

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
SUBPOINT A: Interconnection “Within” SBC Missouri’s Network			
AT&T NA 2	1.1 SBC MISSOURI shall permit AT&T to interconnect at any technically feasible point on the SBC MISSOURI network, <u>outside plant facilities, and customer premises</u> . The point(s) where the parties interconnect for the exchange of traffic under this Agreement shall be called a Point of Interconnection (“POI”). Traffic exchanged under this Agreement shall include 251(b)(5) and IntraLATA Toll Traffic <u>(which includes Transit Traffic), Exchange Access Traffic, and Meet Point traffic.</u>	1.1 SBC MISSOURI shall permit AT&T to interconnect at any technically feasible point at a SBC MISSOURI tandem and/or End Office building on the SBC MISSOURI network. The point(s) where the parties interconnect for the exchange of traffic under this Agreement shall be called a Point of Interconnection (“POI”). Traffic exchanged under this Agreement shall include Section 251(b)(5) and IntraLATA Toll, and Meet Point traffic	AT&T's language is most consistent with the Arbitrator's Report.
AT&T NA 4	1.2 <u>At AT&T's sole discretion, AT&T will establish one or more POIs within a LATA in which AT&T offers local exchange service. Where SBC MISSOURI end offices subtend another ILEC's tandem switch for 251(b)(5) traffic, AT&T may, at its discretion, interconnect with SBC MISSOURI for 251(b)(5) traffic via the other ILEC's tandem switch or at the SBC MISSOURI end office.</u>	1.1.0 Types of Points of Interconnection	1.2 AT&T's language is not consistent with the Arbitrator's Report. 1.1.0 SBC's language is consistent with the Arbitrator's Report.

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AT&T NA 4	6.0 <u>The Parties shall deliver over any Local Interconnection Trunk Groups Exchange Trunk Groups groomed for a specific applicable tandem only traffic destined for those publicly-dialable NPA NXX codes served by: (1) end offices that directly subtend the applicable tandem; (2) other SBC MISSOURI end offices that do not normally subtend such tandem, for which calls are routed to that end office on an alternate routing basis; if implemented by SBC MISSOURI and (3) those providers (including, but not limited to CMRS providers, other independent LECs, and CLECs) that directly connect to the applicable tandem. With respect to Subsection 2, SBC MISSOURI will provide to AT&T any alternate routing plan it has developed, so that AT&T may route traffic pursuant to such plan in the event of a network failure or other service affecting event.</u>	1.1.1 The Parties will interconnect their network facilities at a minimum of one AT&T designated Point of Interconnection (POI) within SBC MISSOURI's network in the LATA where AT&T Offers Service.	SBC's language is consistent with the Arbitrator's Report.
AT&T NA 4		1.1.2 A "Single POI" is a single point of interconnection within a LATA on SBC MISSOURI's network that is established to interconnect SBC MISSOURI's network and AT&T's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.	SBC's language is consistent with the Arbitrator's Report.

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AT&T NA 4		1.1.3 The Parties agree that AT&T has the right to choose a Single POI or multiple POIs.	SBC's language is most consistent with the Arbitrator's Report.
AT&T NA 4		1.1.4 When AT&T has established a Single POI (or multiple POIs) in a LATA, AT&T agrees to establish an additional POI:	SBC's language is most consistent with the Arbitrator's Report.
AT&T NA 4		(i) in any SBC MISSOURI TSA separate from any existing POI arrangement when traffic to/from that SBC MISSOURI TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or	SBC's language is consistent with the Arbitrator's Report, although a specific threshold was not established.

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T NA 4		(ii) at an SBC MISSOURI End Office in a local calling area not served by an SBC MISSOURI tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic to/from that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.	SBC's language is consistent with the Arbitrator's Report, although a specific threshold was not established.
AT&T NA 4		1.1.5 The additional POI(s) will be established within 90 days of notification that the threshold has been met.	SBC's language is consistent with the Arbitrator's Report.
AT&T NA 5	<u>1.2 At AT&T's sole discretion, AT&T will establish one or more POIs within a LATA in which AT&T offers local exchange service. Where SBC MISSOURI end offices subtend another ILEC's tandem switch for 251(b)(5) traffic, AT&T may, at its discretion, interconnect with SBC MISSOURI for 251(b)(5) traffic via the other ILEC's tandem switch or at the SBC MISSOURI end office.</u>	1.1 SBC MISSOURI shall permit AT&T to interconnect at any technically feasible point at a SBC MISSOURI tandem and/or End Office building on the SBC MISSOURI network. The point(s) where the parties interconnect for the exchange of traffic under this Agreement shall be called a Point of Interconnection ("POI"). Traffic exchanged under this Agreement shall include Section 251(b)(5) and IntraLATA Toll, and Meet Point traffic.	AT&T's language is most consistent with the Arbitrator's Report.

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T NA 5			

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 14	<p>4.4.1 SBC MISSOURI shall <u>provide interconnection at any technically feasible point, by any technically feasible means, including but not limited to, a fiber meet at one or more locations at each LATA in which MCI originates local, IntraLATA toll or meet point switched access traffic and interconnects with SBC MISSOURI. The Parties agree that the target interconnection architecture is a Fiber Meet as defined in this Appendix. This architecture is to be negotiated for each switch in a LATA, with the goal between the Parties to have equal investment and to create a shared value facility. However, the Parties recognize that embedded interconnection facilities exist in many locations with various architectures in various states of utilization. The Parties agree that on a going forward basis, the target architecture will be implemented to create shared value facilities that provide equal investment, unless otherwise agreed. These facilities are for the provisioning of local/IntraLATA and InterLATA interconnection trunks, as well as miscellaneous trunks such as 911, HVCI, and OS/DA t</u></p>	<p>4.4.1 Fiber Meet Point between SBC MISSOURI and MCI can occur at any mutually agreeable and technically feasible point at an SBC MISSOURI Tandem or End Office building within each LATA.</p>	<p>MCI's language is most consistent with the Arbitrator's Report.</p>

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 14	<p>4.4.4.3.1 MCI_m and SBC MISSOURI provide two <u>fibers between their locations. SBC MISSOURI will provide the fibers associated with the “working” side of the system. MCI_m will provide the fibers associated with the “protection” side of the system. The Parties will work cooperatively to terminate each other’s fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the SBC MISSOURI location.</u></p>	4.4.4.3.1 Intentionally Omitted	SBC's language is most consistent with the Arbitrator's Report.

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 14	<u>4.4.4.3.2 Intentionally Omitted</u>	<p>4.4.4.3.2 MCIm will provide fiber cable to the last entrance (or SBC MISSOURI designated) manhole at the SBC MISSOURI Tandem or End Office building. SBC MISSOURI shall make all necessary preparations to receive and to allow and enable MCIm to deliver fiber optic facilities into that manhole. MCIm will provide a sufficient length of Fiber cable for SBC MISSOURI to pull through the SBC MISSOURI cable vault. MCIm shall deliver and maintain such strands wholly at its own expense up to the POI. SBC MISSOURI shall take the fiber from the manhole and terminate it inside SBC MISSOURI's office at the cable vault at SBC MISSOURI's expense. In this case the POI shall be at the SBC MISSOURI designated manhole location.</p>	SBC's language is not consistent with the Arbitrator's Report.

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 9	2.2 In accordance with the requirements of this Agreement, the Parties shall establish POI(s) at any Technically Feasible point inside the geographical areas in which SBC MISSOURI is the Incumbent LEC and within SBC MISSOURI's network by any Technically Feasible means, including, but not limited to, a Fiber Meet.	2.2 In accordance with the requirements of this Agreement, the Parties shall establish POI(s) at any Technically Feasible point inside the geographical areas in which SBC MISSOURI is the Incumbent LEC and within SBC MISSOURI's network by any Technically Feasible means established herein or mutually agreed to by the Parties , including, but not limited to, a Fiber Meet.	MCI's language is most consistent with th Arbitrator's Report.

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 9	<p>4.4.1 <u>SBC MISSOURI shall provide interconnection at any technically feasible point, by any technically feasible means, including but not limited to, a fiber meet at one or more locations at each LATA in which MCIm originates local, IntraLATA toll or meet point switched access traffic and interconnects with SBC MISSOURI. The Parties agree that the target interconnection architecture is a Fiber Meet as defined in this Appendix. This architecture is to be negotiated for each switch in a LATA, with the goal between the Parties to have equal investment and to create a shared value facility. However, the Parties recognize that embedded interconnection facilities exist in many locations with various architectures in various states of utilization. The Parties agree that on a going forward basis, the target architecture will be implemented to create shared value facilities that provide equal investment, unless otherwise agreed. These facilities are for the provisioning of local/IntraLATA and InterLATA interconnection trunks, as well as miscellaneous trunks such as 911, HV</u></p>	<p>4.4.1 Fiber Meet Point between SBC MISSOURI and MCIm can occur at any mutually agreeable and technically feasible point at an SBC MISSOURI Tandem or End Office building within each LATA.</p>	<p>MCI's language is most consistent with the Arbitrator's Report.</p>
MCI NIM 9	<p>4.5.1 <u>SSBC MISSOURI shall provide any other technically feasible Interconnection method requested by MCIm.</u></p>	<p>4.5.1 SBC MISSOURI shall provide any other technically feasible Interconnection method mutually agreed to by the Parties.</p>	<p>MCI's language is most consistent with the Arbitrator's Report.</p>

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Charter NIM 1	<p>2.1 SBC-13STATE's network is partly comprised of End Office switches, Tandem switches that serve local only traffic (SBC SOUTHWEST REGION 5-STATE), Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that serve a combination of local, IntraLATA and InterLATA traffic. SBC-13STATE's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. In all cases, however, CLEC shall be entitled to establish a single point in each LATA at which all traffic between the Parties that originates and/or terminates in that LATA may be exchanged. CLEC and SBC-13STATE agree to Interconnect their networks through existing and/or new Interconnection facilities between CLEC switch(es) and one technically feasible point on SBC-13STATE's network, which points <u>include</u> SBC-13STATE's End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include</p>	<p>2.1 SBC-13STATE's network is partly comprised of End Office switches, Tandem switches that serve local only traffic (SBC SOUTHWEST REGION 5-STATE), Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that serve a combination of local, IntraLATA and InterLATA traffic. SBC-13STATE's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. In all cases, however, CLEC shall be entitled to establish a single point in each LATA at which all traffic between the Parties that originates and/or terminates in that LATA may be exchanged. CLEC and SBC-13STATE agree to Interconnect their networks through existing and/or new Interconnection facilities between CLEC switch(es) and one technically feasible point on SBC-13STATE's network, which points are SBC-13STATE's End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include</p>	<p>Charter's language is most consistent with the Arbitrator's Report.</p>

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Charter NIM 1	2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point on the SBC-13STATE network where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other. The POI also serves as a demarcation point between the facilities that each Party is responsible to provide.	2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point on the SBC-13STATE network (End Office or Tandem building) where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other. The POI also serves as a demarcation point between the facilities that each Party is responsible to provide.	Charter's language is most consistent with the Arbitrator's Report.
Charter NIM 1	2.4.1.3 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI:	2.4.1.3 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI:	
Charter NIM 1	(i) in any SBC 13-STATE TSA separate from any existing POI arrangement when traffic to/from that SBC 13-STATE TSA exceeds <u>an OC12</u> at peak over three (3) consecutive months, or	(i) in any SBC 13-STATE TSA separate from any existing POI arrangement when traffic to/from that SBC 13-STATE TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or	SBC's language is most consistent with the Arbitrator's Report, although no specific threshold was established.
Charter NIM 1	(ii) at an SBC 13-STATE End Office in a local calling area not served by an SBC 13-STATE tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic to/from that local calling area exceeds <u>an OC12</u> at peak over three (3) consecutive months.	(ii) at an SBC 13-STATE End Office in a local calling area not served by an SBC 13-STATE tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic to/from that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.	SBC's language is most consistent with the Arbitrator's Report, although no specific threshold was established.

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Charter NIM 1	2.4.1.4 None	2.4.1.4 The additional POI(s) will be established within 90 days of notification that the threshold has been met.	SBC's language is most consistent with the Arbitrator's Report.
Charter NIM 4	3.4 Fiber Meet	3.4 Fiber Meet	
Charter NIM 4	3.4.1 <u>CLEC shall be entitled to establish a Fiber Meet Interconnection between SBC-13STATE and CLEC at any technically feasible and commercially reasonable point between CLEC's premises and SBC-13STATE's network in a LATA. If SBC-13STATE disputes the technical feasibility and/or commercial reasonableness of a proposed Fiber Meet Interconnection, the dispute resolution provisions of General Terms and Conditions shall apply to such dispute.</u>	3.4.1 Fiber Meet between SBC-13STATE and CLEC can occur at any mutually agreeable and technically feasible and commercially reasonable point at an SBC-13STATE's Tandem or End Office within each local exchange area (SBC SOUTHWEST REGION 5-STATE) or LATA (SBC MIDWEST REGION 5-STATE, SBC CONNECTICUT, SBC CALIFORNIA and SBC NEVADA).	Charter's language is most consistent with the Arbitrator's Report.
Charter NIM 4	3.4.2 In a Fiber Meet, a single point-to-point linear chain SONET system must be utilized.	3.4.2 In a Fiber Meet, a single point-to-point linear chain SONET system must be utilized. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.	Charter's language is most consistent with the Arbitrator's Report.
Charter NIM 4	3.4.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast.	3.4.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the Local Interconnection Trunk Groups.	Charter's language is most consistent with the Arbitrator's Report.

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Charter NIM 4	3.4.10 SBC-13STATE and CLEC shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all <u>trunk</u> groups to be carried over the fiber facility.	3.4.10 SBC-13STATE and CLEC shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all Local Interconnection Trunk groups to be carried over the fiber facility.	Charter's language is most consistent with the Arbitrator's Report.
CC NIA 10	2.4 POIs, <u>which may be CLEC's switch location</u> , shall be established at any technically feasible point inside the geographical areas in which SBC MISSOURI is the franchised Incumbent LEC and within SBC MISSOURI's network.	2.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within SBC MISSOURI's network in the LATA where CLEC Offers Service.	2.4 - SBC's language is most consistent with the Arbitrator's Report. 2.2 - SBC's language is consistent with the Arbitrator's Report.
CC NIA 10	2.8 [For Xspedius] <u>Where traffic is exchanged using a two-way trunking arrangement, SBC MISSOURI shall interconnect to the CLEC/XSPEDIUS network (i.e., establish a POI) for the delivery of traffic to CLEC/XSPEDIUS at the same POI CLEC/XSPEDIUS establishes for the delivery of CLEC's/XSPEDIUS' traffic to SBC MISSOURI. Where traffic is exchanged using a one-way trunking arrangement (including two-way trunks used to carry one-way directionalized traffic), SBC MISSOURI shall interconnect to the CLEC/XSPEDIUS network (i.e., establish a POI) for the delivery of 251(b)(5)/Toll Traffic originating on the SBC MISSOURI network or routed through the SBC MISSOURI's transit tandem by third party carriers at such points as may be mutually agreed to between the Parties or, lacking mutual agreement, at the Xspedius collocation serving as the POI for the delivery of Xspedius traffic to SBC.</u>	2.4 POIs, shall be established at any technically feasible point inside the geographical areas in which SBC MISSOURI is the franchised Incumbent LEC and within SBC MISSOURI's network	2.8 - Xspedius' language is not consistent with the Arbitrator's Report.

