MCI does not have an embedded base of either unbundled Local Circuit Switching or UNE-P End Users served through this Agreement and that, because there is no such embedded base served by this Agreement, no transition terms for such an embedded base (as set forth in 47 CFR 319(d)(iii)) are included in this Agreement.</u>	<b>13.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, MCI is not permitted to obtain new Mass Market ULS, whether alone, in combination (as in with "UNE-P"), or otherwise. For purposes of this Section, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.)</b>	MCI's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 6 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
MCI UNE 36	<u>13.2 Intentionally Omitted.</u>	13.2 Transitional Provision of Embedded Base of ULS and UNE-P.	MCI's language is most consistent with the Arbitrator's Report.
MCI UNE 36	<u>13.3 Intentionally Omitted.</u>	13.2.1 As to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, SBC MISSOURI shall continue to provide access to MCI's embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by MCI <i>before</i> March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Attachment 6: Unbundled Network Elements of the MCI metro Access Transmission Services LLC MISSOURI Interconnection Agreement for a transitional period of time, ending upon the earlier of:	MCI's language is most consistent with the Arbitrator's Report.
MCI UNE 36	<u>13.4 Intentionally Omitted.</u>	13.2.1.1 MCI's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P;	MCI's language is most consistent with the Arbitrator's Report.
MCI UNE 36		13.2.1.2 MCI's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or	SBC's language is not consistent with the Arbitrator's Report.
MCI UNE 36		13.2.1.3 March 11, 2006.	SBC's language is not consistent with the Arbitrator's Report.
MCI UNE 36		13.2.1.4 Except to the extent of the very limited purposes and time periods set forth herein, this section does not, in any way, extend the rates, terms or conditions of the Attachment 6: Unbundled Network Elements of the MCI metro Access Transmission Services LLC MISSOURI Interconnection Agreement beyond its term.	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 6 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
MCI UNE 36		13.2.2 SBC MISSOURI's transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this section shall be on an "as is" basis, except that MCI may continue to submit orders to add, change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting. Upon the earlier of the above three events occurring, as applicable, SBC MISSOURI may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P.	SBC's language is not consistent with the Arbitrator's Report.
MCI UNE 36		13.2.3 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Embedded Base Rider, and subject to this section, and subject to the conditions set forth below, SBC MISSOURI shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the Attachment 6: Unbundled Network Elements of the MCI metro Access Transmission Services LLC MISSOURI Interconnection Agreement and only to the extent such items were already being provided before March 11, 2005, in conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.	SBC's language is not consistent with the Arbitrator's Report.
MCI UNE 36		13.2.3.1 The Attachment 6: Unbundled Network Elements of the MCI metro Access Transmission Services LLC MISSOURI Interconnection Agreement must contain the appropriate related terms and conditions, including pricing; and the features must be "loaded" and "activated" in the switch.	SBC's language is not consistent with the Arbitrator's Report.
MCI UNE 36		13.3 Transitional Pricing for Embedded Base of ULS and UNE-P.	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 6 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
MCI UNE 36		13.3.1 Notwithstanding anything in the Attachment 6: Unbundled Network Elements of the MCImetro Access Transmission Services LLC MISSOURI Interconnection Agreement during the applicable transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of:	SBC's language is not consistent with the Arbitrator's Report.
MCI UNE 36		13.3.1.1 the rate at which MCIm obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or	SBC's language is not consistent with the Arbitrator's Report.
MCI UNE 36		13.3.1.2 the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar.	SBC's language is not consistent with the Arbitrator's Report.
MCI UNE 36		13.3.2 Regardless of the execution or effective date of this Embedded Base Rider or the underlying Agreement, MCIm will be liable to pay the transitional pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.	SBC's language is not consistent with the Arbitrator's Report.
MCI UNE 36		13.3.3 MCIm shall be fully liable to SBC MISSOURI to pay such transitional pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.	SBC's language is not consistent with the Arbitrator's Report.
MCI UNE 36		13.4 End of Transitional Period for ULS and UNE-P.	SBC's language is not consistent with the Arbitrator's Report.
MCI UNE 36		13.4.1 MCIm will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (March 11, 2006).	SBC's language is not consistent with the Arbitrator's Report.
MCI UNE 36		13.4.1.1 To the extent that there are MCIm embedded base Mass Market ULS or UNE-P (and related items, such as those referenced above) in place on March 11, 2006, SBC MISSOURI, without further notice or liability, will re-price such arrangements to a market-based rate.	No apparent dispute.

