

McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

Appendix: BCR, CLEARINGHOUSE, HOSTING, RECORDING MESSAGE EXCHANGE

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
BILLING, COLLECTING & REMITTANCE					
1	Gen A	<p>a) Need clarification of the difference between calls referenced in the BCR Appendix vs calls referenced in the Hosting Appendix. (3/14/01)</p> <p>c) MCLD agrees to close this issue. (5/22/01)</p>		<p>b) The Hosting Agreement is designed to allow the CLEC to engage in a contractual agreement for either or both AIT and SWBT to act as their host. (In most cases, the CLEC will choose 1 company to perform their Hosting function.) The Host will accept billable message data and/or access data from the CLEC and distribute such data to the appropriate billing company and/or processing location. The Host will also accept data destined for billing to the CLEC End User & forward it to the CLEC. (Additional detail provided in an e-mail from Kathy K. dated 3/27/01.)</p> <p>BCR addresses the billing, collecting & remitting for revenues associated with interstate-intraLATA and corridor calls which are alternately billed via a calling card or third number and the company acting as the CLEC's Host can only perform this function. BCR is not required for AIT. (Additional detail provided in an e-mail from Kathy K. dated 3/27/01.)</p>	Closed 5/22/01
2	Gen B	<p>a) Ameritech is MCLD's Host today. Under this Agreement, would Ameritech remain our host for all 13 States? (4/20/01)</p> <p>c) MCLD closes this issue. (5/22/01)</p>		<p>b) Yes. The CLEC should choose one company as their Host. (5/16/01)</p>	Closed 5/22/01
3	Gen C	<p>a) Depending on the answer to Issue #2, If Ameritech is the host for MCLD, does the BCR Appendix apply to MCLD? (4/20/01)</p>		<p>b) BCR does not apply to Ameritech since such related services are covered under the Ameritech Hosting Agreement. (5/16/01)</p>	Closed 5/22/01

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		c) MCLD closes this issue. (5/22/01)			
CLEARINGHOUSE					
1	4.1	a) In the 1st sentence, Delete "agrees that it"; Replace "SBC-SWBT" with " both Parties "; Delete the 2nd to the last sentence: "Such records are referred to as category ninety two (92) records for CH processing purposes." (1/24/01) c) MCLD agrees to leave language as is. (3/26/01)		b) SBC cannot strike any references to Category 92 record exchange or any references to the TESP which describes the call flows for the Category 92 process. CH is an agreement between the LECs and CLECS in the SWBT 5-state region. SWBT is the CH agent and we have the obligation to settle the revenues for alternately billed messages for parties involved. It is an approved process by all 5 Commissions in AR, KS, MO, OK & TX. In addition, it affects all parties within the SWBT territories. SWBT cannot make a side agreement or arrangement for CH. (3/14/01)	Closed 5/22/01
2	4.2	a) In the 1st sentence, Delete "category ninety two (92)"; Capitalize "records"; In the 2nd sentence, Delete "category ninety two (92)"; Capitalize "records" (1/24/01) c) MCLD agrees to leave language as is. (3/26/01)		b) Same response as "b)" in 4.1. (3/14/01)	Closed 5/22/01
3	4.4	a) From the 1st sentence, Delete "in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or"; Delete "otherwise" (1/24/01) c) MCLD agrees to leave language as is. (3/26/01)		b) Same response as "b)" in 4.1. (3/14/01)	Closed 5/22/01
HOSTING					