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
CC NIA 10	2.8 <u>[For Xspedius] In addition, each Party will be responsible to provide the necessary equipment and facilities on its side of its switch. Each Party will be responsible to pay for transport of its traffic from the POI to the other Party's switch at UNE dedicated transport rates, including UNE multiplexing rates. Such facilities shall be provided at the rates, terms and conditions set forth in this Agreement and consistent with applicable law. . If either Party transports its own traffic to the other Party's switch location but is not collocated at the switch, such Party will pay entrance facilities to access the other Party's switch at charges per Attachment 6: UNE, Schedule of Prices.</u>		Xspedius' language is consistent with the Arbitrator's Report.
CC NIM 1	This Appendix NIM to Attachment 11: Network Interconnection Architecture designates Network Interconnection Methods (NIMs) to be used by the Parties to obtain interconnection. These include, but are not limited to: <u>Mid-Span (MSFMP)</u> ; Virtual Collocation; SONET Based; Physical Collocation, leasing of <u>SBC MISSOURIS</u> facilities; leasing of facilities from a third party; CLEC self-buildout; or other mutually agreeable methods of obtaining interconnection.	This Appendix NIM to Attachment 11: Network Interconnection Architecture designates Network Interconnection Methods (NIMs) to be used by the Parties to obtain interconnection. These include, but are not limited to: Fiber Meet Point ; Virtual Collocation; SONET Based; Physical Collocation, leasing of facilities from a third party; CLEC self-buildout; or other mutually agreeable methods of obtaining interconnection.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC NIM 1	<u>8.0 Leasing of SBC MISSOURI's Facilities</u>	8.0 Intentionally left blank.	SBC's language is most consistent with the Arbitrator's Report.

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CC NIM 1	CLEC's <u>leasing of SBC MISSOURI's facilities for purposes of Attachment 11: Network Interconnection Architecture will be subject to the mutual agreement of the Parties. CLEC will have the option to lease interconnection facilities at the rates found in Appendix Pricing UNE - Schedule of Prices and as specific elsewhere herein</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC NIM 1	9.0 <u>[For Xspedius] SBC MISSOURI METHODS - SBC MISSOURI may specify one or more of the following methods to interconnect with the XSPEDIUS/CLEC network, subject to the terms herein:</u>		Xspedius' language is not consistent with the Arbitrator's Report.
CC NIM 1	9.1 <u>Space License - XSPEDIUS/CLEC, at its sole discretion, may permit SBC MISSOURI to utilize space and power in XSPEDIUS/CLEC facilities specified by XSPEDIUS/CLEC solely for the purpose of terminating 251(b)(5) Traffic, intraLATA Exchange Access Traffic. Where permitted, the terms and conditions of such arrangement shall be pursuant to Part G (Space License) of this Agreement, but in no event less than the comparable collocation charges assess by SBC to Xspedius.</u>		Xspedius' language is not consistent with the Arbitrator's Report.
CC NIM 1	9.2 <u>Dedicated Transport provided by XSPEDIUS/CLEC - Such leased facilities shall be provided, where available at the rates, terms, and conditions set forth in this Agreement as specified in the Attachment 11 or XSPEDIUS/CLEC tariff. Dedicated Transport shall be considered available based on XSPEDIUS'/CLEC's projected need for the requested capacity over the term requested by SBC MISSOURI.</u>		Xspedius' language is not consistent with the Arbitrator's Report.

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CC NIM 2	<u>1.0 Mid Span (MSFMP)</u>	1.0 Fiber Meet Point	The CLEC Coalition's language most consistent with the Arbitrator's Report.
CC NIM 2	1.1 <u>Mid Span (MSFMP)</u> between SBC MISSOURI and CLEC can occur at any mutually agreeable, economically and technically feasible point <u>between CLEC's premises and a SBC MISSOURI tandem or end office</u> . <u>This meet will be on a point-to-point linear chain SONET system over single mode fiber optic cable.</u>	1.1 Fiber Meet Point between SBC OKLAHOMA and CLEC can occur at any mutually agreeable, economically and technically feasible point at an SBC MISSOURI tandem or end office building The Fiber Meet Point will be a point-to-point linear chain SONET system over single mode fiber optic cable.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC NIM 2	If <u>MSFMP</u> is the selected method for interconnection, Fiber Meet Point <u>MSFMP</u> shall be used to provide interconnection trunking as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture for trunk groups used to carry Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider or IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC MISSOURI where SBC MISSOURI is both the Section 251(b)(5) Traffic and IntraLATA Toll provider (hereinafter "Local Interconnection Trunk Groups").	<u>If Fiber Meet Point is the selected method for interconnection, Fiber Meet Point shall be used to provide interconnection trunking as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture for trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider or IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC MISSOURI where SBC MISSOURI is both the Section 251(b)(5) Traffic and IntraLATA Toll provider (hereinafter "Local Interconnection Trunk Groups").</u>	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC NIM 2	<u>MSFMP may be used to provide transport for interconnection trunking as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture (NIA).</u>	Fiber Meet Point shall be used to provide transport for Local Interconnection Trunk Groups as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture (NIA).	The CLEC Coalition's language is most consistent with the Arbitrator's Report.

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CC NIM 2	<u>1.1 There are two basic mid-span interconnection designs:</u>	1.1.2 Fiber Meet Point: CLEC will provide fiber cable to the last entrance manhole at the SBC MISSOURI tandem switch building or end office switch building with which CLEC wishes to interconnect. CLEC will provide a sufficient length of fiber optic cable for SBC MISSOURI to pull the fiber cable to the SBC MISSOURI cable vault for termination. In this case the POI shall be at the manhole location.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC NIM 2	<u>1.1.1 Design One: CLEC's fiber cable and SWBT's fiber cable are connected at an economically and technically feasible point between the CLEC location and the last entrance manhole at the SWBT central office.</u>	1.2 Consistent with this Agreement, the Parties will mutually agree upon the precise terms of each Fiber Meet Point facility. These terms will cover the technical details of the Fiber Meet Point as well as other network interconnection, provisioning and maintenance issues.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
CC NIM 2	<p><u>The Parties may agree to a location with access to an existing SWBT fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the SWBT building, even though the CLEC fiber may be physically terminated on a fiber termination panel inside of a SWBT building. In this instance, CLEC will not incur fiber termination charges and SWBT will be responsible for connecting the cable to the SWBT facility.</u></p>	<p>1.4 In a Fiber Meet Point arrangement, CLEC and SBC MISSOURI will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s that contain Local Interconnection Trunk Groups. Each Party will also agree upon the optical frequency and wavelength necessary to implement the interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over-provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CLEC and SBC MISSOURI.</p>	<p>Except for compensation, the CLEC Coalition's language is most consistent with the Arbitrator's Report.</p>
CC NIM 2	<p><u>The Parties may agree to a location with access to an existing CLEC fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the CLEC building, even though the SWBT fiber may be physically terminated on a fiber termination panel inside of an CLEC building. In this instance, SWBT will not incur fiber termination charges and CLEC will be responsible for connecting the cable to the CLEC facility.</u></p>		<p>Except for compensation, the CLEC Coalition's language is most consistent with the Arbitrator's Report.</p>

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
CC NIM 2	If a <u>suitable location with an existing fiber termination panel cannot be agreed upon</u> , CLEC and SWBT shall <u>mutually determine provision of a fiber termination panel housed in an outside, above ground cabinet placed at the physical POI</u> . Ownership and the cost of provisioning the panel will be <u>negotiated between the two parties</u> .		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC NIM 2	1.1.2 <u>Design Two</u> : CLEC will provide fiber cable to the last entrance manhole at the SBC MISSOURI tandem or end office switch with which CLEC wishes to interconnect. CLEC will provide a sufficient length of fiber optic cable for SBC MISSOURI to pull the fiber cable to the SBC MISSOURI cable vault for termination. In this case the POI shall be at the manhole location.		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC NIM 2	1.2 Consistent with this Agreement, the Parties will mutually agree upon the precise terms of each <u>mid-span meet point</u> facility. These terms will cover the technical details of the <u>meet point</u> as well as other network interconnection, provisioning and maintenance issues.		The CLEC Coalition's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
CC NIM 2	1.4 In both designs I, CLEC and SBC MISSOURI will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s that contain Local Interconnection Trunk Groups. Each Party will also agree upon the optical frequency and wavelength necessary to implement the interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over-provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CLEC and SBC MISSOURI.		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC NIM 3	1.1	1.1	
CC NIM 3	may interconnection trunking...	Fiber Meet Point shall be used to provide transport for Local Interconnection Trunk Groups is defined in Appendix ITR to Attachment 11: Network Interconnection Architecture (NIA).	Charter's language is most consistent with the Arbitrator's Report.
Sprint NIM 1	1.25 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and <u>Indirect Interconnection.</u>	1.25 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Interconnection; Fiber Meet Point; and other methods.	Sprint's language is most consistent with the Arbitrator's Report.
Sprint NIM 1	<u>3.5.2 Indirect Interconnection: For small volumes of traffic (less than 6 DS1s), CLEC may choose to interconnect with SBC-13STATE on an Indirect basis where SBC-13STATE end office does not subtend an SBC tandem</u>	3.5.2 Intentionally Left Blank.	Sprint's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Sprint ITR 5	5.2.5 <u>For each SBC end office that does not subtend an SBC Local Tandem, Sprint and SBC shall exchange traffic on an Indirect basis. See definition of Indirect Traffic.</u>	5.2.5 A Local Interconnection Trunk Group shall be established from CLEC switch to each SBC SOUTHWEST REGION 5-STATE End Office in a local exchange area that has no Local Tandem. This trunk group shall be established as a direct final.	Sprint's language is most consistent with the Arbitrator's Report.
Sprint ITR 5		5.2.6 When SBC SOUTHWEST REGION 5-STATE has a separate Local Only Tandem Switch(es) in the local exchange area, and a separate Access Tandem Switch that serves the same local exchange area, a two-way IntraLATA Toll Trunk Group shall be established to the SBC SOUTHWEST REGION 5-STATE Access Tandem Switch. In addition a two-way Local Only Trunk Group(s) shall be established from CLEC's switch to each SBC SOUTHWEST REGION 5-STATE Local Only Tandem Switch.	SBC's language is not consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Sprint ITR 5		5.2.7 Each Party shall deliver to the other Party over the Local Only and/or Local Interconnection Trunk Group(s) only such traffic that originates and terminates in the same local exchange area.	SBC's language is not consistent with the Arbitrator's Report.
AT&T NA 7	1.7 <u>Any other technically feasible method requested by AT&T.</u>	1.7 Any other technically feasible method agreed to by the Parties.	AT&T's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T NA 14	2.1 A Meet Point Trunk Group carries traffic sent to or received from a Switched Access provider (i.e. an IXC that is not a Party to this Agreement) that is transported between AT&T Switch Center and the SBC MISSOURI Access Tandem Switch and/or combined Local/Access Tandem Switch. AT&T will establish two-way Meet Point Trunk Groups separate from trunk groups that carry <u>Exchange Trunk traffic</u> Section 251(b)(5) /IntraLATA Toll Traffic <u>and ISP-Bound traffic</u> . The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between AT&T's End Users and IXCs <u>via an AT&T switch or SBC MISSOURI Access Tandem Switch and/or combined Local/Access Tandem Switch</u> and shall not be used for the transmission and routing of third party non-IXC originated or terminated <u>interstate or intrastate exchange access</u> traffic. AT&T shall establish Meet Point Trunk Groups to <u>any other</u> SBC MISSOURI Access Tandem Switch and/or combined Local/Access Tandem Switch in a LATA where AT&T homes its NXX codes. If the Access Tandem Switches and/or co	2.1 A Meet Point Trunk Group carries traffic sent to or received from a Switched Access provider (i.e. an IXC that is not a Party to this Agreement) that is transported between AT&T Switch Center and the SBC MISSOURI Access Tandem Switch and/or combined Local/Access Tandem Switch. AT&T will establish two-way Meet Point Trunk Groups separate from trunk groups that carry Section 251(b)(5) /IntraLATA Toll Traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between AT&T's End Users and IXCs and shall not be used for the transmission and routing of third party non-IXC originated or terminated traffic. AT&T shall establish Meet Point Trunk Groups to every SBC MISSOURI Access Tandem Switch and/or combined Local/Access Tandem Switch in a LATA where AT&T homes its NXX codes. If the Access Tandem Switches and/or combined Local/Access Tandem Switches are in two different states, AT&T shall home its codes on tandems in the respective states. The Meet Point Trunk Groups will be established in GR-394-CORE format. The Parties agree that th	AT&T's language is most consistent with the Arbitrator's Report.
AT&T NA 14	2.1.1 Should <u>a tandem</u> reach an exhaust condition such that traffic blocking becomes a possibility, AT&T shall work with SBC MISSOURI in rehomeing codes to help alleviate the exhaust condition.	2.1.1 Should an SBC MISSOURI Access Tandem Switch and/or combined Local/Access Tandem Switch reach an exhaust condition such that traffic blocking becomes a possibility, AT&T shall work with SBC MISSOURI in rehomeing codes to help alleviate the exhaust condition.	AT&T's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T NA 14	<u>2.1.2 AT&T will provide local switching and, at its discretion, transport of Feature Group B and D calls from AT&T end-users who have chosen an IXC that is connected to SBC MISSOURI's tandem switch.</u>	2.1.2 Intentionally Left Blank	AT&T's language is most consistent with the Arbitrator's Report.
AT&T NA 14	<u>2.1.3 SBC MISSOURI will provide, tandem switching and, if so requested by AT&T, transport between the AT&T switch and the SBC MISSOURI access tandem for Feature Group B and D calls from AT&T end-users who have chosen an IXC that is connected to SBC MISSOURI's tandem switch.</u>	2.1.3 Intentionally left Blank	SBC's language is most consistent with the Arbitrator's Report.
AT&T NA 14	<u>2.1.5 At its discretion, AT&T may utilize the interconnection methods set forth in Part B, Section 1, except Fiber Meet Point, to establish Meet Point Trunk Groups.</u>	2.1.5 Intentionally Left Blank	AT&T's language is most consistent with the Arbitrator's Report.
AT&T NA 8(a)	<u>1.2 Interconnection Dedicated Transport provided by SBC MISSOURI – such leased facilities shall be provided at the rates, terms, and conditions set forth in this Agreement and consistent with applicable law. The portion of Interconnection Dedicated Transport between two SBC MISSOURI wire centers shall be priced as an inter-office facility and the portion of Interconnection Dedicated Transport between a SBC MISSOURI wire center and a location other than a SBC MISSOURI wire center shall be priced as an entrance facility, as set forth in the Pricing Schedule. AT&T may combine Interconnection Dedicated Transport with Special Access Facilities provided by SBC MISSOURI for the provision of interconnection trunking.</u>	1.2 Intentionally Left Blank	AT&T's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T NA 8(a)	<u>1.2.1 For purposes of interconnection, access to entrance facilities priced as set forth in the Pricing Schedule, shall be provided without any capacity limitations for Interconnection Dedicated Transport, AT&T's self-provisioned facilities, and facilities leased from carriers other than SBC MISSOURI.</u>		AT&T's language is most consistent with the Arbitrator's Report.
AT&T NA 8(a)	<u>1.2.2 For the exchange of traffic with third-party carriers, SBC MISSOURI will make available to AT&T leased facilities at the same price as the Dedicated Transport facilities, as set forth in Schedule Pricing.</u>	1.3 Intentionally Left Blank.	AT&T's language is most consistent with the Arbitrator's Report.
AT&T NA 8(a)	<u>1.3 Special Access Facility provided by SBC MISSOURI - such leased facilities shall be provided at the rates, terms, and conditions set forth in the SBC MISSOURI interstate special access tariff and consistent with applicable law.</u>		AT&T's language is most consistent with the Arbitrator's Report.
AT&T NA 8(a)	<u>2.1.3 SBC MISSOURI will provide tandem switching between the ILEC access tandem and the IXC POP., if so requested by the IXC, of Feature Group B and D calls.</u>		AT&T's language is not consistent with the Arbitrator's Report.
SUBPOINT B: Additional POIs Once Traffic Exceeds 24 DS1s			
AT&T NA 4	language is above in subpoint A	language is above in subpoint A	

