

Attachment III.A Part 8 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 50	2.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps <u>and 1.544 Mbps</u> subloop transport.		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 50	3.3 <u>2-wire or 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.</u>	3.3 Lawful UNE xDSL Subloop is as defined in the Line Sharing, Line Splitting and xDSL Appendix and will be available to CLEC in SBC MISSOURI in those instances where CLEC has an approved and effective Line Sharing, Line Splitting and xDSL Appendix as a part of this Agreement. In addition to the provisions set forth in the Line Sharing, Line Splitting and xDSL Appendix, the Lawful UNE xDSL Subloop is subject to the Lawful UNE subloop terms and conditions set forth in this Appendix, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix pricing. If there is a conflict between the provisions set forth in the Line Sharing, Line Splitting and xDSL Appendix as to the Lawful UNE xDSL Subloop and the Lawful UNE subloop provisions set forth in this Appendix, the Lawful UNE subloop provisions set forth in this Appendix shall control.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.

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CC UNE 50	<p><u>3.6 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user capacity up to 144 Kbps.</u></p>	<p>3.4 As no other type of Subloop constitutes a Lawful UNE subloop, SBC MISSOURI is not obligated under this Section 251/252 Agreement to provide any other type of subloop. CLEC shall not request such subloops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and SBC MISSOURI provides a subloop(s) that is not described or provided for in this Agreement, SBC MISSOURI may, at any time, even after the subloop(s) has been provided to CLEC, discontinue providing such subloop(s) (including any combination(s) including the subloop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC MISSOURI to refuse to provide, including if SBC MISSOURI provides or continues to provide access to such subloop(s) (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall</p>	<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report.</p>
CC UNE 50	<p><u>6.0 High Capacity Subloops:</u></p>		<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report.</p>

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 50	<u>6.1 Access to terminals for DS1 and DS3 high capacity subloops is defined to include, but is not limited to:</u>		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 50	<u>6.1.1 any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises).</u>		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 50	<u>6.1.2 the Remote Terminal (RT).</u>		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 50	<u>6.1.3 the Terminal (underground or aerial).</u>		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 50	<u>6.2 CLEC may obtain access to the DS1 or DS3 high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT) when CLEC is providing narrowband services.</u>		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 50	<u>6.3 CLEC may obtain access to DS1, DS3 and OCN high-capacity Inside Wire Subloops at any technically feasible point at the multitenant building/property.</u>		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 50	<u>7.0 Unbundled DS1 and DS3 subloops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the other terms and conditions of this Agreement, including but not limited to Section of Attachment 6.</u>		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 51	2.6 "Inside Wire Subloop" is defined for purposes of this Appendix as all loop plant owned or controlled by SBC MISSOURI at a multiunit customer premises	2.6 "Inside Wire Subloop" is defined for purposes of this Appendix as all loop plant owned or controlled by SBC MISSOURI at a	The CLEC Coalition's language is most consistent with the Arbitrator's Report.

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CC UNE 51	between the minimum point of entry as defined in §	multiunit customer premises between the	The CLEC Coalition's language
CC UNE 52	3.7 <u>Inside Wire Subloops using fiber. With respect to</u> CLEC's request for unbundled subloops within multi-	None.	The CLEC Coalition's language is most consistent
Navigator UNE 9	3.2 The UNE Network Interface Device (NID) is a cross-connect 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 contains the appropriate and accessible connection points or posts to which the service provider and the end user customer each make its connections. The UNE Network Interface Device (NID) is defined as any means of interconnection of End User premises wiring to SBC MISSOURI' distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the UNE NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the <u>premises owner, except in those multi-unit tenant properties where SBC MISSOURI owns and maintains control over inside wire within a building or on a property up to the NID, maintenance and control of the End User's inside wiring (i.e., on the</u>	3.2 The Lawful UNE Network Interface Device (Lawful NID) is a cross-connect used to connect loop facilities to inside wiring. The fundamental function of the Lawful NID is to establish the official network demarcation point between a carrier and its end user customer. The Lawful NID contains the appropriate and accessible connection points or posts to which the service provider and the end user customer each make its connections. The Lawful UNE Network Interface Device (NID) is defined as any means of interconnection of End User premises wiring to SBC MISSOURI' distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the Lawful UNE NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the Lawful NID) is under the control of the End User . Conflicts between telephone service providers for access to the End User's inside wire must be <u>resolved by the End User. Disputes to be</u>	Navigator's language is most consistent with the Arbitrator's Report.
CC UNE 53	10.3 <u>Upon request by CLEC, SBC MISSOURI will</u>	None	This issue is resolved.

