

Attachment II.A Detailed Language Decision Matrix

DP Issue: Section 2 - Resale Issues

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Subpoint A: CLEC Coalition Issues			
CC Resale 1	1.3 SBC MISSOURI will make available to CLEC for resale Customer Service Contracts, Enhanced Directory Listings, Prepaid Calling Card, Joint User Services and all listed services contained in <u>Exhibit Services and Pricing Schedule to Appendix Services/Pricing of this Attachment at the wholesale discount rates shown therein</u> . Except as otherwise expressed herein, SBC MISSOURI also will make available for resale to CLEC at the wholesale discount rate ordered by the State Commission any other Telecommunications Services offered by SBC MISSOURI and not listed in <u>Exhibit Services and Pricing</u> .	1.3 SBC MISSOURI will make available to CLEC for resale Customer Service Contracts, Enhanced Directory Listings, Prepaid Calling Card, Joint User Services and all listed services contained in Pricing Schedule . Except as otherwise expressed herein, SBC MISSOURI also will make available for resale to CLEC at the wholesale discount rate ordered by the State Commission any other Telecommunications Services offered by SBC MISSOURI and not listed in Pricing Schedule .	SBC's language is most consistent with the Arbitrator's Report
CC Resale 1	4.1 The prices charged or discounts applied to CLEC for Resale service are set forth in <u>Appendix Services</u> .	4.1 The prices charged or discounts applied to CLEC for Resale service are set forth in Pricing Schedule .	SBC's language is most consistent with the Arbitrator's Report

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CC Resale 1	8.3 SBC MISSOURI will provide the Lifeline Service to CLEC at the MISSOURI Lifeline Local Exchange Tariff rate, less an additional CLEC state discount as specified in <u>Appendix Services/ Pricing Exhibit A/B</u> . SBC MISSOURI is the entity eligible to apply to and receive support from the MISSOURI Universal Service Fund and the Federal Universal Service Fund for Lifeline Service.	8.3 SBC MISSOURI will provide the Lifeline Service to CLEC at the MISSOURI Lifeline Local Exchange Tariff rate, less an additional CLEC state discount as specified in Pricing Schedule . SBC MISSOURI is the entity eligible to apply to and receive support from the MISSOURI Universal Service Fund and the Federal Universal Service Fund for Lifeline Service.	SBC's language is most consistent with the Arbitrator's Report
CC Resale 1	14.1 <u>Attached is Exhibit A, "List of SBC MISSOURI's Telecommunications Services Available for Resale", which is a matrix that lists the services offered by SBC MISSOURI which will be made available to CLEC for resale. CLEC may purchase these services at a 21.6% discount from SBC MISSOURI' SBC MISSOURI' retail prices. Also attached is Exhibit B, "List of SBC MISSOURI' SBC MISSOURI' Other Services Available for Resale", which is a matrix that lists services offered by SBC MISSOURI which will be made available to CLEC at retail prices. Any rate element incorrectly included in or omitted from either matrix will be corrected as appropriate.</u>	14.1 SBC MISSOURI's Retail Telecommunications Services a vailab for Resale at a 21.6% discount are listed on Pricing Schedule.	SBC's language is most consistent with the Arbitrator's Report

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CC Resale 1	5.1 deliberately omitted	5.1 The rates for Customized Routing-Resale are available in the Pricing Schedule.	SBC's language is most consistent with the Arbitrator's Report
CC Resale 1	3.2 For the purposes of CLEC's ordering service furnished under this Attachment, each request for new service (that is, service not currently being provided to the <u>Customer</u> on the SBC MISSOURI, without regard to the identity of that <u>customer's</u> non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number. Applicable service order charges and/or non-recurring charges associated with said new service will be applied as set forth in <u>Appendix – Pricing, UNE Schedule of Prices.</u>	3.2 For the purposes of CLEC's ordering service furnished under this Attachment, each request for new service (that is, service not currently being provided to the End User on the SBC MISSOURI, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number. Applicable service order charges and/or non-recurring charges associated with said new service will be applied as set forth in the Pricing Schedule..	The CLEC Coalition's language is most consistent with the Arbitrator's Report
CC Resale 1	8.1 When a CLEC <u>customer</u> subscribes to resold service, recurring charges for the service shall apply at the wholesale discount set forth in <u>Appendix – Pricing, UNE Schedule of Prices.</u> The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.	8.1 When a CLEC End User(s) subscribes to resold service, recurring charges for the service shall apply at the wholesale discount set forth in Pricing Schedule. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.	The CLEC Coalition's language is most consistent with the Arbitrator's Report

