

McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-7-01

Appendix: ITR, NIM

| Issue # | Contract Section Reference | Description McLeodUSA Comments | Action Items | Description SBC/AIT Comments | Status |
|--|----------------------------|---|--------------|---|-------------------|
| INTERCONNECTION TRUNKING REQUIREMENTS | | | | | |
| 1 | ITR 3.3 | <p>a) In the 2nd sentence, replace "SBC-AMERITECH and SNET" with "CLEC and SBC-13STATE"</p> <p>c) MCLD has this same situation and so we would like to have this mutual.</p> <p>e) OK</p> | | <p>b) SBC puts language back as it was</p> <p>d) SBC suggests deleting "in the SBC-AMERITECH and SNET" will be deleted. The 2nd sentence will begin, "However, certain technical and billing issues may necessitate the use of one-way trunking..."</p> | Closed 1/31/01 |
| 2 | ITR 3.4 | <p>a) Delete the last sentence.</p> <p>c) MCLD is willing to keep this language if we include language that allows MCLD time to implement the required system so that we can comply.</p> <p>d) Add to the end of the paragraph, "CLEC shall have twelve (12) months from the effective date of this Agreement to implement systems for the electronic exchange of this data."</p> <p>f) MCLD proposes, "The Parties will mutually agree to an implementation schedule to implement system changes necessary to permit the electronic exchange of data." (6/1/01)</p> <p>MCLD proposed language 6/1/01</p> | | <p>b) SBC puts language back as it was</p> <p>e) SBC will not agree to a timeframe of 12 months. This data is used to size trunks. 12 months without data is too long. (3/16/01)</p> <p>g) SBC agrees to the language in 'f'. (6/1/01)</p> | Closed 6/1/01 |

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| | | The portion of the paragraph will read, "Exchange of traffic data will permit each company to have knowledge of the offered and overflow load tat each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data. The Parties will mutually agree to an implementation schedule to implement system changes necessary to permit the electronic exchange of data. " (6/1/01) | | | |
| 3 | ITR 4.2 | a) Insert "and SBC-13STATE" between "When Tandem trunks are deployed, CLEC" and "shall route appropriate..."; | | b) OK | Closed 1/31/01 |
| 4 | ITR 4.2 | a) Insert "and from" between "(I.e. only traffic to" and "End Offices that subtend..."; | | b) OK | Closed 1/31/01 |
| 5 | ITR 4.2 | a) Insert "and from" between "...that Tandem) to" and "the respective SBC-13STATE..." | | b) OK | Closed 1/31/01 |
| 6 | ITR 4.2.1 | a) To the beginning of the paragraph, add sentence, "CLEC or wireless carrier CLEC shall route Transit Traffic via SBC-13STATE's Tandem switches, and not at or through any SBC-13STATE End Offices."; | | b) OK | Closed 1/31/01 |
| 7 | ITR 4.2.1 | a) Delete the last two phrases of the original first sentence, which are: "CLEC or wireless carrier CLEC...through any SBC-13STATE End Offices." | | b) OK | Closed 1/31/01 |
| 8 | ITR 4.3 | a) Delete "after the Effective Date" at the end of the paragraph. c) MCLD then proposes adding "of this agreement" to the end for clarification. | | b) SBC wants to leave language in. b) OK | Closed 1/31/01 |

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| 9 | ITR 4.4 | a) In the 2nd sentence, "two-way" shd be deleted; (Same as issue #17) c) MCLD willing to accept "two-way" language if we include a reference to paragraph 3.3 after "two-way" when it appears in the language. (1/31/01) | | b) SBC wants to leave language in. | Closed 1/31/01 |
| 9a | ITR 4.4 | a) MCLD proposes inserting "where technically feasible" after "...End Office trunk group(s)" and before "when End Office traffic requires..." c) OK | | b) SBC agrees: Concerned about impact in SNET | Closed 1/31/01 |
| 10 | ITR 4.4 | a) MCLD concerned about the language "...requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area." b) Insert at the beginning of the 2nd sentence, " Upon mutual agreement, "; and Replace "shall" with " may ". The 1st part of the 2nd sentence wld read, " Upon mutual agreement, the Parties may establish a two-way direct End Office trunk group(s)..." Paragraph wld read, "Direct End Office trunks terminate traffic from a CLEC switch to an SBC-13STATE End Office and are not switched at a Tandem location. Upon mutual agreement, the Parties may establish a two way direct End Office trunk group(s) when End Office traffic requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. Overflow from either end of the direct End Office trunk group(s) will be alternate routed to the appropriate Tandem " | | c) SBC will not agree to "Upon mutual agreement," and "may." Language of "may" is difficult to enforce CLEC compliance. (3/16/01) | Closed 6/1/01 |