**Attachment III.A Part 6 Detailed Language Decision Matrix**

<b>DP Issue: Section 3 - UNE</b>			
<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>CC UNE 27</b>	5.0 Dark Fiber loops and dark fiber DEDICATED TRANSPORT	<b>5.0 dark fiber dedicated transport</b>	
CC UNE 27	5.1	5.1 <u>SBC</u> shall provide UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. <u>SBC</u> is not required to provide Loop Dark Fiber on an unbundled basis. (For definitional purposes only, Loop Dark fiber is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications service.)	SBC's language is not consistent with the Arbitrator's Report.
CC UNE 27	5.1.1 <u>Dark fiber is fiber which has not been activated through connection to the electronics that "light" it and render it capable of carrying telecommunications services. Dark fiber is unlit optic cable that is deployed within SBC MISSOURI's network that is in place and easily called into service. Unlit fiber is dark fiber regardless of whether the fiber is spliced or terminated. Dark fiber, includes unlit fiber that could be, but is not currently, spliced or terminated in any segment including any "dead count," as well as point to point but not assigned segments. Spare dark fiber is determined by the formula in Section 5.</u>	5.1.1 <u>UNE Dedicated Transport Dark Fiber is deployed, unlit optical fiber within SBC network. UNE Dedicated Transport Dark Fiber consists of unactivated optical interoffice transmission facilities.</u>	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
	5.2 <u>SBC MISSOURI will provide loop and sub-loop dark fiber as an Unbundled Network Element Under Section 271 of the Act. All SBC MISSOURI dark fiber from any SBC MISSOURI wire center to a customer premise is included as a loop dark fiber irrespective of the serving wire center for such location.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 27	5.3 <u>Dark Fiber Transport</u>	5.3 <u>Dark Fiber Transport</u>	No dispute.

**Attachment III.A Part 6 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 27	<p>5.3.1 At unbundled dedicated transport dark fiber segments in routes that have not been Declassified, SBC MISSOURI will provide a UNE Dedicated Transport Dark Fiber segment that is considered “spare” as defined in Section 5.5 and 5.6 below. UNE Dedicated Transport Dark Fiber is defined as SBC MISSOURI dark fiber interoffice transmission facilities dedicated to CLEC that are within SBC MISSOURI’s network, connecting SBC MISSOURI switches or wire centers within a LATA. UNE Dedicated Transport Dark Fiber does not include transmission facilities between the SBC MISSOURI network and CLEC’s network or the location of CLEC equipment. SBC MISSOURI will offer UNE Dedicated Transport Dark Fiber to CLEC when CLEC has collocation space in each SBC MISSOURI CO where the requested UNE Dedicated Transport Dark Fiber(s) terminate, however, SBC MISSOURI shall allow CLEC access to dark fiber transport that traverses through intermediate central offices where CLEC is not collocated. SBC MISSOURI shall combine (e.g. cross-connect) segments of spare dark fiber at CLEC’s request even if those elements are not ordinarily combined in SBC MISSOURI</p>	<p>5.3.1 At unbundled dedicated transport dark fiber segments in routes that have not been Declassified, SBC MISSOURI will provide a UNE Dedicated Transport Dark Fiber segment that is considered “spare” as defined in Section 5.5 and 5.6 below. UNE Dedicated Transport Dark Fiber is defined as SBC MISSOURI dark fiber interoffice transmission facilities dedicated to CLEC that are within SBC MISSOURI’s network, connecting SBC MISSOURI switches or wire centers within a LATA. UNE Dedicated Transport Dark Fiber does not include transmission facilities between the SBC MISSOURI network and CLEC’s network or the location of CLEC equipment. SBC MISSOURI will offer UNE Dedicated Transport Dark Fiber to CLEC when CLEC has collocation space in each SBC MISSOURI CO where the requested UNE Dedicated Transport Dark Fiber(s) terminate.</p>	SBC’s language is most consistent with the Arbitrator’s Report.
CC UNE 27	<p>5.3.2 <u>SBC MISSOURI will provide dark fiber transport under Section 251 between any pair of its wire centers, except where both wire centers defining the route are either Tier 1 or Tier 2 wire centers. SBC’s wire centers in TEXAS shall be classified as either Tier 1, Tier 2 or Tier 3 as follows:</u> Dark Fiber Transport Declassification</p>	5.3.2 Dark Fiber Transport Declassification	The CLEC Coalition’s language is most consistent with the Arbitrator’s Report.