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
	<p><u>provide all necessary Serving Area information for a specified SAI/FDI or terminal. Information provided will include the Street Address ranges of the end user properties served out of the designated SAI or terminal, locations of equipment on distribution facility including terminal repeaters, and load coils, and any other information agreed to be necessary by both CLEC and SBC MISSOURI.</u></p>		

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 54	<p>11.1.5 Exhausted termination points in a SAI/FDI. <u>SBC MISSOURI will notify CLEC within two (2) business days if a Subloop termination CLEC has requested to a SAI/FDI is “exhausted.” For purposes of this Section 13.1.5, “exhausted” means that an SAI/FDI’s termination points are all terminated to assignable cable pairs. SBC MISSOURI may choose to increase capacity of the SAI/FDI by the method of it’s choice. If SBC MISSOURI chooses to increase capacity, it will so notify CLEC within ten (10) business days of the date on which CLEC requested the Subloop termination and will include in the notice SBC MISSOURI’ written estimate of the construction, labor, materials and related provisioning costs on a Time and Materials basis. CLEC shall not be billed for the cost of increasing capacity, but only for its Sub-loop Access Arrangement. Construction of the increased capacity and the Sub-Loop Access Arrangement will begin as provided for in Section 12.9.</u></p>	<p>11.1.5 Exhausted termination points in a SAI/FDI , for which the CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing the CLEC to terminate it’s cable at the SAI/FDI.</p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
	<p>11.1.6 Exhausted Termination Points in a Terminal. <u>SBC MISSOURI will notify CLEC within two (2) business days if a Subloop termination CLEC has requested to a Terminal is “exhausted.” For purposes of this Section 11.1.6, “exhausted” means that</u> Terminal’s termination points are all terminated to assignable cable pairs. SBC MISSOURI may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities. <u>If SBC MISSOURI chooses to increase capacity, it will so notify CLEC within ten (10) business days of the date on which CLEC requested the Subloop termination and will include in the notice SBC MISSOURI’s written estimate of the construction, labor, materials and related provisioning costs on a Time and Materials basis. CLEC shall not be billed for the cost of increasing capacity or constructing an adjacent termination facility, but only for its Sub-Loop Access Arrangement. Construction of the increased capacity or adjacent termination facility and the Sub-Loop Access Arrangement will begin as provided for in Sect</u></p>	<p>11.1.6 Exhausted Termination Points in a Terminal. When a Terminal’s termination points are all terminated to assignable cable pairs. SBC MISSOURI may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities. for which the CLEC will be charged.</p>	<p>SBC’s language is consistent with the Arbitrator's Report.</p>
CC UNE 54	11.1.6		

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
MCI UNE 7	2.15 <u>Intentionally Omitted.</u>	2.15 The Parties intend that this Appendix Lawful UNEs contains the sole and exclusive terms and conditions by which MCI _m will obtain Lawful UNEs from SBC MISSOURI. Accordingly, except as may be specifically permitted by this Appendix Lawful UNEs, and then only to the extent permitted, MCI _m and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis or in combination with other UNEs, Lawful or otherwise), with a network element possessed by MCI _m (or pursuant to Commingling or otherwise) directly from any SBC MISSOURI tariff, to the extent such tariff(s) is/are available, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC MISSOURI to enforce the foregoing (including if SBC MISSOURI fails to reject or otherwise block orders for or provides or continues to	MCI's language is most consistent with the Arbitrator's Report.
MCI UNE 7			

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Wiltel UNE 20	2.20 None	2.20 The Parties intend that this Appendix Lawful UNEs contains the sole and exclusive terms and conditions by which CLEC will obtain Lawful UNEs from SBC-13STATE. Accordingly, except as may be specifically permitted by this Appendix Lawful UNEs, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any SBC-13STATE tariff, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, leases, or similar concepts in other	Wiltel's language is most consistent with the Arbitrator's Report.