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Charter ITR 2	<p>3.1 <u>If CLEC desires to establish two-way trunk groups, then, in order to accommodate SBC-13STATE's administrative processes, it shall indicate the trunk groups it wishes to establish by means of the Access Service Request (ASR) form.</u> CLEC shall also indicate the need to establish one-way trunk groups originating at the CLEC switch using the ASR form. SBC-13STATE shall issue ASRs for one-way trunk groups, originating at the SBC-13STATE switch. <u>The use of this form for this purpose shall in no way be construed to mean or imply that either Party is ordering access services or incurring any financial responsibility to the other Party for any trunks or trunk groups, and nothing in any part of this Agreement (including, without limitation, any Appendix, Exhibit or Attachment to this Agreement) shall be construed to the contrary. All compensation obligations as between the Parties with respect to Interconnection arrangements, including physical facilities, traffic exchange, and trunking, shall be as set forth in Appendix: Reciprocal Compensation. Subject to the fo</u></p>	<p>3.1 CLEC shall issue Access Service Request (ASRs) for two-way trunk groups. CLEC shall also indicate the need to establish one-way trunk groups originating at the CLEC switch using the ASR. SBC-13STATE shall issue ASRs for one-way trunk groups, originating at the SBC-13STATE switch. Exceptions to this are noted below:</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
Charter ITR 2	<p>8.1 <u>Subject at all times to Section 3.1 hereof, orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR).</u></p>	<p>8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR).</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Charter ITR 3	<p>4.2 <u>At CLEC's option, the Parties may interconnect in any LATA using a single physical Interconnection transport facility, with a preference for a Fiber Meet arrangement, as specified in Appendix NIM. CLEC agrees to establish separate trunk groups within that single physical Interconnection transport facility for traffic between CLEC's network and each of the Tandems (of any type) that SBC-13STATE has deployed in a LATA in which the Parties interconnect, except as the Parties may otherwise agree. This obligation to establish separate trunk groups within an Interconnection facility shall not be construed to mean or imply that CLEC must establish separate physical Interconnection facilities to multiple locations within a LATA nor to mean or imply that CLEC is subject to any financial responsibility with respect to such trunk groups, except as specified in Appendix: Reciprocal Compensation. When a trunk group is established between CLEC's network and an SBC-13STATE tandem, CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to that</u></p>	<p>4.2 CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the local exchange area in which CLEC Offers Service in SBC SOUTHWEST REGION 5-STATE. If there are no Local Tandems in the local exchange area in which CLEC Offers Service in the SBC SOUTHWEST REGION 5-STATE, CLEC shall establish a Local Interconnection Trunk Group to each SBC-13STATE End Office Switch in that local exchange area in which CLEC Offers Service. CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Local Tandem) to the respective SBC-13STATE Local Tandem on the trunk groups defined below. SBC-13STATE shall route appropriate traffic to CLEC switches on the trunk groups defined below.</p>	<p>Neither parties language is consistent with the Arbitrator's Report.</p>
Charter NIM 1 (c)	<p>language is above in subpoint A</p>	<p>language is above in subpoint A</p>	

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
CC NIA 9		1.18 A “Tandem Serving Area” or “TSA” is an SBC MISSOURI area defined by the sum of all local calling areas served by SBC MISSOURI End Offices that subtend an SBC MISSOURI tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.	SBC's language is consistent with the Arbitrator's Report.
CC NIA 9	2.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI). <u>Neither party shall be required to establish more than one POI per LATA and POIs shall be established pursuant to Section 2.8.</u>	2.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within SBC MISSOURI's network in the LATA where CLEC Offers Service.	SBC's language is most consistent with the Arbitrator's Report.
CC NIA 9		2.2.1 A “Single POI” is a single point of interconnection within a LATA on SBC MISSOURI's network that is established to interconnect SBC MISSOURI's network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.	SBC's language is most consistent with the Arbitrator's Report.
CC NIA 9		2.2.2 The Parties agree that CLEC has the right to choose a single POI or multiple POIs.	SBC's language is most consistent with the Arbitrator's Report.
CC NIA 9		2.2.3 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI(s):	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
CC NIA 9		(i) in any SBC MISSOURI TSA separate from any existing POI arrangement when traffic to/from that SBC MISSOURI TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or	SBC's language is most consistent with the Arbitrator's Report, although a specific threshold was not established.
CC NIA 9		(ii) at an SBC MISSOURI End Office in a local calling area not served by an SBC MISSOURI tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic to/from that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.	SBC's language is most consistent with the Arbitrator's Report, although a specific threshold was not established.
CC NIA 9		2.2.4 The additional POI(s) will be established within 90 days of notification that the threshold has been met.	SBC's language is most consistent with the Arbitrator's Report.
MCI NIM 12(a)	<u>3.2 Intentionally Omitted</u>	3.2 The Parties will interconnect their network facilities at a minimum of one MCI designated Point of Interconnection (POI) within SBC MISSOURI's/MISSOURI's network in the LATA where MCI Offers Service.	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 12(a)	<u>3.5 Intentionally Omitted</u>	3.5 A “Single POI” is a single point of interconnection within a LATA on SBC MISSOURI/MISSOURI’s network that is established to interconnect SBC MISSOURI’s/MISSOURI’s network and MCIm’s network for the exchange of Section 251 (b) (5)/IntraLATA Toll Traffic.	SBC’s language is most consistent with the Arbitrator’s Report.
MCI NIM 12(a)	<u>3.6 Intentionally Omitted</u>	3.6 The Parties agree that MCIm has the right to choose a Single POI or multiple POIs.	SBC’s language consistent with the Arbitrator’s Report.
MCI NIM 12(a)	<u>3.7 Intentionally Omitted</u>	3.7 MCIm agrees to establish an additional POI:	
MCI NIM 12(a)		(i) in any SBC MISSOURITSA separate from any existing POI arrangement when traffic to/from that SBC MISSOURITSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or	SBC’s language is most consistent with the Arbitrator’s Report, although a specific threshold was not established.
MCI NIM 12(a)		(ii) at any SBC MISSOURI End Office in a local calling area not serviced by an SBC MISSOURI tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic to/from that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.	SBC’s language is most consistent with the Arbitrator’s Report, although a specific threshold was not established.
MCI NIM 12(a)	<u>3.8 Intentionally Omitted</u>	3.8 Any additional POI(s) will be established within 90 days of notification that the threshold has been met.	SBC’s language is most consistent with the Arbitrator’s Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 12(a)	3.9 The Parties agree to establish new or change existing POIs. The Parties agree to meet as often as necessary to negotiate the implementation of the new or changed POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each LATA, include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. The POI will be documented and distributed to both Parties.	3.9 The Parties agree to meet as often as necessary to negotiate the implementation of the new or changed POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each LATA, include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. The POI will be documented and distributed to both Parties.	SBC's language is most consistent with the Arbitrator's Report.
MCI NIM 12(a)	3.11 <u>MCIm will designate the POI or POIs and determine the method or methods by which the Parties interconnect. MCIm may, at its discretion, establish a single POI in each LATA in which it originates local, IntraLATA toll or meet point switched access traffic. The Parties acknowledge that, pursuant to the Reciprocal Compensation Amendment, MCIm agreed, in some instances, to establish more than one POI per LATA in which MCIm originates traffic, in exchange for SBC MISSOURI'S agreement to certain reciprocal compensation terms and conditions. The Parties agree that MCIm may, at its discretion, continue to maintain these additional POIs after the expiration of the Reciprocal Compensation Amendment but shall be under no obligation to do so and may decide to maintain only a single POI per LATA.</u>	3.11 Intentionally Omitted	MCI's language most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 12(a)	3.11.1 <u>LATA Wide Terminating Interconnection.</u> MCI may elect LATA Wide Terminating Interconnection with SBC MISSOURI. Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single SBC MISSOURI Tandem designated by MCI for the termination of all Local Interconnection Traffic destined for any SBC MISSOURI office in that LATA.	3.11.1 Intentionally Omitted	MCI's language most consistent with the Arbitrator's Report.
MCI NIM 12(a)	3.11.2 <u>Tandem Level Terminating Interconnection.</u> MCI may elect Tandem Level Terminating Interconnection with SBC MISSOURI. Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to each SBC MISSOURI Access Tandem in a LATA in which MCI originates Local Interconnection Traffic and interconnects with SBC MISSOURI.	3.11.2 Intentionally Omitted	MCI's language most consistent with the Arbitrator's Report.
SUBPOINT C: POP Hotels, Condominiums and Intra-Building Locations			
AT&T NA 9	1.5 Intra-building Interconnection – where both Parties have a presence within a central office building (e.g. a condominium arrangement, point of presence or POP hotel) or between two adjacent central office buildings utilizing an intra-building cable. The following terms and conditions will apply to Intra-building Interconnection:	1.5 Intentionally Left Blank	AT&T's language is most consistent with the Arbitrator's Report.
AT&T NA 9	1.5.1 AT&T may designate the use of either a fiber optic cable or coax (i.e., DS-3 ABAM) cable, subject to the terms of Section 4.5 of this Part B;		AT&T's language is most consistent with the Arbitrator's Report.
AT&T NA 9	1.5.2 Such cable will be installed via the shortest practical route between SBC MISSOURI's and AT&T's equipment;		AT&T's language is most consistent with the Arbitrator's Report.
AT&T NA 9	1.5.3 AT&T will be responsible for the reasonably incurred installation and maintenance costs for such cable;		AT&T's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T NA 9	<u>1.5.4 AT&T will have sole use of the cable unless the Parties mutually agree to joint-use and to an allocation of financial responsibility and an apportionment of the facility capacity of the cable; and</u>		AT&T's language is most consistent with the Arbitrator's Report.
AT&T NA 9	<u>1.5.5 No other charges shall apply to AT&T's use of the facilities over such arrangement.</u>		AT&T's language is most consistent with the Arbitrator's Report.
SUBPOINT D: Responsibility for Facilities on Either Side of the POI			
Charter NIM 1	language is above in subpoint A	language is above in subpoint A	
Sprint ITR 6	5.3.1 Where SBC CALIFORNIA, SBC NEVADA or SBC MIDWEST REGION 5-STATE has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk group for calls destined to or from all End Offices that subtend the Tandem. This trunk group shall be two-way and will utilize Signaling System 7 (SS7) signaling, <u>and shall be subject to cost sharing provisions set forth in 3.7.</u> In SBC-2STATE and SBC MIDWEST REGION 5-STATE;		Sprint's language is not consistent with the Arbitrator's Report.
Sprint ITR 6	5.3.1.1 Section 251(b)(5) <u>Meet Point and IntraLATA/InterLATA Toll</u> and ISP Bound Traffic shall be routed on <u>Multi-jurisdictional</u> Trunk Groups established at <u>appropriate</u> SBC Tandems in the LATA for calls destined to or from all SBC MIDWEST REGION 5-STATE End Offices that subtend the appropriate tandem. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling, <u>and shall be subject to cost sharing provisions set forth in 3.7.</u>		Sprint's language is not consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Sprint ITR 6	5.4.2 Meet Point Trunk Groups shall be provisioned as two-way and will utilize SS7 signaling, except multi-frequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by the CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes. CLEC is financially responsible for the transport facility cost as described in Appendix NIM section <u>and shall be subject to cost sharing provisions set forth in 3.7.</u>	5.4.2 Meet Point Trunk Groups shall be provisioned as two-way and will utilize SS7 signaling, except multi-frequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by the CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes. CLEC is financially responsible for the transport facility cost as described in Appendix NIM section. <u>__</u>	SBC's language is most consistent with the Arbitrator's Report.
Sprint ITR 3(c)	2.6 <u>"Sprint accepts SBC's proposed language for Section 2.6</u>	2.6 "Local Interconnection Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA and Toll Traffic between CLEC End Users and SBC-12STATE End Users. In SBC-CONNECTICUT these trunk groups will carry the same type of traffic, but they will be established and used as one-way.	No dispute.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Sprint ITR 3(c)	2.14 Sprint accepts SBC's proposed language for Section 2.14.	2.14 "Section 251(b)(5)/IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll traffic originating from an End User obtaining local dial tone from CLEC's network where CLEC is both the Section 251(b)(5) Traffic and Toll provider, and/or (iv) IntraLATA Toll traffic originating from an End User obtaining local dialtone from SBC-13STATE where SBC-13STATE is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.	No dispute.
Sprint ITR 3(c)	3.1 Sprint accepts SBC's language for Section 3.1.	3.1 CLEC shall issue Access Service Requests (ASRs) for two-way Local Only Trunk Groups, Local Interconnection and Meet Point Trunk Groups. CLEC shall issue ASRs for one-way trunk groups originating at the CLEC switch. SBC-13STATE shall issue ASRs for one-way trunk groups, originating at the SBC-13STATE switch.	No dispute.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Sprint ITR 3(c)	3.5 Sprint accepts SBC's language for Section 3.5	3.5 The Parties recognize that embedded one-way trunks may exist for Section 251(b)(5)/IntraLATA Toll Traffic . The Parties may agree to negotiate a transition plan to migrate the embedded one-way Local Only and/or Local Interconnection Trunk Groups to two-way Local Only and/or two-way Local Interconnection Trunk Groups. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SBC-12STATE agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.	No dispute.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Sprint ITR 3(c)	4.2 CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the local exchange area in which CLEC Offers Service in SBC SOUTHWEST REGION 5-STATE. CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that tandem) to the respective SBC-13STATE tandem on the trunk groups defined below. SBC-13STATE shall route appropriate traffic to CLEC switches on the trunk groups defined below.	4.2 If CLEC Offers Service in a LATA in which there is no SBC Local Tandem, CLEC shall establish Local Interconnection Trunk Groups to each SBC-13STATE End Office Switch in that LATA in which it Offers Service. CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the local exchange area in which CLEC Offers Service in SBC SOUTHWEST REGION 5-STATE. If there are no Local Tandems in the local exchange area in which CLEC Offers Service in the SBC SOUTHWEST REGION 5-STATE, CLEC shall establish a Local Interconnection Trunk Group to each SBC-13STATE End Office Switch in that local exchange area in which CLEC Offers Service. CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Local tandem) to the respective SBC-13STATE Local tandem on the trunk groups defined below. SBC-13STATE shall route appropriate traffic to CLEC switches on the trunk groups defined below.	Sprint's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Sprint ITR 3(c)	4.3 Direct End Office Trunk Groups (DEOTs) transport Section 251(b)(5)/ <u>Meet Point/IntraLATA/InterLATA</u> Toll Traffic between CLEC's switch and an SBC-13STATE End Office and are not switched at a Local Tandem location. <u>Unless otherwise agreed to</u> , Once provisioned, traffic from CLEC to SBC-13STATE must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate SBC-13STATE Local Tandem.	4.3 Direct End Office Trunk Groups (DEOTs) transport Section 251(b)(5)/IntraLATA Toll Traffic between CLEC's switch and an SBC-13STATE End Office and are not switched at a Local Tandem location. Once provisioned, traffic from CLEC to SBC-13STATE must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate SBC-13STATE Local Tandem. If an SBC-13STATE End Office does not subtend an SBC-13STATE Local Tandem, a direct final Direct End Office Trunk Group will be established by CLEC, and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic	Sprint's language is most consistent with the Arbitrator's Report.
Sprint ITR 3(c)	5.2 <u>Sprint accepts SBC's proposed language for Section 5.2.</u>	5.2 Local Only and Local Interconnection Trunk Group(s) in each Local Exchange Area: SBC SOUTHWEST REGION 5-STATE.	No dispute.
Sprint ITR 3(c)	5.2.1 A two-way Interconnection Trunk Group shall be established between CLEC's switch and each SBC SOUTHWEST REGION 5-STATE <u>appropriate tandem</u> Switch in the local exchange area <u>or LATA.</u>	5.2.1 A two-way Local Only Interconnection Trunk Group shall be established between CLEC's switch and each SBC SOUTHWEST REGION 5-STATE Local Only tandem Switch in the local exchange area Inter Tandem switching is not provided.	Sprint's language is most consistent with the Arbitrator's Report.
Sprint ITR 3(c)	5.2.4 Sprint accepts SBC's proposed language for Section 5.2.4	5.2.4 Where traffic from CLEC switch to an SBC SOUTHWEST REGION 5-STATE End Office is sufficient (24 or more trunks), a Local Interconnection Trunk Group shall also be established to the SBC SOUTHWEST REGION 5-STATE End Office	No dispute.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Sprint ITR 3(c)	5.4 5.4 <u>Combined</u> Meet Point Trunk Group: SBC-13STATE	5.4 5.4 Meet Point Trunk Group: SBC-13STATE	Sprint's language is most consistent with the Arbitrator's Report.
Sprint ITR 3(c)	5.4.1 <u>The Interconnection of the CLEC and SBC-13State networks shall be designed to promote network efficiency as long as CLEC does not combine traffic in order to avoid payment of access charges for intraLATA and interLATA traffic originating by or terminating to a customer</u> IXC traffic shall be transported between CLEC switch and the SBC-13STATE Tandem over a <u>combined</u> Meet Point Trunk Group. The <u>combined</u> Meet Point Trunk Group will be established for the transmission and routing of <u>Telecommunications</u> traffic via a SBC-13STATE Access Tandem.	5.4.1 IXC traffic shall be transported between CLEC switch and the SBC-13STATE Access or combined local/Access Tandem over a Meet Point Trunk Group separate from Section 251(b)(5)/IntraLATA toll traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and inter exchange carriers via a SBC-13STATE Access Tandem.	Sprint's language is most consistent with the Arbitrator's Report.
Sprint ITR 3(c)	5.4.3.2 Sprint accepts SBC's proposed language for Section 5.4.3.2	5.4.3.2 Two-way trunk groups for Section 251(b)(5)/IntraLATA Toll Traffic (can be established between a Sprint switch and an SBC 13STATE Tandem or End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained. For administrative consistency Sprint will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. SBC-13STATE will use the Trunk Group Service Request (TGSR), as described in Section 7.3.1 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.	No dispute.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Sprint ITR 3(c)	8.2 Sprint accepts SBC's proposed language for Section 8.2.	8.2 Both Parties will jointly manage the capacity of Local Only, Local Interconnection , and Meet Point Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Only, Local Interconnection and Meet Point Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form	No dispute.
Sprint ITR 3(c)	8.3.1.1 Sprint accepts SBC's proposed language for Section 8.3.1.1.	8.3.1.1 In a blocking situation the CLEC is responsible for issuing ASRs on all two-way Local interconnection and Meet Point Trunk Groups and one-way CLEC originating Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, SBC-13STATE will issue a TSGR. CLEC will issue an ASR within three (3) days after receipt and review of the TGSR. CLEC will note "Service Affecting" On the ASR.	No dispute.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Sprint ITR 3(c)		8.3.1.2 In a blocking situation SBC-13STATE is responsible for issuing ASRs on one-way SBC originating Local and/or Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, the CLEC will issue a TSGR. SBC-13STATE will issue an ASR within three (3) days after receipt and review of the TSGR.	SBC's language is not consistent with the Arbitrator's Report.
Sprint ITR 3(c)	8.3.1.3 Sprint accepts SBC's proposed language for Section 8.3.1.3.	8.3.1.3 If an alternate final Local Interconnection Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75 %) utilization, a TSGR is sent to CLEC for the final and all subtending high usage's that are contributing any amount of overflow to the final route.	No dispute.
Sprint ITR 3(c)		8.3.2 8.3.2 Underutilization	
Sprint ITR 3(c)	8.3.2.1 Sprint accepts SBC's proposed language:	8.3.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:	No dispute.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Sprint ITR 3(c)	8.3.2.1.1 Sprint accepts SBC's proposed language	8.3.2.1.1 If a Local Only Trunk Group Local Interconnection trunk Group or a Meet Point Trunk Group is under seventy-five percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only trunk Group, Local Interconnection Trunk Group or the Meet Point Trunk Group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.	No dispute.
Sprint ITR 3(c)	8.3.2.1.2 Sprint accepts SBC's proposed language.	8.3.2.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Only trunk Groups, Local Interconnection trunk Groups or Meet Point Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.	No dispute.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Sprint NIM 5	5.2.5 <u>For each SBC end office that does not subtend an SBC Local Tandem, Sprint and SBC shall exchange traffic on an Indirect basis. See definition of Indirect Traffic.</u>	5.2.5 A Local Interconnection Trunk Group shall be established from CLEC switch to each SBC SOUTHWEST REGION 5-STATE End Office in a local exchange area that has no Local Tandem. This trunk group shall be established as a direct final.	Sprint's language is most consistent with the Arbitrator's Report.
Sprint NIM 5		5.2.6 When SBC SOUTHWEST REGION 5-STATE has a separate Local Only Tandem Switch(es) in the local exchange area, and a separate Access Tandem Switch that serves the same local exchange area, a two-way IntraLATA Toll Trunk Group shall be established to the SBC SOUTHWEST REGION 5-STATE Access Tandem Switch. In addition a two-way Local Only Trunk Group(s) shall be established from CLEC's switch to each SBC SOUTHWEST REGION 5-STATE Local Only Tandem Switch.	SBC's language is not consistent with the Arbitrator's Report.
Sprint NIM 5		5.2.7 Each Party shall deliver to the other Party over the Local Only and/or Local Interconnection Trunk Group(s) only such traffic that originates and terminates in the same local exchange area.	SBC's language is not consistent with the Arbitrator's Report.
CC NIA 10	language is above in subpoint A	language is above in subpoint A	
CC NIA 11(b)	2.6 <u>SBC will reimburse CLEC for its use of any and all facilities carrying SBC traffic between the collocation space and the POI</u>	2.6 Intentionally Left Blank	Each party is responsible on its side of the POI.
CC NIA 11(b)	2.6 XSPEDIUS		
CC NIA 11(b)	SBC will reimburse CLEC for its use of any and all facilities carrying SBC traffic from the POI to the Xspedius switch.		Xspedius' language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
CC NIA 11(b)	<p>2.8 [For Xspedius] <u>Where traffic is exchanged using a two-way trunking arrangement, SBC MISSOURI shall interconnect to the CLEC/XSPEDIUS network (i.e., establish a POI) for the delivery of traffic to CLEC/XSPEDIUS at the same POI CLEC/XSPEDIUS establishes for the delivery of CLEC's/XSPEDIUS' traffic to SBC MISSOURI. Where traffic is exchanged using a one-way trunking arrangement (including two-way trunks used to carry one-way directionalized traffic), SBC MISSOURI shall interconnect to the CLEC/XSPEDIUS network (i.e., establish a POI) for the delivery of 251(b)(5)/Toll Traffic originating on the SBC MISSOURI network or routed through the SBC MISSOURI's transit tandem by third party carriers at such points as may be mutually agreed to between the Parties or, lacking mutual agreement, at the Xspedius collocation serving as the POI for the delivery of Xspedius.</u></p>	<p>2.8 Each Party will be responsible for providing the necessary equipment and facilities on their side of the POI.</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
CC NIA 11(b)	<p>2.8 [For Xspedius] <u>In addition, each Party will be responsible to provide the necessary equipment and facilities on its side of its switch. Each Party will be responsible to pay for transport of its traffic from the POI to the other Party's switch at UNE dedicated transport rates, including UNE multiplexing rates. Such facilities shall be provided at the rates, terms and conditions set forth in this Agreement and consistent with applicable law. . If either Party transports its own traffic to the other Party's switch location but is not collocated at the switch, such Party will pay entrance facilities to access the other Party's switch at charges per Attachment 6: UNE, Schedule of Prices.</u></p>		<p>Xspedius' language is consistent with the Arbitrator's Report.</p>

