Attachment B

Disputed Issues List

1. **Section 1.4 and Attachment 2, Section 4.1, Attachment 5 - Should Language be added that in any way limits the Interconnection Arrangement to be established pursuant to this agreement solely to Sprint's business arrangement with MCC Telephone of Illinois, Inc?**

   Sprint's Language:
   Section 1.4
   Sprint rejects ICTC's language and believes that it should be deleted.

   Attachment 2, Section 4.1
   Transit Traffic is Traffic exchanged between the Parties that originates or terminates on the network of another Telecommunication service provider (the "Non-Party Provider"), where one of the Parties or the Non-Party Provider performs a local tandem function to complete the Traffic between the others.

   Attachment 5
   "Transit Traffic" means traffic exchanged between the Parties that originates or terminates on the network of another Telecommunication service provider where one of the Parties or the Non-Party Provider performs a local tandem function to complete the traffic between the others.

   ICTC's Language:
   Section 1.4
   This Agreement is entered into for the purpose of establishing rates, terms and conditions pursuant to which ILEC will exchange with CLEC Traffic initiated or terminated by MCC Telephony of Illinois, Inc. ("MCC") to End Users physically located within the local exchange serving area of ILEC, through an arrangement by which Traffic is (i) originated by such an End User and transmitted by MCC over Internet protocol-enabled cable broadband facilities to switching facilities owned by CLEC at which point the Traffic enters the public switched telephone network, or (ii) delivered by CLEC from the public switched telephone network to MCC's Internet protocol-enabled cable broadband facilities and delivered by MCC over such facilities to the premises of such an End User for termination.

   Attachment 2, Section 4.1
   Transit Traffic is Traffic exchanged between the Parties that originates or terminates on the network of another Telecommunication service provider (the "Non-Party Provider"), where one of the Parties or the Non-Party Provider performs a local tandem function to complete the Traffic between the others. ***Provided, that Traffic that originates on the network of ILEC or MCC, transits the network of CLEC and is terminated on the network of MCC or ILEC, respectively, shall not be Transit Traffic.***

Attachment 5, Definitions
"Transit Traffic" means traffic exchanged between the Parties that originates or terminates on the network of another Telecommunication service provider where one of the Parties or the Non-Party Provider performs a local tandem function to complete the traffic between the others. ***Provided, that Traffic that originates on the network of ILEC or MCC, transits the network of CLEC and is terminated on the network of MCC or ILEC, respectively, shall not be Transit Traffic.***

Sprint's Position:
The Agreement should not be limited to Sprint's business relationship with MCC and excluding other similarly situated entities as well as Sprint itself.

ICTC's Position:
The Agreement should be limited in scope and effectiveness and only encompass Sprint's business relationship with MCC.

2. **Attachment 5 - Should the definition of End User in this Agreement include End Users of a Service Provider for which Sprint provides Interconnection, Telecommunications Services or other telephone exchange Services?**

Sprint's Language:
"End User" means, whether or not capitalized, any business, residential or governmental Customer of services covered by the Agreement and includes the term "Customer" **and, for purposes of this Agreement, CLEC's. "End User" shall also include those residential and business Customers who are provided telecommunications services directly by CLEC or indirectly by CLEC via a third party that is acquiring telecommunications Interconnection service from CLEC**.

ICTC's Language:
"End User" means, whether or not capitalized, any business, residential or governmental entity which is a Customer of ILEC or CLEC and is the ultimate user of telecommunications services provided directly to such entity by ILEC or CLEC.

Sprint's Position:
Yes, the definition of End User should include the end users of a service provider for which Sprint provides interconnection services or other telephone exchange services to.

ICTC's Position:
No, the definition of end user should exclude the end users of third party service providers to whom Sprint provides Interconnection services or other telephone exchange services to.

3. **Section 10 – Should Voice over Internet Protocol (VoIP) or IP-enabled traffic that originates and terminates within ILEC's local calling area be treated as Local Traffic?**

Sprint's Language:
CLEC and ILEC agree that nothing in this Agreement or in any Attachments hereto constitutes agreement or shall be construed to affect or determine the appropriate treatment, for compensation and other purposes, of Voice Over Internet Protocol or other Internet protocol-enabled ("VOIP") traffic under this Agreement or any future Interconnection agreements. CLEC and ILEC further agree that nothing in this Agreement or in any Attachments hereto shall be construed against either Party with respect to whether VOIP traffic is or is not "Section 251(b)(5)" traffic that is subject to reciprocal compensation. Each Party expressly reserves its right to advocate its position or positions with respect to the appropriate treatment of VOIP traffic for compensation and other purposes, before the FCC, the ICC or other state regulatory commissions, whether in bilateral compliance dockets, arbitrations under Section 252 of the Act, or rulemaking or investigative proceedings, or before any legislative or judicial body. **Notwithstanding anything hereinabove to the contrary, voice traffic that in whole or in part utilizes internet protocol and that originates and terminates within the boundaries of the same ILEC exchange or that originates and terminates within different ILEC exchanges or the exchanges of another carrier that still share a common mandatory local calling area shall for all purposes, obligations and benefits under this agreement be treated as Local Traffic.**