**Attachment III.A Part 6 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 27		5.3.2.1 <u>SBC</u> shall provide CLEC with access to UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers, as set forth in Section 5.3.2.5 (A), (B) and (C), below. As such <u>SBC</u> must provide UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE Dedicated Transport Dark Fiber on such route(s).	SBC's language is not consistent with the Arbitrator's Report.
CC UNE 27		5.3.2.2 Effect on Embedded Base. Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as a UNE under this Agreement, <u>SBC</u> will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 1.2.5 "Notice and Transition Procedure," and at the end of the 30-day notice period under that Section, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of <u>SBC</u> .	SBC's language is not consistent with the Arbitrator's Report.
CC UNE 27		5.3.2.3 Products provided by <u>SBC</u> in conjunction with UNE Dedicated Transport Dark Fiber , if any, shall also be subject to termination under this Section where such fiber is Declassified.	SBC's language is not consistent with the Arbitrator's Report.

Attachment III.A Part 6 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 27		5.3.2.4 The Parties agree that activity by <b>SBC</b> under this Section 5.3.2 shall not be subject to the Network Disclosure Rules.	SBC's language is consistent with the Arbitrator's Report.
CC UNE 27		5.3.2.5 Wire Center "Tiers"	
CC UNE 27	(A) Tier 1 wire centers are those SBC wire centers that contain at least four fiber-based collocators, at least 38,000 business line, 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 CLECs.	(A) Tier 1 wire centers are those SBC wire centers that contain at least four fiber-based collocators, at least 38,000 business line, 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 CLECs. <b>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.</b>	SBC's language is most consistent with the Arbitrator's Report.
CC UNE 27	(B) Tier 2 wire centers are those SBC wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.	(B) Tier 2 wire centers are those SBC wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both. <b>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.</b>	SBC's language is most consistent with the Arbitrator's Report.
CC UNE 27	(C) Tier 3 wire centers are those SBC wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.	(C) Tier 3 wire centers are those SBC wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.	No dispute.
	<u>5.4. Loop Dark Fiber</u>	<b>5.4. See SBC'S PROPOSED "EMBEDDED BASE RIDER.]</b>	SBC's language is consistent for Section 251 loop dark fiber. The CLEC Coalition's language is consistent for 271 loop dark fiber.

