

LEVEL 3 - SBC 13State – DPL – GT&C

Iss. No.	Appendix/Section	Issue Description	Level 3 Language	Level 3 Communications Position/Support	S BC Language	SBC Position/Support
SBC GTC 1	ISSUE REMOVED					
SBC GTC 2 L3 – GT3	GT&C General Definitions		“Access Tandem Switch” is defined as <i>central office switches for IXC-carried traffic (note-insert regions)</i> .		“Access Tandem Switch” is defined as <u>a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among office switches for IXC-carried traffic (note-insert regions) and IXC-carried, IntraLATA Toll traffic, Section 251(b)(5) traffic and ISP-bound Traffic (SBC CALIFORNIA, SBC NEVADA, SBC-MIDWEST and SBC-CONNECTICUT)</u> .	The network architecture of SBC has been established for many years. Within that design are tandems that have been provisioned to handle specific types of traffic. One of these types of switches is an Access Tandem. An Access Tandem is provisioned to only handle IXC carried traffic. It is important to define each type of tandem because not all the tandem provisions within the contract apply to all the different types of tandems. Some provisions apply only to the Access Tandem, hence the need for its definition and inclusion in the contract.
SBC GTC 3 L3 – GT3	GT&C General Definitions (LT S1.3.1 (12-State only); S1.4.5 (7-State only); S1.2.4 (12-State only); S1.2.5 (12-State only); S1.2.7 (12-State only); (LT S1.7.9); S1.6.6 (5-State	Should certain definitions be made applicable to SBC-13State as opposed to some subset of the SBC ILEC states?	1.3.1 (Definitions Applicable to SBC-12STATE Only). “Accessible Letters” are correspondence used to communicate pertinent information regarding <u>SBC-8STATE</u> to the client/End User community. 1.4.5 (Definitions Applicable to SBC-7STATE Only). “Data Interexchange Carrier” (DIXC) is a process designed to facilitate the reciprocal exchange of voice traffic load data between the <u>SBC-7STATE</u> and CLECs interconnecting with its network. This		1.1.4 “Accessible Letters” are correspondence used to communicate pertinent information regarding <u>SBC-13STATE</u> to the client/End User community. 1.1.40 “Data Interexchange Carrier” (DIXC) is a process designed to facilitate the reciprocal exchange of voice traffic load data between the <u>SBC-13STATE</u> and CLECs interconnecting with its network. This reciprocal exchange of data enables <u>SBC-13STATE</u> and each CLEC	These definitions should be made applicable to SBC-13State, and not to some subset of the SBC ILECs as Level 3 proposes.

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	<p>only) ; S1.6.4 (5-State only); S1.7.2 (SNET only); S1.8.3 (SWBT only); S1.8.1 (SWBT only).</p>		<p>reciprocal exchange of data enables <u>SBC-7STATE</u> and each CLEC</p> <p>1.2.4 (Definitions Applicable to SBC-12STATE Only). “Fiber Meet” means</p> <p>1.2.5 (Definitions Applicable to SBC-12STATE Only). “Interconnection Activation Date” is</p> <p>1.2.7 (Definitions Applicable to SBC-12STATE Only). “Plain Old Telephone Service” (POTS) means telephone service for the transmission of human speech.</p> <p>1.7.9 (<i>Applicable to SNET only</i>). “Universal Digital Loop Carrier” (UDLC) describes</p> <p><i>1.6.6 (Definitions Applicable to SBC Midwest Region 5-STATE Only).</i> “Switched Exchange Access Service” means . . .</p> <p><i>1.6.4 (Definitions Applicable to SBC Midwest 5-State Only).</i> “Integrated Digital Loop Carrier” means</p> <p><i>1.7.2 (Definitions Applicable to SNET Only).</i> “Charge Number” is</p> <p>1.8.3 (<i>Definitions Applicable to SBC-</i></p>		<p>1.1.56 “Fiber Meet” means</p> <p>1.1.66 “Interconnection Activation Date” is</p> <p>“Plain Old Telephone Service” (POTS) means telephone service for the transmission of human speech.</p> <p>“Universal Digital Loop Carrier” (UDLC) describes</p> <p>“Switched Exchange Access Service” means</p> <p>1.1.63 “Integrated Digital Loop Carrier” means</p> <p>1.1.27 “Charge Number” is</p> <p>“Originating Line Information” (OLI) is an SS7 Feature Group D signaling parameter which</p>	

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			<p><i>SWBT Only</i>). “Originating Line Information” (OLI) is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party. <i>(OLI is applicable to <u>SBC-SWBT only</u></i>.)</p> <p>1.8.1 <i>(Definition Applicable to SBC-SWBT Only)</i>. “Jurisdictional Identification Parameter” (JIP) is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching. <i>(JIP is applicable to <u>SBC-SWBT only</u></i>)</p>		<p>refers to the number transmitted through the network identifying the billing number of the calling Party.</p> <p>1.1.72 “Jurisdictional Identification Parameter” (JIP) is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.</p>	
SBC GTC 4	GT&C General Definitions		None.		1.1.5 “Account Owner” <u>means a telecommunications company, including SBC-13STATE, that stores and/or administers Line Record Information and/or Group Record Information in a Party’s LIDB and/or Calling Name Database.</u>	Account Owner is an actual field in LIDB. The purpose of the Account Owner field is to identify the local service provider of a particular account (referred to in this document as a line record since all data is associated with a telephone line number). As the Account Owner identifies record ownership, it is used in the LIDB/CNAM section to address responsibilities for data administration by those who own the record information. As such, it needs to be a defined term. This definition will help to simplify contract language when identifying responsibilities and rights of those

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						companies that store data in the database.
SBC GTC 5 L3 – GT3	GT&C General Definitions (LT 19 S1.6)		<p><i>"Active Collocation Space" denotes the existing, central office switchroom space, including power, which can be designated for Virtual Collocation, with sufficient infrastructure systems. Also, denotes central office space that may contain obsolete unused equipment. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for collocation is considered to be Active Collocation Space.</i></p> <p>Language as shown in Level 3 red-line appendix:</p> <p><i>1.6 "Active Collocation Space" denotes the existing, central office switchroom space, as well as central office space containing obsolete or unused equipment, which can be designated for physical or virtual collocation, with sufficient infrastructure systems.</i></p>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	<p>"Active Collocation Space" denotes <u>the space within an Eligible Structure that can be designated for Physical Collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for collocation is considered to be Active Collocation Space</u></p>	SBC does not object to defining terms. Level 3’s proposed definition is overbroad and inaccurate. Level 3 has attempted to add a requirement that SBC designate central office space that is not previously prepared and therefore not active for Collocation as active. While SBC is required to remove obsolete unused equipment in cases of space shortages, that requirement is not triggered until Collocation space becomes scarce or unavailable. In these circumstances SBC would need and is entitled to the longer space preparation intervals that accompany “inactive” space. As Virtual Collocation is usually within SBC’s line-ups, Active/Inactive does not apply. Active Collocation Space does not apply to Virtual Collocation, as it does not require space preparation. SBC’s proposed Virtual Collocation language appears in an appendix devoted solely to that product.
SBC GTC 6 L3 – GT3	GT&C General Definitions		<p><i>1.7 "Adjacent Structure" – A Level 3 provided structure placed on SBC-13 STATE property (Adjacent on-site) or non-Level 3 property (Adjacent off-site) adjacent to an Premises. This</i></p>		<p>"Adjacent Structure" – A Level 3 provided structure placed on SBC-13 STATE property (Adjacent on-site) or non-<u>Company</u> property (Adjacent off-site) adjacent to an <u>Eligible Structure</u>. This</p>	Level 3’s proposed definition is inconsistent with the FCC’s description of Adjacent Collocation. Level 3’s characterization of the Adjacent Off-Site arrangement is

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	(LT S. 1.7)		<i>arrangement is permitted only where space for physical collocation is legitimately exhausted inside the Premises, and to the extent technically feasible. SBC-13 STATE and Level 3 will mutually agree on the location of the designated space on SBC-13 STATE premises where the adjacent structure will be placed. SBC-13 STATE shall not unreasonable withhold agreement to the site desired by Collocator. [from Appendix Physical Collocation]</i>		arrangement is permitted only <u>when space is legitimately exhausted inside the Eligible Structure</u> , and to the extent technically feasible. SBC-13 STATE and <u>telecommunications carrier</u> will mutually agree on the location of the designated space on SBC-13 STATE premises where the adjacent structure will be placed. SBC-13 STATE shall not unreasonably withhold agreement to the site desired by Collocator.	inaccurate. The offering does not occur on a “non-Level 3 property” and in fact, would in this case be on Level 3’s property. SBC does not object to use of the term “premises,” as that is the terminology the FCC used in the Collocation Remand Order.
SBC GTC 7 L3 – GT3	GT&C General Definitions (LT S1.13, 1.14, 1.15, 1.16, 1.17)	Should the agreement used outdated and unnecessary trade names, or current trade names?	<i>AM-IL - As used herein, AM-IL means the applicable SBC owned ILEC doing business in Illinois. AM-IN - As used herein, AM-IN means the applicable SBC owned ILEC doing business in Indiana. AM-MI - As used herein, AM-MI means the applicable SBC owned doing business in Michigan. AM-OH - As used herein, AM-OH means the applicable SBC owned ILEC doing business in Ohio. AM-WI - As used herein, AM-WI means the applicable SBC owned ILEC doing business in Wisconsin.</i>		None.	The trade name of the SBC ILECs in the Midwest are SBC Illinois, SBC Wisconsin, SBC Ohio, SBC Michigan and SBC Indiana. Level 3’s proposed definitions are inaccurate and outdated.

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	<p>(LT S1.151.1, 1.151.2, 1.151.3, 1.151.4, 1.151.5)</p> <p>(LT S1.155, 1.178, 1.179, 1.180, 1.181, 1.182)</p>		<p><i>SBC-AMERITECH</i> “Rate Center” means</p> <p><i>NEVADA</i> “Rate Center” denotes</p> <p><i>PACIFIC</i> “Rate Center” denotes</p> <p><i>SNET</i> “Rate Center means</p> <p><i>SBC-SWBT</i> “Rate Center” means</p> <p><i>1.155 “SBC-AMERITECH” - As used herein, SBC-AMERITECH means the applicable SBC owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.</i></p> <p><i>1.178 “SWBT-AR” - As used herein, SWBT-AR means the applicable SBC owned ILEC doing business in Arkansas.</i></p> <p><i>1.179 “SWBT-KS” - As used herein, SWBT-KS means the applicable SBC</i></p>		<p><u>SBC MIDWEST REGION 5-STATE</u> “Rate Center” means. . . .</p> <p><u>SBC NEVADA</u> “Rate Center” denotes</p> <p><u>SBC CALIFORNIA</u> “Rate Center” denotes</p> <p><u>SBC CONNECTICUT</u> “Rate Center means</p> <p><u>SBC SOUTHWEST REGION 5-STATE</u> “Rate Center” means</p> <p>[None.]</p>	

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	<p>(LT S1.6)</p> <p>(L3 S4.5.1, 4.5.2, 4.9.2, 4.9.3, 4.9.4)</p>		<p><i>owned ILEC doing business in Kansas.</i></p> <p><i>1.180 “SWBT-MO” - As used herein, SWBT-MO means the applicable SBC owned ILEC doing business in Missouri.</i></p> <p><i>1.181 “SWBT-OK” - As used herein, SWBT-OK means the applicable SBC owned ILEC doing business in Oklahoma.</i></p> <p><i>1.182 “SWBT-TX” - As used herein, SWBT-TX means the applicable SBC owned ILEC doing business in Texas.</i></p> <p>1.6 Definitions applicable to <u>SBC-AMERITECH Only</u></p> <p>4.5.1 PACIFIC reserves the right on one hundred eighty (180) calendar days notice to require UNE-Based Switch Port providers to administer their End User records in PACIFIC’s LIDB.</p> <p>4.5.2 NEVADA does not have a line information database and/or Calling Name database. Line information database services can be purchased from PACIFIC.</p> <p>4.9.2 The following applies to AM-IN only:</p>		<p>Definitions applicable to <u>SBC MIDWEST REGION 5-STATE Only</u></p> <p>4.5.1 SBC CALIFORNIA reserves the right on one hundred eighty (180) calendar days notice to require UNE-Based Switch Port providers to administer their End User records in SBC CALIFORNIA’s LIDB.</p> <p>4.5.2 SBC NEVADA does not have a line information database and/or Calling Name database. Line information database services can be purchased from SBC CALIFORNIA.</p> <p>4.9.2 The following applies to SBC INDIANA only:</p>	

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			<p>4.9.3 The following applies to <i>AM-MI</i> only:</p> <p>4.9.4 The following applies to <i>AM-OH</i> only:</p>		<p>4.9.3 The following applies to <u>SBC MICHIGAN</u> only:</p> <p>4.9.4 The following applies to <u>SBC OHIO</u> only:</p>	
SBC GTC 8 L3 – GT3	GT&C General Definitions (LT 19 S1.8)		<p><i>Application Fee</i> includes the costs incurred by SBC-13STATE to process the Collocator's application for Virtual Collocation arrangements.</p> <p>Language as shown in Level 3 red-line appendix:</p> <p><i>1.8 “Application Fee” includes the costs incurred by SBC-13 STATE to process Level 3’s application for Physical Collocation arrangements.</i></p>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	[found in separate collocation appendices]	SBC does not object to defining terms. Level 3’s proposed definition does not describe fees accurately. First, Level 3’s proposed language combines Virtual and Physical Collocation, which are different products with extremely different planning requirements. As the requirements are different, so are the planning fees. SBC separates the language into separate appendices, which provides clarity.
SBC GTC 9 L3 – GT3	GT&C General Definitions (LT 19 S1.9)		<p><i>Augment</i> is a request from the Collocator to add equipment, cable, and/or Collocation services to (1) a pending Virtual Collocation arrangement which is more than fifteen (15) calendar days into the construction interval or (2) an existing Virtual Collocation arrangement.</p> <p>Language as shown in Level 3 red-line appendix:</p> <p><i>1.9 “Augment” is a request from a</i></p>		<u>Augment - A request from a Collocator to add equipment and/or cable to an existing Physical Collocation arrangement.</u>	SBC does not object to defining terms. Level 3’s proposed definition is vague and appears to inaccurately confuse intervals with augments. Augments are physical changes to physical pieces of equipment or cabling in an established Collocation arrangement. Days have nothing to do with augments and is improperly addressed in this definition. Also, the term “Collocation services” is vague and inappropriate. SBC does not know to what the phrase would apply.

