Attachment XIII.A Detailed Language Decision Matrix			
DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting			
CLEC/Group DPL Issue #	**CLEC Language**	**SBC Language**	**Arbitrator's Report**
MCI xDSL 1	This Appendix xDSL sets forth the terms and conditions that SBC MISSOURI will offer xDSL Loops and xDSL Subloops to MCIm for MCIm to use in conjunction with its desired xDSL technologies and equipment to provision xDSL services to its end user customers. The associated rates are set forth in Appendix Pricing of this Agreement	This Appendix xDSL sets forth the terms and conditions that SBC MISSOURI will offer xDSL Loops and xDSL Subloops to MCIm **in accordance with the FCC's Triennial Review Order and associated and effective implementing rules** for MCIm to use in conjunction with its desired xDSL technologies and equipment to provision xDSL services to its end user customers. The associated rates are set forth in Appendix Pricing of this Agreement.	MCI's language is most consistent with the Arbitrator's Report.
MCI xDSL 2	3.7 Intentionally Omitted	3.7 **Liability**	MCI's language is most consistent with the Arbitrator's Report.

Attachment XIII.A Detailed Language Decision Matrix

DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
MCI xDSL 2	3.8 Intentionally Omitted	3.7.1 Notwithstanding any other provision of this Appendix, each Party agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on SBC MISSOURI facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.	MCI's language is most consistent with the Arbitrator's Report.

	Attachment XIII.A Detailed Language Decision Matrix		

DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
MCI xDSL 2		3.8 **Indemnification**	MCI's language is most consistent with the Arbitrator's Report.
MCI xDSL 2		3.8.1 **Covered Claim: Notwithstanding any other provisions of this Appendix, each Party ("Indemnifying Party") will release, indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, claim, or damage, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end user customer of Indemnitee for which Indemnitee has sole responsibility and liability) caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party.**	MCI's language is most consistent with the Arbitrator's Report.

Attachment XIII.A Detailed Language Decision Matrix			
DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting			
CLEC/Group DPL Issue #	**CLEC Language**	**SBC Language**	**Arbitrator's Report**
MCI xDSL 2		3.8.2 **Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, the Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, claim or damage indemnified pursuant to Section 3.8.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.**	MCI's language is most consistent with the Arbitrator's Report.

Attachment XIII.A Detailed Language Decision Matrix			
DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting			
CLEC/Group DPL Issue #	**CLEC Language**	**SBC Language**	**Arbitrator's Report**
MCI xDSL 2		3.8.3 **Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to the Indemnifying Party of any Covered Claim at the address for notice set forth herein within ten (10) days of receipt, and, in the case of receipt of service of process, will deliver such process to the Indemnifying Party not later than ten (10) business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies in the area affected by the claim, and all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with the Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to**	MCI's language is most consistent with the Arbitrator's Report.

Attachment XIII.A Detailed Language Decision Matrix			
DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting			
CLEC/Group DPL Issue #	**CLEC Language**	**SBC Language**	**Arbitrator's Report**
MCI xDSL 2		3.8.4 **Indemnitee agrees that Indemnifying Party will have no indemnity obligation under 3.8.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability.**	MCI's language is most consistent with the Arbitrator's Report.
MCI xDSL 2		3.8.5 **Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or willful misconduct.**	MCI's language is most consistent with the Arbitrator's Report.