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
CC NIA 11(b)	2.11 [For Xspedius] <u>If the CLEC agrees to the use of a two-way trunk for transport of traffic between the POI and the CLEC's switch, the parties will share proportionately, based on each party's share of the traffic carried on the trunk, the financial responsibility for the cost of the two-way trunk.</u>		Xspedius' language is not consistent with the Arbitrator's Report.
CC NIA 11(b)	11.0 [For Xspedius] <u>CLEC/XSPEDIUS may, at its sole discretion, combine UNE Dedicated Transport with Special Access Facilities provided by SBC MISSOURI for the provision of interconnection trunking.</u>		SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix			
DP Issue: Section V: Network (NIA/NIM/ITR)			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
SUBPOINT E: Direct End Office Trunking ("DEOT")			

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T NA 12	1.3 <u>Intentionally Left Blank.</u>	1.3 AT&T agrees to establish direct end office trunks (DEOTs) if requested by SBC MISSOURI and if the traffic exchanged between the parties to a SBC MISSOURI end office exceeds one DS1 for a period of one month, with traffic adjusted for anomalies.	AT&T's language is most consistent with the Arbitrator's Report.
CC OE 5	4.1 In a LATA <u>where</u> OE-LEC operates as a CLEC within SBC MISSOURI exchange areas and has a Point of Interconnection ("POI") located within SBC MISSOURI exchange areas for the purpose of	4.1 In a specific LATA OE-LEC operates as a CLEC within SBC MISSOURI exchange areas and has a Point of Interconnection ("POI") located within SBC	The CLEC Coalition's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
	<p>providing telephone exchange service and exchange access in such SBC MISSOURI exchange areas. <u>The Parties agree that either party's</u> originating traffic will be delivered to <u>the terminating party</u> via the existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and SBC MISSOURI, the Parties agree to establish a direct end office trunk group when traffic levels exceed one DS1 (24 DS0s) <u>over a consecutive three-month period</u> to or from an SBC Missouri End Office</p>	<p>MISSOURI exchange areas for the purpose of providing telephone exchange service and exchange access in such SBC MISSOURI exchange areas. Based upon the foregoing, the Parties agree that SBC Missouri's originating traffic will be delivered to the OELEC's existing POI arrangements in the SBC Missouri Exchange Area in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and SBC MISSOURI, the Parties agree to establish a direct end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an SBC MISSOURI End Office.</p>	
SUBPOINT F: Ancillary Trunks (Mass Calling, OS, DA, 911 and Meet Point Trunks)			
CC ITR 6	2.5 Mass Calling (Public Response Choke Network):	2.5 Mass Calling (Public Response Choke Network):	