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			<i>Level 3 to add equipment, cable, and/or Collocation services to an existing Physical Collocation arrangement.</i>			
SBC GTC 10 L3 – GT3	GT&C General Definitions (LT S1.29)		<i>1.29 “Caged Physical Collocation” is a cage or similar structure (not including a top) enclosing Level 3’s dedicated collocation space into which a Level 3 may install its telecommunications equipment.</i>		<p>Caged Physical Collocation - The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by SBC-13STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.</p> <p>Shared Caged Collocation - A shared collocation cage is a Caged Collocation space shared by two (2) or more collocators pursuant to the terms and conditions agreed to and between the collocators.</p> <p>Caged Common Collocation – SBC-13STATE will provide Caged Common Collocation as set forth in Section 7.1.1 following.</p>	<p>Level 3’s position is all right for as far as it goes. Level 3 describes the structure but nothing else. It does not, however, include the purpose or definition of Caged Collocation.</p> <p>As it is made up of language from a collection of past ICAs, Level 3’s definition does not include accurate or timely laws/rules promulgated by the FCC. Level 3 does not provide for the “Shared Caged.” Caged Common is an SBC voluntary offering.</p>
SBC GTC 11 L3 – GT3	GT&C General Definitions (LT S1.30)		<i>1.30 “Cageless Physical Collocation” is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.</i>		<u>Cageless Collocation - SBC-13STATE will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any</u>	Level 3’s proposed language is all right for as far as it goes, however it does not include language to address the numerous FCC and state rules that have modified Collocation requirements.

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					<p><u>collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Section 2 of this Appendix. Under this arrangement, SBC-13STATE will provide space in single bay increments, including available space adjacent to or next to SBC-13STATE's equipment.</u></p>	<p>Level 3's proposed language is incomplete and provides opportunities for misunderstandings and disputes.</p> <p>As it is made up of language from a collection of past ICAs, Level 3's definition does not Active or Inactive Collocation Space, which has a direct effect on intervals. Intervals have been the subject of rulings on the parts of state and federal commissions.</p>
SBC GTC 12	GT&C General Definitions		None.		<p>1.1.24 "Central Automatic Message Accounting (CAMA) Trunk" <u>means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from CLEC's switch to an SBC-13STATE E911 Selective Router.</u></p>	<p>The CAMA Trunk is typically defined in ICAs and should continue to remain so.</p>
SBC GTC 13 L3 – GT3	GT&C General Definitions (LT S1.40, S1.40.1, 1.40.2, 1.40.3 (including 1.40.3.1 through 1.40.3.6), and 1.40.4)	Should the definition of a Tandem Switch be defined by individual PUCs?	<p>Level 3's language as filed in red-line appendix:</p> <p><i>"Tandem Office Switch" or "Tandem(s)" is a switching machine that meets the following criteria, and does not include a PBX.</i></p> <p><i>1.40.1. As ordered by the California PUC in Docket 00-04-037, Tandem Switches are used to connect and switch trunk circuits between and among other Central Office Switches.</i></p> <p><i>1.40.2. As ordered by the Illinois Commerce Commission in Docket 00-</i></p>		<p>1.1.26.2 "Tandem Office Switch" or "Tandem(s)" <u>are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.</u></p>	<p>It is overly cumbersome to include the definition of a Tandem Switch, as defined by every individual PUC. Such an overly burdensome provision will only sow confusion and doubt and breed individual interpretation to a 13-state agreement, as definitions will invariably differ to some degree.</p>

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			<p><i>0332, a Level 3 switch in Illinois will be classified as a Tandem Switch when and to the extent that it meets the requirements of 47 C.F.R. section 51.711(a)(3) applied consistently with paragraph 1090 of the FCC’s First Report and Order (FCC 96-325) in CC Docket No. 96-98.</i></p> <p><i>1.40.4. As ordered by the Texas Public utility Commission in Docket 21982, a Level 3 switch in Texas will be classified as a Tandem Switch when Level 3 demonstrates actual tandem or tandem-like functionality in the delivery of this “excess” traffic (in excess of a 3:1 terminating to originating ratio) using various network design factors that demonstrate the existence of a network serving an area comparable to the ILEC’s geographic area with tandem or tandem-like functions, a network designed to both send and receive customer traffic for the purpose of serving a dispersed customer base. Merely evidencing a capability to serve a comparable geographic area will not rebut the presumption. The network design factors upon which a carrier may make its case include, but are not limited to:</i></p> <p><i>1.40.3.1 the number and capacity of</i></p>			

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			<p><i>central office switches;</i></p> <p><i>1.40.3.2 the number of points of interconnection offered to other local exchange carriers;</i></p> <p><i>1.40.3.3 the number of collocation cages;</i></p> <p><i>1.40.3.4 the presence of SONET rings and other types of transport facilities;</i></p> <p><i>1.40.3.5 the presence of local distribution facilities such as coaxial cable and/or unbundled loops; or</i></p> <p><i>1.40.3.6 any other indicia reliably demonstrating that the carrier is transporting a significant volume of traffic to a geographically dispersed area.</i></p> <p><i>1.40.4. In AM-MI territory, a Level 3 Switch will be classified as a Tandem Switch for the purposes of the application of reciprocal compensation charges for transport and termination of local traffic under Appendix Reciprocal Compensation of this Agreement, when and to the extent that it meets the requirements of applicable federal and state law.</i></p>			
SBC GTC 14	GT&C General		None.		1.1.28 <u>“Claim” means any pending or threatened claim, action, proceeding or suit.</u>	This term is utilized throughout the Assignment, Limitation of Liability, Indemnity and other sections of

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	Definitions					SBC offered language as well as language offered to the Commissions as “agreed to” by Level 3 in other sections of the agreement, and should be defined.
SBC GTC 15 L3 – GT3	GT&C General Definitions (LT S1.41)	Should “CNAM Query” be defined as a LIDB service?	<i>“CNAM Query” means a LIDB Service Application that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC’s local CNDS subscribers.</i>		1.1.29 <u>For SBC Illinois, SBC Michigan, SBC Ohio, SBC Wisconsin, and SBC Indiana, “CNAM Query” means a Query that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC’s local CNDS subscribers. For other SBC ILECs, “CNAM Query” means a LIDB Service Application that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC’s local CNDS subscribers.</u>	The proposed language of Level 3 is not accurate for a 13-state agreement. In the Midwest region, SBC has a CNAM database. In all other SBC regions, CNAM Queries are a LIDB query and are processed by LIDB and Level 3’s language would apply there. SBC’s proposed language identifies the appropriate regional differences.
SBC GTC 16 L3 – GT3	GT&C General Definitions (LT S1.43, S1.74, S1.146, S1.147) (LT 19 S1.148)		<i>1.43 “COBO” the Central Office Build Out that represents the typical conditioning costs (not to include Extraordinary build out Expenses) to make Premises space that has never been used for collocation suitable for a Physical Collocation arrangement. Accordingly, COBO does not include any reclaimed collocation space.</i> <i>1.74 “Engineering Design Charge” is the cost for SBC-13STATE employees to perform the central office survey for caged and cageless serving</i>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	<u>“Preparation Charges” Denotes those charges associated with the initial preparation of Level 3’s Dedicated Space.</u>	SBC’s proposed language matches the construction of its proposed rates, which the Level 3 proposal does not. SBC has proposed rates, terms and conditions that are responsive to CLEC requests. Preparation Charges are captured in other fees and charges, such as Floor Space Charges and Site Conditioning Charges. The project coordination fee and project management fee costs described by Level 3 are now

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			<p><i>arrangements and to implement the collocation area. [from Appendix Physical Collocation]</i></p> <p><i>1.146 “Preparation Charges” are the charges applicable to the preparation of SBC-13 STATE premises for Collocation, including any COBO charges, cage enclosure charges, cage enclosure charges, and extraordinary charges or expense.</i></p> <p><i>1.147 “Project Coordination Fee” reflects SBC-13 State’s labor costs to manage the provisioning of the individual Level 3’s space requirements for a particular Physical Collocation space request. This fee is applicable upon the submission of an application.</i></p> <p><i>1.148 “Project Management Fee” reflects SBC-13STATE labor costs to manage the provisioning of the individual Collocator’s space requirements for a particular Virtual Collocation space request. This fee is applicable upon submission of an application.</i></p>			<p>captured in the planning fees. Similarly, the “engineering design charge” is now recovered as part of other rate elements.</p>
<p>SBC GTC 17 L3 – GT3</p>	<p>GT&C General Definitions</p>		<p><i>1.44 “Collocation” As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation or applicable collocation tariff, as appropriate.</i></p>		<p>1.1.31 “Collocation” <u>is an arrangement where a CLEC leases space at an SBC-13STATE premises for the placement of equipment necessary for interconnection or access to SBC-13STATE Lawful UNEs.</u></p>	<p>SBC disagrees that tariffs are relevant to this negotiated agreement and seeks not to include such confusing language. SBC also seeks to make clear the purpose of</p>

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Iss. No.	Appendix/Section	Issue Description	Level 3 Language	Level 3 Communications Position/Support	S BC Language	SBC Position/Support
	(LT S1.44)					Collocation, as this can be an issue to cause disagreements in the future.
SBC GTC 18	GT&C General Definitions		None.		<u>"Collocator" is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity that is collocated in SBC-13STATE location, for purposes of interconnection or access to Unbundled Network Elements (UNEs).</u>	Level 3 inappropriately omits the definition of collocator.
SBC GTC 19 L3 – GT3	GT&C General Definitions (LT S1.55)	Should the definition of CLASS features reflect the current capabilities of the networks that provide them?	<i>“Custom Local Area Signaling Service Features” (CLASS Features) means certain Common Channel Signaling based features available to End Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.</i>		1.1.38 <u>“Custom Local Area Signaling Service Features” (CLASS) means certain call-management service features that are currently available from SBC-13STATE’s local networks. These could include: Automatic Call Back; Automatic Recall; Call Trace; Caller Identification and related blocking features; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.</u>	Level 3’s language definition does not include the provision that only CLASS features that are currently available be defined. SBC-13STATE only has the ability to provide CLASS features that are currently available from the local network.
SBC GTC 20	GT&C General Definitions		None.		1.1.41 <u>“Declassified” or “Declassification” means the situation where a network element, including a network element referred to as a Lawful UNE under this Agreement, ceases to be a Lawful UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as “Declassified.”</u>	SBC’s definition is designed to ensure that it is clearly understood that, once it is determined that a particular UNE is no longer required to be unbundled under federal law, SBC is no longer required/obligated to provide that network element on an unbundled basis.