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1	5.1 & 5.1.1	<p>a) References rates listed in "Exhibit A." Rates were removed from Exhibit A. Is this paragraph necessary? With AIT as our Host, what will MCLD be charged in all 13 States? (5/22/01)</p> <p>c) Based on the explanation provided in b), should paragraph 5.1 be deleted in its entirety and 5.1.1 be modified? (6/28/01)</p> <p>f) MCLD Agrees to the delete. (9/4/01)</p>		<p>b) Appendix A includes: Start Up Fee of \$16,000, Message Distribution Fee of \$250 per month, ICS Settlement of \$200 per month, and Consulting Fee. There is no per message charges because AIT is the Host. (6/28/01)</p> <p>d) 5.1 through 5.1.2 should be deleted. Only 5.2 and 5.3 should remain pertaining to SBC-AIT. (6/29/01)</p> <p>e) SBC's 8/29/01 Hosting rewrite deleted this paragraph. (8/29/01)</p>	Closed 9/4/01
2	5.1.2	<p>a) MCLD deletes the paragraph in its entirety. (1/24/01)</p> <p>c) MCLD accepts SBC's proposed language in "b)". (6/28/01)</p> <p>e) MCLD agrees to the delete. (9/4/01)</p>		<p>b) Cannot agree to the modifications. SBC cannot perform the hosting function at no charge. SBC proposes the following language: "SBC-SWBT shall collect access records received from the CMDS system and distribute to the CLEC. Such records may be either detail or summary access records." (3/14/01)</p> <p>d) SBC's 8/29/01 rewrite deletes this paragraph in its entirety. (8/29/01)</p>	Closed 6/28/01
2A	Exhibit A #1.	<p>b) MCLD accepts strike & replacement language. (6/28/01)</p>		<p>a) SBC strikes "One year term, two year term and three year term" along with its respective pricing, and replaces it with a "Start-Up Fee of "\$16,000." (3/14/01)</p>	Closed 6/28/01

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3	Exhibit A #1.	<p>a) Add paragraph to the end: "If CLEC has paid start-up fees due to establishing hosting with SBC-12STATE through previous Agreements, the start-up fee does not apply. SBC agrees that McLeodUSA has previously paid this start-up fee." (1/24/01)</p> <p>d) Why did SBC delete this agreed to language? (9/4/01)</p> <p>f) MCLD agrees to close the issue for purposes of negotiation, however MCLD will not sign an ICA until the waiver letter is received. (9/19/01)</p>		<p>b) SBC accepts MCLD language proposal. (3/15/01)</p> <p>c) SBC's rewrite retracts this agreed to add. (8/29/01)</p> <p>e) SBC unwilling to insert agreed to language noted in "a". Offers to send waiver letter stating that MCLD has already paid the 'start-up fee.' (9/19/01)</p>	Closed 9/20/01
4	Exhibit A #2.	<p>a) Insert "CLEC/" in the heading just before "ILEC" (1/24/01)</p> <p>c) MCLD accepts SBC's strike. (6/28/01)</p>		<p>b) SBC strikes heading and also strikes Section 2 in its entirety. (3/15/01)</p>	Closed 6/28/01
5	Exhibit A #3. A.	<p>a) Replace "1) CLEC will pay SBC-AMERITECH according a negotiated price schedule based on message volumes and/or a mininum payment per month." and the example of the chart that follows with "1) CMDS: ICS Messages sent to or received from Bellcore CMDS (per message) \$.010"; Add "2) Non-CMDS: NICS Messages received from and sent to LECs hosted by SBC-12STATE. Includes the identification, formatting, and invoicing (packing) of message data (per message). \$.017" (1/24/01)</p> <p>c) MCLD accepts SBC's strike. (6/28/01)</p>		<p>b) SBC agrees to MCLD's strike and also strikes MCLD proposed language. (3/15/01)</p>	Closed 6/28/01