Attachment XIII.A Detailed Language Decision Matrix			
DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting			
CLEC/Group DPL Issue #	**CLEC Language**	**SBC Language**	**Arbitrator's Report**
MCI xDSL 3	7.4 A Party shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when it reports a failure of an unbundled Network Element and the other Party dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble was not caused by the other Party's facilities or equipment. *****Time and Material Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those <u>contained in Appendix Pricing</u>.	7.4 A Party shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when it reports a failure of an unbundled Network Element and the other Party dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble was not caused by the other Party's facilities or equipment. *****Time and Material Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those **referenced in FCC No. 73, Section 13.4.4.**	Rates, whether contained in the ICA or in the tariff, must be variable at SBC's option. SBC's language is most consistent with the Arbitrator's Report.
MCI xDSL 3	9.3.2 ***** If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, MCIm will provide SBC MISSOURI with a confirmation number and SBC MISSOURI will complete the order. MCIm will be billed and shall pay for the Acceptance Test at the applicable rates as <u>set forth in Appendix Pricing.</u>	9.3.2 ***** If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, MCIm will provide SBC MISSOURI with a confirmation number and SBC MISSOURI will complete the order. MCIm will be billed and shall pay for the Acceptance Test at the applicable rates as **referenced in section 9.4.2 below.**	Rates, whether contained in the ICA or in the tariff, must be variable. SBC's language is most consistent with the Arbitrator's Report.

Attachment XIII.A Detailed Language Decision Matrix			
DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting			
CLEC/Group DPL Issue #	**CLEC Language**	**SBC Language**	**Arbitrator's Report**
MCI xDSL 3	9.3.2.1 * SBC MISSOURI will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by MCIm when MCIm cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. SBC MISSOURI may then close the order utilizing existing procedures, document the time and reason, and may bill MCIm and MCIm shall pay the minimum charges as if the Acceptance Test had been completed and the loop accepted, <u>as set forth in Appendix Pricing.</u>	9.3.2.1 * SBC MISSOURI will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by MCIm when MCIm cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. SBC MISSOURI may then close the order utilizing existing procedures, document the time and reason, and may bill MCIm and MCIm shall pay the minimum charges as if the Acceptance Test had been completed and the loop accepted, **referenced in section 9.4.2 below.**	Rates, whether contained in the ICA or in the tariff, must be variable at SBC's option. SBC's language is most consistent with the Arbitrator's Report.

Attachment XIII.A Detailed Language Decision Matrix			
DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting			
CLEC/Group DPL Issue #	**CLEC Language**	**SBC Language**	**Arbitrator's Report**
MCI xDSL 3	9.4.2 <u>Intentionally Omitted</u>.	9.4.2 **MCIm shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the SBC MISSOURI technician time involved, pursuant to the applicable, regional FCC tariffed rates set forth in Section 13.4.4 of FCC No. 73; provided, however, the tariffed rates shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement. If requested by MCIm, Overtime or Premium time charges will apply for requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.**	Rates, whether contained in the ICA or in the tariff, must be variable at SBC's option. SBC's language is most consistent with the Arbitrator's Report.

	Attachment XIII.A Detailed Language Decision Matrix		

DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
MCI xDSL 3	10.4.2 * If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the technician will close out the trouble report and the LOC will bill and MCI will pay for the cooperative testing as set forth in Appendix Pricing.	10.4.2 * If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the technician will close out the trouble report and the LOC will bill and MCI will pay for the cooperative testing as **referenced in section 9.4.2 above.**	Rates, whether contained in the ICA or in the tariff, must be variable. SBC's language is most consistent with the Arbitrator's Report.
MCI xDSL 3	10.4.4 * SBC MISSOURI will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the loop by MCIm when MCIm cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. SBC MISSOURI may then close the order utilizing existing procedures, document the time and reason, and may bill MCIm and MCIm shall pay the minimum charges as if the Cooperative Test had been completed and the loop accepted, as set forth in Appendix Pricing.	10.4.4 * SBC MISSOURI will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the loop by MCIm when MCIm cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. SBC MISSOURI may then close the order utilizing existing procedures, document the time and reason, and may bill MCIm and MCIm shall pay the minimum charges as if the Cooperative Test had been completed and the loop accepted, as **referenced in section 9.4.2.**	Rates, whether contained in the ICA or in the tariff, must be variable at SBC's option. SBC's language is most consistent with the Arbitrator's Report.
MCI xDSL 3	MO ATT YZP	MO ATT YZP	