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Iss. No.	Appendix/Section	Issue Description	Level 3 Language	Level 3 Communications Position/Support	S BC Language	SBC Position/Support
SBC GTC 21 L3 – GT3	GT&C General Definitions (LT 19 S1.79)		<i>1.79 "Entrance Fiber Facility" is an arrangement when a Collocator-provided single mode fire retardant dielectric fiber optic cable that extends from the SBC-13STATE-designated manhole into the SBC-13STATE Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point.</i>	Developing and putting the definitions for the Agreement in GT&Cs ensures consistency of terminology throughout the Agreement and avoids misunderstandings and disputes.	None.	Neither Section 251 nor any other provision of the Act requires ILECs to provide entrance facilities. The FCC clarified, in the TRO, that an ILEC’s network does not include entrance facilities (<i>see ¶¶ 366 – 367</i>), and that ILECs are not obligated to provide entrance facilities to CLECs.
SBC GTC 22 L3 – GT3	GT&C General Definitions (LT S1.87)		<i>1.87 “FGA” refer to Appendix Feature Group A.</i>		1.1.53 <u>“Feature Group A” (FGA) means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate Appendix FGA.</u>	In an effort to settle this issue, SBC proposes the following language in place of the originally proposed definition for “Feature Group A.” “Feature Group A (FGA)” definition and Intercarrier Compensation mechanisms are specified in the appropriate Appendix FGA.
SBC GTC 23 L3 – GT3	GT&C General Definitions		<i>1.211 “Virtual NXX Traffic” is traffic that originates in one local exchange area and is dialed to a telephone number assigned to a customer who is not physically located in the rate</i>		<u>“Virtual Foreign Exchange (FX) Traffic” and “FX-type Traffic” shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling</u>	For the purposes of definition, it is SBC’s position that Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX

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			<p><i>center to which the NXX code of that telephone number has been assigned. This traffic is also sometimes referred to as “Virtual Foreign Exchange”, FX type, or “Virtual FX” traffic.</i></p>		<p><u>area, but where the recipient end user’s station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, foreign,” exchange, thereby creating a local presence in the “foreign” exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX end users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service end users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.</u></p> <p><u>“FX Telephone Numbers” (also known as “NPA-NXX” codes) shall be those telephone numbers with different rating and routing points relative to a given mandatory local calling area. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier’s</u></p>	<p>customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer’s physical location and customers in the foreign exchange. FX Telephone Numbers” (also known as “NPA-NXX” codes) are those telephone numbers with different rating and routing points relative to a given mandatory local calling area. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier’s tariffed Switched Exchange Access rates (also known as “Meet Point Billed” compensation), or if jointly provisioned FGA service, subject to the terms and conditions of Appendix FGA.</p>

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					<p><u>tariffed Switched Exchange Access rates (also known as “Meet Point Billed” compensation), or if jointly provisioned FGA service, subject to the terms and conditions of Appendix FGA.</u></p>	<p>For the purposes of compensation, FX Traffic is addressed in the Intercarrier Compensation Appendix and its associated DPL.</p>
<p>SBC GTC 24 L3 – GT3</p>	<p>GT&C General Definitions See issue 102 (LT S1.191), issue 116 (LT S1.2.1), issue 160 (L3 S6.4.1, 6.4.2, 6.4.3)</p>	<p>Should “Fraud Monitoring System” be defined in this Agreement or should an obsolete, non-existent system be referenced?</p>	<p><i>1.191 “Sleuth” means an off-line administration system that monitors suspected occurrences of ABS-related fraud.</i></p> <p><i>1.2.1 “Data Base Administration Center” (DBAC) means an <u>SBC-12STATE</u> location where facility and administrative personnel are located for administering LIDB and/or Sleuth.</i></p> <p><i>6.4.1 SBC SOUTHWEST REGION 5-STATE (on behalf of itself and SBC CONNECTICUT) and SBC CALIFORNIA will use a Sleuth system to determine suspected occurrences of ABS -related fraud for LEVEL 3 using the same criteria SBC SOUTHWEST REGION 5-STATE and SBC CALIFORNIA use to monitor fraud on their respective accounts.</i></p> <p>6.4.2 LEVEL 3 understands that <i>Sleuth</i> alerts only identify potential occurrences of fraud. LEVEL 3 understands and agrees that it will need to perform its own investigations to determine whether a fraud situation</p>		<p>1.1.58 “Fraud Monitoring System” <u>means an off-line administration system that monitors suspected occurrences of ABT-related fraud.</u></p> <p>6.4.1 <u>SBC SOUTHWEST REGION 5-STATE</u> (on behalf of itself and <u>SBC CONNECTICUT</u>) and <u>SBC CALIFORNIA</u> will use a <u>Fraud Monitoring System</u> to determine suspected occurrences of <u>ABT</u>-related fraud for LEVEL 3 using the same criteria <u>SBC SOUTHWEST REGION 5-STATE</u> and <u>SBC CALIFORNIA</u> use to monitor fraud on their respective accounts.</p> <p>6.4.2 LEVEL 3 understands that <u>Fraud Monitoring System</u> alerts only identify potential occurrences of fraud. LEVEL 3 understands and agrees that it will need to perform its own investigations to determine</p>	<p>The definition of “Sleuth” proposed by Level 3 should be deleted and replaced by this definition, because Fraud Monitoring System is the appropriate terminology. When the original contract language was developed, the fraud monitoring system SBC used was named Sleuth. Sleuth was a product name associated with the vendor of SBC’s fraud monitoring system. Sleuth is obsolete and has been replaced by a new fraud monitoring system that is not called sleuth. Rather than try to maintain an agreement that references the product name of a third party, SBC is merely proposing that all occurrences of Sleuth be changed to the generic term “fraud monitoring system”.</p>

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			<p>actually exists. LEVEL 3 understands and agrees that it will also need to determine what, if any, action LEVEL 3 should take as a result of a <i>Sleuth</i> alert.</p> <p>6.4.3 The Parties will provide contact names and numbers to each other for the exchange of <i>Sleuth</i> alert notification information twenty-four (24) hours per day seven (7) days per week.</p>		<p>whether a fraud situation actually exists. LEVEL 3 understands and agrees that it will also need to determine what, if any, action LEVEL 3 should take as a result of a <u>Fraud Monitoring System</u> alert.</p> <p>6.4.3 The Parties will provide contact names and numbers to each other for the exchange of <u>Fraud Monitoring System</u> alert notification information twenty-four (24) hours per day seven (7) days per week.</p>	
SBC GTC 25 L3 – GT3	GT&C General Definitions (LT S1.103)		“Internet Service Provider” (ISP) is an Enhanced Service Provider that provides Internet Services.		1.1.70 “Internet Service Provider” (ISP) is an Enhanced Service Provider that provides Internet Services, <u>and is defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158.</u>	SBC’s language attempts to provide clarity to the definition for “Internet Service Provider” by referencing the specific paragraph of the FCC’s First Report and Order in CC Docket No. 97-158, where the particular definition is found.
SBC GTC 26	GT&C General Definitions				<u>“Legitimately Exhausted” denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before SBC-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted, SBC-13STATE must have removed all unused obsolete equipment from the Eligible Structure and</u>	The term “legitimately exhausted” is used in keeping with FCC orders. SBC has specific obligations to meet in order to declare an office “closed” or legitimately exhausted. SBC’s language makes clear SBC’s obligations and rights as to central office exhaustion.

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					<p><u>made such space available for collocation; however, removal of the equipment shall not cause a delay in SBC-13STATE's response to Level 3's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 6.2 of this Appendix. In making this determination, SBC-13STATE may reserve space for transport equipment for current year plus two years. Additionally, SBC-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of SBC-13STATE or for future use by SBC-13STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. SBC-13STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Crossconnect System (DCS) up to anticipated customer growth over a 10-year life expectancy of the ultimate footprint of the equipment.</u></p>	
<p>SBC GTC 27 L3 – GT3</p>	<p>GT&C General Definitions (LT 1 S1.112)</p>		<p><i>1.112 “Local Calls”, for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different SBC Exchange(s) that participate in the same common local mandatory local calling area approved</i></p>		<p><u>“Section 251(b)(5) Traffic” means traffic that is limited to telecommunications traffic exchanged between CLEC and SBC-13-STATE in which the originating end user of one Party and the terminating end user of the other Party are:</u></p> <p>(i) <u>both physically located in the</u></p>	<p>It is SBC’s position that it is a more precise definition to utilize the term Section 251 (b)(5) traffic than Local traffic since SBC has invoked the FCC ISP Plan in SBC 12STATE. Under the FCC’s ISP Compensation Order the FCC utilizes the term Section 251 (b)(5) rather than Local</p>

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			<p><i>by the applicable state Commission. To the extent required by applicable law, and to the extent that all Local Calls between SBC customers and between SBC customers and other ILEC customers, originate and terminate to parties physically located within the same common local or common mandatory local calling area,</i></p>		<p><u>same SBC-13STATE Local Exchange Area as defined by SBC-13STATE Local (or “General”) Exchange Tariff on file with the applicable state commission or regulatory agency; or</u></p> <p>(ii) <u>both physically located within neighboring SBC-13STATE 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></p> <p><u>“ISP-Bound Traffic” means traffic that is limited to telecommunications traffic exchanged between CLEC and SBC-13STATE 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” in which the originating end user of one Party and the terminating ISP of the other Party are:</u></p> <p><u>both physically located in the same SBC-</u></p>	<p>traffic.</p> <p>In addition, since <u>SBC 12-STATE</u> has invoked the <u>FCC ISP Plan</u>, it must include a definition for <u>ISP-Bound Traffic</u>, in accordance with the FCC’s Order</p> <p>The FCC affirmed that <u>ISP-bound traffic and local calls</u> are communication between two parties that remain squarely in the same local calling area. This is illustrated in paragraph 90 of the <u>ISP Compensation Order</u> which specifically states that the FCC intended the same intercarrier compensation rates, terms and conditions to apply to voice and <u>ISP-Bound Traffic</u>. See <i>FCC ISP Compensation Order</i>, 16 FCC Rcd at 9194-95, ¶ 90. Comprehensive rationale for this position can be found in the <u>Intercarrier Compensation DPL</u>.</p> <p>Level 3 is attempting to address local calling scopes between SBC customers and other ILEC customers in their definition of “Local Calls”, which is not inappropriate for this Agreement.</p>

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					<p><u>13-STATE Local Exchange Area as defined by SBC-13STATE Local (or “General”) Exchange Tariff on file with the applicable state commission or regulatory agency; or</u></p> <p><u>both physically located within neighboring SBC-13STATE 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></p>	
SBC GTC 28 L3 – GT3	GT&C General Definitions And Definitions Applicable to SBC-7STATE Only (LT 3, 4 S1.4.6)	Should “Local Interconnection Trunk/Trunk Groups” be used to provide a non-251/252 service such as transit traffic?	1.4.6 (Applicable to SBC-7STATE Only). <i>“Local Interconnection Trunks/Trunk Groups” are used for the termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR-317-CORE “GR-317.</i>	Language unacceptable to Level 3 as this excludes transit traffic.	<u>“Local Interconnection Trunk/Trunk Groups” is defined as trunks carrying i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA toll Traffic originating from an end user obtaining local dial tone from Level3 where Level 3 is both the Section 251(b)(5) Traffic and IntraLATA 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.</u>	Level 3’s definition of Local Interconnection Trunk/Trunk Groups would improperly allow for interLATA and transit traffic to be delivered over local interconnection trunk groups. InterLATA traffic is clearly not Section 251(b)(5) Traffic and/or ISP Bound Traffic and should not be delivered over local interconnection trunk groups. SBC-13STATE’s definition is more specific as to the types of traffic that can be delivered over these local trunk groups and only includes traffic types that both parties have been openly negotiating. Because of recent system gaming to avoid appropriate access charges by the improper routing of

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						interLATA and intraLATA Traffic carried by an IXC over local interconnection trunks groups, there is a need to clearly define what constitutes various traffic types and what traffic should be permitted over these local trunk groups. Finally, the definition should apply to SBC-13STATE, not just SBC-7STATE.
SBC GTC 29	GT&C General Definitions				<u>“Local Loop Transmission”, “Lawful Unbundled Local Loop”, “Loop” means the transmission path which extends from the Network Interface Device or demarcation point at an End User’s premise to the Main Distribution Frame or other designated frame or panel in the SBC-13STATE Serving Wire Center.</u>	The agreement should define this term, for the sake of clarity and to minimize future disputes regarding the interpretation of the agreement.
SBC GTC 30 L3 – GT3	GT&C General Definitions (LT S1.116)	Should “Local Only Trunk Groups” be defined to carry Section 251(b)(5) Traffic only?	Language as filed in Level 3 appendix: <i>“Local Only Trunk Groups” are two-way trunk groups used to carry Telecommunications Services Traffic only.</i>		<u>“Local Only Trunk Groups” are two-way trunks groups used to carry Section 251(b)(5) Traffic only.</u>	Sections 251(b) and (c) address only the traffic exchanged between Level 3 and SBC-13STATE. Level 3’s proposed language would improperly allow for a commingling of non-251/252 traffic such as transit traffic.
SBC GTC 31 L3 – GT3	GT&C General Definitions (LT S1.123)	Should provisioning requirements be included in the definition of “Meet-Point Trunks/Trunk Groups”?	<i>“Meet-Point Trunks/Trunk Groups” (MPTGs) are used for the joint provision of Switched Access services, pursuant to Telcordia Technical References GR-394-CORE “GR-394” and GR-317-CORE “GR-317”. MPTGs are those between a local End</i>		<u>“Meet-Point Trunks/Trunk Groups” carry traffic between CLEC end users and interexchange carriers via SBC-13STATE Access or Local/Access Tandem Switches.</u>	Definitions are meant to provide clarity within the context of this agreement. Level 3’s proposed definition is overbroad and encompasses substantive provisioning requirements.