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
MCI UNE 8	<p>4.2.4 MCI may elect to access SBC MISSOURI's Lawful unbundled Network Elements through Physical Collocation arrangements. <u>MCI may also access unbundled loops without purchasing collocation from SBC MISSOURI, or access via a third party, when MCI purchases contiguous unbundled Network Elements or service from SBC MISSOURI, regardless of whether the unbundled Network Elements are already assembled or MCI combines the elements.</u></p>	<p>4.2.4 MCI may elect to access SBC MISSOURI's Lawful unbundled Network Elements through Physical Collocation arrangements.</p>	<p>Except for "lawful", SBC's language is most consistent with the Arbitrator's Report.</p>

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Navigator UNE 11	SBC MISSOURI must provide timely access to unbundled loops offered under the terms of this agreement. SBC MISSOURI' timeliness will be measured as required by the provisions in Appendix: Performance Measurements. <u>(i.e., the lesser of three days or the standard interval offered by SBC MISSOURI to its retail customers).</u> Notwithstanding the provisions set forth in the Performance Measurements section of the Agreement, if SBC MISSOURI is unable to provide timely access to unbundled loops (including causes due to lack of efficient processes or systems) and if SBC MISSOURI has established, or can establish via routine network modifications, broadband connectivity to the customer premise, then SBC MISSOURI must provide timely access to a broadband loop (including all of the functions, features, and capabilities of the broadband loop until such time as access to the unbundled loop is	SBC MISSOURI must provide timely access to unbundled loops offered under the terms of this agreement. SBC MISSOURI' timeliness will be measured as required by the provisions in Appendix: Performance Measurements.	SBC's language is most consistent with the Arbitrator's Report.

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Sprint UNE 4	2.7 SBC-13STATE will provide CLEC nondiscriminatory access to Lawful UNEs (Act, Section 251(c)(3), 47 C.F.R. § 51.307 – § <u>51.315</u>) <u>including but not limited to:</u>	2.7 SBC-13STATE will provide CLEC nondiscriminatory access to Lawful UNEs (Act, Section 251(c)(3) Act , 47 C.F.R. § 51.307(a):	Sprint's language is most consistent with the Arbitrator's Report.
Sprint UNE 4	2.7.9 Except upon request of CLEC, SBC-13STATE shall not separate CLEC-requested Lawful UNEs that SBC-13STATE currently combines (47 C.F.R. § 51.315(b)). SBC-13STATE is not prohibited from or otherwise limited in separating any Lawful UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a Lawful UNE(s) or other SBC-13STATE offering(s).	2.7.9 Except upon request of CLEC, SBC-13STATE shall not separate CLEC-requested Lawful UNEs that SBC-13STATE currently combines (47 C.F.R. § 51.315(b)) SBC-13STATE is not prohibited from or otherwise limited in separating any Lawful UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a Lawful UNE(s) or other SBC-13STATE offering(s).	Sprint's language is most consistent with the Arbitrator's Report.

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Sprint UNE 4	<u>2.7.12 SBC-13STATE shall not deny access to an unbundled network element or a combination of unbundled network elements on the grounds that one or more of the elements: (1) Is connected to, attached to, linked to, or combined with, a facility or service obtained from an incumbent LEC; or (2) Shares part of the incumbent LEC's network with access services or inputs for mobile wireless services and/or interexchange services. (47.C.F.R. §51.309(g)).</u>		Sprint's language is consistent with the Arbitrator's Report.