Attachment XIII.A Detailed Language Decision Matrix			

DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
MCI xDSL 3	3.3.3 * MCIm shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, associated with any YZP-related trouble ticket dispatch <u>in accordance with of the requirements of Appendix UNE of this Agreement and at the rates set forth in Appendix Pricing of this Agreement.</u>	3.3.3 * MCIm shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, associated with any YZP-related trouble ticket dispatch **pursuant to the FCC tariffed rates set forth in Section 5 below, if:**	Rates, whether contained in the ICA or in the tariff, must be variable at SBC's option. SBC's language is most consistent with the Arbitrator's Report.
MCI xDSL 3	5 <u>The applicable rates are set forth in Appendix Pricing of this Agreement.</u>	5 *** MCIm shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, associated with any YZP-related trouble ticket dispatch pursuant to Section 13.4.4 of the FCC No. 73 tariff; provided, however, the referenced tariff rates shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.**	Rates, whether contained in the ICA or in the tariff, must be variable at SBC's option. SBC's language is most consistent with the Arbitrator's Report.
MCI xDSL 3	MO APPENDIX RABT MMP	MO APPENDIX RABT MMP	

Attachment XIII.A Detailed Language Decision Matrix			
DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting			
CLEC/Group DPL Issue #	**CLEC Language**	**SBC Language**	**Arbitrator's Report**
MCI xDSL 3	5 Prior to the opening of a trouble ticket for the RABT, MCIm must verify that the problem is not MCIm-related. If an RABT trouble ticket is opened, and it is later determined by SBC MISSOURI that the requested Conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed by SBC MISSOURI as a 'No Trouble Found' (NTF). <u>Rates for RABT MMP processes and trouble tickets are set forth in Appendix Pricing of this Agreement.</u>	5 Prior to the opening of a trouble ticket for the RABT, MCIm must verify that the problem is not MCIm-related. If an RABT trouble ticket is opened, and it is later determined by SBC MISSOURI that the requested Conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed by SBC MISSOURI as a 'No Trouble Found' (NTF) **and MCIm shall pay a Maintenance Service Charge on a Time and Material basis, in 30-minute increments, pursuant to Section 13.4.4 of FCC No. 73; provided, however, the tariffed rates referenced below shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.**	Rates, whether contained in the ICA or in the tariff, must be variable at SBC's option. SBC's language is most consistent with the Arbitrator's Report.

Attachment XIII.A Detailed Language Decision Matrix			
DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting			
CLEC/Group DPL Issue #	**CLEC Language**	**SBC Language**	**Arbitrator's Report**
MCI xDSL 3	MO APPENDIX RABT YZP	MO APPENDIX RABT YZP	
MCI xDSL 3	5.1 Prior to the opening of a trouble ticket for the RABT, MCIm must verify that the problem is not MCIm-related. If an RABT trouble ticket is opened, and it is later determined by SBC MISSOURI that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed in SBC MISSOURI as a 'No Trouble Found' (NTF) and <u>Rates for RABT YZP processes and trouble tickets are set forth in Appendix Pricing of this Agreement.</u>	5.1 ***** Prior to the opening of a trouble ticket for the RABT, MCIm must verify that the problem is not MCIm-related. If an RABT trouble ticket is opened, and it is later determined by SBC MISSOURI that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed in SBC MISSOURI as a 'No Trouble Found' (NTF) **and MCIm shall pay a Maintenance Service Charge on a Time and Material basis, in 30-minute increments, pursuant to Section 13.4.4 of the FCC No. 73 tariff; provided, however, the referenced tariff rates shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.**	Rates, whether contained in the ICA or in the tariff, must be variable at SBC's option. SBC's language is most consistent with the Arbitrator's Report.