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			<p><i>Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.</i></p>			
<p>SBC GTC 32 L3 – GT3</p>	<p>GT&C General Definitions (LT S1.124)</p>	<p>How should Multifunctional Equipment be defined?</p>	<p><i>Multifunctional Equipment, for purposes of this Appendix, means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Unbundled Network Elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions.</i></p> <p>Level 3 language as filed in its appendix:</p> <p><i>“Multifunctional Equipment,” means equipment that combines one or more functions that are necessary for interconnection or access to unbundled network elements with one or more functions that would not meet that standard as a stand alone function.</i></p>		<p><u>"Multi-functional Equipment" is defined as Equipment that combines one or more functions that are necessary for interconnection or access to UNEs with one or more functions that would not meet that standard as stand-alone functions ("Unnecessary Functions"). For the purpose of this appendix, Equipment is Multi-functional if and only if the primary purpose and function of the Equipment, as the Collocator seeks to deploy it, meets all the requirements for either interconnection or access to UNEs as set forth in the Act. The additional functions must aid in the actual transmission or routing of telephone exchange service and exchange access used with interconnection, or in the actual provision of the telecommunications service used with access to UNEs, in the manner that the CLEC intends to provide such services.</u></p>	<p>Level 3’s definition is extremely broad in nature and cannot be accepted. By including in this definition “equipment that has (1) functions that make the equipment "necessary for interconnection or access to Unbundled Network Elements" and (2) additional functions that are not "necessary" for these purposes” Level 3 could fit almost any piece of equipment imaginable into this definition.</p>
<p>SBC GTC 33 L3 – GT3</p>	<p>GT&C General Definitions</p>		<p><i>“Mutual Compensation” is the compensation agreed upon by the Parties for those “Local Calls” that originate on one network and terminate on the other network.</i></p>		<p>None.</p>	<p>This definition was not utilized in the Level 3 Intercarrier Compensation Appendix and as such should be removed from the GT&C Appendix.</p>

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	(LT S1.126)					
SBC GTC 34 L3 – GT3	GT&C General Definitions (LT S1.130)	Should the definition of “Network Interconnection Methods” include reference to applicable law?	Level 3 language as filed in appendix: “Network Interconnection Methods (NIMs)” include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties <i>or according to Applicable Law</i> . One or more of these methods may be used to effect the Interconnection.. <i>The terms and conditions associated with access to Unbundled Network Elements (UNEs) are not found in Appendix NIM, but are contained in Appendix UNE. SBC CONNECTICUT Unbundled Network Elements are offered via the Connecticut Access Tariff.</i>	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms & Conditions to avoid potential conflict.	“Network Interconnection Methods (NIMs)” include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection.	SBC does not object to defining terms, but Level 3’s proposed definition is inappropriate. Definitions are meant to provide clarity within the context of this agreement. Issues of applicable law are more appropriately addressed through other provisions included in the GT&C section.
SBC GTC 35	GT&C General Definitions				“Out of Exchange LEC (OE-LEC)” <u>means Level 3 operating within SBC-12STATE’S incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC’s local exchange area.</u>	The agreement should define this term, for the sake of clarity and to minimize future disputes regarding the interpretation of the agreement.
SBC GTC 36	GT&C General Definitions				“Out of Exchange Traffic” <u>is defined as Section 251(b)(5), ISP Bound, or intraLATA traffic to or from a non-SBC ILEC exchange area.</u>	The agreement should define this term, for the sake of clarity and to minimize future disputes regarding the interpretation of the agreement.

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SBC GTC 37 L3 – GT3	GT&C General Definitions (LT S1.140)		“Party” means either CLEC or SBC; use of the term “Party” includes each of ILEC(s) that is a party to this Agreement. “Parties” means both CLEC and SBC; use of the term “Parties” includes each of the ILEC(s) that is a party to this Agreement.		“Party” means either CLEC or <u>the SBC-owned ILEC</u> ; use of the term “Party” includes <u>each of the SBC-owned ILEC(s)</u> that is a party to this Agreement. “Parties” means both CLEC <u>and the SBC-owned ILEC</u> ; use of the term “Parties” includes each of the <u>SBC-owned ILEC(s)</u> that is a party to this Agreement.	SBC Communications, Inc. is not a party to this contract. Therefore, Level 3’s proposed definition is not correct. Level 3 agreed to SBC’s proposed definition in their prior agreement as well as elsewhere within this agreement.
SBC GTC 38	GT&C General Definitions				“Person” <u>means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.</u>	SBC’s proposed definition provides clarity and reduces the potential for confusion, disputes and claims, as the term is used throughout the Agreement.
SBC GTC 39 L3 – GT3	GT&C General Definitions (LT S1.142)		<i>1.142 “Physical Collocation” is as defined in applicable Appendix Collocation or applicable tariff, where applicable.</i>		“Physical Collocation” is as defined in <u>Appendix Physical Collocation.</u>	SBC disagrees that any tariff is relevant to this contract, and seeks not to include language that confuses the issue.
SBC GTC 40 L3 – GT3	GT&C General Definitions (LT S1.152)		1.152 “ <i>Reference of Calls</i> ” refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.		“Referral Announcement” refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.	Traditionally SBC has used the term referral announcement.
SBC GTC 41	GT&C General Definitions		None.		<u>Telecommunications Infrastructure Space – Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to</u>	Level 3 fails to define this term.

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					<u>support collocation space used for interconnection with or access to Lawful UNEs of SBC-13STATE’s network.</u>	
SBC GTC 42	GT&C General Definitions				1.1.155 “Third Party” <u>means any Person other than a Party.</u>	SBC’s proposed definition provides clarity as to the use of the term in the agreement.
SBC GTC 43 L3 issue 4, 9	GT&C General Definitions (LT S1.113)		<i>1.113 “Total Compensable Local Traffic” is Local, Virtual Foreign Exchange, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to Internet Service Providers (ISPs) to determine the Total Compensable Local Traffic. In determining the Total Compensable Local Traffic, InterLATA toll and IXC-carried intraLATA toll are excluded, and will be subject to Meet Point Billing as outlined in the interconnection agreement and applicable tariffs.</i>	SBC had originally agreed to use the GT&C without change but are now changing that position. Level 3 would not have agreed to change the definition of local calls to something that Level 3 opposes.	NONE	It is not appropriate to include a definition for “Total Compensable Local Traffic” in the GT&C Appendix since the classifications of traffic and the associated compensation for such traffic is more appropriately provided for in the Intercarrier Compensation Appendix.
SBC GTC 44 L3 – GT3	GT&C General Definitions	Should “Translation Type” be defined in this Agreement?	“ Translation Type ” means a code in the Signaling Connection Control Part (SCCP) of the SS7 signaling message. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. All LIDB queries that use the same Translation Type are routed to the		“ Translation Type ” means a code in the Signaling Connection Control Part (SCCP) of the SS7 signaling message. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB Query <u>and/or CNAM Query</u> . All LIDB Queries <u>and/or</u>	SBC’s proposed definition properly identifies the technical characteristics of the subject.

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			same LIDB for a particular Line Record or, prior to number portability, for a particular NPA-NXX.		<u>CNAM</u> Queries that use the same Translation Type are routed to the same LIDB <u>and/or CNAM</u> Database for a particular Line Record or, prior to number portability, for a particular NPA-NXX.	
SBC GTC 45 L3 – GT3	GT&C General Definitions (LT S1.207)	Should the definition of “Trunk” or “Trunk Group” accurately reflect connectivity between Level 3 switches and SBC-13STATE switches?	Level 3 language filed in its appendix: “Trunk” or “Trunk Group” means the switch port interface(s) used and the communications path created to connect Level 3’s <i>network</i> with SBC-13STATE’s <i>network</i> for the purpose of exchanging traffic.	Consistency and ease of interpretation require that all definitions be consolidated into the General Terms & Conditions to avoid potential conflict.	“Trunk” or “Trunk Group” means the switch port interface(s) used and the communications path created to connect Level 3’s <u>switch</u> with SBC-13STATE’s <u>switch</u> for the purpose of exchanging traffic	Level 3’s proposed definition confuses facilities used to connect the networks of Level 3 and SBC-13STATE with the trunks that connect switch to switch. Trunks connect the various switches in a network and the switches of other carrier networks. Facilities according to the FCC in the FRO “refers only to the physical linking of two networks for the mutual exchange of traffic.” Trunks or trunk groups therefore, do not connect networks, but in fact, connect switches over the facilities established to connect those networks.
SBC GTC 46 L3 – GT3	GT&C General Definitions (LT S1.208)		<i>“ULEC” means A Competitive Local Exchange Carrier that purchases and combines unbundled network elements from the incumbent local exchange carrier in order to provide telecommunications service to customers. Network element includes the facility or equipment and its features, functions and capabilities used to provide telecommunications</i>	Clarifies the terms of the appendix.	None.	Level 3’s proposed definition is confusing and unnecessary. The term Competitive Local Exchange Carrier properly defines Level 3 and applies regardless of what Level 3 purchases under the Agreement. The term CLEC is more than adequate for this agreement.

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			<i>service.</i>			
SBC GTC 47	GT&C General Definitions				<u>“Unbundled Network Element” (UNE) is defined in Appendix Unbundled Network Elements.</u>	SBC’s proposed language simply points to the UNE Appendix as the section within the ICA which contains the definition of UNE.
SBC GTC 48 L3 – GT3	GT&C General Definitions (LT S1.209)		<i>“Unused Space” denotes any space in the Premises which is not occupied by SBC-13STATE personnel and/or occupied by or reserved for growth of SBC-13STATE network equipment, including the equipment of affiliates and 3rd parties. May also be used to denote space within a specific Level 3’s area that is not occupied by or reserved for Level 3’s equipment.</i>		None.	This definition is unnecessary as it is not used in the agreement. Moreover, the agreement will already define available space. Finally, SBC believes that the last sentence of the proposed definition inappropriately includes Level 3’s space in the definition of “unused.” Use of this definition conflicts with any requirement that SBC relinquish “unused space” to Level 3.
SBC GTC 49 L3 – GT3	GT&C General Definitions <u>Definitions Applicable to SBC-12STATE Only</u> (LT S1.2.3)	Whose definition of a DSX panel should be accepted?	<i>“Digital Cross Connect Panel” (DSX Panel) means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.</i>		<u>A DSX panel is a bay or panel to which T-1 lines and circuit packs are wired and that permits cross-connections by patch cords and plugs.</u>	Level 3’s definition is overly vague and broad and allows for a wide range of applications beyond what the DSX panel is capable of providing.
SBC GTC 50 L3 – GT3	GT&C General Definitions		1.4.4 (Definitions Applicable to SBC-7STATE Only). <i>“Control Office” means the appropriate exchange carrier center or office designated as</i>		None.	Level 3 proposes two conflicting definitions for control office. SBC-13STATE believes these definitions should be deleted as these definitions

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	<p><u>Definitions Applicable to SBC-7STATE Only</u></p> <p><u>Definitions Applicable to SBC MIDWEST REGION 5-STATE Only</u></p> <p>(LT S1.4.4 (7State only) and S1.6.2 (Midwest 5State only))</p>		<p><i>its company’s single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.</i></p> <p>1.6.2 (Definitions Applicable to SBC Midwest Region 5-State Only). <i>“Control Office” means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP. These definitions appear to be related to two different scenarios and will need to remain in tact.</i></p>			<p>for “Control Office” are not used in this agreement.</p>
<p>SBC GTC 51</p> <p>L3 – GT3</p>	<p>GT&C</p> <p>General Definitions</p> <p><u>Definitions Applicable to SBC-7STATE Only</u></p> <p>(LT S1.4.2 and S1.4.7)</p>	<p>Should this agreement include definitions not used?</p>	<p><i>“Mid-Point Meet” is as defined in the appropriate Appendix NIM. The facility hand off point may differ from the billing point of interconnection.</i></p> <p><i>“Mid-Span Meet” is an interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable facilities. The meet point is the demarcation establishing ownership of and responsibility for each LEC’s portion of the</i></p>		<p>None.</p>	<p>Level 3’s proposed definition is outdated and unnecessary, as the definition for “Fiber Meet” has been agreed upon in place of “Mid-Point Meet” and “Mid-Span Meet.”</p>

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			<i>transmission facility.</i>			
SBC GTC 52 L3 – GT3	GT&C General Definitions <u>Definitions applicable to SNET and SBC-AMERITECH Only</u> (LT S1.5.2)	Should the agreement include definitions that are not used?	<i>“Inter-wire Center Transport” means the transmission facilities between serving wire centers.</i>		None.	Level 3’s proposed language appears only in the GT&C and section containing definitions, and does not appear anywhere else in the document. It therefore is unnecessary and improper.
SBC GTC 53 L3 – GT3	GT&C General Definitions <u>Definitions applicable to SBC MIDWEST REGION 5-STATE Only</u> (LT S1.6.1)		<i>“Automatic Route Selection” or “ARS” means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.</i>		None.	This term is outdated and referred to a service for Centrex. Level 3’s ICA has no terms and conditions for any switching product, whether Resale or UNE, so this is unnecessary.
SBC GTC 54 L3 – GT3	GT&C General Definitions <u>Definitions applicable to SBC MIDWEST REGION 5-STATE Only</u>		<i>“Enhanced LECLink” is an customer access service to the national distribution of billing records via Telcordia’s Centralized Message Distribution System (CMDS).</i>		None.	CMDS is an outdated system. SBC is setting up new carriers with NDM access instead.