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6	Exhibit A #3. B.	a) Insert "Settlement 1) NICS Billing and Collection Fee (per message) \$.08 2) ICS Billing and Collection Fee (per message) \$.05" (1/24/01) c) MCLD accepts SBC's strike. (6/28/01)		b) SBC strikes MCLD proposed language. (3/15/01)	Closed 6/28/01
7	Exhibit A	a) Delete "Exhibit A Hosting Price Schedule SBC-SWBT Per record charge for billable...date file for delivery to the CLEC. Per Record Charge \$.0030" (1/24/01)		b) SBC allows strike. (3/15/01)	Closed 6/1/01
8	4.1.1.3 & 4.1.1.4	a) These paragraphs reference ICS revenue & NICS revenue. Is this revenue generated from the NICS B&C fee and the ICS B&C fee? MCLD did not see these fees referenced in Exhibit A or the AIT Pricing Appendices. If MCLD bills a customer on behalf of the originating LEC, what \$ will MCLD receive for this billing service? (9/4/01) c) MCLD agrees to the strike of 4.1.1.3 and 4.1.1.4. Issue closed. (9/19/01)		b) The ICS & NICS B&C fee of \$0.05 & \$0.08 respectively are now incorporated into the CLEC's monthly invoice. The CLEC's monthly invoice will only consist of two basic price components; monthly transmission fee = \$250 and monthly settlement processing fee = \$200. SBC has eliminated 'per message' billing and collecting fees entirely. SBC agrees that paragraphs 4.1.1.3 and 4.1.1.4 (which state that ICS & NICS revenues will be calculated and included on the monthly billing in paragraphs 4.1 & 4.1.1) should be struck to be consistent with the elimination of 'per message' fees. (9/19/01)	Closed 9/19/01

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9	4.1.5, 4.1.6, 4.1.7	<p>a) AIT and MCLD are operating under an existing Hosting Agreement today, in which MCLD is a Full Status RAO. These paragraphs refer to additional action required to convert the RAO code to a hosting status. Does MCLD need to do anything additional to comply with these 3 paragraphs? (9/4/01)</p> <p>c) MCLD is a Full Status RAO nationwide, thus in compliance. Issue closed. (9/19/01)</p>		b) SBC stated that if MCLD is a Full Status RAO "nationwide" MCLD has met all the requirements posed in paragraphs 4.1.5, 4.1.6 and 4.1.7, and no further action is required by MCLD. (9/19/01)	Closed 9/19/01
10	4.1.8	<p>a) This paragraph refers to a "Meet Point Billing Agreement." Is there a separate Meet Point Billing Agreement, or is this meet point billing arrangement discussed in other Appendices of the Interconnection Agreement? (9/4/01)</p> <p>c) MCLD agrees to SBC's proposed change. (9/19/01)</p>		b) SBC agrees to change "Meet Point Billing Agreement" to "Meet Point Billing arrangement," and then reference the location of the Meet Point Billing arrangement language contained in the ICA. (9/19/01)	Closed 9/19/01
RECORDING					
1	Recording 3.7	a) Insert "billable" between "SBC-13STATE will provide" and "message detail..."; Insert "and access usage record detail" between "...message detail" and "to CLEC in..."; Insert "separate" between "...to CLEC in" and "data file..."; Delete "via data lines (normally...using software and hardware". The paragraph should read: "SBC-13STATE will provide billable message detail and access usage record detail to CLEC in separate data files, acceptable to both parties." (1/17/01)		b) Disagree to proposed language. SWBT does not separate billable & access usage records into different files. For all CLECs, SWBT provides both information compiled together but they are separated by header/trailers. McLeod can order separate billing periods if they wish to segregate their bills. (3/14/01)	Closed 6/1/01