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CC Resale 1	6.2 Outcollects: SBC MISSOURI will provide to CLEC the unrated message detail that originates from an CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.) (Outcollects). SBC MISSOURI will transmit such data to CLEC via the DUF. on a daily basis. CLEC as the LSP will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end-user billing. CLEC will pay to SBC MISSOURI a per message charge, , for SBC MISSOURI' transmission of outcollect messages to CLEC. CLEC will be compensated by the billing company for the revenue it is due. In addition, CLEC will compensate SBC MISSOURI for the receipt of the intraLATA toll message in accordance with Attachment 1: Resale of this Agreement.	6.2 Outcollects: SBC MISSOURI will provide to CLEC the unrated message detail that originates from an CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.) (Outcollects). SBC MISSOURI will transmit such data to CLEC via the DUF. on a daily basis. CLEC as the LSP will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end-user billing. CLEC will pay to SBC MISSOURI a per message charge, as specified in the Pricing Schedule, for SBC MISSOURI' transmission of outcollect messages to CLEC. CLEC will be compensated by the billing company for the revenue it is due. In addition, CLEC will compensate SBC MISSOURI for the receipt of the intraLATA toll message in accordance with Attachment 1: Resale of this Agreement.	SBC's language is most consistent with the Arbitrator's Report

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC Resale 1	6.3 Incollects: SBC MISSOURI will provide the rated messages it receives from the CMDS1 network to CLEC for billing to CLEC's end-users associated with messages that originate from a number other than the billing number and that are billable to CLEC customers ("Incollects"). SBC MISSOURI will transmit such data to CLEC via the DUF on a daily basis. SBC MISSOURI will credit CLEC the Billing and Collection (B&C) fee per billed message billing the Incollects. CLEC will pay to SBC MISSOURI a per message charge for SBC MISSOURI's transmission of incollect messages to CLEC.	6.3 Incollects: SBC MISSOURI will provide the rated messages it receives from the CMDS1 network to CLEC for billing to CLEC's end-users associated with messages that originate from a number other than the billing number and that are billable to CLEC customers ("Incollects"). SBC MISSOURI will transmit such data to CLEC via the DUF on a daily basis. SBC MISSOURI will credit CLEC the Billing and Collection (B&C) fee, as specified in the Pricing Schedule , per billed message billing the Incollects. CLEC will pay to SBC MISSOURI a per message charge for SBC MISSOURI's transmission of incollect messages to CLEC.	SBC's language is most consistent with the Arbitrator's Report
CC Resale 2	<u>3.0 Primary Local Exchange Carrier Selection Charge</u>	3.0 Change in End User Local	SBC's language is most consistent with the Arbitrator's Report
CC Resale 2	<u>3.1 The prices for primary local exchange carrier selection will be as follows:</u>	Service Provider	SBC's language is most consistent with the Arbitrator's Report

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CC Resale 2	<u>3.1.1 Primary Local Exchange Carrier Selection Charge:</u>	3.1 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, a conversion charge will apply as set forth in Pricing Schedule. Custom Services conversions (e.g. Plexar Custom) will be handled on a Customer Specific Proposal basis.	SBC's language is most consistent with the Arbitrator's Report
CC Resale 2	<u>3.1.2 Simple: \$2.35 Electronic \$11.25 Manual (1)</u>	3.1.4 Simple and Complex Service Orders are defined as follows:	SBC's language is most consistent with the Arbitrator's Report

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CC Resale 2	<u>3.1.3 Complex: \$2.35 Electronic</u> <u>\$11.25 Manual (1)</u>	<u>Simple (Manual) Conversion</u> - change in local service provider where services involved are simple, Plain Old Telephone Service (POTS); those services that do not require special review/coordination by other departments (e.g., Routing Managers, Circuit Provisioning Center, Network Sales Support, etc.) for engineering or design work to assure industry standard transmission quality. e.g., normal single line residence or business flat rate or measured local exchange access line. CLEC passes (FAX/phone) manual local service request to LECC and ILEC service representative input request in service order system for provisioning.	SBC's language is most consistent with the Arbitrator's Report