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	(LT S1.6.3)					
SBC GTC 55 L3 – GT3	GT&C General Definitions <u>Definitions applicable to SNET Only</u> (LT S1.7.3)		<i>“ConnNET” is a CT packet switching network used for data communication to and from hosts and databases.</i>		None.	Level 3’s proposed definition should be removed from the DPL due to fact that packet switching is not subject to unbundling under federal law. Specifically, the FCC found that on a national basis, ILECs are not required to unbundle packet switching, including routers and DSLAMs, as a stand-alone network element. The FCC also found that ILECs are not required to provide unbundled access to the packetized bandwidth on hybrid fiber/copper loops, including any transmission path over a fiber transmission facility between the central office and the customer’s premises (including fiber feeder plant) that is used to transmit packetized information. In addition, the FCC found that ILECs are not required to provide unbundled access to any electronics or other equipment used to transmit packetized information over hybrid loops, such as xDSL capable line cards installed in DLC systems or equipment used to provide passive optical networking capabilities to the mass market. In light of such FCC findings, the states are prohibited from requiring

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						that an ILEC provide unbundled access to packetized bandwidth over hybrid loops. See 47 CFR 51.319(a)(2).
SBC GTC 56 L3 – GT3	GT&C General Definitions <u>Definitions applicable to SNET Only</u> (LT S1.7.4)	Should obsolete documentation be required under this Agreement?	<i>“Database Administrative Service LIDB Operating Guidelines” (Operating Guidelines) means the document developed by SNET that provides detailed instructions as to the working parameters of SNET’s provision of the LIDB Administrative System to CLEC, as may be updated by SNET from time to time. SNET shall provide such Operating Guidelines to CLEC upon execution of this Agreement.</i>	None.		Level 3’s proposed language is outdated. The current title of the referenced document is: SNET Diversified Group Line Information Data Base/Administration System LIDB/AS Interface Specifications and FTP Instructions. SBC would accept language that states that Level 3 can obtain database storage and administration guidelines from SNET’s vendor at no additional charge upon execution of this Agreement.
SBC GTC 57 L3 – GT3	GT&C General Definitions <u>Definitions applicable to SNET Only</u> (LT S1.7.8)	Whose definition of switched access service should be accepted?	<i>“Switched Access Service” means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customer in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 Series, and 900 access. Switched Access does not include traffic exchanged between LECs for purpose of local exchange interconnection.</i>		<u>Switched Access Service provides a two-point communications path between a customer's premises and an end user's premises through the use of common terminating, common switching, Switched Transport facilities, and common subscriber plant of the Telephone Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises, and to terminate calls from a customer's premises to an end user's premises in the LATA where service is provided.</u> Switched	The definition SBC provides is from the tariff and should be used to provide a consistent definition.

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					Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 Series, and 900 access. Switched Access does not include traffic exchanged between LECs for purpose of local exchange interconnection.	
SBC GTC 58 L3 – GT3	GT&C General Definitions <i>Definitions applicable to SBC-SWBT only</i> (LT S1.8.2)	Should “LVA” be defined as the SMS for all SBC states?	<i>“Line Validation Administration System” (LVA) means the LIDB administrative system for <u>SBC-SWBT</u>.</i>			Level 3’s proposed language is improper because LVA is an internal product - specific name used by SBC Southwest. To avoid potential problems with system evolution, the term LVA should be dropped from the agreement and replaced with either of the following generic phrases: LIDB Service Management System or LIDB Administration system.
SBC GTC 59	GT&C Conflict of Provisions 2.6.3 (LT S2.6.3)		In <i>SNET</i> only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC ordered tariffs covering the services that are the subject of this Agreement with <i>SNET</i> , such DPUC ordered tariffs will prevail. <i>The Parties reserve their rights to dispute the issues addressed in this provision before the Connecticut DPUC.</i>		In <u>SBC CONNECTICUT</u> only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC ordered tariffs covering the services that are the subject of this Agreement with <u>SBC CONNECTICUT</u> , such DPUC ordered tariffs will prevail.	SBC’s proposed language and the Connecticut DPUC tariff approval process will provide ample opportunity for Level 3to dispute any issue related to tariff provisions covered by SBC’s language. Level 3’s proposed language would allow for needless additional litigation and expense to the Parties and Commission.
SBC GTC 60	GT&C Corporate Name Change		<i>4.8.1 As ordered by the bilateral arbitrations between Level 3 and <u>SBC-13STATE</u> in Michigan PSC (Docket No. U-12460), the Texas PUC (Docket</i>		<i>4.8.1 In the event that <u>LEVEL 3</u> makes a corporate name change (including addition or deletion of d/b/a) <u>LEVEL 3</u> shall incur no charges for SBC making changes to <u>LEVEL</u></i>	CLECs must be responsible for the costs associated with any assignments, transfers, mergers, acquisitions or any other corporate

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	<p>4.8.1 4.8.2 4.8.3 4.8.4 (LT S4.8.1, 4.8.2)</p>		<p><i>No. 22441), and the California PUC (Docket No. 00-04-037), in the event that either Party makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other company identifier (collectively, a "Name Change") the Changing Party shall submit written notice to the other Party within thirty (30) days of the first action taken to implement such Name Change. In no event shall the Changing Party be charged for any Name Change costs or expenses.</i></p> <p><i>4.8.2 As ordered by the bilateral arbitration between CLEC and SBC ILLINOIS (Docket No. 00-0332), SBC ILLINOIS cannot charge CLEC for any Name Change charges associated with the major billing system between the companies, but for other charges, SBC ILLINOIS shall, within thirty (30) days following receipt of a Name Change notice, negotiate rates to compensate SBC ILLINOIS for the costs to be incurred by SBC ILLINOIS to make the changes to any other</i></p>		<p><u>3's billing accounts or changes to OSS programs that automatically populate such name on LEVEL 3 service orders. LEVEL 3 shall be responsible for any charges associated with changes made to any OS/DA branding, recorded announcements, or any required restencilling on any collocation arrangements. Charges for changes to any OS/DA branding or recorded messages will be rated pursuant to the branding language included in this agreement. Charges associated with any restencilling on any collocation arrangements will be rated on an Individual Case Basis.</u></p> <p><u>4.8.2 Should LEVEL 3 assign this Agreement and all assets ordered and provisioned out of this Agreement, pursuant to the assignment language provided in this Agreement, and such assignment results in a change to LEVEL 3's ACNA or OCN, LEVEL 3 shall be responsible for all charges associated with service orders required to change the ACNA or OCN on each end-user account or each circuit. Service order charges will be rated pursuant to the Pricing Schedule in this agreement. Charges associated with any restencilling or reengineering of any collocation arrangements will be rated on an Individual Case Basis. In addition, assignee of this Agreement</u></p>	<p>change.</p> <p>ACNAs and OCNs, which are assigned by industry agencies such as Telcordia and NECA, appear on each End User account and/or circuit. These codes are used in all ILECs directory databases, network databases (LMOS, TIRKS, INAC, RCMAC, etc.), billing systems to identify, inventory, and appropriately bill the services provisioned on each service order. Any change to a company code requires service order activity on each and every end user account and circuit in order to update the multitude of systems. Not only are these company codes utilized within the ILEC but also throughout the industry in such databases as LERG, which allows the industry as a whole to properly bill routed calls, (terminating and originating).</p> <p>When a company code change is associated with a transfer of assets it is no different than a CLEC to CLEC migration which requires a service order to be submitted by the winning Carrier.</p>

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			<p><i>customer-specific databases, systems, records and/or recording announcement(s).</i></p>		<p>shall be responsible for all charges for <u>services ordered and/or provisioned out of this Agreement, whether billed or unbilled as of the date of such approved assignment.</u></p> <p>4.8.3 <u>In the event LEVEL 3 makes or accepts a transfer or assignment of assets including end-user accounts (resale or UNE-P), UNE loops, interconnection trunks or facilities (including leased facilities), or collocation arrangements, which were ordered and provisioned out of this Agreement, LEVEL 3 shall submit all required service orders to effectuate such transfer. Service order charges will be rated pursuant to the Pricing Schedule of this Agreement. Any charges associated with any restencilling or reengineering of any collocation arrangements will be rated on an Individual Case Basis. LEVEL 3 will continue to be billed for such assets until appropriate service orders have been issued by acquiring LEVEL 3 to transfer assets to acquiring LEVEL 3s billing accounts.</u></p> <p>4.8.4 <u>Notwithstanding the above, SBC and LEVEL 3 will make every effort to comply with guidelines established by Industry Agencies such as Telcordia and NECA as they relate to the assignment of ACNAs and OCNs to ensure accurate billing and routing of services and calls</u></p>	

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SBC GTC 61	GT&C Effective Date, Term, and Termination 5.7 (L3 S5.7)		<p>The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which SBC-13STATE received LEVEL 3’s Section 252(a)(1) request; unless negotiations are in progress or arbitration has been demanded <i>provided, however, when a successor agreement becomes effective, the terms, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retro-active true-up shall be completed within 90 days following the effective date of such successor Agreement.</i> In the event a successor agreement is not established via negotiation or arbitration ten (10) months after the date on which SBC-13STATE received LEVEL 3’s Section 252(a)(1) request, the Parties agree to continue to operate under the rates, terms and conditions of this Agreement until such successor agreement is established <i>provided</i></p>		<p>The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which SBC-13STATE received LEVEL 3’s Section 252(a)(1) request; unless negotiations are in progress or arbitration has been demanded. In the event a successor agreement is not established via negotiation or arbitration ten (10) months after the date on which SBC-13STATE received LEVEL 3’s Section 252(a)(1) request, the Parties agree to continue to operate under the rates, terms and conditions of this Agreement until such successor agreement is established.</p>	<p>Level 3’s language is overly broad and would potentially obligate SBC to true up rates when an Order may or may not require such treatment as a result of the proceeding. In addition, the second edit/submission of language by Level 3 is “evergreen” in nature, proposing for the continuation of application of rates and true up even after the Parties have been unable to reach agreement on a successor agreement via negotiation, arbitration or after 10 months have passed upon legitimate notice.</p>

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			<p><i>however, that the rates and charges of such successor agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retroactive true up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement.</i></p>			
<p>SBC GTC 62 L3 - 9</p>	<p>GT&C Assurance of Payment 7.2 7.2.1 7.2.3 7.3.2 [LT S7.2, 7.2.1, 7.2.3, 7.3.2]</p>	<p>Should the assurance of payment requirements be state-specific and state independent?</p>	<p>7.2 Assurance of Payment may be requested by <u>SBC-12STATE</u> <i>separately with respect to a specific State if in that State:</i></p> <p>7.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to <u>SBC-13STATE</u> <i>in that State</i> for undisputed charges and/or appropriate escrow payments pursuant to Section 8 for disputed charges incurred as a CLEC (<i>with no more than two (2) valid past due notices for undisputed amounts within that twelve (12) month period</i>): or</p>	<p>7.2 The parties bill each other and pay each other on a state-by-state basis. Interconnection agreement terms, rates, conditions and disputes are individually determined by each state according to 47 U.S.C. § 252(e). Level 3’s revisions are consistent with Section 252(e) and with the FCC’s refusal to allow RBOCs to use their superior market power to extract uneconomic assurance of payments from competing carriers.</p> <p>7.2.1 The language is unclear and provides no benchmark for downgrade</p>	<p>7.2 Assurance of Payment may be requested by <u>SBC-12STATE</u> <i>if:</i></p> <p>7.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to SBC-13STATE for undisputed charges and/or appropriate escrow payments pursuant to Section 8 for disputed charges incurred as a: or</p>	<p>Assurance of payment is requested when a CLEC does not have established satisfactory credit, fails to pay or dispute a bill, there has been an impairment of established credit, or admits its inability to pay its debts due to a voluntary case i.e. bankruptcy. It is reasonable to expect that if a CLEC becomes insolvent or delinquent in payment in one state, the CLEC is likely to experience the same difficulties in other states. SBC must have some method to protect itself from financially unsound CLECs. Therefore, it is appropriate for SBC to request assurance of payment of the CLEC as a customer, and not on a state-specific basis.</p>