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
CC ITR 6	A segregated trunk group will be required to the designated Public Response Choke Network tandem in each serving area in which CLEC provides service pursuant to this Agreement. This trunk group will be one-way outgoing only and will utilize MF signaling. It is anticipated that this group will be sized as follows, subject to adjustments from time to time as circumstances require:	A segregated trunk group will be required to the designated Public Response Choke Network tandem in each serving area in which CLEC provides service pursuant to this Agreement. This trunk group will be one-way outgoing only and will utilize MF signaling. It is anticipated that this group will be sized as follows, subject to adjustments from time to time as circumstances require:	No dispute.
CC ITR 6	< 15001 access Lines (AC)2 trunks (min)	< 15001 access Lines (AC)2 trunks (min)	No dispute.
CC ITR 6	15001 to 25000 AC 3 trunks	15001 to 25000 AC 3 trunks	No dispute.
CC ITR 6	25001 to 50000 AC 4 trunks	25001 to 50000 AC 4 trunks	No dispute.
CC ITR 6	50001 to 75000 AC 5 trunks	50001 to 75000 AC 5 trunks	No dispute.
CC ITR 6	> 75000 AC 6 trunks (max)	> 75000 AC 6 trunks (max)	No dispute.
CC ITR 6	<u>In lieu of the above CLEC may use call gapping and software designed networks to control Mass Calling.</u>	At the time that CLEC establishes a Public Response Choke Network NXX and tandem, SBC MISSOURI will establish reciprocal mass calling trunks to CLEC subject to the requirements set forth in this Section.	SBC's language is most consistent with the Arbitrator's Report.
CC ITR 6	At the time that CLEC establishes a Public Response Choke Network NXX and tandem, SBC MISSOURI will establish reciprocal mass calling trunks to CLEC subject to the requirements set forth in this Section. <u>CLEC has the option of call gapping or trunking to a specific tandem for gapping by SBC MISSOURI.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
MCI NIM 11	<u>2.5 Intentionally Omitted</u>	2.5 MCI is solely responsible for the facilities that carry OS/DA, /E911, mass calling and Meet-Point trunk groups.	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 11	7.12 The Parties will establish other <u>Interconnection</u> trunk groups as may be required for the exchange of other traffic, including but not limited to Meet Point trunk group, Mass Calling, E911, and Operator Services and Directory Assistance.	7.12 The Parties will establish other trunk groups as may be required for the exchange of other traffic, including but not limited to Meet Point trunk group, Mass Calling, E911, and Operator Services and Directory Assistance.	SBC's language is most consistent with the Arbitrator's Report.
MCI NIM 20	10.2 Subject to section 10.2.1 below (Trunking Exception), MCIIm, with SBC MISSOURI' cooperation shall establish dedicated trunks from MCIIm's Central Office to each SBC MISSOURI 911 Selective Router (i.e., 911 Tandem Office) for the provision of E911 services and for access to all subtending PSAPs ("E911 Interconnection Trunk Groups"). MCIIm may establish such Interconnection by providing its own facilities/trunks, or by leasing such facilities/trunks from a third party <u>or SBC MISSOURI</u> . Facilities/Trunks will be provided at <u>TELRIC rates</u> .	10.2 Subject to section 10.2.1 below (Trunking Exception), MCIIm, with SBC MISSOURI' cooperation shall establish dedicated trunks from MCIIm's Central Office to each SBC MISSOURI E911 Selective Router (i.e., 911 Tandem Office) for the provision of E911 services and for access to all subtending PSAPs ("E911 Interconnection Trunk Groups"). MCIIm may establish such Interconnection by providing its own facilities/trunks, or by leasing such facilities/trunks from a third party.	SBC's language is most consistent with the Arbitrator's Report.
MCI NIM 20	10.3 SBC MISSOURI shall assure sufficient capacity at the E911 Selective router to meet MCIIm's requests for Interconnection within twenty (20) business days after receipt of the request. When SBC MISSOURI network force and load conditions require a longer implementation timeframe, SBC MISSOURI will notify MCIIm within five (5) business days after receipt of the request and the timeframe will be agreed upon. <u>MCIIm may purchase diverse paths at TELRIC rates.</u> SBC MISSOURI is not responsible to provide diversity for MCIIm to the E911 Selective router.	10.3 SBC MISSOURI shall assure sufficient capacity at the E911 Selective router to meet MCIIm's requests for Interconnection within twenty (20) business days after receipt of the request. When SBC MISSOURI network force and load conditions require a longer implementation timeframe, SBC MISSOURI will notify MCIIm within five (5) business days after receipt of the request and the timeframe will be agreed upon. SBC MISSOURI is not responsible to provide diversity for MCIIm to the E911 Selective router	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 20	10.8 Except as set forth in Section 10.2 of this Appendix Network, MCIIm will be responsible for providing a separate E911 trunk group for each rate center, county or geographic area that MCIIm serves, if such rate center, county or geographic area has a separate default routing condition. In addition, in the case of CAMA MF trunks, only one (1) NPA of traffic may be transmitted over a single 911 trunk group. When a unique default routing condition is present, MCIIm shall provide sufficient trunking and facilities to accommodate those default PSAP requirements. MCIIm is responsible for requesting and payment of facilities routed diversely for E911 interconnection at <u>TELRIC rates</u> .	10.8 Except as set forth in Section 10.2 of this Appendix Network, MCIIm will be responsible for providing a separate E911 trunk group for each rate center, county or geographic area that MCIIm serves, if such rate center, county or geographic area has a separate default routing condition. In addition, in the case of CAMA MF trunks, only one (1) NPA of traffic may be transmitted over a single E911 trunk group. When a unique default routing condition is present, MCIIm shall provide sufficient trunking and facilities to accommodate those default PSAP requirements. MCIIm is responsible for requesting and payment of facilities routed diversely for E911 interconnection.	SBC's language is most consistent with the Arbitrator's Report.
MCI NIM 20	10.10 MCIIm shall provide sufficient facilities/trunks to route MCIIm originating 911 calls to the E911 Selective router. MCIIm is responsible to request and pay for facilities routed diversely for E911 interconnection at <u>TELRIC rates</u> .	10.10 MCIIm shall provide sufficient facilities/trunks to route MCIIm originating E911 calls to the E911 Selective router. MCIIm is responsible to request and pay for facilities routed diversely for E911 interconnection.	SBC's language is most consistent with the Arbitrator's Report.
MCI NIM 20	10.12 MCIIm shall monitor the E911 trunks for the purpose of determining originating network traffic volumes. MCIIm will notify SBC MISSOURI if the traffic study information indicates that additional circuits are required to meet the current level of E911 call volumes. If the traffic study indicates that additional trunks are needed to meet the current level of E911 call volumes, MCIIm shall request and pay for facilities carrying additional trunks from SBC MISSOURI at <u>TELRIC rates</u> .	10.12 MCIIm shall monitor the E911 trunks for the purpose of determining originating network traffic volumes. MCIIm will notify SBC MISSOURI if the traffic study information indicates that additional circuits are required to meet the current level of E911 call volumes. If the traffic study indicates that additional trunks are needed to meet the current level of E911 call volumes, MCIIm shall request and pay for facilities carrying additional trunks from SBC MISSOURI.	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 21	10.7 Interconnection for Primary and Diverse Routes. MCI's Point of Interconnection (POI) for E911 Service <u>can be at the SBC MISSOURI Central Office, a Collocation point, or via a facility provisioned directly to the SBC MISSOURI E911 Selective Router.</u> These facilities are the financial responsibility of MCI. MCI shall pay tariff charges for diverse routes. MCI will be responsible for determining and ordering the proper quantity of E911 trunks. These trunks shall be delivered by SBC MISSOURI within twenty (20) business days after receipt of the order. If SBC MISSOURI requires additional information, MCI agrees to cooperate to provide such information in order to complete the order. When SBC MISSOURI network force and load conditions require a longer implementation timeframe, SBC MISSOURI will notify MCI within five (5) business days after receipt of the request and the timeframe will be agreed upon. Following delivery, MCI and SBC MISSOURI will cooperate to promptly test all E911 trunks and transport facilities between MCI's network and the SBC MISSOURI Selective Router to assure proper function.	10.7 Interconnection for Primary and Diverse Routes. MCI's Point of Interconnection (POI) for E911 Service shall be at the SBC MISSOURI E911 Selective Router. These facilities are the financial responsibility of MCI. MCI shall pay tariff charges for diverse routes. MCI will be responsible for determining and ordering the proper quantity of E911 trunks. These trunks shall be delivered by SBC MISSOURI within twenty (20) business days after receipt of the order. If SBC MISSOURI requires additional information, MCI agrees to cooperate to provide such information in order to complete the order. When SBC MISSOURI network force and load conditions require a longer implementation timeframe, SBC MISSOURI will notify MCI within five (5) business days after receipt of the request and the timeframe will be agreed upon. Following delivery, MCI and SBC MISSOURI will cooperate to promptly test all E911 trunks and transport facilities between MCI's network and the SBC MISSOURI Selective Router to assure proper functioning of the E911 service. MCI will not turn-up live E911 service until the SBC MISSOURI Selective Router is properly functioning.	SBC's language is most consistent with the Arbitrator's Report.
MCI NIM 22	12.2.1 MCI may route calls requiring inward operator assistance through its designated IXC Point of Presence "POP" to SBC MISSOURI's operator switch. <u>SBC MISSOURI shall route its calls requiring inward operator assistance to MCI's designated operator switch through its designated IXC POP.</u>	12.2.1 The parties shall mutually agree on the physical interconnection necessary to route these call, subject to the dispute Resolution section of the genral terms and condtions of the Agreement	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 22	<u>12.2.2 The Parties may establish a separate two-way trunk or two one-way trunk group per LATA from MCI's Switch to SBC MISSOURI's operator switch utilizing MF signaling.</u>	12.2.2 Intentionally Omitted.	SBC's language is most consistent with the Arbitrator's Report.
Charter NIM 3	2.9 <u>Financial responsibility</u> for the facilities that carry OS/DA, 911, mass calling and Meet-Point trunk groups <u>shall be</u> as specified in Appendix ITR.	2.9 CLEC is financially responsible for the facilities that carry OS/DA, 911, mass calling and Meet-Point trunk groups as specified in Appendix ITR.	SBC's language is most consistent with the Arbitrator's Report.
AT&T NA 17	12.0 A segregated trunk group for mass calling will be required to the designated Public Response Choke Network tandem in each serving area in which AT&T provides service pursuant to this Agreement. This trunk group will be one-way outgoing only and will utilize MF signaling. It is anticipated that this group will be sized as follows, subject to adjustments from time to time as circumstances require:	12.0 A segregated trunk group for mass calling will be required to the designated Public Response Choke Network tandem in each serving area in which AT&T provides service pursuant to this Agreement. This trunk group will be one-way outgoing only and will utilize MF signaling. It is anticipated that this group will be sized as follows, subject to adjustments from time to time as circumstances require:	No dispute.
AT&T NA 17	<u>Less than 2500 Access Lines – No trunks required</u>	< 15001 access Lines (AC)	SBC's language is most consistent with the Arbitrator's Report.
AT&T NA 17	<u>2500 to</u> <15001 access Lines (AC) trunks (min)	2 2 trunks (min)	SBC's language is most consistent with the Arbitrator's Report.
AT&T NA 17	15001 to 25000 AC 3 trunks	15001 to 25000 AC 3 trunks	No dispute.
AT&T NA 17	25001 to 50000 AC 4 trunks	25001 to 50000 AC 4 trunks	No dispute.
AT&T NA 17	50001 to 75000 AC 5 trunks	50001 to 75000 AC 5 trunks	No dispute.
AT&T NA 17	> 75000 AC 6 trunks (max)	> 75000 AC 6 trunks (max)	No dispute.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Charter ITR 6	5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch that provides connectivity to one or more PSAPs to which CLEC's End Users might need to be connected, based on the End Users' physical location. The CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. This trunk group shall be set up as a one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the <u>LATA</u> . If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the <u>LATA</u> . CLEC shall provide a minimum of two (2) one-way outgoing channels on E911 trunks dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the SBC-13STATE E911 switch.	5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch that provides connectivity to one or more PSAPs to which CLEC's End Users might need to be connected, based on the End Users' physical location. The CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. This trunk group shall be set up as a one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the Local Exchange Area . If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the Local Exchange Area . CLEC shall provide a minimum of two (2) one-way outgoing channels on E911 trunks dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the SBC-13STATE E911 switch.	SBC's language is most consistent with the Arbitrator's Report.
AT&T NA 14(c)	language is above in subpoint A	language is above in subpoint A	
CC NIM 3	language is above in subpoint A	language is above in subpoint A	
Subpoint G: Leased Facilities			
CC NIA 11(a)	language is above in subpoint D	language is above in subpoint D	
CC NIM 1	language is above in subpoint A	language is above in subpoint A	

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Charter NIM 6	3.3 <u>Leased Facility Interconnection ("LFI")</u>	3.3 Intentionally left blank.	Charter's language is most consistent with the Arbitrator's Report.
Charter NIM 6	3.3.1 <u>Terms and conditions applicable to LFI are set forth in Where facilities are available, CLEC may lease facilities from SBC-13STATE as defined in Section 5 of this Appendix.</u>		Charter's language is most consistent with the Arbitrator's Report.
Charter NIM 6	5. <u>LEASING OF FACILITIES</u>	5. Intentionally left blank.	Charter's language is most consistent with the Arbitrator's Report.
Charter NIM 6	5.1 <u>If SBC-13STATE offers entrance facilities or equivalent facilities/services out of either its interstate or intrastate tariffs, CLEC may obtain such facilities under tariff and use them for purposes of Interconnection. Such tariff offerings shall not be considered "Leased Facilities" hereunder but shall be deemed to be available separately and independently from this Agreement. If SBC-13STATE does not offer entrance facilities or equivalent facilities/services under tariff, then the Parties may agree that SBC-13STATE may provide CLEC with Leased Facilities for the purpose of Interconnection. SBC-13STATE's agreement to provide or provision of such Leased Facilities shall not affect either Party's position with respect to whether SBC-13STATE has any obligation to do so. The Parties have no agreement as to the costing or pricing methodologies that may or should apply to any such Leased Facilities. Should SBC-13STATE offer Leased Facilities under this section, it (I) will advise the CLEC in writing in advance of its proposed charges for Leased Facilities, and (II) will pro</u>		Charter's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Charter NIM 6	<u>5.2 Upon SBC-13STATE's request, the CLEC will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and multiplexing required and provide quantities requested. Subject to the treatment of tariffed services as stated in Section 5.1, requests for leasing of facilities for the purposes of Interconnection and any future augmentations are subject to facility availability at the time of the request, and applicable rates, terms and conditions will be determined at the time of the request.</u>		Charter's language is most consistent with the Arbitrator's Report.
Charter NIM 6	<u>5.3 Subject to the treatment of tariffed services as stated in Section 5.1, requests by CLEC for leased facilities where facilities, equipment, or riser cable do not exist will be considered and SBC-13STATE may agree to provide facilities under a Bona Fide Request (BFR).</u>		Charter's language is most consistent with the Arbitrator's Report.
MCI NIM 13	<u>lease transport facilities from SBC MISSOURI. When MCI leases such transport facilities from SBC MISSOURI, it shall be at TELRIC rates.</u>	Intentionally Omitted	MCI's language is not consistent with the Arbitrator's Report.
CC NIM 4	<u>9.3 Third Party Facilities – where SBC MISSOURI utilizes the facilities provided by a source other than itself or XSPEDIUS/CLEC, SBC MISSOURI shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.</u>	None.	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Subpoint H: SS7 Issues			
MCI SS7 1	1.1 <u>This Appendix sets forth terms and conditions for which SBC MISSOURI provides MCIIm access to its SS7 Signaling. The Parties acknowledge that MCIIm 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 terms for switch query access to SS7 are included in this Agreement. Nothing herein shall limit SBC MISSOURI's obligation to provide interconnection, in accordance with the requirements of this Agreement and Applicable Law, between its signaling network and MCIIm's signaling network or that of a third-party provider of MCIIm's choosing.</u>	1.1 SBC MISSOURI will provide nondiscriminatory query access to SS7 for MCIIm's subscribers in service as of March 11, 2005 and will cease providing access under this Agreement on March 12, 2006. MCIIm's query access to SS7 after March 11, 2006 will be pursuant to a separate agreement, including effective tariffs.	MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	2 <u>signaling link transport</u>	2 Intentionally Omitted.	MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	2.1 <u>Definition: Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between MCIIm-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a SBC MISSOURI STP site.</u>	3 Intentionally Omitted.	MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	2.2 <u>Technical Requirements - Signaling Link Transport</u>	4 Intentionally Omitted.	MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	2.2.1 <u>Signaling Link Transport consists of full duplex mode 56 Kbps transmission paths.</u>	5 Intentionally Omitted.	MCI's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI SS7 1	2.2.2 <u>Of the various options available, Signaling Link Transport must perform in the following two ways:</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	2.2.2.1 <u>As an "A-link" which is a connection between a Switch or SCP and a home Signaling Transfer Point Switch (STPs) pair; and</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	2.2.2.2 <u>As a "D-link" which is a connection between two STPs pairs in different company networks (e.g., between two STPs pairs for two Competitive Local Exchange Carriers (CLECs)).</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	2.2.3 <u>Signaling Link Transport must consist of two or more signaling link layers as follows:</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	2.2.3.1 <u>An A-link layer must consist of two links.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	2.2.3.2 <u>A D-link layer must consist of four links.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	2.2.4 <u>A signaling link layer must satisfy a performance objective such that:</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	2.2.4.1 <u>There must be no more than two minutes down time per year for an A-link layer; and</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	2.2.4.2 <u>There must be negligible (less than two seconds) down time per year for a D-link layer.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	2.2.5 <u>A signaling link layer must satisfy inter-office and intra-office diversity of facilities and equipment, such that:</u>		MCI's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI SS7 1	<u>2.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	<u>2.2.5.2 No two concurrent failures of facilities or equipment cause the failure of all four links in a D-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	<u>2.3 Interface Requirements - Signaling Link Transport</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	<u>2.3.1 There will be a DS1 (1.544 Mbps) interface at the MCI-m-designated SPOIs. Each 56 Kbps transmission path will appear as a DS0 channel within the DS1 interface.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	<u>3 Signaling Transfer Points (STPs)</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	<u>3.1 Definition. Signaling Transfer Points (STPs) provide functionality that enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer points.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	<u>3.2 Technical Requirements - Signaling Transfer Points</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	<u>3.2.1 STPs must provide access to all other Network Elements connected to the SBC MISSOURI SS7 network. These include:</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	<u>3.2.1.1 SBC MISSOURI Local Switching or Tandem Switching;</u>		MCI's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI SS7 1	3.2.1.2 <u>SBC MISSOURI Service Control Points/DataBases;</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.2.1.3 <u>Third-party local or Tandem Switching Systems; and</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.2.1.4 <u>Third-party-provided STPs.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.2.2 <u>The connectivity provided by STPs must fully support the functions of all other Network Elements connected to SBC MISSOURI's SS7 network. This explicitly includes the use of SBC MISSOURI's SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the SBC MISSOURI SS7 network (i.e., transit messages). When the SBC MISSOURI SS7 network is used to convey transit messages, there must be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.</u>		MCI's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI SS7 1	3.2.3 <u>If a SBC MISSOURI tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an MCI local Switch and third party local Switch, SBC MISSOURI's SS7 network must convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the MCI local STPs and the STPs that provide connectivity with the third party local Switch, even if the third party local Switch is not directly connected to SBC MISSOURI's STPs.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.2.4 <u>STPs must provide all functions of the Message Transfer Port ("MTP"). This includes:</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.2.4.1 <u>Signaling Data Link functions;</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.2.4.2 <u>Signaling Link functions; and</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.2.4.3 <u>Signaling Network Management functions.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.2.5 <u>STPs must provide all functions of the SCCP necessary for Class 0 (basic connectionless) service. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures.</u>		MCI's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI SS7 1	3.2.6 <u>In cases where the destination signaling point is a SBC MISSOURI local or tandem switching system or database, or is an MCIm or third party local or tandem switching system directly connected to SBC MISSOURI's SS7 network, SBC MISSOURI STPs must perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs must perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with the SBC MISSOURI SS7 network, and must not perform SCCP Subsystem Management of the destination.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.2.7 <u>STPs must also provide the capability to route SCCP messages based on ISNI and intermediate network selection messages when these capabilities become available on SBC MISSOURI STPs.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.2.8 <u>STPs must provide all functions of the OMAP commonly provided by STPs, including the following:</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.2.8.1 <u>MTP Routing Verification Test (MRVT); and,</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.2.8.2 <u>SCCP Routing Verification Test (SRVT).</u>		MCI's language is most consistent with the Arbitrator's Report.