**Attachment III.A Part 6 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
	<u>5.4.1 SBC MISSOURI will provide loop dark fiber segment that is considered "spare" as defined in Sections ___ and ___ below. Loop dark fiber is a dedicated transmission facility between a distribution frame (or its equivalent) in an SBC MISSOURI central office and the loop demarcation point at an end user premise. SBC MISSOURI will offer loop dark fiber to CLEC when CLEC has collocation space in the SBC MISSOURI CO where the requested loop dark fiber terminates.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
	<u>5.4.2 Upon receipt of a complete and correct Sub-loop Access Application, SBC MISSOURI shall provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs to be incurred to fulfill the SCA on a Time and Materials basis. CLEC agrees to pay SBC MISSOURI appropriate rates for the engineering and other associated costs performed when CLEC submits a request to provide a written estimate for sub-loop(s).</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
	5.4.3 Spare Fiber Inventory Availability and Condition	<b>5.4.3 Spare Fiber Inventory Availability and Condition</b>	No apparent dispute.
CC UNE 27	5.4.3.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for SBC MISSOURI's forecasted growth, defective fibers, or fibers subscribed to by other carriers assigned fibers. CLEC will not obtain any more than 25% of the spare dark fiber contained in the requested segment, during any two-year period.	5.4.3.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for forecasted growth, defective fibers, or assigned fibers. CLEC will not obtain any more than 25% of the spare dark fiber contained in the requested segment, during any two-year period.	SBC's language is most consistent with the Arbitrator's Report.
CC UNE 27	5.4.3.2 Determining Spare Fibers:	5.4.3.2 Determining Spare Fibers:	No dispute.
CC UNE 27	5.4.3.2.1 SBC MISSOURI will inventory dark fibers. Spare fibers do not include the following:	5.4.3.2.1 SBC MISSOURI will inventory dark fibers. Spare fibers do not include the following:	No dispute.
CC UNE 27	5.4.3.2.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:	5.4.3.2.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:	No dispute.

**Attachment III.A Part 6 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 27	▪ Cables with 24 fibers and less: two maintenance spare fibers	▪ Cables with 24 fibers and less: two maintenance spare fibers	No dispute.
CC UNE 27	▪ Cables with 36 and 48 fibers: four maintenance spare fibers	▪ Cables with 36 and 48 fibers: four maintenance spare fibers	No dispute.
CC UNE 27	▪ Cables with 72 and 96 fibers: eight maintenance spare fibers	▪ Cables with 72 and 96 fibers: eight maintenance spare fibers	No dispute.
CC UNE 27	▪ Cables with 144 fibers: twelve maintenance spare fibers	▪ Cables with 144 fibers: twelve maintenance spare fibers	No dispute.
CC UNE 27	▪ Cables with 216 fibers: 18 maintenance spares	▪ Cables with 216 fibers: 18 maintenance spares	No dispute.
CC UNE 27	▪ Cables with 288 fibers: 24 maintenance spares	▪ Cables with 288 fibers: 24 maintenance spares	No dispute.
CC UNE 27	▪ Cables with 432 fibers: 36 maintenance spares	▪ Cables with 432 fibers: 36 maintenance spares	No dispute.
CC UNE 27	▪ Cables with 864 fibers: 72 maintenance spares.	▪ Cables with 864 fibers: 72 maintenance spares.	No dispute.
CC UNE 27	5.4.3.2.2 Defective fibers. Defective dedicated transport dark fiber, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.	5.4.3.2.2 Defective fibers. Defective dedicated transport dark fiber, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.	No dispute.
CC UNE 27	5.4.3.2.2.1 SBC MISSOURI growth fibers. Fibers documented as reserved by SBC MISSOURI for utilization for growth within the 12 month-period following the carrier's request.	5.4.3.2.2.1 SBC MISSOURI growth fibers. Fibers documented as reserved by SBC MISSOURI for utilization for growth within the 12 month-period following the carrier's request.	No dispute.
		<b>5.4.3.2.2.2 Assigned fibers. Dedicated transport dark fiber with SBC MISSOURI or other CLEC working or pending optronics installations.</b>	SBC's language is consistent with the Arbitrator's Report.
CC UNE 27	5.4.4 The appropriate SBC MISSOURI engineering organization will maintain records on each fiber optic cable for which CLEC requests dark fiber.	5.4.4 The appropriate SBC MISSOURI engineering organization will maintain records on each fiber optic cable for which CLEC requests <b>dedicated transport</b> dark fiber.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 27	5.4.5 Quantities and Time Frames for ordering Dark Fiber:	5.4.5 Quantities and Time Frames for ordering Dark Fiber:	No dispute.