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CC Resale 2	<u>3.1.4. Simple and Complex Service Orders: If SBC KANSAS can electronic flow-through basis, the order is simple. All other orders are complex.</u>	<u>Electronic Conversion</u> - change in local service provider where services involved are simple; CLEC passes electronic local service request to ILEC through electronic interface to ILEC service order systems and service order completes without manual intervention on behalf of ILEC service order personnel; also where a complex service is passed through electronic interface to ILEC service order systems and service order completes without manual intervention on behalf of ILEC service order personnel.	SBC's language is most consistent with the Arbitrator's Report

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CC Resale 2	3.3 <u>This Section Intentionally Left Blank</u>	<u>Complex</u> <u>(Manual)</u> <u>Conversion</u> - change in local service provider involving services that are not characterized as POTS; those services that may require special review/coordination by other departments (e.g., Routing Managers, Circuit Provisioning Center, Network Sales Support, etc.) for engineering or design work to assure industry standard transmission quality; also, new services that use a different platform than current technology (e.g., SS7 based AIN services).	SBC's language is most consistent with the Arbitrator's Report

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CC Resale 2		3.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on SBC MISSOURI's network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.	SBC's language is most consistent with the Arbitrator's Report
CC Resale 5	7.0 <u>Performance Metrics</u>	Deliberately deleted	SBC's language is most consistent with the Arbitrator's Report
CC Resale 5	<u>7.1 When CLEC places an order, SBC MISSOURI will specify a DD based on force availability. In the event a DD other than that specified is requested by the CLEC customer, CLEC will contact SBC MISSOURI and the Parties will negotiate a DD based on that request. SBC MISSOURI will not complete the order prior to the DD or later than the DD unless authorized by CLEC.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.

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CC Resale 5	<u>7.2 Within two (2) business hours after a request from CLEC for an expedited order, SBC MISSOURI will notify CLEC of the status of the order within the expedited interval. A business hour is any hour occurring on a business day between 8 a.m. and 5 p.m.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
CC Resale 5	<u>7.3 Once an order has been issued by CLEC and CLEC subsequently requires a new DD that is sooner than the committed DD, CLEC will issue an expedited modify order. SBC MISSOURI will notify CLEC within two (2) business hours of the status of the order requesting the new DD.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
CC Resale 5	<u>7.4 CLEC and SBC MISSOURI will agree to escalation procedures and contacts for resolving questions and disputes related to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. SBC MISSOURI will notify CLEC of any modifications to these contacts within one (1) week of such modifications.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
CC Resale 5	<u>7.5 SBC MISSOURI will provide performance data as provided in Attachment 17.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

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CC Resale 5	<u>7.6 SBC MISSOURI will provide: (a) percent missed DD; (b) percent right the first time (non-designed - 10 days; designed - 30 days); (c) percent no access (non-designed) (a, b, and c will be measured and reported on a monthly basis by SBC MISSOURI for both CLEC customers and SBC MISSOURI customers); and (d) LSC response time. SBC MISSOURI will provide the same level of service to CLEC customers as it provides to its own customers.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
CC Resale 5	<u>7.7 When new processes and electronic interfaces are implemented between CLEC and SBC MISSOURI, SBC MISSOURI and CLEC will develop process metrics requirements. Implementation of such measurements are subject to future agreements by SBC MISSOURI and CLEC. All such process metrics will be subject to review quarterly and subject to modification or discontinuance.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
CC Resale 6	<u>3.4 The Parties agree to follow</u>	Deliberately omitted	SBC's language is most