ICTC's Language:
CLEC and ILEC agree that nothing in this Agreement or in any Attachments hereto constitutes agreement or shall be construed to affect or determine the appropriate treatment, for compensation and other purposes, of Voice Over Internet Protocol or other Internet protocol-enabled ("VOIP") traffic under this Agreement or any future Interconnection agreements. CLEC and ILEC further agree that nothing in this Agreement or in any Attachments hereto shall be construed against either Party with respect to whether VOIP traffic is or is not "Section 251(b)(5)" traffic that is subject to reciprocal compensation. Each Party expressly reserves its right to advocate its position or positions with respect to the appropriate treatment of VOIP traffic for compensation and other purposes, before the FCC, the ICC or other state regulatory commissions, whether in bilateral compliance dockets, arbitrations under Section 252 of the Act, or rulemaking or investigative proceedings, or before any legislative or judicial body

Sprint's Position:
Yes, VoIP and IP-enabled traffic should be included under this Agreement. VoIP or IP-enabled traffic are simply being used to provision voice service. This "reservation of rights" language, without affirmative language recognizing and allowing for this type of architecture excludes all VoIP or IP-enabled traffic.

ICTC's Position:
No, VoIP or IP enabled traffic should be excluded from the Agreement.

4. **Attachment 3, Section 2.3 - Should this Agreement require Sprint to establish a Point of Interconnection (POI) at each ILEC host office in a local calling area where Sprint intends to provide service?**

Sprint's Language:
A POI shall be established by Parties at the appropriate ILEC Tandem Switching Office serving the rate center where Local Traffic, EAS Traffic, and Local ISP-Bound Traffic will be exchanged.

ICTC's Language:
A POI shall be established by Parties at the appropriate ILEC Tandem Switching Office serving the rate center where Local Traffic, EAS Traffic, and Local ISP-Bound Traffic will be exchanged. Parties further agree that a POI shall be established at each ILEC host office serving a remote office within a rate center where Local Traffic, EAS Traffic, and Local ISP-Bound Traffic are being exchanged, provided that traffic between the serving rate center and the appropriate ILEC tandem switch is less than 200,000 minutes of use per month and that CLEC orders the appropriate local trunking from the Tandem to the host switching office serving the rate center within ninety (90) days of establishing the first call from that rate center.

Sprint's Position:
Sprint should not be required to establish more than one POI per LATA, which is all that is necessary for interconnection. Sprint has however, in good faith negotiations agreed to establish one POI at the two ICTC tandems, both of which are in the same LATA, when Sprint deems it necessary to implement Sprint's business plans.

ICTC's Position:
ICTC would require that Sprint establish a POI at every host office instead of at the tandem serving the host office.

5. **Attachment 2, Sections 2.2, 2.4 and 3.2 - Should all traffic delivered without Calling Party Number (CPN) information automatically be treated as intraLATA toll traffic?**

Sprint's Language:
Attachment 2, Section 2.2
Each Party will provide the other Party the original and true Calling Party Number ("CPN") with respect to each call terminated on the other Party's network to the **extent technically possible**.

Attachment 2, Section 2.4
All calls exchanged without original and true CPN being provided as required by Section 2.2 of this Attachment will be billed as IntraLATA Interexchange Traffic, **if the failure to transmit CPN is not caused by technical limitations. In the event such technical limitations result in lack of transmission of original and true CPN, the Parties will cooperate in attempting to resolve such technical malfunctions and the Parties will develop and utilize mutually agreeable surrogate methods for determining compensation that shall be utilized until the technical malfunctions are resolved.**

Attachment 2, Section 3.2
To the extent technically feasible, each Party will transmit CPN for each call being terminated on the other's network. **If the percentage of calls transmitted with CPN is greater than 90%, all calls exchanged without CPN will be billed as local or intrastate in proportion to the minutes of use of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 90%,** all calls transmitted without CPN will be billed as IntraLATA Toll Traffic.

ICTC's Language:
Attachment 2, Section 2.2
Each Party will provide the other Party the original and true Calling Party Number ("CPN") with respect to each call terminated on the other Party's network.

Attachment 2, Section 2.4
All calls exchanged without original and true CPN being provided as required by Section 2.2 of this Attachment will be billed as IntraLATA Interexchange Traffic.

Attachment 2, Section 3.2
Each Party will transmit CPN for each call being terminated on the other's network. All calls transmitted without CPN will be billed as IntraLATA Toll Traffic**.**

Sprint's Position:
Each party will provide the other party with true CPN for each call terminated to the other party's network to the extent technically feasible with a threshold of 90%. If either party does not meet the threshold they would be billed for calls not transmitted with the originating CPN at IntraLATA Interexchange Traffic.