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DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI SS7 1	3.2.9 <u>In cases where the destination signaling point is a SBC MISSOURI local or tandem switching system or DB, or is an MCIm or third party local or tandem switching system directly connected to the SBC MISSOURI SS7 network, STPs must perform MRVT and SRVT to the destination signaling point. In all other cases, STPs must perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the SBC MISSOURI SS7 network. This requirement will be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of SBC MISSOURI STPs.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.3 <u>Interface Requirements - Signaling Transport Points</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.3.1 <u>SBC MISSOURI shall provide the following STPs options to connect MCIm or MCIm-designated local switching systems or STPs to the SBC MISSOURI SS7 network:</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.3.1.1 <u>An A-link interface from MCIm local switching systems; and</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.3.2 <u>Each type of interface must be provided by one or more sets (layers) of signaling links, as follows:</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.3.2.1 <u>An A-link layer shall consist of two links.</u>		MCI's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI SS7 1	3.3.3 <u>The Signaling point of Interconnection (SPOI) for each link must be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the SBC MISSOURI STPs is located. There must be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. SBC MISSOURI shall offer higher rate DS1 signaling for interconnecting MCIm local switching systems or STPs with SBC MISSOURI STPs as soon as these become approved ANSI standards and available capabilities of SBC MISSOURI STPs.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.3.4 <u>SBC MISSOURI shall provide MTP and SCCP protocol interfaces.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.4 <u>Message Screening</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.4.1 <u>SBC MISSOURI shall set message screening parameters so as to accept messages from MCIm local or tandem switching systems destined to any signaling point in the SBC MISSOURI SS7 network with which the MCIm switching system has a legitimate signaling relation.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.4.2 <u>SBC MISSOURI shall set message screening parameters so as to accept messages from MCIm local or tandem switching systems destined to any signaling point or network interconnected to the SBC MISSOURI SS7 network with which the MCIm switching system has a legitimate signaling relation.</u>		MCI's language is most consistent with the Arbitrator's Report.

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DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI SS7 1	3.4.3 <u>SBC MISSOURI shall set message screening parameters so as to accept messages destined to an MCIIm local or tandem switching system from any signaling point or network interconnected to the SBC MISSOURI SS7 network with which the MCIIm switching system has a legitimate signaling relation.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	3.4.4 <u>SBC MISSOURI shall set message screening parameters so as to accept and send messages destined to an MCIIm SCP from any signaling point or network interconnected to the SBC MISSOURI SS7 network with which the MCIIm SCP has a legitimate signaling relation.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	4 <u>Service Control Points/Databases</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	4.1 <u>A Service Control Point (SCP) is a specific type of database Network Element functionality deployed in a Signaling System 7 (SS7) based on Intelligent Network ("IN") that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SCPs also provide operational interfaces to allow for provisioning, administration and maintenance of Customer data and service application data. (e.g., an 800 database stores Customer record data that provide information necessary to route 800 calls).</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	4.2 <u>Technical Requirements - SCPs/Databases</u>		MCI's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI SS7 1	4.2.1 <u>Requirements for SCPs/databases within this section address storage of information, access to information (e.g., signaling protocols and response times), and administration of information (e.g., provisioning, administration, and maintenance).</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	4.2.2 <u>SBC MISSOURI shall provide physical interconnection to SCPs through the SS7 network and protocols, as required herein or otherwise set forth in Appendix 1, with TCAP as the application layer protocol.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	4.2.3 <u>SBC MISSOURI shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g., SS7 and X.25).</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	4.2.4 <u>The reliability of interconnection options must be consistent with requirements for diversity and survivability as required herein or otherwise set forth in Appendix 1.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	4.2.5 <u>Database functionality must be unavailable not more than 30 minutes per year.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	4.2.6 <u>SBC MISSOURI shall provide database provisioning consistent with the provisioning requirements of this Agreement (e.g., data required, edits, acknowledgments, data format and transmission medium and notification of order completion).</u>		MCI's language is most consistent with the Arbitrator's Report.

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DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI SS7 1	4.2.7 <u>The operational interface provided by SBC MISSOURI must complete database transactions (i.e., add, modify, delete) for MCI's Customer records stored in SBC MISSOURI databases within 24 hours, or sooner where SBC MISSOURI provisions its own Customer records within a shorter interval.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	4.2.8 <u>SBC MISSOURI shall provide database maintenance consistent with the maintenance requirements as specified in this Agreement (e.g., notification of SBC MISSOURI Network Affecting Events, testing, dispatch schedule and measurement and exception reports).</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	4.2.9 <u>SBC MISSOURI shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements as specified in this Agreement (e.g., recorded message format and content, timeliness of feed, data format and transmission medium).</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	4.2.10 <u>SBC MISSOURI shall provide SCPs/databases in accordance with the physical security requirements specified in this Agreement.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	4.2.11 <u>SBC MISSOURI shall provide SCPs/databases in accordance with the logical security requirements specified in this Agreement.</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	5 <u>PRICES</u>		MCI's language is most consistent with the Arbitrator's Report.
MCI SS7 1	5.1 <u>SBC MISSOURI shall provide MCI's with access to signaling as unbundled Network Element at the rates set forth in Appendix Pricing of this Agreement.</u>		MCI's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Charter ITR 5(b)	5.4.1 IXC traffic shall be transported between CLEC's switch and the SBC-13STATE Access or combined Local/Access Tandem over a Meet Point Trunk Group separate from any trunks carrying Section 251(b)(5)/IntraLATA toll traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and inter exchange carriers via a SBC-13STATE Access Tandem.	5.4.1 IXC traffic shall be transported between CLEC's switch and the SBC-13STATE Access or combined Local/Access Tandem Switch over a Meet Point Trunk Group separate from any trunks carrying Section 251(b)(5)/IntraLATA Toll Traffic . The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and inter exchange carriers via a SBC-13STATE Access Tandem or Local/Access Tandem Switch .	Charter's language is most consistent with the Arbitrator's Report.
Charter ITR 5(b)	5.4.2 Meet Point Trunk Groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol, if any such switched access customers are connected to the affected SBC-13STATE <u>tandem</u> .	5.4.2 Meet Point Trunk Groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol, if any such switched access customers are connected to the affected SBC-13STATE Access or Local/Access Tandem Switch .	Charter's language is most consistent with the Arbitrator's Report.
Charter ITR 5(b)	5.4.3 When SBC-13STATE has more than one Access Tandem in a local exchange area or LATA, <u>the Parties shall</u> establish a Meet Point Trunk Group to each SBC-13STATE Access Tandem where the CLEC has homed its NXX code(s). If the Access Tandems are in two different states, <u>the Parties</u> shall establish a Meet Point Trunk Group with one Access Tandem in each state.	5.4.3 When SBC-13STATE has more than one Access or Local/Access Tandem Switch in a local exchange area or LATA, CLEC shall establish a Meet Point Trunk Group to each SBC-13STATE Access or Local/Access Tandem Switch where the CLEC has homed its NXX code(s). If the Access Tandems are in two different states, CLEC shall establish a Meet Point Trunk Group with one Access Tandem in each state.	Charter's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Charter ITR 5(b)	5.4.7 SBC-13STATE will not block switched access customer traffic delivered to any SBC-13STATE Tandem for completion on CLEC's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any SBC-13STATE Access Tandem that CLEC switch subtends in each LATA. SBC-13STATE shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer.	5.4.7 SBC-13STATE will not block switched access customer traffic delivered to any SBC-13STATE Access or Local/Access Tandem Switch for completion on CLEC's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any SBC-13STATE Access or Local/Access Tandem Switch that CLEC switch subtends in each LATA. In no event will SBC-13STATE be required to route such traffic through more than one of its tandem switches for connection to/from switched access customers. SBC-13STATE shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer.	Charter's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Charter ITR 5(b)	5.4.8 <u>Both Parties on all traffic</u> shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, SBC-13STATE will pass all SS7 signaling information it receives from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by <u>each Party</u> wherever such information is needed by <u>the other Party</u> for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.	5.4.8 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, SBC-13STATE will pass all SS7 signaling information it receives from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.	Charter's language is most consistent with the Arbitrator's Report.
Subpoint I: Separate Trunking For IXC Traffic Is Critical			
AT&T IC 6(e)	8.0 Responsibilities of the Parties	8.0 Responsibilities of the Parties	
AT&T IC 6(e)	8.1 Where SS7 connections exist, and to the extent technically feasible, each Party to this Agreement will be responsible for sending the Calling Party Number (CPN) for <u>all 251(b)(5) Traffic, including intraLATA</u> calls originating on its network and passed to the network of the other Party. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party.	8.1 Where SS7 connections exist, and to the extent technically feasible, each Party to this Agreement will be responsible for sending the Calling Party Number (CPN) for calls originating on its network and passed to the network of the other Party. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party.	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T IC 6(e)	8.3 Each Party agrees that it shall not knowingly strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.	8.3 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic and wireless traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 8.3.1. In addition, each Party agrees that it shall not knowingly strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T IC 6(e)	8.3.1 <u>Subject to Section 9.0, if applicable, where SS7 connections exist, all 251(b)(5) Traffic and intraLATA calls exchanged without CPN information will be billed as either 251(b)(5) Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information for the preceding quarter, utilizing a PLU factor determined in accordance with Section 8.3.1 of this Attachment. Subject to Section 9.0, if applicable, if the percentage of 251(b)(5) Traffic and intraLATA calls passed with CPN is less than ninety percent (90%) of all traffic for a given month, the terminating Party will inform the originating Party that the CPN percentage has fallen below the targeted 90%. The Parties will coordinate and exchange data as necessary to determine the cause of the failure and to assist its correction. Subject to Section 9.0 below, if applicable, the percentage usage factors will be calculated by the traffic originating Party by dividing identifiable Section 251(b)(5) Traffic MOU delivered to the other Party for termination by the total identifiable Section 25</u>	8.3.1 For traffic which is delivered by one Party to be terminated on the other Party's network, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed as Intrastate IntraLATA Toll Traffic. The percentage usage factors will be calculated by the traffic originating Party by dividing identifiable Section 251(b)(5) Traffic MOU delivered to the other Party for termination by the total identifiable Section 251(b)(5) Traffic and intraLATA toll MOUs delivered to that Party for termination on the local interconnection trunks. Identifiable Section 251(b)(5) Traffic and intraLATA toll MOU will be determined based on the originating Party's network AMA recordings for the preceding three	SBC's language is most consistent with the Arbitrator's Report.
AT&T NIA 10	1.1 Traffic exchanged under this Agreement shall include 251(b)(5) and IntraLATA Toll Traffic (which includes Transit Traffic). Exchange Access Traffic, and Meet Point traffic.	1.1 Traffic exchanged under this Agreement shall include Section 251(b)(5) Traffic and IntraLATA Toll Traffic and Meet Point Traffic.	AT&T's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T NIA 10	1.0 <u>The Parties</u> shall establish Local Only and/or Local Interconnection Trunk Groups in each <u>LATA</u> where AT&T has opened an NPA/NXX, pooled numbers, or ported numbers, in accordance with this Part C. Local Interconnection Trunk Groups will be established for the transmission and routing of <u>251(b)(5) Traffic, including intraLATA Exchange Access Traffic, including translated intraLATA 8YY traffic</u>	1.0 AT&T shall establish Local Only and/or Local Interconnection Trunk Groups in each local exchange area where AT&T has opened an NPA/NXX, pooled numbers, or ported numbers, in accordance with this Part C. Local Interconnection Trunk Groups will be established for the transmission and routing of AT&T End Users' Section 251(b)(5)/IntraLATA Toll Traffic and shall not be used for the transmission and routing of third party originated Section 251(b)(5)/IntraLATA Toll Traffic. Local Only Trunk Groups will be established for the transmission and routing of AT&T End Users' Section 251(b)(5)Traffic and ISP-	AT&T's language is most consistent with the Arbitrator's Report.
AT&T NIA 10		Bound Traffic shall not be used for the transmission and routing of third party originated Section 251(b)(5)Traffic and ISP-Bound Traffic.	SBC's language is not consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T NIA 10	4.0 Both Parties will jointly manage the capacity of Meet Point Trunk Groups and Local Only and/or Local Interconnection Trunk Groups <u>defined as trunk groups which carry 251(b)(5) and IntraLATA toll traffic</u> . SBC MISSOURI may send a Trunk Group Service Request (TGSR) to AT&T to trigger changes to the Meet Point Trunk Groups and Local Only and/or Local Interconnection Trunk Groups based on its capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization.	4.0 Both Parties will jointly manage the capacity of Meet Point Trunk Groups and Local Only and/or Local Interconnection Trunk Groups. SBC MISSOURI may send a Trunk Group Service Request (TGSR) to AT&T to trigger changes to the Meet Point Trunk Groups and Local Only and/or Local Interconnection Trunk Groups based on its capacity assessment,. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization.	AT&T's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T NIA 10		<p>6.0 AT&T shall route Section 251(b)(5)/IntraLATA Toll Traffic over a Local Interconnection Trunk Group dedicated to an SBC MISSOURI Local Tandem when such traffic is destined to NPA/NXXs homed to SBC MISSOURI End Offices that subtend such Local Tandem. When AT&T agrees to establish DEOTs, AT&T shall route Section 251(b)(5)/IntraLATA Toll Traffic over a direct end office Local Interconnection Trunk Group to an SBC MISSOURI End Office when such traffic is destined to NPA/NXXs homed to such SBC MISSOURI End Office. AT&T shall route Section 251(b)(5)Traffic and ISP-Bound Traffic over a Local Only Trunk Group dedicated to an SBC MISSOURI Local Only Tandem Switch when such traffic is destined to NPA/NXXs homed to End Offices that subtend such Local Only Tandem Switch.</p>	SBC's language is consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T NIA 10		6.1 SBC MISSOURI shall route Section 251(b)(5)/IntraLATA Toll Traffic destined for the AT&T Switch Center over a Local Interconnection Trunk Group from an SBC MISSOURI Local Tandem or when AT&T agrees to establish DEOTs over a direct end office Local Interconnection Trunk Group from an SBC MISSOURI End Office. SBC MISSOURI shall route Section 251(b)(5) Traffic and ISP-Bound Traffic destined for the AT&T Switch Center over a Local Only Trunk Group from an SBC MISSOURI Local Only Tandem Switch.	SBC's language is not consistent with the Arbitrator's Report.
CC (Xspedius) ITR 3	2.1 <u>Section 251(b)(5) Toll Traffic, SBC MISSOURI will not impose any restrictions on a CLEC that are not imposed on its own traffic with respect to trunking and routing options afforded the CLEC.</u>	1.4 SBC MISSOURI will allow CLEC to use the same physical facilities to provision two-way Local Interconnection Trunk Groups , CLEC shall have administrative and order control (e.g. , determination of trunk group size) of the trunk group to the extent that it does not require SBC MISSOURI to redesign its network configuration.	2.1 - The CLEC Coalition's language is most consistent with the Arbitrator's Report. 1.4 - SBC's language consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
CC (Xspedius) ITR 3	<u>2.1.1 CLEC Originating (CLEC to SBC MISSOURI):</u>	2.1 When CLEC Offers Service in a Local Exchange Area, the following trunk groups shall be used to exchange various types of traffic between CLEC End Users and SBC MISSOURI End Users. Trunking to an SBC MISSOURI Local Only, Local/IntraLATA, or Local/Access Tandem Switch, for the delivery of Section 251(b)(5)/IntraLATA Traffic, shall afford CLEC access to the NXXs served by the subtending End Offices of that tandem.	2.11 Xsedius' language is not consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
CC (Xspedius) ITR 3	For <u>CLEC Originating traffic (CLEC to SBC MISSOURI)</u> , subject to Section 1.0 above, <u>InterLATA toll traffic and toll traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA toll provider may be combined with Section 251(b)(5) Traffic and ISP-Bound Traffic on the same trunk group when CLEC routes traffic to a SBC MISSOURI Local/IntraLATA Tandem Switch, Local/ access tandem Switch or directly to a SBC MISSOURI End Office. When mutually agreed upon traffic data exchange methods are implemented as specified in Section 5.0 of this Appendix, direct trunk group(s) to SBC MISSOURI End Offices will be provisioned and paid for by SBC as two-way and used as two-way. When SBC MISSOURI Access Tandem Switches are separate from Local Tandem Switches separate trunk group used to carry Section 251(b)(5) Traffic and ISP-Bound Traffic will be provided to each Local Tandem Switch and a separate intraLATA toll trunk group used to carry IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CLEC v</u>	2.2 Local Only and Local Interconnection Trunk Group(s) in each Local Exchange Area: SBC MISSOURI.	Xspedius' language is not consistent with the Arbitrator's Report.
CC (Xspedius) ITR 3	<u>Trunking to an SBC MISSOURI Local/Local/IntraLATA, or Local/Access Tandem Switch will provide CLEC access to the SBC MISSOURI End Offices which subtend that tandem, and to other service providers that are connected to SBC MISSOURI. Trunking to a SBC MISSOURI End Office(s) will provide CLEC access only to the NXXs served by that individual End Office(s).</u>	2.2.1 A two-way Local Only Trunk Group shall be established between CLEC's switch and each SBC MISSOURI Local Only Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.	SBC's language is not consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
CC (Xspedius) ITR 3	2.1.2 CLEC Terminating (SBC MISSOURI to CLEC):	2.2.2 A two-way Local Interconnection Trunk Group shall be established between CLEC switch and each SBC MISSOURI Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.	SBC's language is not consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
CC (Xspedius) ITR 3	For <u>CLEC Terminating traffic (SBC MISSOURI to CLEC)</u> , where <u>SBC MISSOURI has a Local/IntraLATA or Local/Access Tandem Switch</u> <u>SBC MISSOURI will combine the Section 251(b)(5) Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC MISSOURI where SBC MISSOURI is both the Section 251(b)(5) Traffic and intraLATA toll provider over a single two-way trunk group. When SBC MISSOURI has Access Tandem Switches that serve a Local Exchange Area separate from Local Tandem Switches in a Local Exchange Area, SBC MISSOURI shall deliver Section 251(b)(5) Traffic and ISP-Bound traffic from the Local Tandem Switch to CLEC over the two-way trunk group. SBC MISSOURI shall deliver IntraLATA Toll Traffic from the Access Tandem Switch to CLEC over the two-way trunk groups. As noted in Section 2.1.1 above, direct trunk group(s) between CLEC and SBC MISSOURI End Offices will be provisioned as two-way and used as two-way. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the SBC MISSOURI network. Multifrequency (</u>	2.2.3 SBC MISSOURI reserves the right to initiate a one-way IntraLATA Toll Trunk Group to CLEC in order to provide Tandem relief when a community of interest is outside the local exchange area in which CLEC is interconnected.	Xspedius' language is consistent with the Arbitrator's Report. 2.2.3 - SBC's language is consistent with the Arbitrator's Report to the extent traffic is terminating to SBC.
CC (Xspedius) ITR 3		2.2.4 Where traffic from CLEC switch to an SBC MISSOURI End Office is sufficient (24 or more trunks), a Local Interconnection Trunk Group shall also be established to the SBC MISSOURI End Office.	SBC's language is consistent with the Arbitrator's Report, although a specific threshold was not established.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
CC (Xspedius) ITR 3		2.2.5 A Local Interconnection Trunk Group shall be established from CLEC switch to each SBC MISSOURI End Office in a local exchange area that has no Local Tandem. This trunk group shall be established as a direct final.	2.2.5 - SBC's language is not consistent with the Arbitrator's Report.
CC (Xspedius) ITR 3		2.2.6 When SBC MISSOURI has a separate Local Only Tandem Switch(es) in the local exchange area, and a separate Access Tandem Switch that serves the same local exchange area, a two-way IntraLATA Toll Trunk Group shall be established to <u>the SBC MISSOURI</u> Access Tandem Switch. In addition a two-way Local Only Trunk Group(s) shall be established from CLEC's switch to each SBC MISSOURI Local Only Tandem Switch.	SBC's language is not consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
CC (Xspedius) ITR 3	1.4.1 [For Xspedius] Exchange Trunks for the transmission and routing of terminating 251(b)(5)/Toll Traffic, intraLATA Exchange Access Traffic, including translated intraLATA 8YY traffic. With respect to each route (e.g. where applicable, the Exchange Trunk group(s) between a certain XSPEDIUS/CLEC switch and a certain SBC MISSOURI switch), XSPEDIUS/CLEC may request that Exchange Trunks be established as (1) one-way trunks, (2) two-way that carry only one-way terminating traffic or (3) two-way trunks that carry two way traffic. The Parties recognize and agree that, as of the effective date of this Agreement, existing Exchange Trunks in MISSOURI are two-way and carry one-way or two-way traffic. Upon XSPEDIUS'/CLEC's request, any route or routes may be rearranged or replaced by a one-way or two-way directionalized trunking arrangement.	2.2.7 Each Party shall deliver to the other Party over the Local Only and/or Local Interconnection Trunk Group(s) only such traffic that originates and terminates in the same local exchange area.	14.1 - Xspedius' language is most consistent with the Arbitrator's Report. 2.2.7 - SBC's language is not consistent with the Arbitrator's Report.
CC (Xspedius) ITR 3	3.0 Trunk Design Blocking Criteria	3.0 Trunk Design Blocking Criteria	
CC (Xspedius) ITR 3	Trunk forecasting and servicing for the Section 251(b)(5), ISP-Bound Traffic and intraLATA toll trunk groups will be based on the industry standard objective of 2% overall time consistent average busy season busy hour loads 1% from the End Office to the Tandem and 1% from tandem to End Office based on Neal Wilkinson B.0IM [Medium Day-to-Day Variation] until traffic data is available. Listed below are the trunk group types and their objectives:	Trunk forecasting and servicing for the Local Interconnection Trunk Groups will be based on the industry standard objective of 2% overall time consistent average busy season busy hour loads 1% from the End Office to the Tandem and 1% from tandem to End Office based on Neal Wilkinson B.0IM [Medium Day-to-Day Variation] until traffic data is available. Listed below are the trunk group types and their objectives:	3.0 - Xspedius' language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
CC (Xspedius) ITR 3		4.6.2 If differences in semi-annual forecasts of the Parties vary by more than 96 additional DS0 two-way trunks for each Local Interconnection Trunk Groups, the Parties shall meet to reconcile the forecast to within 96 DS0 trunks.	SBC's language is consistent with the Arbitrator's Report.
CC (Xspedius) ITR 3	6.5 <u>Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be 20 business days from receipt of a complete and accurate ASR.</u> If one of the Parties is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection <u>Service Arrangement trunk(s)</u> by the due date, the Party will provide a requested revised service due date. If CLEC requests a service due date change which exceeds the 31 calendar days after the original due date, the ASR must be cancelled by the CLEC. Should the CLEC fail to cancel such an ASR, SBC MISSOURI shall treat the ASR as if it were cancelled.	6.5 If one of the Parties is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection and Meet Point Trunk Groups by the due date, the Party will provide a requested revised service due date. If CLEC requests a service due date change which exceeds the 31 calendar days after the original due date, the ASR must be cancelled by the CLEC. Should the CLEC fail to cancel such an ASR, SBC MISSOURI shall treat the ASR as if it were cancelled.	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
CC (Xspedius) ITR 3	8.2 SBC MISSOURI will engineer all <u>interconnection trunks</u> between SBC MISSOURI and CLEC to a 6dB of digital pad configuration. Further, as of the date of the execution of this Agreement, SBC MISSOURI and CLEC will cooperatively work to identify and convert all existing <u>interconnection trunks</u> to a 6dB of digital pad configuration.	8.2 SBC MISSOURI will engineer all Local Interconnection Trunk Groups between SBC MISSOURI and CLEC to a 6dB of digital pad configuration. Further, as of the date of the execution of this Agreement, SBC MISSOURI and CLEC will cooperatively work to identify and convert all existing Local Interconnection Trunk Groups to a 6dB of digital pad configuration.	Xspedius' language is most consistent with the Arbitrator's Report.
CC (Xspedius) ITR 3		8.3.1 Each Party will cooperatively plan and implement coordinated testing and repair procedures, which may include industry standard 105 and 108 tests, for the meet point and Local Interconnection Trunk Groups and facilities to ensure trouble reports are resolved in a timely and appropriate manner.	SBC's language is not consistent with the Arbitrator's Report.
CC (Xspedius) ITR 3	10.0 N11 codes (e.g., 411, 611, 911) shall not be sent between the Parties' networks over the <u>Exchange Trunk groups</u> . Where applicable (e.g., 911), separate trunk groups will be established to carry traffic associated with such codes.	10.0 N11 codes (e.g., 411, 611, 911) shall not be sent between the Parties' networks over the Local Interconnection Trunk Groups . Where applicable (e.g., 911), separate trunk groups will be established to carry traffic associated with such codes.	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
CC (Xspedius) ITR 3	11.0 With respect to Exchange Trunk groups', the originating Party shall be responsible for all Control Office functions for interconnection trunks and trunk groups;	11.0 With respect to Local Interconnection Trunk Groups the originating Party shall be responsible for all Control Office functions for Local Interconnection Trunk Groups ;	SBC's language is most consistent with the Arbitrator's Report.
Sprint ITR 3	language found above in subpoint D	language found above in subpoint D	