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Sprint UNE 7	8.6.5 This Agreement does not require SBC-13STATE to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility that never had TDM capability or to build time division multiplexing capability into new packet-based networks; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based features, functions and capabilities; nor does this Agreement prohibit SBC-13STATE from upgrading a customer from a TDM-based service to a packet switched or packet transmission service, or removing copper loops or subloops from the network, provided SBC-13STATE complies with the copper loop or copper subloop retirement rules in 47 C.F.R. § 51.319(a)(3)(iii); § 51.319(a)(3)(iv); § 51.325 - § 51.335.	8.6.5 This Agreement does not require SBC-13STATE to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility that never had TDM capability or to build time division multiplexing capability into new packet-based networks; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based features, functions and capabilities; to deploy TDM voice grade transmission capacity into new or existing networks that never had TDM capability; nor does this Agreement prohibit SBC-13STATE from upgrading a customer from a TDM-based service to a packet switched or packet transmission service, or removing copper loops or subloops from the network, provided SBC-13STATE complies with the copper loop or copper subloop retirement rules in 47 C.F.R. § 51.319(a)(3)(iii); § 51.319(a)(3)(iv); § 51.325 - § 51.335.	SBC's language is most consistent with the Arbitrator's Report.

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Wiltel UNE 5	2.15.2 In the event that SBC-13STATE denies a request to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC, SBC-13STATE shall provide <u>immediate</u> written notice to CLEC of such denial and a <u>reasonable description</u> of the basis thereof. <u>In the event CLEC disputes SBC-13STATE's denial and such denial is based upon one or more reasons set forth in Section 2.15.5 below, then CLEC may petition the Commission for resolution without first using the dispute resolution procedures set forth herein.</u> Any <u>other</u> dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, SBC-13STATE shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders	2.15.2 In the event that SBC-13STATE denies a request to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC, SBC-13STATE 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-13STATE shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, <i>Verizon Comm. Inc.</i> and the Agreement, including Section 2.15 of this Appendix.	SBC's language is most consistent with the Arbitrator's Report.
Wiltel UNE 9	2.16.7 Nothing contained in this Appendix or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects SBC-13STATE's ability to enforce any tariff, provision(s), including those providing for early termination liability or similar charges, <u>except that notwithstanding the foregoing, in no event shall SBC-13STATE charge CLEC any un-tariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time.</u>	2.16.7 Nothing contained in this Appendix or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects SBC-13STATE'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 most consistent with the Arbitrator's Report.

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Wiltel UNE 9			
Wiltel UNE 19	2.18 Where processes for any Lawful UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or will develop and implement processes, subject to any associated rates, terms and conditions <u>as negotiated between the Parties</u> . The Parties will comply with any applicable Change Management guidelines.	2.18 Where processes for any Lawful UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), 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.

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Subpoint H: Ordering and Provisioning -- UNE			
Navigator UNE O&P 1	1.4 CLEC may order, and SBC MISSOURI will fill orders, for combinations of Unbundled Network Elements, as defined in Attachment 6. Combinations of Unbundled Network Elements may be requested by a CLEC from 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,</u> subject to the other provisions of the Agreement, including without limitation the requirements of FCC Rule 51.318(b), 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.). 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	1.4 CLEC may order, and SBC MISSOURI will fill orders, for specified combinations of Lawful Unbundled Network Elements, 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 Lawful UNE . Subject to the other provisions of the Agreement, including without limitation the requirements of FCC Rule 51.318(b), 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.). In accordance with the Change Management Process, SBC MISSOURI agrees to provide	SBC's language is most consistent with the Arbitrator's Report.

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Navigator UNE O&P 2	<p>1.5 For all Unbundled Network Elements and Combinations ordered under this Agreement, SBC MISSOURI will provide pre-order, ordering and provisioning services equal in quality and speed (speed to be measured from the time SBC MISSOURI receives the service order from CLEC) to the services SBC MISSOURI provides to its end users for an equivalent service. When UNEs are ordered in combination, <u>for example, loop and switch port</u>, the service must be supported by all the functionalities provided to SBC MISSOURI's local exchange service customers. This will include but is not limited to, <u>MLT testing</u>, Dispatch scheduling, and Real time Due Date assignment. The ordering and provisioning to support these services will be provided in an efficient manner which meets the performance SBC MISSOURI achieves when providing the equivalent end user services to an end user.</p>	<p>1.5 For all Lawful Unbundled Network Elements and Lawful UNE Combinations ordered under this Agreement, - MISSOURI will provide pre-order, ordering and provisioning services equal in quality and speed (speed to be measured from the time SBC MISSOURI receives the service order from CLEC) to the services SBC MISSOURI provides to its end users for an equivalent service. When Lawful UNEs are ordered in combination the service must be supported by all the functionalities provided to SBC MISSOURI's local exchange service customers. This will include but is not limited to, Dispatch scheduling, and Real time Due Date assignment. The ordering and provisioning to support these services will be provided in an efficient manner which meets the performance metrics SBC MISSOURI achieves when providing the equivalent end user services to an end user.</p>	<p>Navigator's language is most consistent with the Arbitrator's Report.</p>