Attachment XIII.A Detailed Language Decision Matrix

DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
MCI xDSL 4	9.3.6 If, however, a trouble ticket is opened on the loop within twenty-four (24) hours and the trouble resulted from SBC MISSOURI error as determined through standard testing procedures, MCIm will be credited for the cost of the Acceptance Test. Additionally, MCIm may request SBC MISSOURI to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in section 9.4.1.	9.3.6 * If, however, a trouble ticket is opened on the loop within twenty-four (24) hours and the trouble resulted from SBC MISSOURI error as determined through standard testing procedures, MCIm will be credited for the cost of the Acceptance Test. Additionally, MCIm may request SBC MISSOURI to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge.	SBC's language is most consistent with the Arbitrator's Report.
MCI xDSL 4	9.4.1 * In any calendar month after the first sixty (60) days of the agreement, MCIm may indicate that it believes that SBC MISSOURI is failing to install loops that are acceptable under the terms and definitions of this Appendix.	9.4.1 **Intentionally Omitted.**	SBC' language is most consistent with the Arbitrator's Report.

Attachment XIII.A Detailed Language Decision Matrix			
DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting			
CLEC/Group DPL Issue #	**CLEC Language**	**SBC Language**	**Arbitrator's Report**
MCI xDSL 4	9.4.1.1 * <u>SBC MISSOURI will perform an unbiased random sampling of MCIm's service orders (or any other statistically robust or mutually acceptable sampling process). If the sampling establishes that SBC MISSOURI is correctly provisioning loops with continuity and ordered Conditioning ninety percent (90%) of the time over any two (2) month period of time, SBC MISSOURI may continue charging for Acceptance Testing for all. If the sampling results show that SBC MISSOURI is not correctly provisioning loops ninety percent (90%) of the time, or greater, SBC MISSOURI may then perform a comprehensive analysis of the population.</u>	**9.4.1.1 Intentionally Omitted.**	SBC's language is most consistent with the Arbitrator's Report.

Attachment XIII.A Detailed Language Decision Matrix			
DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting			
CLEC/Group DPL Issue #	**CLEC Language**	**SBC Language**	**Arbitrator's Report**
MCI xDSL 4	9.4.1.2 * If the sampling results from above show that SBC MISSOURI is in non-compliance with the Conditioning success rate, as defined in this Appendix, then MCIm will not be billed for Acceptance Testing for the next sixty (60) days. When and if necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30) days of MCIm's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.	**9.4.1.2 Intentionally Omitted.**	SBC's language is most consistent with the Arbitrator's Report.
MCI xDSL 4	9.4.1.3 * In any calendar month after the sixty (60) day no-charge period for Acceptance Testing, SBC MISSOURI may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated above, be performed to determine whether SBC MISSOURI can show compliance with the minimum success rates, as defined above. If the sampling result show SBC MISSOURI is again in compliance, billing for Acceptance Testing shall resume.	**9.4.1.3 Intentionally Omitted.**	SBC's language is most consistent with the Arbitrator's Report.

Attachment XIII.A Detailed Language Decision Matrix

DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
MCI xDSL 4	9.4.1.4 * <u>Regardless of whether SBC MISSOURI is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs that did not pass the test parameters, as defined by this Appendix. SBC MISSOURI will not bill for loop repairs when the repair resulted from an SBC MISSOURI problem.</u>	**9.4.1.4 Intentionally Omitted.**	SBC's language is most consistent with the Arbitrator's Report.
MCI xDSL 5a, 5b	7.3 SBC MISSOURI and MCIm agree to coordinate in good faith any testing, repair and maintenance that will significantly impact service provided by the other Party. ***<u>MCIm may request cooperative testing</u>**. If trouble occurs with unbundled Network Elements provided by SBC MISSOURI, MCIm will first determine whether the trouble is in MCIm's own equipment and/or facilities or those of the end user customer. If MCIm determines the trouble is in SBC MISSOURI's equipment and/or facilities, MCIm will issue a trouble ticket to SBC MISSOURI	7.3 SBC MISSOURI and MCIm agree to coordinate in good faith any testing, repair and maintenance that will significantly impact service provided by the other Party. If trouble occurs with unbundled Network Elements provided by SBC MISSOURI, MCIm will first determine whether the trouble is in MCIm's own equipment and/or facilities or those of the end user customer. If MCIm determines the trouble is in SBC MISSOURI's equipment and/or facilities, MCIm will issue a trouble ticket to SBC MISSOURI.	SBC's language is most consistent with the Arbitrator's Report.