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Wiltel IC 4	12.1 Where a CLEC originates or terminates its own end user InterLATA Toll Traffic not subject to Meet Point Billing, the CLEC must purchase FGD access service from SBC-13STATE 's state or federal access tariffs, whichever is applicable, to carry such InterLATA Toll Traffic <u>Nothing herein shall require CLEC to use separate trunk groups to terminate InterLATA Toll Traffic provided that CLEC otherwise comply with the terms of this Agreement.</u>	12.1 Where a CLEC originates or terminates its own end user InterLATA Toll Traffic not subject to Meet Point Billing, the CLEC must purchase FGD access service from SBC-13STATE 's state or federal access tariffs, whichever is applicable, to carry such InterLATA Toll Traffic	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Wiltel ITR 3b	<p>12.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC Missouri's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport). Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) <u>or over Local Interconnection Trunk Groups</u> and</p>	<p>12.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC Missouri's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport), and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the</p> <p>(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,</p>	<p>Wiltel's language is most consistent with the Arbitrator's Report.</p>

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Wiltel ITR 3b		(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;	SBC's language is not consistent with the Arbitrator's Report.
Wiltel ITR 3b		(iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or	SBC's language is consistent with the Arbitrator's Report.
Wiltel ITR 3b		(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.	SBC's language is not consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Wiltel ITR 3b		Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that WILTEL's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).	SBC's language is consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
Wiltel ITR 3b		12.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 12.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 12.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree	SBC's language is consistent with the Arbitrator's Report.
AT&T IC 7	<u>9.0 APPLICATION OF FACTORS</u>	9.0 Intentionally Left Blank	

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T IC 7	<p>9.1 When <u>Enhanced and IP Enabled Traffic is commingled with other types of Section 251(b)(5) traffic on local interconnection trunks, and actual charge information is not determinable by the billing Party for usage based charges because the jurisdiction, origin or traffic type is unidentifiable, based on the billing stream information received by the billing Party, the Parties agree to apply a factoring process as set forth below to determine the appropriate charges, rather than relying upon the process and terms and conditions set forth in Section 8.</u></p>		AT&T's language is consistent with the Arbitrator's Report.
AT&T IC 7	<p>9.2 The billed Party will notify the billing Party when it begins to send <u>Enhanced and IP Enabled traffic over the interconnection trunks and shall also provide the billing Party with factors developed at the LATA/State level for the average percent of traffic type and/or origin. The billed party will develop a factor methodology that shall be based on a statistically valid sample of its records or data. Upon receipt by the billing Party of the billed Party's notification provided under this Section 9.2, Section 9.0 shall be applicable for the jurisdictionalization of traffic in lieu of the process and terms set forth in Section 8.0 and in place of the use of CPN.</u></p>		AT&T's language is consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T IC 7	<p>9.3 <u>The billing Party will apply the factors provided by the billed party to all terminating traffic transported over the interconnection trunks. These factors may be adjusted quarterly by the billed party. However, when AT&T introduces Enhanced or IP enabled Traffic in a new LATA, these factors may be adjusted on a monthly basis for the first twelve (12) months that such traffic is introduced in that LATA. An examination of records or data used by the billed party to support the factors provided in Section 9.2 may be requested by the billing party in accordance with the audit procedures set forth in the General Terms and Conditions.</u></p>		AT&T's language is consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T NIA 15	<p>3.4 One-way or two-way, as requested by AT&T, combined-use FG-D trunks on which AT&T may combine originating 251(b)(5) Traffic, intraLATA Exchange Access with interLATA Exchange Access Traffic on Feature Group D exchange access trunks AT&T obtains from SBC MISSOURI. AT&T may be required to report to SBC MISSOURI the factors necessary for proper billing of such combined traffic as set forth in Attachment 12 (Factors). Where AT&T utilizes Feature Group D exchange access trunks to deliver 251(b)(5) Traffic, intraLATA Exchange Access Traffic with interLATA Exchange Access Traffic to SBC MISSOURI, SBC MISSOURI shall establish separate one-way trunk group(s) (or a two-way group used to carry traffic one way) to deliver 251(b)(5) Traffic and intraLATA Exchange Access Traffic to AT&T. SBC MISSOURI will use or establish a POI for such trunk group in accordance with Section 1.3 of Part A of this Agreement.</p>	None	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 15	<p>7.1.1 The Parties will establish Local Interconnection Trunk Groups. <u>SBC MISSOURI will allow MCI to use the same physical facilities (e.g., dedicated transport access facilities, dedicated transport UNE facilities) to provision trunk groups that carry local, intraLATA and interLATA traffic, provided such combination of traffic is not for the purpose of avoiding access charges, and facility charges associated with dedicated transport used to carry interLATA and intraLATA traffic originated by or terminated to an end user customer who is not a MCI local exchange service customer. SBC MISSOURI and MCI may establish a single two-way trunk group provisioned to carry intraLATA (including local) and interLATA traffic where technically feasible. MCI may have administrative control (e.g., determination of trunk size) of this combined two-way trunk group to the extent that it does not require SBC MISSOURI to redesign its network configuration. When traffic is not segregated according to a traffic type, the Parties will provide a percentage of jurisdictional use factors or an actual measurement of ju</u></p>	7.1.1 Intentionally Omitted	MCI's language is not consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 15	<p><u>7.1.1.1 Subject to Section 7.1.1 of this Appendix Network, InterLATA toll traffic and IntraLATA toll traffic may be combined with local traffic on the same trunk group when MCIIm routes traffic to either a SBC MISSOURI access tandem which serves as a combined local and toll tandem or directly to a SBC MISSOURI end office. Upon request of MCIIm, SBC MISSOURI will provision two-way trunks. When there are separate SBC MISSOURI access and local tandems in an exchange, a separate local trunk group will be provided to the local tandem and a separate intraLATA toll trunk group will be provided to the access tandem. When there are multiple SBC MISSOURI combined local and toll tandems in an Exchange Area, separate trunk groups will be established to each tandem. Such trunk groups may carry both local, IntraLATA toll and InterLATA toll traffic. Trunking to a SBC MISSOURI access tandem will provide MCIIm access to the SBC MISSOURI end offices and NXXs which subtend that tandem and to other service providers which are connected to SBC MISSOURI. Trunking to a SBC MISSOURI end office</u></p>	7.1.1.1 Intentionally Omitted.	MCI's language is not consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 28b	25 <u>Intentionally Omitted.</u>	25.1 For purposes of this Agreement only, Circuit-Switched Traffic is defined as any traffic that terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport). Notwithstanding anything to the contrary in this Agreement, excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC MISSOURI' local exchange tariffs on file with the ICC, all other Circuit-Switched Traffic, as defined above, that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange ("Interexchange Circuit-Switched Traffic") shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched a	SBC's language is consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 28b	<u>Recip Comp 16 – See Section 11 above</u>	(i) IntraLATA toll Traffic or Optional EAS Traffic from a MCIm end user that obtains local dial tone from MCIm where MCIm is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,	SBC's language is consistent with the Arbitrator's Report.
MCI NIM 28b		(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC MISSOURI end user that obtains local dial tone from SBC MISSOURI where SBC MISSOURI is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;	SBC's language is not consistent with the Arbitrator's Report.
MCI NIM 28b		(iii) Interexchange Circuit Switched Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another MCIm and the IXC fails to perform the Local Number Portability (LNP) query; and/or	SBC's language is consistent with the Arbitrator's Report.
MCI NIM 28b		(iv) Interexchange Circuit Switched Traffic delivered to either Party from a third party competitive local exchange carrier over Local Interconnection Trunk Groups.	SBC's language is not consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix**DP Issue: Section V: Network (NIA/NIM/ITR)**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 28b		Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004)	SBC's language is consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 28b		<p>25.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Interexchange Circuit-Switched Traffic as described in Section 25.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Interexchange Circuit-Switched Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Interexchange Circuit-Switched Traffic as described in Section 25.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other p</p>	SBC's language is consistent with the Arbitrator's Report.
MCI NIM 28b		<u>Recip Comp Section 16</u>	
MCI NIM 28b		16 <u>SWITCHED ACCESS TRAFFIC</u>	