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	<u>established settlement procedures to permit CLEC to receive adjustments from SBC MISSOURI for amounts CLEC customers refuse to pay for 976 service charges forwarded by SBC MISSOURI to CLEC for billing.</u>		consistent with the Arbitrator's Report
CC Resale 8	5.6 <u>SBC MISSOURI will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.</u>	5.6 The IS Call Center can be contacted to respond to CLEC record transmission inquiries. Other Usage inquiries should be coordinated through Account Management. If written notification is not received within thirty (30) calendar days, SBC MISSOURI shall have no further obligation to recover the data and shall have no further liability to the CLEC.	SBC's language is most consistent with the Arbitrator's Report
Subpoint B: Navigator Resale Issues			
Navigator Resale 1	<u>7.0 Local Account Maintenance</u>	None	Navigators's language is most consistent with the Arbitrator's Report

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator Resale 1	<p><u>7.1 When CLEC purchases Resale services from SWBT, SWBT will provide CLEC with local account maintenance as described in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties. These procedures are in addition to the service order procedures set forth in Attachment 2: Ordering and Provisioning-Resale to the Agreement. SWBT's provision of local account maintenance data will be in accordance with Performance Metrics to be developed by CLEC and SWBT during and as part of the implementation and testing process. Such Performance Metrics will address issues of timeliness, accuracy and completeness. SWBT's performance based on such Performance Metrics will be measured and reported at the time CLEC begins providing local service to customers, but SWBT's provision of local account maintenance data will not be required to meet such Performance Metrics until six months after CLEC begins providing Resale services to customers.</u></p>		<p>Navigators's language is consistent with the Arbitrator's Report</p>

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator Resale 1	<p><u>7.2 When any CLEC local service customer changes their local service provider to another LSP or SWBT, CLEC will be notified as described in the LSP notification change process, contained in Local Account Maintenance Methods and Procedures, dated July 29, 1996, or as otherwise agreed to by the parties. CLEC will pay to SWBT a per transaction charge of eight cents (\$0.08) for each WTN transmitted for SWBT's transmission of the change notification.</u></p>		Navigator's language is consistent with the Arbitrator's Report.
Subpoint C: MCI Resale Issues			
MCI Resale 1	<p>MCIm may resell, to other Telecommunications carriers, services purchased under this Appendix</p>	<p>MCIm may not resell, to other Telecommunications carriers, services purchased under this Appendix</p>	MCI's language is most consistent with the Arbitrator's Report
MCI Resale 2	<p>3.2 Telecommunications Services, including promotions (greater than 90 days), shall be available to MCIm at wholesale rates as specified in Appendix Pricing, <u>and shall be no less favorable than the wholesale rates made available by SBC MISSOURI to comparable CLECs.</u></p>	<p>3.2 Telecommunications Services, including promotions (greater than 90 days), shall be available to MCIm at wholesale rates as specified in Appendix Pricing.</p>	SBC's language is most consistent with the Arbitrator's Report

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
MCI Resale 2	4.12 To the extent SBC MISSOURI makes available to <u>itself</u> , its End Users, <u>subsidiaries, Affiliates or any other third parties</u> any volume or term discounts, SBC MISSOURI shall make such volume and term discounts available to MCIm at the same rates, terms and conditions.	4.12 To the extent SBC MISSOURI makes available to its End Users, any volume or term discounts, SBC MISSOURI shall make such volume and term discounts available to MCIm at the same rates, terms and conditions.	SBC's language is most consistent with the Arbitrator's Report
MCI Resale 3	Section 5: <u>Intentionally Omitted</u>	5 ASSUMPTION OF CUSTOMER SPECIFIC PRICING (CSP) Contract Conversions	MCI's language is most consistent with the Arbitrator's Report
MCI Resale 3	8.8 <u>Customer Specific Pricing Agreements. MCIm may purchase SBC MISSOURI customer-specific service offerings for resale to any customer who would have been eligible to take such offering directly from SBC MISSOURI. Where MCIm and SBC MISSOURI are competing at retail for the same customer, both retail price and associated wholesale discount shall be calculated by SBC MISSOURI without unreasonable delay. SBC MISSOURI shall take all steps necessary to prevent its retail sales and marketing personnel from obtaining information regarding MCIm's request or other competitively sensitive information.</u>	5.1 SBC MISSOURI retail contracts may be assumed unless expressly prohibited by the contract. MCIm may resell from such contracts only Telecommunications Services required to be resold under applicable law. Contracts for grandfathered and/or sunsetted services may not be assumed.	MCI's language is most consistent with the Arbitrator's Report