Attachment XIII.A Detailed Language Decision Matrix			
DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting			
CLEC/Group DPL Issue #	**CLEC Language**	**SBC Language**	**Arbitrator's Report**
MCI xDSL 5a, 5b	7.4 A Party shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when it reports a failure of an unbundled Network Element and the other Party dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble was not caused by the other Party's facilities or equipment. ***Time and Material Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those <u>contained in Appendix Pricing</u>.	7.4 A Party shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when it reports a failure of an unbundled Network Element and the other Party dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble was not caused by the other Party's facilities or equipment. ***Time and Material Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those **referenced in FCC No. 73, Section 13.4.4.**	SBC's language is most consistent with the Arbitrator's Report.
MCI xDSL 5a, 5b	9.3.2 ***** If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, MCIm will provide SBC MISSOURI with a confirmation number and SBC MISSOURI will complete the order. MCIm will be billed and shall pay for the Acceptance Test at the applicable rates as <u>set forth in Appendix Pricing.</u>	9.3.2 ***** If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, MCIm will provide SBC MISSOURI with a confirmation number and SBC MISSOURI will complete the order. MCIm will be billed and shall pay for the Acceptance Test at the applicable rates as **referenced in section 9.4.2 below**.	SBC's language is most consistent with the Arbitrator's Report.

Attachment XIII.A Detailed Language Decision Matrix			
DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting			
CLEC/Group DPL Issue #	**CLEC Language**	**SBC Language**	**Arbitrator's Report**
MCI xDSL 5a, 5b	9.3.2.1 ***** SBC MISSOURI will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by MCIm when MCIm cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. SBC MISSOURI may then close the order utilizing existing procedures, document the time and reason, and may bill MCIm and MCIm shall pay the minimum charges as if the Acceptance Test had been completed and the loop accepted, <u>as set forth in Appendix Pricing</u>.	**9.3.2.1** ***** SBC MISSOURI will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by MCIm when MCIm cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. SBC MISSOURI may then close the order utilizing existing procedures, document the time and reason, and may bill MCIm and MCIm shall pay the minimum charges as if the Acceptance Test had been completed and the loop accepted **referenced in section 9.4.2 below.**	SBC's language is most consistent with the Arbitrator's Report.

Attachment XIII.A Detailed Language Decision Matrix			
DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting			
CLEC/Group DPL Issue #	**CLEC Language**	**SBC Language**	**Arbitrator's Report**
MCI xDSL 5a, 5b	9.3.6 ***** If, however, a trouble ticket is opened on the loop within twenty-four (24) hours and the trouble resulted from SBC MISSOURI error as determined through standard testing procedures, MCIm will be credited for the cost of the Acceptance Test. Additionally, MCIm may request SBC MISSOURI to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. <u>This loop will not be counted as a successful completion for the purposes of the calculations discussed in section 9.4.1.</u>	9.3.6 ***** If, however, a trouble ticket is opened on the loop within twenty-four (24) hours and the trouble resulted from SBC MISSOURI error as determined through standard testing procedures, MCIm will be credited for the cost of the Acceptance Test. Additionally, MCIm may request SBC MISSOURI to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge.	SBC's language is most consistent with the Arbitrator's Report.