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		<p>c) Based on the explanation provided in d), MCLD's language should be acceptable. (5/22/01)</p> <p>e) MCLD's language reflects the SBC's SME's 2nd option. So we don't understand why our language is unacceptable? (6/1/01)</p>		<p>d) Per e-mail from Kathy dated 5/16/01, AIT provides hosting customers with 3 options as to how they want to receive their data. Option A combines billable usage, access usage and service provider query records on one file. Option B provides 2 different files; 1 for billable toll and 1 for Access. Option C provides 3 different files: blilable toll on 1, Access on another and meet point billing acces on the 3rd. (5/16/01)</p> <p>f) SBC is okay to close with the MCLD language proposed in 'a'. (6/1/01)</p>	
2	Recording 3.8	b) Insert "or locations" between "...will identify separately the location" and "where the data transmissions..." (1/17/01)		b) SBC agrees to language change. (3/15/01)	Closed 3/15/01
3	3.11 & 3.12	<p>a) These sections contradict the language in GT&C's, Section 8.9.5. (5/22/01)</p> <p>c) MCLD believes the GT&C's are correct and is the language MCLD wants. (6/28/01)</p> <p>e) How does SBC define facility-based CLEC's and Resale/UNE CLEC's? How will SBC submit a charge to MCLD for the facility-based IXC pass through charges; ie. Will they be billed on the call feeds, paper bills, etc? (7/2/01)</p>		<p>b) SBC performs this function today and believes the GT&C's are inaccurate. (6/28/01)</p> <p>d) 3.11 & 3.12 apply to facility-based CLEC's. The GT&C's apply only to Resale/UNE clecs. We would be agreeable to addition of language that would differentiate the sections. (6/29/01)</p> <p>f) The difference between the Recording Appendix & the GT&C is that the GT&C's apply to (UNE-P) and Resale CLEC's. The Recording Appendix applies to facility-based CLEC's who obtain their own UNE's through collocation in our C.O.'s. UNE-P CLEC's lease loops from SBC. I know that SBC will not transmit IXC messages through the CMDS feed. I will confirm if we will send the messages in any other format. (7/3/01)</p>	Closed 8/30/01

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	<p>MCLD proposes language change to 3.12 - 7/25/01</p>	<p>h) MCLD agrees with your last response concerning IXC charges being sent back to the IXC. This process is outlined in the GT&C's language, Section 8.9.5, that MCLD also agrees with. Is SBC stating that in SBC-13State, regardless of platform, all IXC charges will not be passed through to the CLEC, but sent back to the IXC? If this is not the case, and facility-based CLEC's are excluded from this process (per the Recording Appendix, (Section 3.11 and 3.12), what type of traffic will you be passing to MCLD? (7/11/01)</p> <p>k) MCLD agrees with the language in 3.12 but would like to insert "<u>intralata</u>" between "applicable" and "detail necessary" for language clarification. (7/25/01)</p>		<p>g) SBC/AIT does not submit IXC charges to the CLEC's. The CLEC has to have a direct billing arrangement with the IXC. If SBC receives the message, our systems generate an error message that sends it straight back to the IXC. (7/3/01)</p> <p>i) If MCLD is a full status RAO provider, 3.11 is true. SBC-13State will provide the IXC messages to MCLD. However, MCLD should have their own Agreements with the IXC's. 3.12 is also a true statement. (7/13/01)</p> <p>j) If MCLD is a full status RAO provider, all <u>intralata</u> charges from other providers will be passed to MCLD. SBC will not do the outcollecting for IXC <u>interlata</u>. (7/24/01)</p>	

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		<p>l) Section 3.11 - MCLD disagrees with SBC's position and believes the 3.11 language contradicts the GT&C's. MCLD only wants records sent to them for calls MCLD is the carrier for. If SBC were to send intralata carrier charges to MCLD, how will SBC bill MCLD? Will the intralata charges be submitted to MCLD on a separate bill, or be included on the bill that has facility based loop charges and be noted as IXC carrier charges? (7/25/01).</p> <p>o) MCLD approves SBC's original language for 3.12. (8/9/01)</p> <p>p) MCLD agrees to the delete of paragraph 3.11 (8/30/01)</p>		<p>m) In reference to MCLD's proposed language for 3.12, SBC retracts their statement that this is only intralata charges. MCLD will receive inter and intralata detail. (8/8/01)</p> <p>n) 3.11 should be deleted from this Appendix. This statement belongs in the Hosting Appendix. Any IXC usage that is sent over the CMDS feed to SBC will go directly to MCLD per the Hosting arrangement with AIT. If SBC receives a direct feed from an IXC, SBC will send the charges back to the IXC. (8/8/01)</p>	
MESSAGE EXCHANGE					
1	Message 7.3	<p>a) Delete 1st and 2nd sentence in the paragraph. (1/17/01)</p> <p>b) MCLD accepts SBC's original language. (6/28/01)</p>			Closed 6/28/01