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
MCI Resale 3		5.2 Subject to the provisions of Section 5.1, the following shall apply:	SBC's language is not consistent with the Arbitrator's Report.
MCI Resale 3		5.2.1 Responsibilities of MCIm in connection with Assumption of CSP Contract Conversions:	SBC's language is not consistent with the Arbitrator's Report.
MCI Resale 3		5.2.1.1 SBC MISSOURI tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount .	SBC's language is not consistent with the Arbitrator's Report.
MCI Resale 3		5.2.1.2 MCIm shall sign an “Assumption of Existing Agreement” assuming the balance of the terms, including volume, term and termination liability remaining on any current retail SBC MISSOURI ICB Contract at the time the contract is assumed.	SBC's language is not consistent with the Arbitrator's Report.
MCI Resale 3		5.2.1.3 MCIm shall not charge MCIm’s End User termination liability when an existing contract between MCIm and its End User is converted to SBC MISSOURI or any other local service provider reselling SBC MISSOURI local service.	SBC's language is not consistent with the Arbitrator's Report.

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
MCI Resale 3		5.2.1.4 If another reseller of SBC MISSOURI local service converts a current MCIm End User(s) that has an existing Contract, it is MCIm's responsibility to address assumption of the contact and termination liability with the other reseller. MCIm agrees that SBC MISSOURI has no responsibilities in such a situation, and MCIm further agrees that it will not make any Claim against SBC MISSOURI in connection with any conversion by another reseller of SBC MISSOURI local service of any MCIm End User(s) that has an existing contract.	SBC's language is not consistent with the Arbitrator's Report.
MCI Resale 3		5.2.2 Responsibilities of SBC MISSOURI in connection with Assumptions of Contracts:	SBC's language is not consistent with the Arbitrator's Report.
MCI Resale 3		5.2.2.1 SBC MISSOURI will not charge its retail End User termination liability when an existing contract is assumed by MCIm for resale.	SBC's language is not consistent with the Arbitrator's Report.

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MCI Resale 3		5.2.2.2 SBC MISSOURI will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current contract between MCI and its End User at the time that MCI's End User contract is assumed by SBC MISSOURI.	SBC's language is not consistent with the Arbitrator's Report.
MCI Resale 3		5.3 If MCI elects to terminate a SBC MISSOURI retail contract which MCI had previously assumed, MCI will be assessed the applicable termination charges remaining unless MCI elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount MCI receives for the previously assumed but now terminated contract.	SBC's language is not consistent with the Arbitrator's Report.
MCI Resale 3		8.8 Intentionally Omitted.	

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
MCI Resale 4	E911/911 Services. SBC MISSOURI shall provide to MCI, for MCI end user customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") at parity with that provided to SBC MISSOURI's end user customers. SBC MISSOURI shall use its service order process to update and maintain on the same schedule that it uses for its retail customers, the MCI customer service information in the ALI/DMS used to support 911 services. SBC MISSOURI shall provide MCI end user customer information to the PSAP. <u>MCI shall update its End User's 911 information through the LSR process.</u>	E911/911 Services. SBC MISSOURI shall provide to MCI, for MCI end user customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") at parity with that provided to SBC MISSOURI's end user customers. SBC MISSOURI shall use its service order process to update and maintain on the same schedule that it uses for its retail customers, the MCI customer service information in the ALI/DMS used to support 911 services. SBC MISSOURI shall provide MCI end user customer information to the PSAP. When requested by SBC MISSOURI, MCI shall provide SBC MISSOURI with accurate and complete information regarding MCI's End User(s) in a format and time frame prescribed by SBC MISSOURI for purposes of E911 administration.	MCI's language is most consistent with the Arbitrator's Report