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| | MCLD proposed language 6/1/01 | d) MCLD willing to leave language as original if we include ",per paragraph 3.3," after "two-way". (6/1/01) | | | |
| 11 | ITR 4.4 | a) Throughout paragraph, "End Office trunk group" shd have an optional plural added to it. Shd read: "End Office trunk group(s)" | | b) OK | Closed 1/31/01 |
| 12 | ITR 4.5 | a) Delete the last sentence. c) MCLD will leave language in if we add to the end of paragraph, "(per paragraph 3.3) where technically feasible" | | b) SBC wants to leave language in. d) OK | Closed 1/31/01 |
| 13 | ITR 4.6.2.1 | a) Delete "two-way" from the first sentence. (Same as issue #17 on matrix) c) MCLD okay with original language (6/1/01) | | b) SBC wants to leave "two-way." May agree to "where technically feasible." (3/16/01) | Closed 6/1/01 |
| 14 | ITR 4.6.2.2 | a) Delete the 2nd sentence. c) MCLD agrees to SBC's original language. | | b) SBC wants to leave language in. This is because of the Reciprocal Compensation that is currently in the agreement. | Closed 3/16/01 |
| 15 | ITR 5.1 | a) Insert "be" between "...trunk groups shall" and "used to exchange.." | | d) OK | Closed 1/31/01 |
| 16 | ITR 5.2.1 | a) Delete "two-way" (same as Issue #17 on matrix); Delete "each"; Add "where CLEC provides local exchange service" to the end of the 1st sentence. Paragraph shd read: "A local trunk group shall be established between CLEC switch and SBC-SWBT and SNET local Tandem in the local exchange area where CLEC provides local exchange service. Inter-Tandem switching is not provided." | | b) SBC wants to leave "two-way." (3/16/01) | Closed 6/1/01 |

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| | MCLD proposed language 6/1/01 | c) MCLD willing to leave language as original if we include "(per paragraph 3.3)" after "two-way". Paragraph shd read: "A two way (per paragraph 3.3) local trunk group shall be established between CLEC switch and SBC-SWBT and SNET local Tandem in the local exchange area where CLEC provides local exchange service. Inter-Tandem switching is not provided."(6/1/01) | | | |
| 17 | ITR GEN A | a) General concern over the language requirements for "two-way trunking" (See issue #s 13, 16, 19) c) MCLD willing to accept "two-way" language if we include a reference to paragraph 3.3 " after "two-way" when it appears in the language. (6/1/01) | | b) SBC also has a concern about SNET's ability to comply with the two-way language as it is here. d) SBC is okay with this. (6/1/01) | Closed 6/1/01 |
| 18 | ITR 5.2.4 | a) Delete entire paragraph. It contradicts Reciprocal Compensation (reference the Level 3 Recip Comp discussion). b) MCLD ok with leaving this at this time; but will review again depending on final determination of Reciprocal Compensation Appendix. c) MCLD would like paragraph deleted since language is different than Level 3 Amendment and the Amendment language supercedes this Appendix. (3/16/01) | | d) SBC agrees to delete paragraph. (3/16/01) | Closed 3/16/01 |
| 19 | ITR 5.2.5 | a) Delete "two-way" at both places in the sentence. Same Issue as #17 on matrix. | | c) OK | Closed 6/1/01 |