Attachment XIII.A Detailed Language Decision Matrix			
DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting			
CLEC/Group DPL Issue #	**CLEC Language**	**SBC Language**	**Arbitrator's Report**
MCI xDSL 5a, 5b	<u>MO xDSL FOOTNOTE</u>	**MO xDSL FOOTNOTE**	
MCI xDSL 5a, 5b	<u>Intentionally Omitted.</u>	**SBC MISSOURI's Position: It is SBC MISSOURI's position that the provisions noted above with asterices are voluntary, non-251(b) or (c) provisions/offerings that were not subject to the Parties' negotiations under Sections 251 and 252 of the Act and are not subject to arbitration under Section 252 of the Act. SBC MISSOURI disputes MCIm's submission of the issues for arbitration under Section 252 of the Act. Without waiving said objection, SBC MISSOURI has shown in this section the language it can agree to and the substantive disputes between the Parties as to the language itself in the event that the Commission does not exclude the issues associated with SBC MISSOURI non-251(b) and (c) offerings from this Section 252 arbitration proceeding. SBC MISSOURI does not waive, but instead reserves all of its rights, arguments and positions that the provisions noted with asterices (including disputed and non-disputed provisions) are not subject to Sections 251 and 252 of the Act, including without limitation, negotiations under Sections 251/252 of the Act and Sec**	SBC's language is most consistent with the Arbitrator's Report.

Attachment XIII.A Detailed Language Decision Matrix			
DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting			
CLEC/Group DPL Issue #	**CLEC Language**	**SBC Language**	**Arbitrator's Report**
MCI xDSL 5a, 5b	MO ATT RABT MMP	**MO ATT RABT MMP**	
MCI xDSL 5a, 5b	5.1 Prior to the opening of a trouble ticket for the RABT, MCIm must verify that the problem is not MCIm-related. If an RABT trouble ticket is opened, and it is later determined by SBC MISSOURI that the requested Conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed by SBC MISSOURI as a 'No Trouble Found' (NTF). <u>Rates for RABT MMP processes and trouble tickets are set forth in Appendix Pricing of this Agreement.</u>	**5.1** Prior to the opening of a trouble ticket for the RABT, MCIm must verify that the problem is not MCIm-related. If an RABT trouble ticket is opened, and it is later determined by SBC MISSOURI that the requested Conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed by SBC MISSOURI as a 'No Trouble Found' (NTF) **and MCIm shall pay a Maintenance Service Charge on a Time and Material basis, in 30-minute increments, pursuant to Section 13.4.4 of FCC No. 73; provided, however, the tariffed rates referenced below shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.**	SBC's language is most consistent with the Arbitrator's Report.

Attachment XIII.A Detailed Language Decision Matrix			

DP Issue: Section 13 - Advanced Services: xDSL and Line Splitting

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
MCI LineSplit 5	7.3 Line Splitting with a CLEC-Owned Switch. When provisioning an MCIm Line Splitting order for a standalone Loop where MCIm or a third party CLEC is providing switching, SBC MISSOURI shall use the same length of tie pairs and CFA assignments it uses for Line Splitting in conjunction with SBC MISSOURI provided switching plus an additional CLEC-to-CLEC connection and shall employ a basic installation "lift and lay" procedure, in which the SBC MISSOURI technician lifts the Loop from its existing termination in the applicable SBC MISSOURI Central Office and lays it on a new termination connection to MCIm's or its Advanced Services Provider's collocated equipment in the same Central Office utilizing the existing CFA. When submitting an order for Line Splitting for a standalone Loop where MCIm or a third party CLEC is providing switching, MCIm or its Advanced Services Provider will provide, on the service order, the appropriate frame terminations that are dedicated to Splitters. SBC MISSOURI will administer all cross connects/jumpers on the COSMIC/MDF	**7.3 For Line Splitting with a CLEC-Owned Switch, SBC will abide by the provisions outlined pursuant to Appendix xDSL of this Agreement, subject to the outcome of any statewide collaboratives agreed upon changes in the SBC 13-State Line Splitting Collaborative or any applicable state commission collaborative or the Change Management Process, as set forth in sec. 1.2 above.**	SBC's language is most consistent with the Arbitrator's Report.