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Navigator UNE O&P 2	<p>1.7.2 Customer Specific Unbundled Network Elements are Unbundled Network Elements provided by SBC MISSOURI to CLEC that are used to provide a Telecommunications Service to a single CLEC Customer. Customer Specific Unbundled Network Elements include, but are not limited to, the Local Loop, <u>Local Switching and any combination thereof (e.g. local loop and switch port)</u>. The customer specific provisioning order, based upon OBF LSR forms, will be used in ordering and provisioning Customer Specific unbundled Network Elements. SBC MISSOURI agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Element Form (formerly Loop Service form) <u>and Switch Element Form (formerly Port Form)</u> developed by the OBF.</p>	<p>1.7.2 Customer Specific Lawful Unbundled Network Elements are Lawful Unbundled Network Elements provided by SBC MISSOURI to CLEC that are used to provide a Telecommunications Service to a single CLEC Customer. Customer Specific Lawful Unbundled Network Elements include, but are not limited to, the Local Loop. The customer specific provisioning order, based upon OBF LSR forms, will be used in ordering and provisioning Customer Specific Lawful unbundled Network Elements. SBC MISSOURI agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Element Form (formerly Loop Service form) developed by the OBF.</p>	<p>Navigator's language is most consistent with the Arbitrator's Report.</p>

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Navigator UNE O&P 2	<p><u>1.9 SBC MISSOURI will provide CLEC, upon request and not more than once per quarter, an electronic compare file that will contain the subscriber information stored in the SBC MISSOURI 9-1-1 database for end-user customers served by CLEC through UNE switch ports. CLEC may request that electronic compare files be provided for all of CLEC's UNE switch port customer accounts in SBC MISSOURI (sorted by NPA), or by specific NPA. At CLEC's option, SBC MISSOURI will provide the electronic compare file on diskette, or by e-mail to CLEC. The compare file will be created in accordance with NENA standards on data exchange. Requests for electronic compare files will be processed by SBC MISSOURI within 14 days of receipt of CLEC's request. CLEC will review the electronic compare file(s) for accuracy, and submit any necessary corrections to SBC MISSOURI via the appropriate 911 listing correction process. Should CLEC wish to obtain the 911 compare file more frequently than once per quarter, terms and conditions for such additional access will be mutually agreed by</u></p>	1.8 Intentionally Left Blank	Navigator's language is most consistent with the Arbitrator's Report.

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE O&P 2	5.1 <u>Upon CLEC's request through a Suspend/Restore order, SBC MISSOURI will suspend or restore the functionality of any unbundled Switch Port for any CLEC local service customer. In such instances, all unbundled Network Elements provided by SBC MISSOURI will remain intact. SBC MISSOURI will implement any restoration priority for unbundled Local Switching in a manner that conforms with CLEC requested priorities and any applicable regulatory policy or procedures. The charge for a Suspend/Restore order is reflected in Attachment 6, Appendix Pricing UNE - Schedule of Prices labeled "Service Order Charges - Unbundled Element."</u>	1.9 Intentionally Left Blank	Navigator's language is most consistent with the Arbitrator's Report.
Navigator UNE O&P 2	5.2 <u>SBC MISSOURI will provide to CLEC the functionality of blocking calls (e.g., 900, international calls, and third party or collect calls) by line or trunk to the extent that SBC MISSOURI provides such blocking capabilities to its customers and to the extent required by law.</u>	5.1 Intentionally Left Blank	Navigator's language is most consistent with the Arbitrator's Report.
Navigator UNE O&P 2	5.3 <u>When ordering unbundled Local Switching, CLEC may order from SBC MISSOURI separate interLATA and intraLATA service providers (i.e., two PICs), when available, on a line or trunk basis. SBC MISSOURI will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.</u>	5.2 Intentionally Left Blank	Navigator's language is most consistent with the Arbitrator's Report.