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 28b		16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic s	SBC's language is consistent with the Arbitrator's Report.
MCI NIM 28b		(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,	SBC's language is consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 28b		(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;	SBC's language is not consistent with the Arbitrator's Report.
MCI NIM 28b		(iii) Switched Access Traffic delivered to SBC MISSOURI from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or	SBC's language is consistent with the Arbitrator's Report.
MCI NIM 28b		(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.	SBC's language is not consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix**DP Issue: Section V: Network (NIA/NIM/ITR)**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 28b		Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).	SBC's language is consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
MCI NIM 28b		16.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 16.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 16.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree	SBC's language is consistent with the Arbitrator's Report.
MCI NIM 28b		16.3 Intentionally Omitted	
AT&T IC 1d	1.0 Reciprocal Compensation	1.0 Reciprocal Compensation	

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T IC 1d	<p><u>1.1 251(b)(5) Traffic - “251(b)(5) Traffic” includes all telecommunications traffic (including “ISP Bound Traffic.” as that term is described in the FCC’s Interim ISP Compensation Order) exchanged between the AT&T and SBC MISSOURI pursuant to this Agreement, other than “Exchange Access Traffic,” as defined in Section 2.1. The Parties shall bill each other reciprocal compensation for all “251(b)(5) Traffic,” except for the following types of §251(b)(5) Traffic: “UNE-P Traffic,” which is described in Section 2.2 below and is subject to compensation according to that section; and “Transit Traffic,” which is described in Section 2.3 below and is subject to compensation according to Section 3.0 below. To avoid any doubt about the scope of “§251(b)(5) Traffic,” and without limiting the foregoing reference to “all telecommunications traffic,” the Parties agree that the following types of traffic shall be compensated as 251(b)(5) Traffic in accordance with this Section 1.0 Reciprocal Compensation: (1) ISP Bound Traffic; (2) non-ISP Bound traffic originated by or terminated to ar</u></p>	<p><u>1.2 “Section 251(b)(5) Traffic” is limited to telecommunications traffic exchanged between AT&T and SBC MISSOURI in which the originating end user of one Party and the terminating end user of the other Party are:</u></p>	SBC's language is most consistent with the Arbitrator's Report.
AT&T IC 1d	<p><u>(i) Information (or Enhanced) Services are services means the offering of a capability of generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include an use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.</u></p>	<p><u>(i) both physically located in the same SBC MISSOURI Local Exchange Area as defined by SBC MISSOURI Local (or “General”) Exchange Tariff on file with the applicable state commission or regulatory agency; or</u></p>	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T IC 1d	(ii) <u>“IP Enabled Service” includes, but is not limited to, services and applications that rely on internet protocol for all or part of the transmission of a call. IP Enabled Services include the digital communications capabilities of increasingly higher speeds, which use a number of transmission network technologies, and which generally have in common the use of internet protocol. IP Enabled Services may be provided over broadband or narrowband facilities. IP enabled applications could include capabilities based on higher level software that can be invoked by the customer or on the customer’s behalf to provide functions that make use of communications services. “IP Enabled Services that permit an end-user to send or receive information between the public switched telephone network (PSTN) and the internet is an example of “Information Service.”</u>	(ii) <u>both physically located within neighboring SBC MISSOURI Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.</u>	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T IC 1d	<p><u>1.2</u> Transport and Termination Functions - - Pursuant to 47 C.F.R. § 51.701, Reciprocal Compensation provides compensation for both transport and termination of the other Party's Section 251(b)(5) traffic between the originating carrier's point of interconnection and the called party. The terminating Party shall assess, and the originating Party shall pay, reciprocal compensation in accordance with this Section 1.0 Reciprocal Compensation. Each Party shall assess a charge no greater than \$.0007 per minute of use for the transport and termination of ISP-Bound Traffic and Section 251(b)(5) Traffic set forth in Section 1.9.1.2 of this Attachment.</p>	<p><u>In accordance with the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order"). "ISP-Bound Traffic" is limited to telecommunications traffic exchanged between AT&T and SBC MISSOURI in which the originating end user of one Party and the terminating ISP of the other Party are:</u></p>	SBC's language is most consistent with the Arbitrator's Report.
AT&T IC 1d	<p><u>1.7.1 SBC MISSOURI</u> has made an offer to all telecommunications carriers in the state of Missouri ("the Offer") to exchange on or after June 1, 2004 all Section 251 (b) (5) Traffic <u>including</u> all ISP-Bound traffic pursuant to the terms and conditions of the FCC terminating compensation plan....</p>	<p><u>(i) both physically located in the same SBC MISSOURI Local Exchange Area as defined by SBC MISSOURI Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or</u></p>	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T IC 1d	1.8.2 Option 2: A reciprocal compensation arrangement for the transport and termination of wireline Section 251(b)(5) Traffic <u>including</u> ISP-Bound Traffic,....	(ii) <u>both physically located within neighboring SBC MISSOURI Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.</u>	SBC's language is most consistent with the Arbitrator's Report.
AT&T IC 1d	1.9.2.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, AT&T and SBC MISSOURI agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) traffic <u>including</u> ISP-Bound Traffic exchanged between AT&T and SBC MISSOURI exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation in this Option 1. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of an	1.3 Transport and Termination Functions - Pursuant to 47 C.F.R. § 51.701, Reciprocal Compensation provides compensation for both transport and termination of the other Party's Section 251(b)(5) traffic between the originating carrier's point of interconnection and the called party. The terminating Party shall assess, and the originating Party shall pay, reciprocal compensation in accordance with this Section 1.0 Reciprocal Compensation. Each Party shall assess a charge no greater than \$.0007 per minute of use for the transport termination of ISP-Bound Traffic and Section 251(b)(5) Traffic set forth in Section 1.9.1.2 of this Attachment.	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T IC 1d	1.9.3.1 For purposes of this Section 1.9.3.1, all Section 251(b)(5) traffic <u>including</u> all ISP-bound Traffic shall be referred to as "Billable Traffic."...	<u>1.7.1 SBC MISSOURI</u> has made an offer to all telecommunications carriers in the state of Missouri ("the Offer") to exchange on or after June 1, 2004 all Section 251 (b) (5) Traffic and all ISP-Bound traffic pursuant to the terms and conditions of the FCC terminating compensation plan....	SBC's language is most consistent with the Arbitrator's Report.
AT&T IC 1d	1.11.1 As an alternative to Option 1, AT&T can elect long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic <u>including</u> ISP-Bound Traffic originated and terminated between SBC MISSOURI and AT&T in Missouri so long as qualifying traffic between the parties remains in balance in accordance with this Section 1.11. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic as defined in Section <u>1.1 including</u> ISP-Bound Traffic as defined in Section <u>1.1</u> of this Attachment and does not include, Optional Calling Area Traffic, IntraLATA Interexchange Traffic, Meet Point Billing Traffic, FX Traffic, or FGA Traffic.	1.8.2 Option 2: A reciprocal compensation arrangement for the transport and termination of wireline Section 251(b)(5) Traffic and ISP-Bound Traffic,....	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T IC 1d	1.11.6 Upon reasonable belief that traffic other than Section 251(b)(5) Traffic defined in Section <u>1.1</u> <u>including</u> ISP-Bound Traffic as defined in Section <u>1.1</u> of this Attachment....	1.9.2.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, AT&T and SBC MISSOURI agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) traffic and ISP-Bound Traffic exchanged between AT&T and SBC MISSOURI exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation in this Option 1. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceed	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T IC 1d	1.11.7 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than Section 251(b)(5) Traffic <u>including</u> ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic <u>including</u> ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest at the commercial paper rate as referenced in Section 9.1 of the General Terms and Conditions of this Agreement.	1.9.3.1 For purposes of this Section 1.9.3.1, all Section 251(b)(5) traffic and all ISP-bound Traffic shall be referred to as "Billable Traffic."...	SBC's language is most consistent with the Arbitrator's Report.
AT&T IC 1d	1.12.1.1 For intra-switch Section 251(b)(5) Traffic, <u>including</u> ISP-Bound Traffic....	1.11.1 As an alternative to Option 1, AT&T can elect long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between SBC MISSOURI and AT&T in Missouri so long as qualifying traffic between the parties remains in balance in accordance with this Section 1.11. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic as defined in Section 1.2 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment and does not include, Optional Calling Area Traffic, IntraLATA Interexchange Traffic, Meet Point Billing Traffic, FX Traffic, or FGA Traffic.	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T IC 1d	1.12.1.2 For interswitch Section 251(b)(5) Traffic, <u>including</u> ISP-Bound Traffic exchanged between SBC MISSOURI end users and AT&T's end users where AT&T purchases any combination of Network Elements from SBC MISSOURI on a wholesale basis, the Parties agree to compensate each other for the termination of such traffic at: (i) the FCC Plan rate specified in Section 1.9.1.2 for the transport and termination of Section 251(b)(5) Traffic, <u>including</u> ISP Bound Traffic, if Option 1 is elected by AT&T. If Option 2 has been selected by AT&T, such traffic will be exchanged between the Parties under a bill and keep arrangement in accordance with Section 1.11 above.	1.11.6 Upon reasonable belief that traffic other than Section 251(b)(5) Traffic defined in Section 1.2 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment....	SBC's language is most consistent with the Arbitrator's Report.
AT&T IC 1d	8.5 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings, made within each terminating Party's network, that have been converted to industry standard Electronic Message Interface (EMI) for Section 251(b)(5) Traffic, <u>which includes</u> ISP-Bound Traffic, and IntraLATA Toll Traffic (Terminating MOUs).	1.11.7 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than Section 251(b)(5) Traffic and ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest at the commercial paper rate as referenced in Section 9.1 of the General Terms and Conditions of this Agreement.	SBC's language is most consistent with the Arbitrator's Report.
AT&T IC 1d	2.0 Exclusions from Reciprocal Compensation.	1.12.1.1 For intra-switch Section 251(b)(5) Traffic, and ISP-Bound Traffic....	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T IC 1d	<u>Reciprocal compensation shall not apply to the following traffic:</u>	1.12.1.2 For interswitch Section 251(b)(5) Traffic, and ISP-Bound Traffic exchanged between SBC MISSOURI end users and AT&T's end users where AT&T purchases any combination of Network Elements from SBC MISSOURI on a wholesale basis, the Parties agree to compensate each other for the termination of such traffic at: (i) the FCC Plan rate specified in Section 1.9.1.2 for the transport and termination of Section 251(b)(5) Traffic, and ISP-Bound Traffic, if Option 1 is elected by AT&T. If Option 2 has been selected by AT&T, such traffic will be exchanged between the Parties under a bill and keep arrangement in accordance with Section 1.11 above.	SBC's language is most consistent with the Arbitrator's Report.
AT&T IC 1d	<u>2.1 To Exchange Access traffic that is subject to 251(g) of the Act, until such time as the Federal Communications Commission removes Exchange Access from 251(g). Exchange Access refers to non-ISP bound traffic between the Parties' customers that originates in one local calling area (includes mandatory and optional expanded local calling areas) and terminates in a different local calling area (includes mandatory and optional expanded local calling areas) as determined by the originating and terminating NPA NXXs of the calling and called parties. Compensation for transport and termination of Exchange Access calls shall be at the rates set forth in each Party's interstate or intrastate access tariffs, as applicable. Should Exchange Access be removed from Section 251(g), it will be subject to reciprocal compensation upon the effective date of the order.</u>	8.5 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings, made within each terminating Party's network, that have been converted to industry standard Electronic Message Interface (EMI) for Section 251(b)(5) Traffic, ISP-Bound Traffic, and IntraLATA Toll Traffic (Terminating MOUs).	2.1 and subsections - AT&T's language is not consistent with the Arbitrator's Report. SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T IC 1d	<p><u>2.1.1. Exchange access traffic that is subject to 251(g) of Act, also includes only the following category of IP Enabled Service: 1+ interLATA calls and 1+ intraLATA Exchange Access calls that: (1) use ordinary customer premises equipment (such as a traditional telephone) with no enhanced functionality; (2) originate and terminate on the public switched telephone network (PSTN); (3) undergo no net protocol conversion as defined in 2.1.1.1 below; and (4) provide no enhanced functionality to end users that result from the provider's use of IP technology. To the extent that the FCC finds that this type of IP Enabled Service is not exchange access service, is an Information Service, or is not otherwise subject to access charges, then as of the effective date of such finding, this traffic shall be either subject to Sec. 251(b)(5) as set forth in Sec. 1.1 above, or subject to bill and keep, as appropriate and consistent with the FCC's findings.</u></p>	<p>2.2.2 InterLATA FX traffic will be subject to SBC's access tariffs, interstate or intrastate, whichever is applicable.</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
AT&T IC 1d	<p><u>2.1.1.1 A "Net Protocol Conversion" occurs when a call is originated by an end user in Internet Protocol and terminated to an end user in a circuit-switched protocol or vice versa.</u></p>	<p>10. Switched Access Traffic</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T IC 1d		10.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC MISSOURI's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in	SBC's language is most consistent with the Arbitrator's Report.
AT&T IC 1d		(i) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T end user that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T IC 1d		(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;	SBC's language is most consistent with the Arbitrator's Report.
AT&T IC 1d		(iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or	SBC's language is most consistent with the Arbitrator's Report.
AT&T IC 1d		(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.	SBC's language is most consistent with the Arbitrator's Report.
AT&T IC 1d		Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).	SBC's language is most consistent with the Arbitrator's Report.

Attachment V Part 1 Detailed Language Decision Matrix

DP Issue: Section V: Network (NIA/NIM/ITR)

CLEC/Group DPL Issue #	CLEC Language	SBC Language	DECISION
AT&T IC 1d		10.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 10.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 10.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree	SBC's language is most consistent with the Arbitrator's Report.
AT&T IC 6c	language found above in subpoint I	language found above in subpoint I	
Subpoint J: Two-Way Trunking			