ICTC's Position:
To ignore the threshold and bill any and all traffic delivered without CPN as IntraLATA toll traffic and apply access charges to the traffic.

6. **Attachment 2, Section 6.1 – Should the Agreement restrict Sprint's Foreign Exchange (FX)-type traffic offerings?**

Sprint's Language:
Pursuant to Section 1.2 of Attachment 2, "Foreign Exchange ("FX")-Type Traffic" shall be treated as Local Traffic for purposes of compensation under this Agreement

ICTC's Language:
Pursuant to Section 1.2 of Attachment 2, "Foreign Exchange ("FX")-Type Traffic" shall be treated as Local Traffic for purposes of compensation under this Agreement, ***so long as it meets the following requirements: FX and FX-like services will only be provided within the ILEC local exchange serving area. Numbers assigned as FX will have customers that are not physically located within the same Exchange as the NPA-NXX is assigned, but all customers will be physically located within the ILEC local exchange serving area. Numbers shall not be used to aggregate traffic for origination or termination to either Party.***

Sprint's Position:
Foreign Exchange (FX) service should be allowed to be implemented as the ILEC's FX service is offered and should be treated as local traffic which is, under this agreement, compensated as Bill and Keep.

ICTC's Position:
To add language imposing restriction on any FX service Sprint offers.

7. **Attachment 5, Definition Section - Should the definition of End Office be limited to an ILEC End office?**

Sprint's Language:
"End Office" means a CLEC or ILEC switching point where End User Customer station loops are terminated for purposes of Interconnection to each other and to the network.

ICTC's Language:

"***End Office" means a local ILEC switching point where ILEC End User Customer station loops are terminated for purposes of Interconnection to each other and to the network***

Sprint's Position:
No, the addition of "CLEC" to the definition of End User allows for the termination of traffic to occur through the CLEC's end office and does not limit the traffic termination to only occur through the end office of the ILEC.

ICTC's Position:

Yes, the definition of End User should be limited to the termination of traffic from only the ILEC end office.

8. Section 5.0 – Should Sprint be allowed to assign this agreement to an Affiliate without the consent of the ILEC?

Sprint's Language:
This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment or transfer (whether by operation of law or otherwise) by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void ab initio, provided however that such consent shall not be unreasonably withheld, conditioned or delayed and shall not be required if such assignment is to a corporate affiliate or an entity under common control, or an entity acquiring all or substantially all of its assets or equity whether through merger, sale, or consolidation, for the pledge, mortgage or granting of a security interest in a Party's assets in connection with a financing transaction.

ICTC's Language:
This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment or transfer (whether by operation of law or otherwise) by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void ab initio, provided however that such consent shall not be unreasonably withheld, conditioned or delayed and shall not be required for the pledge, mortgage or granting of a security interest in a Party's assets in connection with a financing transaction. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.
Or alternatively:
This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment or transfer (whether by operation of law or otherwise) by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void ab initio, provided however that such consent shall not be unreasonably withheld, conditioned or delayed and shall not be required (i) if such assignment is to a corporate Affiliate or an entity under common control with the assignor, or to an entity acquiring all or substantially all of the assignor's assets or equity whether through merger, sale, or consolidation, if (A) the assignee has an investment grade credit rating from a nationally recognized credit rating agency (e.g., Moody's Investors Services or Standard & Poor's) or (B) the assignee's parent has an investment grade credit rating from a nationally recognized credit rating agency and the parent provides a parent guarantee for the performance of the assignee's obligations under this Agreement, and (ii) for the pledge, mortgage or granting of a security interest in a Party's assets in connection with a financing transaction.

Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.

Sprint's Position:
Yes, Sprint should be allowed to assign this agreement to a corporate affiliate or other entity under common control without obtaining prior approval of ICTC.

ICTC's Position:
No, Sprint should be required to obtain written consent from ICTC before it can validly assign or transfer the agreement to an affiliated company.

9. Attachment 8, Section 2.5 – Should the Agreement include a provision imposing a Service Order Charge of $20.00 on Local Number Portability Orders?

Sprint's Language:
Sprint rejects ICTC's language and believes that it should be deleted.

ICTC's Language:
ILEC and CLEC shall each be entitled to collect a non-recurring service order charge of $20.00 for each Local Service Request ("LSR") submitted under this Attachment to the other Party. Non-recurring Service Order charges shall be applied in a competitively neutral and non-discriminatory fashion.

Sprint's Position:
The FCC prohibits telecommunication carriers from imposing a charge for Local Service Requests (LSRs) submitted for Local Number Portability (LNP) orders.

ICTC's Position:
It is appropriate for either company to impose a $20.00 Service Order charge for all LSRs submitted for LNP orders.