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				<p>of credit, permitting SBC to leverage default provisions at will.</p> <p>Level 3’s edits are necessary to make this agreement consistent with federal law.</p>		
<p>SBC GTC 63 L3 – 9</p>	<p>GT&C Assurance of Payment 7.2.1 [LT S7.2.1]</p>	<p>What is the appropriate criteria for determining satisfactory credit as of the effective date of the agreement?</p>	<p>[7.2 Assurance of payment may be requested by SBC-12STATE if:]</p> <p>7.2.1 At the Effective Date CLEC had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to <i>SBC-13STATE in that State</i> for undisputed charges and/or appropriate escrow payments pursuant to Section 8 for disputed charges incurred as a CLEC (<i>with no more than two (2) valid past due notices for undisputed amounts within that twelve (12) month period;</i> or</p>	<p>The language is unclear and provides no benchmark for downgrade of credit, permitting SBC to leverage default provisions at will.</p> <p>Level 3’s edits are necessary to make this agreement consistent with federal law.</p>	<p>[7.2 Assurance of payment may be requested by SBC-12STATE if:]</p> <p>7.2.1 At the Effective Date CLEC had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to <i>SBC-13STATE</i> for undisputed charges and/or appropriate escrow payments pursuant to Section 8 for disputed charges incurred as a CLEC; or</p>	<p>Due to the current economic climate, the number of CLEC bankruptcies, and the number of CLECs over-extended financially, SBC has revised its policy to define satisfactory credit as twelve consecutive months of remitting payment by the bill due date. It is important to note that late payment notices are only sent on past due accounts that are both unpaid and undisputed. It is not appropriate for Level 3 to withhold undisputed payment and also avoid an increase in assurance of payment or payment altogether.</p>
<p>SBC GTC 64 L3 - 9</p>	<p>GT&C Assurance of Payment 7.2.2 [LT S 7.2.2]</p>	<p>Should the assurance of payment be significant and material as compared to the status on the effective date?</p>	<p>[7.2 Assurance of payment may be requested by SBC-12STATE if]</p> <p>7.2.2 At any time on or after the Effective Date, there has been a <i>significant and material</i> impairment of the established credit, financial health, or credit worthiness of CLEC <i>as compared to the status on the Effective Date.</i> Such impairment will</p>	<p>Level 3 should only be required to issue an assurance if its credit worthiness really changes. Level 3’s revisions are necessary because SBC could otherwise shop for a rating and trigger an assurance requirement regardless of whether</p>	<p>[7.2 Assurance of payment may be requested by SBC-12STATE if]</p> <p>7.2.2 At any time on or after the Effective Date, there has been impairment of the established credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from financial sources, including but not limited to</p>	<p>SBC should be able to protect itself in the event a CLEC experiences an impairment of established credit, financial health, or credit worthiness. These types of events are often significant and frequently precede serious financial issues with the CLEC.</p>

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			<p>be determined from information available from financial sources, including but not limited to Moody’s, Standard and Poor’s, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or</p> <p>Level 3 filed Agreement language: at any time on or after the Effective Date, there has been a <i>significant and material</i> impairment of the established <i>as compared to its status on the Effective Date</i>. Such impairment will be determined from information available from financial sources, including but not limited to Moody’s, Standard and Poor’s, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or</p>	<p>Level 3’s credit health actually changed. Level 3 includes reference to a hard date so that the Parties both measure credit worthiness based upon an objective and determinable period.</p>	<p>Moody’s, Standard and Poor’s, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or</p>	
SBC GTC 65 L3 - 9	GT&C Assurance of payment 7.2.3	Should Level 3 be required to comply with the terms and conditions of agreed to language in Section 9.3?	[7.2 Assurance of payment may be requested by SBC-12STATE if:] 7.2.3 CLEC fails to timely pay a bill rendered to CLEC by <u>SBC-12STATE</u> <i>for the individual State</i> (except such	Assurance of payment must be reasonably related to underlying credit worthiness. SBC’s language is uncertain in application and scope,	[7.2 Assurance of payment may be requested by SBC-12STATE if:] 7.2.3 CLEC fails to timely pay a bill rendered to CLEC by <u>SBC-12STATE</u> (except such portion of a bill that is	Having negotiated and agreed to terms in Section 9.3, Level 3 seeks to modify those terms by proposing that it should only comply “substantially.” SBC believes that the nonpaying party should 1) pay all

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	[LT S 7.2.3]		portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has <i>substantially</i> complied with all requirements set forth in Section 9.3); <i>provided that SBC-12STATE has likewise substantially complied with all requirements of this Agreement with respect to presentation of invoices and dispute resolution:</i>	permitting it unreasonable and unparalleled leverage over competing carriers. Level 3’s revisions reasonably limit assurance of payment to instances where extraordinary remedies such as specific performance are justified in the normal course of business.	subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 9.3: or	undisputed charges; 2) dispute charges; 3) pay disputed charges to an escrow account; 4) furnish evidence to the billing party that the disputed amounts have been placed in an interest bearing escrow account.
SBC GTC 66 L3 - 9	GT&C Assurance of payment 7.2.3 [LT S 7.2.3]	Should SBC be required to provide proof that it has complied with all requirements of the agreement before requesting assurance of payment?	[7.2 Assurance of payment may be requested by SBC-12STATE if:] 7.2.3 CLEC fails to timely pay a bill rendered to CLEC by <u>SBC-12STATE</u> <i>for the individual State</i> (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has <i>substantially</i> complied with all requirements set forth in Section 9.3); <i>provided that SBC-12STATE has likewise substantially complied with all requirements of this Agreement with respect to presentation of invoices and dispute resolution:</i>	Assurance of payment must be reasonably related to underlying credit worthiness. SBC’s language is uncertain in application and scope, permitting it unreasonable and unparalleled leverage over competing carriers. Level 3’s revisions reasonably limit assurance of payment to instances where extraordinary remedies such as specific performance are justified in the normal course of business.	[7.2 Assurance of payment may be requested by SBC-12STATE if:] 7.2.3 CLEC fails to timely pay a bill rendered to CLEC by <u>SBC-12STATE</u> (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 9.3: or	Level 3’s proposed language would allow Level 3 to circumvent and avoid its payment obligations. SBC would be forced to pursue dispute resolution on charges that are not even disputed.
SBC GTC 67	GT&C Assurance of	Should Level 3 be able to avoid providing assurance of payment	7.8 Notwithstanding anything else set forth in this Agreement, if <u>SBC-12STATE</u> makes a request for	Assurance of payment is an extraordinary remedy under common law of	7.8 Notwithstanding anything else set forth in this Agreement, if <u>SBC-12STATE</u> makes a request for assurance	SBC does not request assurance of payment unless warranted. Pursuant to Section 7.5, SBC pays interest on

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L3 – 9, 15	Payment 7.8 7.8.1 [LT S7.8, 7.8.1]	by disputing the reasonableness of SBC’s request for such assurance?	<p>assurance of payment in accordance with the terms of this Section, then <u>SBC-12STATE</u> shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished <u>SBC-12STATE</u> with the assurance of payment requested; <i>unless CLEC raises a good faith bona fide dispute with respect to the reasonableness of the request by SBC 12STATE</i>; provided, however, that <u>SBC-12STATE</u> will permit CLEC a minimum of 10 (ten) Business Days to respond to a request for assurance of payment before invoking this Section.</p> <p>Level 3 filed Agreement language: 7.8 Notwithstanding anything else set forth in this Agreement, if <u>SBC-12STATE</u> makes a request for assurance of payment in accordance with the terms of this Section, then <u>SBC-12STATE</u> shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished <u>SBC-12STATE</u> with the assurance of payment requested <i>provided, however, that <u>SBC-12STATE</u> will permit CLEC to raise a good faith bona fide dispute within 10 days with regard to the reasonableness of such a request.</i></p> <p>7.8.1 If CLEC fails to <i>either</i> furnish the</p>	<p>contracts as well as the UCC. SBC cannot be permitted to unilaterally require assurances without concomitant justification, especially where, as here, it insists upon provisions that would leave unrestrained its ability to terminate service to end users. The added provision here is a reiteration of the conditional right on SBC to require an assurance. The addition follows the outlined rights of the parties set out in the agreement.</p>	<p>of payment in accordance with the terms of this Section, then <u>SBC-12STATE</u> shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished <u>SBC-12STATE</u> with the assurance of payment requested provided, however, that SBC-12STATE will permit CLEC a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.</p> <p>7.8.1 If CLEC fails to furnish the requested adequate assurance of payment</p>	<p>all cash deposits held and is therefore reluctant to request deposits unless necessary. In Section 7.8 language agreed to by the parties, once the CLEC is sent an assurance of payment request, SBC has no obligation to perform under the agreement until CLEC furnishes assurance of payment requested. Due to the urgent nature of this issue for both parties, SBC requires a response within ten business days. This is sufficient time to allow Level 3 to make payment arrangements or seek Commission intervention.</p>

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			requested adequate assurance of payment on or before the date set forth in the request <i>or raise a good faith, bona fide dispute with respect to the reasonableness of the request, <u>SBC-12STATE</u></i> may also invoke the provisions set forth in Section 9.5 through Section 9.7.		on or before the date set forth in the request, <u>SBC-12STATE</u> may also invoke the provisions set forth in Section 9.5 through Section 9.7.	
GTC SBC 68	GT&C Billing and Payment of Charges 8.3.1 (L3 S8.3.1)	Should Level 3 make payment via electronic funds credit transfers in SBC-12STATE?	LEVEL 3 shall make all payments to <u>SBC CONNECTICUT</u> in “immediately available funds.” Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. The Billed Party is responsible for any Late Payment Charges resulting from the Billed Party’s failure to use electronic funds credit transfers through the ACH network.		LEVEL 3 shall make all payments to <u>SBC-12STATE</u> in “immediately available funds.” Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. The Billed Party is responsible for any Late Payment Charges resulting from the Billed Party’s failure to use electronic funds credit transfers through the ACH network.	Level 3’s language in Section 8.3.1 provides for payments to be made via electronic funds credit transfers in Connecticut only when the provision should be applicable to SBC-12STATE.
SBC GTC 69 L3 - 11	GT&C Billing and Payment of Charges 8.8.1 [LT S8.8.1]	Under what circumstances may SBC disconnect services for nonpayment?	8.8.1 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.7 shall be grounds for termination of the Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services provided under this Agreement; <i>provided, however that the Billing Party shall comply then with all procedures set forth under this and as otherwise set forth in applicable law regarding discontinuance of service</i>	Assurance of payment is an extraordinary remedy under common law of contracts as well as the UCC. SBC cannot be permitted to unilaterally require assurances without concomitant justification, especially where, as here, it insists upon provisions that would leave unrestrained its ability to terminate service to end users.	8.8.1 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.7 shall be grounds for termination of the Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.	SBC’s proposed language allows SBC, after due notice and a reasonable amount of time, to disconnect any and all services if Level 3 fails to pay or dispute amounts due. SBC’s language contemplates a tiered process; notification of overdue amounts, suspension of new and pending order if such amounts remain unpaid and finally, disconnection if, after two notices, such amounts remain both unpaid and undisputed. It is important to recognize that this issue

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			<p><i>and/or termination of this Agreement.</i></p> <p>Level 3 filed Agreement Language: 8.8.1 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.7 shall be grounds for termination of the Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services provided under this Agreement; <i>provided, however that the Billing Party shall comply then with all procedures set forth under this Section 8 and otherwise set forth in applicable law regarding discontinuance of service and/or termination of this Agreement</i></p>			<p>concerns amounts that Level 3 does not dispute and are due to SBC. SBC does not propose disconnection for amounts that are subject to a billing dispute. Level 3 proposes that SBC should be limited to disconnection of only those services for which Level 3 has not paid. This approach is problematic because it permits a CLEC to avoid disconnection by moving, for example, UNE lines that are not paid for to resale. A CLEC could avoid payment and disconnection in perpetuity. If Level 3 refuses to pay an undisputed amount, SBC should have the right to disconnect service.</p>
<p>SBC GTC 70 L3 – 9, 11</p>	<p>GT&C Nonpayment and Procedures for Disconnection 9.2 [LT S9.2)</p>	<p>Should CLEC’s failure to pay undisputed charges result in those services being discontinued?</p>	<p>9.2 Failure to pay undisputed charges may be grounds for disconnection of Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services for which undisputed payment has not been rendered under this Agreement. If a Party fails to pay any undisputed charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges (“Unpaid Charges”), and any portion of such Unpaid Charges remain unpaid after the</p>	<p>Disconnection of service is an extraordinary remedy and cannot be permitted simply by virtue of the fact that SBC deems a bill undisputed. Both federal and most state laws require specific procedures for migration of customers to another carrier where termination of service by one carrier is truly necessary. Moreover, the Agreement</p>	<p>9.2 Failure to pay undisputed charges may be grounds for disconnection of Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay any undisputed charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges (“Unpaid Charges”), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in</p>	<p>Charges submitted pursuant to the Agreement should be disputed or paid. Level 3’s proposed language not only allows 15 calendar days (30 calendar days in its red-lined appendix) to respond to a notice of termination, but also to avoid payment of undisputed charges indefinitely. If an amount is not disputed, there is no reason why Level 3 cannot pay such amount by the bill due date, but without question Level 3 should remit after two late payment notices. SBC’s proposed</p>