Attachment III.A Part 8 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE O&P 2	5.4 <u>Unless otherwise directed by CLEC, when CLEC orders unbundled Local Switching, SBC MISSOURI will make every attempt to insure that all pre-assigned trunk or telephone numbers currently associated with that Element will be retained. To the extent such losses occur, SBC MISSOURI will work cooperatively with CLEC to remedy such occurrences over time.</u>	5.3 Intentionally Left Blank	Navigator's language is most consistent with the Arbitrator's Report.
Navigator UNE O&P 2	5.4.1 <u>When SBC MISSOURI has initiated a suspension on a SBC MISSOURI end user's account or disconnects an end user for nonpay, SBC MISSOURI will not release the telephone number being used by the end user until such time as the end user's account has been paid in full. Conversely, SBC MISSOURI agrees that when CLEC initiates a suspension on one of their end user's accounts or disconnects their end user for nonpay, SBC MISSOURI will abide by the same provisions regarding telephone number release.</u>	5.4 Intentionally Left Blank	Navigator's language is most consistent with the Arbitrator's Report.
Navigator UNE O&P 2	5.5 <u>SBC MISSOURI will provide order format specifications to CLEC for all services, features, and functions available and for ancillary data required by SBC MISSOURI to provision these services.</u>	5.4.1 Intentionally Left Blank	Navigator's language is most consistent with the Arbitrator's Report.
Navigator UNE O&P 2	5.6 SBC MISSOURI will provide CLEC with standard provisioning intervals for all unbundled Network Elements and combinations as compared to SBC MISSOURI customers for equivalent service. These intervals are found in Attachment 17.	5.5 Intentionally left blank.	Navigator's language is most consistent with the Arbitrator's Report.

Attachment III.A Part 8 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE O&P 2	5.7 <u>For unbundled Local Switching, SBC MISSOURI will update the E911 service provider information and establish primary directory listing, in accordance with Attachment 19: White Pages Listings, appropriate for the unbundled Local Switching from CLEC's service order.</u>	5.6 SBC MISSOURI will provide CLEC with standard provisioning intervals for all Lawful unbundled Network Elements and combinations as compared to SBC MISSOURI customers for equivalent service. These intervals are found in Attachment 17.	Navigator's language is most consistent with the Arbitrator's Report.
Navigator UNE O&P 2	6.2 <u>Upon request from CLEC, SBC MISSOURI will provide an intercept referral message that includes any new telephone number of an CLEC end user for the same period of time that SBC MISSOURI provides such messages for its own end users. CLEC and SBC MISSOURI will agree on the message to be used, which will be similar in format to the intercept referral message currently provided by SBC MISSOURI for its own end users.</u>	5.7 Intentionally Left Blank	Navigator's language is most consistent with the Arbitrator's Report.

Attachment III.A Part 8 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE O&P 2	6.12.1 "Contiguous Network Interconnection of Network Elements" includes, without limitation, the situation when CLEC orders all the SBC MISSOURI Network Elements required to convert a SBC MISSOURI end-user customer or an CLEC resale customer to CLEC Unbundled Network Elements service (a) without any change in features or functionality that was being provided by SBC MISSOURI (or by CLEC on a resale basis) at the time of the order. <u>or (b) with only the change needed to route the customer's operator service and directory assistance calls to the CLEC OS/DA platform via customized routing and/or changes needed in order to change a local switching feature (e.g., call waiting), as appropriate under applicable law. (This section only applies to orders involving customized routing after customized routing has been established to an CLEC OS/DA platform from the relevant SBC MISSOURI local switch, including CLEC's payment of all applicable charges to establish that routing.)</u> There will be no interruption of service to the end-user customer in connection with orders covered by this sec	6.2 Intentionally Left Blank	Navigator's language is most consistent with the Arbitrator's Report.