Attachment III.A Part 6 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 27	5.4.5.1 The minimum number of fiber strands that CLEC can order is one, and fiber strands must be ordered on a strand-by-strand basis. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8 strands in a given location, SBC MISSOURI will provide the remaining spares one strand at a time and no more than a quantity of 2 strands.	5.4.5.1 The minimum number of <b>dedicated transport dark</b> fiber strands that CLEC can order is one, and fiber strands must be ordered on a strand-by-strand basis. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8 strands in a given location, SBC MISSOURI will provide the remaining spares one strand at a time and no more than a quantity of 2 strands.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 27	5.4.5.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point-to-point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as set forth in the Appendix Pricing.	5.4.5.2 If CLEC wishes to request <b>dedicated transport</b> dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point-to-point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as set forth in the Appendix Pricing.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 27	5.4.5.3 If spare dark fiber is available, as determined under this Agreement, SBC MISSOURI will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber.	5.4.5.3 If spare <b>dedicated transport</b> dark fiber is available, as determined under this Agreement, SBC MISSOURI will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 27	5.4.5.4 <u>Dark</u> fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities will be assigned. The charges are set forth in the Pricing Appendix.	5.4.5.4 <b>Dedicated transport dark</b> fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities will be assigned. The charges are set forth in the Pricing Appendix.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 27	5.4.6 <u>Right of Revocation of Access to Dark Fiber</u>	5.4.6 <u>Right of Revocation of <b>Dedicated Transport</b> Dark Fiber</u>	The CLEC Coalition's language is most consistent with the Arbitrator's Report.

Attachment III.A Part 6 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
		<p>5.4.6.1 Right of revocation of access to Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in Section 1.2.5 of this Attachment. For clarification purposes, SBC MISSOURI' right of revocation of access under this Section 5.4.6.1 applies even when the affected dedicated transport dark fiber remains a Lawful UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 5.4.6.</p>	SBC's language is not consistent with the Arbitrator's Report.
CC UNE 27	<p>5.4.6.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date SBC MISSOURI provided the fiber(s), SBC MISSOURI may revoke CLEC's access to dark fiber and recover those fiber facilities and return them to SBC MISSOURI inventory. SBC MISSOURI may invoke this right by providing 10 days written notice to CLEC that SBC MISSOURI is reclaiming the fibers.</p>	<p>5.4.6.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date SBC MISSOURI provided the fiber(s), SBC MISSOURI may revoke CLEC's access to <b>the dedicated transport</b> dark fiber and recover those fiber facilities and return them to SBC MISSOURI inventory. SBC MISSOURI may invoke this right by providing 10 days written notice to CLEC that SBC MISSOURI is reclaiming the fibers.</p>	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 27	<p>5.4.6.3 SBC MISSOURI may reclaim from the CLEC's the right to use dark fiber, whether or not the dark fiber is being utilized by CLEC, upon twelve (12) months' written notice to CLEC. SBC MISSOURI will provide an alternative facility for the CLEC with the same bandwidth CLEC was using prior to reclaiming the facility. SBC MISSOURI must also demonstrate to CLEC that the dark fiber will be needed to meet SBC MISSOURI's bandwidth requirements within the 12 months following the revocation.</p>	<p>5.4.6.3 SBC MISSOURI may reclaim from the CLEC's the right to use <b>dedicated transport</b> dark fiber, whether or not the dark fiber is being utilized by CLEC, upon twelve (12) months' written notice to CLEC. SBC MISSOURI will provide an alternative facility for the CLEC with the same bandwidth CLEC was using prior to reclaiming the facility. SBC MISSOURI must also demonstrate to CLEC that the <b>dedicated transport</b> dark fiber will be needed to meet SBC MISSOURI's bandwidth requirements within the 12 months following the revocation.</p>	The CLEC Coalition's language is most consistent with the Arbitrator's Report.