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			<p>Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services <i>for which undisputed payment has not been rendered</i> under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within <i>fifteen (15) Calendar Days</i> following receipt of the Billing Party's notice of Unpaid Charges.</p> <p>Level 3 filed Agreement language: 9.2 Failure to pay undisputed charges <i>may</i> be grounds for disconnection of the <i>specific</i> Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services <i>for which undisputed payment has not been rendered</i> under this Agreement. If a Party fails to pay any undisputed charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges (“<i>Unpaid Charges</i>”), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing</p>	<p>provides SBC with more than reasonable methods for collecting upon debts and does not prohibit it from seeking other collection remedies available at law. SBC’s language unnecessarily exaggerates its control over its existing market share.</p>	<p>writing that in order to avoid disruption or disconnection of the Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services <u>furnished</u> under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within <u>ten (10) Business</u> following receipt of the Billing Party's notice of Unpaid Charges.</p>	<p>language in Section 9.2 applies when Level 3 has failed to remit payment by the bill due date and not responded to two late payment notices.</p>

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			that in order to avoid disruption or disconnection of the Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services <i>for which undisputed payment has not been rendered</i> under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within <i>thirty (30) Calendar Days</i> following receipt of the Billing Party's notice of Unpaid Charges			
SBC GTC 71 L3 – 9, 11	GT&C Billing and Payment of Charges 9.3 [LT S9.3]	What is a reasonable interval to respond to notice of non-payment?	9.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than <i>ten (10) thirty (30) calendar Business Days</i> following receipt of the Billing Party's notice of Unpaid Charges. Level 3 filed Agreement language: If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than <i>thirty (30) calendar Days</i> following receipt of the Billing Party's notice of Unpaid Charges.	Thirty calendar days is reasonable and enough time to review the billings, establish escrow and provide proof of payment into the escrow. Ten days is commercially unreasonable.	9.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than <u>ten (10) Business</u> Days following receipt of the Billing Party's notice of Unpaid Charges:	SBC’s proposed language provides 10 days to respond to a late payment notice. Pursuant to Section 8.1.1, remittance is due within 30 calendar days of each bill date. Level 3 seeks, with its inclusion of 30 days in Section 9.3, 60 days with which to pay or dispute a bill.
SBC GTC	GT&C	Should acceptance of	9.5 SBC-12STATE	As stated above	9.5 SBC-12STATE	SBC’s proposed language applies

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72 L3 – 9, 11	Nonpayment and Procedures for Disconnection 9.5.1 9.5.1.1 9.5.1.2 9.6.1.1 9.6.1.2 (LT S9.5.1, 9.5.1.1, 9.5.1.2, 9.6.1.1, 9.6.1.2, 9.7.2.2)	new order and pending orders be suspended if undisputed charges are outstanding and CLEC has received two late payment notices?	9.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party’s Section 9.2 notice, (b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 within the time specified in Section 9.3, (c) timely furnish any assurance of payment requested in accordance with Section 7 or (d) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a) through (d) of this Section within ten (10) Business Days. 9.5.1.1 <i>Reserved for future use.</i>	suspension of service is radical and should not be allowed under the open provisions proffered by SBC. Again, one unpaid dispute over a single service in one state allows SBC to completely terminate all services to the CLEC and its customers. The remedy is unreasonable.	9.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party’s Section 9.2 notice, (b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 within the time specified in Section 9.3, (c) timely furnish any assurance of payment requested in accordance with Section 7 or (d) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a) through (d) of this Section within ten (10) Business Days. <u>On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:</u> <u>9.5.1.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or</u>	only in extreme cases of non-payment and comes into play when a party fails to pay or dispute charges, even after receiving a second late payment notice.

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			<p>9.5.1.2 <i>Reserved for future use.</i></p> <p>9.6 SBC-AMERITECH</p> <p>9.6.1 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,</p> <p>9.6.1.1 <i>Reserved for future use.</i></p> <p>9.6.1.2 discontinue providing <i>the specific</i> Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services <i>for which undisputed payment has not been rendered</i> under this Agreement after notice to Non-Paying Party set forth in</p>		<p><u>9.5.1.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement.</u></p> <p>9.6 SBC-AMERITECH</p> <p>9.6.1 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,</p> <p><u>9.6.1.1 cancel any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and</u></p> <p>9.6.1.2 discontinue providing <u>any</u> Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services <u>furnished</u> under this Agreement after notice to Non-Paying Party set forth in Section 9.5.1</p>	

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			<p>Section 9.5.1</p> <p>9.7 SBC 7STATE</p> <p>9.7.2.2 disconnect the <i>specific</i> Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services <i>for which undisputed payment has not been rendered</i> under this Agreement after notice to Non-Paying Party set forth in Section.</p> <p>Level 3 filed Agreement language:</p> <p>9.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party’s Section 9.2 notice, (b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 within the time specified in Section 9.3, (c) timely furnish any assurance of payment requested in accordance with Section 7 or (d) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set</p>		<p>9.7 SBC 7STATE</p> <p>9.7.2.2 disconnect the <u>any</u> Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services <u>furnished</u> under this Agreement after notice to Non-Paying Party set forth in Section.</p>	

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			<p>forth in (a) through (d) of this Section within ten (10) Business Days.</p> <p>9.5.1.1 Reserved for future use.</p> <p>9.5.1.2 Reserved for future use.</p> <p>9.6.1 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,</p> <p>9.6.1.1 Reserved for future use.</p> <p>9.6.1.2 discontinue providing the <i>specific</i> Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services <i>for which undisputed payment has not been rendered</i> under this Agreement after notice to Non-Paying Party set forth in Section 9.5.1.</p> <p>9.7 SBC-7STATE</p> <p>9.7.2.2 disconnect the <i>specific</i> Interconnection, Resale Services, Network Elements, Collocation,</p>			

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			<p>functions, facilities, products or services <i>for which undisputed payment has not been rendered</i> under this Agreement after notice to Non-Paying Party set forth in Section.</p>			
<p>SBC GTC 73 L3 – GT2</p>	<p>GT&C Intervening Law 21 (LT S21)</p>		<p><i>21.1 This Agreement is entered into as a result of both negotiations between the Parties and the incorporation of results of orders, rules and arbitration decisions of the Commissions, and/or FCC. If any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any effective action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the Dispute Resolution process provided for in this Agreement.</i></p> <p><i>In entering into this Agreement and</i></p>	<p>The proposed changes make the section more consistent with the General Terms and Conditions, Section 49, which governs Intervening Law provisions. Further, the current state of the law is what it is. Level 3 sees no reason to specifically list a number of orders implementing the Act.</p>	<p><u>21.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court’s opinion in Verizon v. FCC, et al, 535 U.S. 467 (2002); the D.C. Circuit’s decision in United States Telecom Association, et al. (“USTA”) v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit’s March 2, 2004 decision in USTA v. FCC, Case No. 00-1012 (D.C. Cir. 2004); the FCC’s Triennial Review Order, released on</u></p>	<p>SBC’s language clearly defines when each party may invoke change of law and what process the parties should follow in negotiating change of law language, including a time line for negotiation and dispute resolution. By providing more clarity in the interconnection agreement, the parties will avoid disputes regarding how to interpret the change of law clause which SBC proposes to eliminate the section completely. See global issues DPL</p>

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			<p><i>any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.</i></p> <p><i>With the exception of the explicit waivers in the First Amendment and Second Amendment for the time period of September 1, 2000 through December 31, 2004, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement.</i></p>		<p><u>August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC’s Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC’s Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) (“ISP Compensation Order”), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC’s Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 (collectively “Government Actions”). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), SBC-13STATE shall have no obligation to provide UNEs, combinations of UNEs, combinations of</u></p>	

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					<p><u>UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders.</u></p> <p><u>The Parties acknowledge and agree that they have previously executed a Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("First Amendment") and a Second Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Second Amendment"), in which they have waived certain rights they may have under the Intervening/Change in Law provisions of the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Second Amendment), POIs or trunking requirements that are subject to the First Amendment and the Second Amendment for the period from September 1, 2000 through December 31, 2004. Notwithstanding anything to the contrary in this Amendment or elsewhere in the Agreement, nothing in this Amendment is intended nor should be construed as modifying or superseding the rates, terms and conditions in the First Amendment and Second Amendment. With the exception of the explicit waivers in the First Amendment and Second Amendment for the time</u></p>	

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					<p><u>period of September 1, 2000 through December 31, 2004, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. The Parties further acknowledge and agree that SBC Indiana, SBC Ohio, SBC Texas, SBC Wisconsin, SBC Arkansas, SBC Michigan, SBC California and SBC Illinois have provided on the dates below notice of the invocation of the intercarrier compensation plan adopted by the FCC in its ISP Compensation Order as that order was released on April 27, 2001 ("FCC Plan"), subject to the terms of the First Amendment and the Second Amendment, in (1) Indiana, Ohio, Texas and Wisconsin, effective June 1, 2003; (2) Arkansas and Michigan, effective July 6, 2003; (3) California, effective August 1, 2003; and (3) Illinois effective September 1, 2003 and that in entering into this Agreement, SBC Indiana, SBC Ohio, SBC Texas, SBC Wisconsin, SBC Arkansas, SBC Michigan, SBC California and SBC Illinois, and the other SBC incumbent telephone operating companies ("ILECs") are reserving their right to seek conforming modifications to</u></p>	

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					<p><u>the Agreement to formally incorporate the rates, terms and conditions of such FCC Plan into the Agreement in each applicable state and any of the other states in which SBC-13STATE may hereafter invoke the FCC Plan, subject to the terms of the First Amendment and the Second Amendment. The Parties agree that on or before March 31, 2004, they shall commence negotiations regarding the specific FCC Plan rates, terms and conditions that shall be effective between the Parties the day immediately after expiration of the Parties' Second Amendment; provided, however, that both Parties reserve all rights with respect to the proper implementation of the FCC Plan. In the event that specific FCC Plan rates, terms and conditions have not been incorporated into this Agreement upon expiration of the Parties' Second Amendment (and provided further that there has been no change in law with respect to the matters addressed in the FCC's ISP Compensation Order including, but not limited to, the FCC Plan by that date of expiration), then the Parties acknowledge and agree that effective the day immediately following expiration in the states identified in this Section and any other states where SBC ILECs invoke the FCC Plan, ISP-Bound Traffic shall be subject to the FCC Plan rates, terms and conditions or whatever other arrangements the Parties may have mutually negotiated</u></p>	

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					<p><u>and are approved and in effect as of the date of expiration. Although the Parties agree that the FCC Plan will be implemented with respect to ISP-Bound Traffic the day immediately following expiration of the Parties' Second Amendment (subject to any change of law) as described above, each Party reserves any rights it may have as to the proper implementation of the Plan except as such implementation has been agreed to herein. Notwithstanding anything contrary herein, if at any time CLEC is compensated under the rates, terms and conditions of the underlying Appendix Reciprocal Compensation (excluding the First and Second Amendment) in the states identified in this Section or any other states where an SBC ILEC(s) invokes the FCC Plan, ISP-Bound Traffic in those States shall be subject to the FCC Plan rates, terms, and conditions immediately, subject to any changes in law.</u></p> <p><u>With the exception of the explicit waivers in the First Amendment and Second Amendment for the time period of September 1, 2000 through December 31, 2004, if any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or</u></p>	

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					<p><u>condition(s) (“Provisions”) of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party (“Written Notice”). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.</u></p>	
SBC GTC 74	GT&C Assignment 29.1 (LT S29.1, 29.2, 29.3, 29.4, 29.5)		<i>Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of the Other Party, however, such consent shall not be</i>		<u>LEVEL 3 may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of SBC-13STATE; provided that LEVEL 3 may assign or transfer this Agreement without</u>	SBC-13STATE does not want to prevent an assignment, but merely requires notice prior to its occurrence. SBC-13STATE needs to know with what entity it has contracted and whether that entity has changed in order to update its