Attachment III.A Part 8 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE O&P 2	6.13 <u>When CLEC orders Unbundled Local Switching, CLEC may also obtain all installed technically available features and functions from the specified SBC MISSOURI switch (e.g., CLASS, and LASS features).</u>	6.12.1 "Contiguous Network Interconnection of Network Elements" includes, without limitation, the situation when CLEC orders all the SBC MISSOURI Lawful Unbundled Network Elements required to convert a SBC MISSOURI end-user customer or an CLEC resale customer to CLEC Lawful Unbundled Network Elements service (a) without any change in features or functionality that was being provided by SBC MISSOURI (or by CLEC on a resale basis) at the time of the order. There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the SBC MISSOURI local switch. SBC MISSOURI will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve SBC MISSOURI end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.	Navigator's language is most consistent with the Arbitrator's Report.
Navigator UNE O&P 2	& Table within appendix	6.13 Intentionally Left Blank	
Navigator UNE O&P 2	3.5.1 SBC MISSOURI will provide ordering and	3.5.1 SBC MISSOURI will provide ordering	

Attachment III.A Part 8 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE O&P 2	provisioning services to CLEC for unbundled Network Elements Monday through <u>Saturday</u> from 8 a.m. to 5:30 p.m. through the LSC or the LOC as applicable. CLEC may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that SBC MISSOURI provide, Sunday, holiday, and/or additional out-of-hours (other than Monday through <u>Saturday</u> from 8:00 a.m. to 5:30 p.m. (CST), ordering and provisioning services. If CLEC requests that SBC MISSOURI perform such services, SBC MISSOURI will quote, within one (1) business day of the request, a cost-based rate for the number of hours and materials estimated for such services. If CLEC accepts SBC MISSOURI's quote, SBC MISSOURI will perform such services to CLEC in the same manner as it does for itself and will bill CLEC for the actual hours worked and materials used.	and provisioning services to CLEC for Lawful unbundled Network Elements Monday through Friday from 8 a.m. to 5:30 p.m. through the LSC or the LOC as applicable. CLEC may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that SBC MISSOURI provide Saturday , Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8:00 a.m. to 5:30 p.m. (CST), ordering and provisioning services. If CLEC requests that SBC MISSOURI perform such services, SBC MISSOURI will quote, within one (1) business day of the request, a cost-based rate for the number of hours and materials estimated for such services. If CLEC accepts SBC MISSOURI's quote, SBC MISSOURI will perform such services to CLEC in the same manner as it does for itself and will bill CLEC for the actual hours worked and materials used.	Except for "lawful", SBC's language is most consistent with the Arbitrator's Report.

Attachment III.A Part 8 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE O&P 3	6.12 When CLEC orders UNE or UNE Combinations that are currently interconnected and functional, such UNE and UNE Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions, as appropriate under applicable law. This will be known as Contiguous Interconnection of Unbundled Network Elements. There will be no charge for such interconnection, other than the recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge as specified in Attachment 6, Section 14.2.	6.12 When CLEC orders Lawful UNE or Lawful UNE Combinations that are currently interconnected and functional, such Lawful UNE and Lawful UNE Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions, as appropriate under applicable law. This will be known as Contiguous Interconnection of Lawful Unbundled Network Elements. There will be no charge for such interconnection, other than the recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge as specified in Attachment 6, Section 14.2.	Navigator's language is most consistent with the Arbitrator's Report.
Subpoint I: Maintenance – UNE			
Navigator UNE Maint 1	<u>11.3 MLT Testing</u>	None.	Navigator's language is consistent with the Arbitrator's Report.
Navigator UNE Maint 1	<u>SBC MISSOURI agrees to provide access to MLT testing to allow CLEC to test its end user lines for which SBC MISSOURI has combined UNEs, and for end user lines that CLEC has combined UNEs obtained from SBC MISSOURI, as follows:</u>		Navigator's language is consistent with the Arbitrator's Report.

Attachment III.A Part 8 Detailed Language Decision Matrix

DP Issue: Section 3 - UNE

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE Maint 1	<u>11.3.1 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.</u>		Navigator's language is consistent with the Arbitrator's Report.
Navigator UNE Maint 1	<u>11.3.2 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.</u>		Navigator's language is consistent with the Arbitrator's Report.