Attachment III.A Part 6 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 27	5.4.7 <u>Access Methods specific to Dark Fiber</u>	5.4.7 <u>Access Methods specific to Unbundled Dedicated Transport Dark Fiber</u>	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 27	5.4.7.1 At SBC MISSOURI central offices' the dark fiber terminates on a fiber distribution frame, or equivalent, in the central office. CLEC's access is provided through an approved collocation access. CLEC may collocate, providing collocation application and associated criteria are met, when seeking interconnection. The only method of access for placing equipment for Dark fiber is collocation, as set forth in Section 15.3.1 above.		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 27	5.4.7.2 The demarcation point for dedicated transport dark fiber at central offices, remote terminals and customer premises will be in an SBC MISSOURI approved splitter shelf. This arrangement allows for non-intrusive testing.	5.4.7.2 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an SBC MISSOURI approved splitter shelf. This arrangement allows for non-intrusive testing.	No apparent dispute.
CC UNE 27	5.4.7.3 At central office's dark fiber terminates on a fiber distribution frame, or equivalent in the central office.	5.4.7.3 At central office's dark fiber terminates on a fiber distribution frame, or equivalent in the central office.	No dispute.
CC UNE 27	5.4.8 <u>Installation and Maintenance for Dark Fiber</u>	5.4.8 <u>Installation and Maintenance for Dark Fiber</u>	No dispute.
CC UNE 27	5.4.8.1 SBC MISSOURI will install demarcations and place the fiber jumpers from the fiber distribution frame, or equivalent, optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.	5.4.8.1 SBC MISSOURI will install demarcations and place the fiber jumpers from the fiber distribution frame, or equivalent, to the demarcation point. CLEC will run its fiber jumpers from the demarcation point to the CLEC equipment.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 27	5.4.8.2 <u>Routine Network Modifications for Unbundled Dark Fiber Loops Provided Under Section 271 and for Unbundled Dark Fiber Transport Provided Under Section 251 or Section 271</u>	5.4.8.2 <b>Routine Network Modifications for Unbundled Dedicated Transport Dark Fiber</b>	The CLEC Coalition's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 6 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 27	5.4.8.2.1 SBC MISSOURI shall make routine network modifications to <u>unbundled</u> Dedicated Transport Dark Fiber <u>and loop dark fiber</u> facilities used by CLEC for the provision of telecommunication services where the requested Dedicated Transport Dark Fiber <u>or loop dark fiber</u> facilities have already been constructed. SBC MISSOURI shall perform routine network modifications to <u>unbundled</u> Dedicated Transport Dark Fiber <u>and loop dark fiber</u> in a nondiscriminatory fashion, without regard to whether the <u>UNE</u> Dedicated Transport Dark Fiber <u>or loop dark fiber</u> being accessed was constructed on behalf, or in accordance with the specifications, for CLEC .	5.4.8.2.1 SBC MISSOURI shall make routine network modifications to <u>UNE</u> Dedicated Transport Dark Fiber facilities used by CLEC for the provision of telecommunication services where the requested <u>UNE</u> Dedicated Transport Dark Fiber facilities have already been constructed. SBC MISSOURI shall perform routine network modifications to <u>UNE</u> Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether the Dedicated Transport Dark Fiber being accessed was constructed on behalf, or in accordance with the specifications, for CLEC . <b>See SBC'S "EMBEDDED BASE RIDER FOR DARK FIBER LOOPS.</b>	
		5.4.8.2.2 SBC MISSOURI shall make routine network modifications to Lawful UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Lawful UNE Dedicated Transport Dark Fiber facilities have already been constructed. SBC MISSOURI shall perform routine network modifications to Lawful UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether such fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.	Except for "lawful" , SBC's language is consistent with the Arbitrator's Report.