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			<p><i>unreasonably withheld. Either Party may assign or transfer this Agreement to its Affiliate by providing sixty (60) days' prior written notice to the Other Party of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio.</i></p>		<p><u>SBC-13STATE consent to its Affiliate and will provide no less than ninety (90) calendar days' prior written notice to SBC-13STATE of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, LEVEL 3 may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to a separate interconnection agreement with SBC-13STATE under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted or expressly allowed by agreement of the Parties is void ab initio.</u></p> <p><u>In the event that LEVEL 3 makes any corporate name change (whether it involves a merger, consolidation, assignment or transfer, and including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other LEVEL 3 identifier (collectively, a "LEVEL 3 Change"), LEVEL 3 shall submit written notice to SBC-13STATE no less than thirty (30) days of the first action taken to implement such</u></p>	<p>systems. An assignment results in numerous steps for SBC-13STATE. The language reflects that SBC-13STATE only wishes to grant consent regarding assignment to a Third-Party person, but would require notice of an assignment to a CLEC's Affiliate. SBC-13STATE would object to an assignment of a CLEC's agreement to an Affiliate who already had an executed agreement with SBC-13STATE in that particular state. Notice of the assignment is needed because SBC-13STATE's administrative systems and billing systems and tables are not able to handle more than one agreement per entity in a state with the same name and/or OCN/AECN number. The OCN is used as the CLEC identifier in these systems. SBC-13STATE also needs remain in compliance with the agreement.</p> <p>If SBC-13STATE were to make an assignment, it must have permission from the regulatory authority, and SBC-13STATE is not willing to extend the time period for an assignment any longer that it takes to gain approval through the regulatory authority, by which said assignment</p>

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					<p><u>LEVEL 3 Change. The provisions of Section 4.8 shall apply to such a LEVEL 3 Change.</u></p> <p><u>For purposes of this paragraph, if SBC-13STATE directly or indirectly (including without limitation through a transfer of control or by operation of law) sells, exchanges, swaps, assigns or transfers ownership or control of all or any portion of its telephone exchanges that are covered by this Agreement to any purchaser, operator or other transferee (collectively, a "Transfer"), and such Transfer would negatively affect LEVEL 3's ability to serve its then-existing End Users within such telephone exchanges pursuant to this Agreement (excluding any effect on the costs to LEVEL 3 to serve its then-existing End Users), such a Transfer shall be in accordance with applicable law including SBC-13STATE's obligation to obtain Commission approval if and to the extent required.</u></p> <p><u>Except as provided for in Section 29.6, if during the Term, SBC-13STATE sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, SBC-13STATE shall provide LEVEL 3 not less than ninety (90) calendar days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale,</u></p>	<p>is closely scrutinized. CLEC will have months worth of notice from the respective Commission, news paper articles, etc. regarding an assignment involving SBC-13STATE and therefore would be able to begin any preparations necessary, from a business perspective, in anticipation of approval of an assignment and may well get to intervene into the proceeding.</p>

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			<p>As ordered by the Michigan PSC in Docket U-12460 and the Texas PUC in Docket No. 22441, during the Term of this Agreement, <i>AM-MI</i> shall obtain LEVEL 3’s prior written approval before it sells, assigns or otherwise transfers any of its ILEC Territory or ILEC Assets. LEVEL 3’s prior written approval shall not be unreasonably withheld. <i>SBC TEXAS</i> shall provide LEVEL 3 not less than sixty (60) days prior written notice of such sale, assignment or transfer.</p>		<p><u>assignment or transfer, which shall be in accordance with applicable law and Commission approval, if and to the extent required, LEVEL 3 acknowledges that SBC-13STATE shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that LEVEL 3 must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.</u></p> <p>As ordered by the Michigan PSC in Docket U-12460 and the Texas PUC in Docket No. 22441, during the Term of this Agreement, <i>SBC-Michigan</i> shall obtain LEVEL 3’s prior written approval before it sells, assigns or otherwise transfers any of its ILEC Territory or ILEC Assets. LEVEL 3’s prior written approval shall not be unreasonably withheld. SBC-Texas shall provide LEVEL 3 not less than sixty (60) days prior written notice of such sale, assignment or transfer.</p>	
SBC GTC 75	GT&C Affiliates 30.0 30.1		<p><i>30 DELEGATION TO AFFILIATE</i></p> <p>30.1 Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) to</p>		<p><u>30. AFFILIATES</u></p> <p>30.1 Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) to take some or all of</p>	<p>This language is included so that each Party can fulfill its obligations under the agreement by using an Affiliate to take on some of the responsibilities. When that happens, the Affiliate is obligated to perform</p>

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	(L3 S30)		<p>take some or all of such actions to fulfill such obligations. Upon such delegation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such delegation shall not relieve the delegating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance of such Party’s obligations hereunder. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.</p>		<p>such actions to fulfill such obligations. Upon such delegation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such delegation shall not relieve the delegating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance of such Party’s obligations hereunder. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance. <u>These General Terms and Conditions and all attachments and Appendices hereto (this Agreement), including subsequent amendments, if any, shall bind SBC-13STATE, LEVEL 3 and any entity that currently or subsequently is owned or controlled by or under common ownership or control with LEVEL 3. LEVEL 3 further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between SBC-13STATE and any such LEVEL 3 Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to LEVEL 3 and any such LEVEL 3 Affiliate for the term of this</u></p>	<p>under the Agreement as the Party and both Parties are held responsible. The Party delegating obligations of the Agreement to its Affiliate must warrant that the Party has the authority to obligate the Affiliate to perform as authorized.</p>

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					<p><u>Agreement as stated herein until either SBC-13STATE or LEVEL 3 or any such LEVEL 3 Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, this Agreement will not supercede a currently effective interconnection agreement between any such LEVEL 3 Affiliate and SBC-13STATE until the expiration of such other agreement.</u></p>	
<p>SBC GTC 76 L3 - 10</p>	<p>GT&C Hazardous Materials 32 (LT S32)</p>	<p>Should CLEC be responsible for expense of its management of Hazardous Materials not introduced by CLEC or its agents?</p>	<p>32. Each Party shall be solely responsible at its own expense (including costs, fines, and fees) for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, legal disposition, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.</p>	<p>Level 3 has the position that each party should be responsible for hazardous materials it generates. Level 3 will look at language that allows responsibility where a hazardous material is found on a premises that is neither SBC's or Level 3's but where an SBC or Level 3 employee, agent or subcontractor takes custody of the hazardous material. It may then become that parties responsibility.</p>	<p>[same]</p>	<p>SBC agrees to the language as shown here, which Level 3 presented in its DPL.</p>
<p>SBC GTC 77 (L3 38.1)</p>	<p>GT&C Transmission of</p>		<p><i><u>SBC-13STATE will provide LEVEL 3 with transit service in accordance with the terms and conditions of Appendix</u></i></p>		<p><u>None.</u></p>	<p>It is SBC's position that Transit Service is a non 251/252 service and as such is not an arbitrable</p>

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	Traffic to Third Parties 38.1		<p><i>Interconnection Trunking Requirements (ITR). LEVEL 3 agrees to use reasonable efforts to enter into agreements with Third Party carriers that exchange traffic with LEVEL 3 pursuant to the terms and conditions of Appendix ITR. Subject to the requirements of Appendix ITR, <u>SBC-13STATE</u> shall provide at least two months' notice in writing prior to ceasing to provide transit service.</i></p>			<p>issue. SBC has attached a separate non 251/252 Transit Traffic Service Agreement with the Inter-carrier Compensation DPL and the associated issues pertaining to Transit Traffic Service. As such, it is inappropriate to address Transit Traffic Service in the GT&C Appendix. Unlike Inter-carrier Compensation, there are no provisions of the Act that impose a duty upon ILECs to provide or facilitate indirect interconnection and transit services between two other carriers. Sections 47 U.S.C. § 251(a)(1) and 47 U.S.C. § 251(c)(2)(A) do not require ILECs to provide tandem transit services at TELRIC rates as some CLECs claim. Section 47 U.S.C. § 251(a) requires all carriers “to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers.” There is a difference, however, between a duty “to interconnect indirectly” and a duty “to provide indirect interconnection.” The duty to interconnect indirectly requires a carrier to terminate traffic provided indirectly from another carrier (i.e., through an intermediary third party) upon request.</p>

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						<p>A duty to provide indirect interconnection, however, would require all carriers to act as the intermediary (i.e., provide transit services) when two other carriers desire to interconnect indirectly. 47 U.S.C. § 251(a) imposes no such duty. The only duty to provide interconnection is set forth in 47 U.S.C. 251©(2), and that obligation is limited to interconnection of the requesting carrier “with the [incumbent] local exchange carrier’s network.” The duty of ILECs to provide interconnection, therefore, is limited to providing interconnection with the ILECs’ networks, not with other carriers’ networks. No provision of the Act imposes a duty upon ILECs to provide or facilitate indirect interconnection and transit services between two other carriers. Pursuant to the Fifth Circuit’s recent decision in Coserv LLC v. Southwestern Bell Telephone Co., 350 F.3d 482 (5th Cir. 2003)(“Coserv”), non-251(b) and (c) items are not arbitrable, unless both parties voluntarily consent to the negotiation/ arbitration of such items. SBC did not negotiate any</p>

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						<p>transiting language with Level 3 after the issuance of Coserv and thus,has not voluntarily consented to negotiate/arbitrate the terms, conditions, and rates for transit as contemplated by Coserv.</p> <p>As a non 251/252 services Transit Service should be negotiated separately and as such SBC is prepared to offer Level 3 a separate agreement to address Transit Service.</p>
SBC GTC 78	GT&C Expenses 40.2 (LT S40.2)		<i><u>SBC-12STATE and LEVEL 3 shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney’s fees) associated with the filing of this agreement.</u></i>		<u>SBC-12STATE</u> and LEVEL 3 shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney’s fees) associated with the filing of this agreement. <u>Prior to the filing of this Agreement in the State of Nevada, CLEC will submit a check in the amount of \$200.00, payable to Public Utilities Commission of Nevada, to cover its portion of the expenses incurred with filing this Agreement. Prior to the filing of each and every Amendment filed in connection with this Agreement in the State of Nevada, CLEC will submit a check in the amount of \$200.00, payable to Public Utilities Commission of Nevada, to cover its portion</u>	This language merely explains the provisions required for filing Agreements in Nevada as ordered by the Commission.

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					<p><u>of the expenses incurred with filing of each amendment filed in connection with this Agreement. Upon receipt of CLEC’s check, the Agreement will be processed for filing with the Commission.</u></p>	
SBC GTC 79	<p>GT&C</p> <p>Amendments and Modifications</p> <p>44.1 (LT S44.1)</p>		<p>No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions. SBC-12STATE and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.</p>		<p>No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions; <u>and such amendment will not require refunds, true-up or retroactive crediting or debiting prior to the approval of the Amendment.</u> SBC-12STATE and LEVEL 3 shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.</p>	<p>SBC’s submission of this language provides additional clarity of treatment of the application of the proposed rates terms and conditions of an amendment, reducing the potential for disputes.</p>
SBC GTC 80	<p>GT&C</p> <p>Authority</p> <p>46.1 (LT S46.1)</p>		<p>Each of the SBC Parties represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of their respective states of incorporation. SBC Communications Inc., represents and warrants that it has full power and authority to execute and deliver this</p>		<p><u>Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and</u></p>	<p>SBC owned ILECs are the contracting parties to the Agreement with L3, not SBC, the Corporation. In some cases, they are not exclusively “corporations”. ...rendering L3’s proposed language inaccurate.</p>

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			<p>Agreement as agent for the SBC Parties. Each of the SBC Parties that is an ILEC represents and warrants that it has full power and authority to perform its obligations hereunder.</p>		<p><u>warrants that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for that SBC-owned ILEC. Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.</u></p>	
SBC GTC 81	<p>GT&C Entire Agreement SBC 12STATE 48.1.1 (LT S48.1.1)</p>		<p>The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.</p>		<p>The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written <u>between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.</u></p>	<p>SBC’s language is consistent with standard Contract Law treatment of such agreements.</p>
SBC GTC 82	<p>GT&C Entire Agreement SBC Connecticut 48.2.1 (L3 S48.2.1)</p>		<p>The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter</p>		<p>The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof,</p>	<p>SBC’s language is consistent with standard Contract Law treatment of such agreements.</p>

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LEVEL 3 - SBC 13State – DPL – GT&C

Iss. No.	Appendix/Section	Issue Description	Level 3 Language	Level 3 Communications Position/Support	S BC Language	SBC Position/Support
			hereof, superseding all prior understandings, proposals and other communications, oral or written.		superseding all prior understandings, proposals and other communications, oral or written <u>between the Parties pre-dating the execution of this Agreement; provided, however, that none of the rates, terms or conditions of this Agreement shall be construed to apply in any manner to any period prior to the termination and/or expiration date of any agreement that this Agreement replaces. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement..</u>	

Level 3 language Times New Roman bold Italic
SBC language Arial Narrow bold underlined