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MCI Resale 5	8.5.1 <u>The Parties' liability with respect to 911/E911 services shall be governed by the provisions of the General Terms and Conditions of this Agreement.</u>	8.5.1 Should any MCI End User assert any Claim that relates to access to 911, the limitations of liability and indemnities set forth below shall govern all Claims that may be asserted against any Party to this Agreement relating to access to 911, whether such assertion is made by the other Party or any Third Party.	MCI's language is most consistent with the Arbitrator's Report
MCI Resale 5	8.5.1.1 <u>Intentionally Omitted</u>	8.5.1.1 MCI agrees to release, indemnify, defend and hold harmless SBC MISSOURI from any and all Loss arising out of SBC MISSOURI providing MCI access to the 911 System hereunder or out of MCI's End Users' use of the 911 System, whether suffered, made, instituted or asserted by MCI, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by MCI, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of SBC MISSOURI.	MCI's language is most consistent with the Arbitrator's Report

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MCI Resale 5	8.5.1.2 <u>Intentionally Omitted</u>	8.5.1.2 MCIm also agrees to release, indemnify, defend and hold harmless SBC MISSOURI from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 System features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 System provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of SBC MISSOURI.	MCI's language is most consistent with the Arbitrator's Report

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MCI Resale 5	8.5.1.3 <u>Intentionally Omitted</u>	8.5.1.3 SBC MISSOURI's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct arising out of its provision of E911 Services under this Agreement is not limited by this Section 8.5.1.3. SBC MISSOURI shall not be liable to MCI, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the 911 System or any errors, interruptions, defects, failures or malfunctions of the 911 System, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC MISSOURI has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.	MCI's language is most consistent with the Arbitrator's Report

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
MCI Resale 5	8.5.1.4 <u>Intentionally Omitted</u>	8.5.1.4 MCIm's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct arising out of its provision of E911 Services under this Agreement is not limited by this Section 8.5.1.4. In the event MCIm provides E911 Service to SBC MISSOURI, MCIm shall not be liable to SBC MISSOURI, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after MCIm has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SBC MISSOURI until service is restored.	MCI's language is most consistent with the Arbitrator's Report

Attachment II.A Detailed Language Decision Matrix**DP Issue: Section 2 - Resale Issues**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC E911 9	10. <u>LIABILITY</u>	10.1 SBC MISSOURI liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. SBC MISSOURI shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC MISSOURI has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.	The CLEC Coalition's language is most consistent with the Arbitrator's Report

Attachment II.A Detailed Language Decision Matrix

DP Issue: Section 2 - Resale Issues

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC E911 9	10.1 <u>Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.</u>	10.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to SBC MISSOURI, CLEC shall not be liable to SBC MISSOURI, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SBC MISSOURI until service is restored.	The CLEC Coalition's language is most consistent with the Arbitrator's Report

Attachment II.A Detailed Language Decision Matrix**DP Issue: Section 2 - Resale Issues**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC E911 9		10.3 CLEC agrees to release, indemnify, defend and hold harmless SBC MISSOURI from any and all Loss arising out of SBC MISSOURI provision of E911 Service hereunder or out of CLEC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of SBC MISSOURI.	SBC's language is not consistent with the Arbitrator's Report.

Attachment II.A Detailed Language Decision Matrix

DP Issue: Section 2 - Resale Issues

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC E911 9		10.4 CLEC also agrees to release, indemnify, defend and hold harmless SBC MISSOURI from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of SBC MISSOURI.	SBC's language is not consistent with the Arbitrator's Report.
Subpoint D: White Pages Resale			

Attachment II.A Detailed Language Decision Matrix

DP Issue: Section 2 - Resale Issues

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC W Pages Resale 1	2.5 <u>CLEC may purchase unpublished, unlisted, foreign, enhanced or other listings in addition to the primary listing on a per listing basis and will pay SBC MISSOURI amounts attributable to such listings used by its customers in accordance with the terms of Appendix Services/Prices to Attachment 1: Resale to the Agreement.</u>	4.2 CLEC may purchase non-published, non-listed, foreign, enhanced or other listings in addition to the primary listing on a per listing basis and will pay SBC MISSOURI amounts attributable to such listings used by its customers in accordance with the applicable SBC MISSOURI tariff.	SBC's language is most consistent with the Arbitrator's Report
CC W Pages Resale 2	4.1 <u>Rates associated with this Attachment are in the EXHIBIT B LIST OF SBC MISSOURI's OTHER SERVICES AVAILABLE FOR</u>	4.1 Rates associated with this Attachment are in the Price Schedule.	SBC's language is most consistent with the Arbitrator's Report