Attachment III.A Part 6 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 27	5.4.8.2.3 A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting telecommunications carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dedicated transport dark fiber (i.e., optronics), and SBC MISSOURI is not obligated to perform those activities for a requesting telecommunications carrier.	5.4.8.2.3 A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting telecommunications carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and SBC MISSOURI is not obligated to perform those activities for a requesting telecommunications carrier.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 27	<u>5.5 Conversion or Repricing of Declassified Dark Fiber Loops and Transport During the Transition Period.</u>	<b>5.5 See "Remand Order Embedded Base Temporary Rider"]</b>	The CLEC Coalition's language is consistent with the Arbitrator's Report to the extent it supplements the Remand Order Embedded Base Temporary Rider. SBC's language is consistent with the Arbitrator's Report for Section 251 elements.
CC UNE 27	<u>5.5.1 In its TRO Remand Order, the FCC determined that all dark fiber loops shall be Declassified and that dark fiber dedicated transport shall be Declassified on those routes where both SBC wire centers are classified as either Tier 1 or Tier 2. As a result, SBC MISSOURI shall not be required to provide and CLEC shall not order such Declassified dark fiber loop and/or dark fiber transport as Section 251 UNEs. SBC MISSOURI shall continue to provide any existing Section 251 unbundled dark fiber loops and any existing Declassified dark fiber transport circuits for a transition period of 18 months from March 11, 2005. At the expiration of that transition period, if CLEC has not submitted an LSR or ASR, as applicable, to SBC MISSOURI requesting disconnection or conversion of the Declassified dark fiber loops and/or Declassified dark fiber transport circuit(s) to a Section 271, special access or other wholesale service, SBC MISSOURI shall convert the Declassified dark fiber loops and/or Declassified dark fiber transport circuit(s) to an analogous access service, if available, or if no analogous access service is available, to such other service</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

**Attachment III.A Part 6 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 27	<u>15.3.17 Dark fiber loop to Collocation</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 27	<u>*15.3.18 Dark fiber loop to Dark fiber transport</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 27	<u>15.4.7 Dark fiber transport to Collocation</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
	<u>*15.4.8 Dark fiber loop to Dark fiber transport</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 27		<b>5.6 Dark Fiber Transport Declassification</b>	SBC's language is not consistent with the Arbitrator's Report.
CC UNE 27		<b>5.6.1 SBC MISSOURI shall provide CLEC with access to Lawful UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such SBC MISSOURI must provide Lawful UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering Lawful UNE Dedicated Transport Dark Fiber on such route(s).</b>	SBC's language is not consistent with the Arbitrator's Report.

Attachment III.A Part 6 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 27		5.6.2 Effect on Embedded Base. Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as Lawful UNEs under this Agreement, SBC MISSOURI will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 "Notice and Transition Procedure," and at the end of the 30-day notice period under that Section, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of SBC MISSOURI.	SBC's language is not consistent with the Arbitrator's Report.
CC UNE 27		5.6.3 Products provided by SBC MISSOURI in conjunction with Lawful UNE Dedicated Transport Dark Fiber , if any, shall also be subject to termination under this Section 14.11 where such fiber is Declassified.	SBC's language is not consistent with the Arbitrator's Report.
CC UNE 27		5.6.4 The Parties agree that activity by SBC MISSOURI under this Section 14.11 shall not be subject to the Network Disclosure Rules.	SBC's language is consistent with the Arbitrator's Report.

**Attachment III.A Part 6 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Wiltel UNE 33	14.3.1 SBC-13STATE shall provide CLEC with nondiscriminatory access to Dedicated Transport Dark Fiber 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 above (e.g., SBC-13STATE must unbundle Dedicated Transport Dark Fiber if a wire center on either end of a requested route is a Tier 3 wire center). At dedicated transport dark fiber segments in such routes, <b>SBC-12STATE</b> will provide a Lawful UNE Dedicated Transport Dark Fiber segment that is considered “spare” as defined in Sections 14.6 and 14.7 below. Lawful UNE Dedicated Transport Dark Fiber is defined as SBC-12STATE dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within SBC-12STATE’s network, connecting SBC-12STATE switches or wire centers within a LATA. SBC-12STATE is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of SBC-12STATE wire centers.	14.3.1 At dedicated transport dark fiber segments in routes <b>that have not been Declassified</b> , SBC-12STATE will provide a Lawful UNE Dedicated Transport Dark Fiber segment that is considered “spare” as defined in Sections 14.6 and 14.7 below. Lawful UNE Dedicated Transport Dark Fiber is defined as SBC-12STATE dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within SBC-12STATE’s network, connecting SBC-12STATE switches or wire centers within a LATA. <b>SBC-12STATE</b> is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of <b>SBC-12STATE</b> wire centers.	Wiltel's language is most consistent with the Arbitrator's Report.
Wiltel UNE 33	14.11 <u>Dark Fiber Transport Reclassification</u>	14.11 <u>Dark Fiber Transport Declassification</u>	SBC's language is most consistent with the Arbitrator's Report.
Wiltel UNE 33	14.11.1 <u>Once both wire centers defining a particular Dedicated Transport Dark Fiber 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 Dedicated Transport Dark Fiber along such route(s) will be required. Upon receiving a request from CLEC for access to Dedicated Transport Dark Fiber in which CLEC certifies that, based upon a reasonably diligent inquiry, CLEC is entitled to unbundled access to Dedicated Transport Dark Fiber 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 Dedicated Transport Dark Fiber, CLEC may not order or otherwise obtain, and CLEC will cease ordering Lawful UNE Dedicated Transport Dark Fiber on such route(s).</u>	14.11.1 <b>SBC-13STATE shall provide CLEC with access to Lawful UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such SBC-13STATE must provide Lawful UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering Lawful UNE Dedicated Transport Dark Fiber on such route(s).</b>	Wiltel's language is most consistent with the Arbitrator's Report.

Attachment III.A Part 6 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Wiltel UNE 33	14.11.2 Effect on Embedded Base. Upon reclassification of <u>route(s)</u> as they apply to the availability of unbundled Dedicated Transport Dark Fiber in accordance with this Section 14.11, Dedicated Transport Dark Fiber 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," and at the end of the 30-day notice period under that Section, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of SBC-12STATE.	14.11.2 Effect on Embedded Base. Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as Lawful UNEs under this Agreement, <b>SBC-13STATE</b> will provide written notice to CLEC of such <b>Declassification</b> , and proceed in accordance with Section 2.5 "Notice and Transition Procedure," and at the end of the 30-day notice period under that Section, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of SBC-12STATE.	Neither parties language is consistent with the Arbitrator's Report.
Wiltel UNE 33	14.11.3 Products provided by SBC-12STATE in conjunction with Lawful UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section 14.11 where such fiber is <u>no longer available in accordance with this Section 14.11.</u>	14.11.3 Products provided by SBC-12STATE in conjunction with Lawful UNE Dedicated Transport Dark Fiber , if any, shall also be subject to termination under this Section 14.11 where such fiber is <b>Declassified</b> .	Wiltel's language is most consistent with the Arbitrator's Report.
AT&T Rider 6	None.	5. In entering into this Rider, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Rider) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review: <i>Verizon v. FCC, et. al</i> , 535 U.S. 467 (2002); <i>USTA, et. al v. FCC</i> , 290 F.3d 415 (D.C. Cir. 2002) (" <i>USTA I</i> ") and following remand and appeal, <i>USTA v. FCC</i> , 359 F.3d 554 (D.C. Cir. 2004) (" <i>USTA II</i> "); the FCC's 2003 Triennial Review Order and 2005 Triennial Review Remand Order; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Red 9151 (2001), (rel. April 27, 2001), which was remanded in <i>H</i>	SBC's language is consistent with the Arbitrator's Report.