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| | MCLD proposed language 6/1/01 | b) MCLD willing to leave 'two-way' language in if we include "(per paragraph 3.3)" after "two-way" at both occurrences in the paragraph. (6/1/01) | | | |
| 20 | ITR 5.3.1.1 | a) Delete "single"; "Local Interconnection Trunk group" shd have an optional plural '(s)' added to it.; | | b) OK | Closed 1/31/01 |
| 21 | ITR 5.3.1.1 | a) Delete "shall be two way and" from the second sentence. (Same as issue #17 on matrix) c) OK | | b) Insert "Where technically feasible" before the last sentence, in addition to keeping "shall be two way and". | Closed 1/31/01 |
| 22 | ITR 5.3.2.1 | a) Delete "single"; "Local Interconnection Trunk group" shd have an optional plural '(s)' added to it.; Add "where CLEC provides local exchange service" to the end of the 1st sentence. b) MCLD agrees to SBC's original language. (3/16/01) | | | Closed 3/16/01 |
| 23 | ITR 5.4.2 | a) Delete entire paragraph OK | | b) SBC wants to leave language in. This addresses situations where they do not have SS7. | Closed 1/31/01 |
| 24 | ITR 5.4.4 | a) Delete entire paragraph OK | | b) SBC wants to leave language in. | Closed 1/31/01 |
| 25 | ITR 5.5.3 | a) Delete "ten digit" from the 2nd sentence; | | b) OK | Closed 1/31/01 |
| 26 | ITR 5.6.2 | a) Delete the last sentence. "Unless otherwise agreed to...connectivity where applicable." OK | | b) SBC want to leave language in. | Closed 1/31/01 |
| 27 | ITR 5.6.3 | a) After the 1st sentence, insert "CLEC and SBC-13STATE may turn up test traffic on other trunk groups before completion of 911 testing." | | b) OK | Closed 1/31/01 |

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| 28 | ITR 6.1 | a) Insert "non-binding" before the word "forecast" in the 1st sentence, 3rd sentence, and the 4th sentence. | | b) OK | Closed 1/31/01 |
| 29 | ITR 6.2 | a) Insert "non-binding" before the word "forecast". Sentence shd read: "The semi-annual non-binding forecasts shall include:" | | b) OK | Closed 1/31/01 |
| 30 | ITR 6.2.2 | a) From the 2nd sentence, delete the phrase, "orders greater than four (4) DS1s" | | b) OK | Closed 1/31/01 |
| 31 | ITR 6.2.3 | a) Insert "non-binding" before the word "forecast" in the 1st sentence. | | b) OK | Closed 1/31/01 |
| 32 | ITR 6.2.3 | a) Delete the 2nd sentence. c) OK | | b) SBC wants to leave language in. | Closed 1/31/01 |
| 33 | ITR 6.4 | a) Delete entire paragraph c) OK | | b) SBC wants to leave language in. | Closed 1/31/01 |
| 34 | ITR 7.1 | a) Edit to Table 1 (which follows paragraph 7.1) : The 'Design Blocking Objective' for 'Local Direct End Office (Final) shd be changed to 1% from 2%.; | | b) OK | Closed 1/31/01 |
| 35 | ITR 7.1 | a) 'IntraLATA (Meet Point) Tandem' shd be changed to 1%; and c) OK | | b) SBC wants to leave as original numbers | Closed 1/31/01 |
| 36 | ITR 7.1 | a) '911' shd be deleted. c) OK | | b) SBC want to leave language as original | Closed 1/31/01 |
| 37 | ITR 8.1 | a) Add to the end of the 2nd sentence, "or on a one way trunk group for that traffic that originates at CLEC and terminates at SBC-13STATE"; | | b) Delete the proposed addition c) SBC agrees to MCLD language noted in "a." (3/16/01) | Closed 3/16/01 |

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| 38 | ITR 8.1 | <p>a) Delete the 3rd sentence, "In SBC-AMERITECH and SNET where one way trunks...and terminates to CLEC."</p> <p>c) MCLD agrees to leave in the 3rd sentence. (6/28/01)</p> | | b) Leave sentence in. SBC standing firm. (3/16/01) | Closed 6/28/01 |
| 39 | ITR 8.1 | <p>a) MCLD wants to start the ASR orders for all our trunk groups - not just our originating trunk groups.</p> <p>d) Okay to close with last sentence (7/24/01)</p> <p>The paragraph shd read, "Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups or on a one way trunk group for that traffic that originates at CLEC and terminates at SBC-13STATE. Each Party shall issue ASR's for their respective originating trunk groups. In SBC-AMERITECH and SNET where one-way trunks are used (as discussed in section 3.3), SBC-AMERITECH and SNET will issue ASRs for trunk groups for traffic that originates in SBC-13STATE and terminates to CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other Party." (7/24/01)</p> | | <p>b) Add the sentence "Each party shall issue ASR's for their respective originating trunk groups." after the 3rd sentence.</p> <p>c) CLEC should not have control of sizing SBC trunks. (3/16/01)</p> | Closed 7/24/01 |
| 40 | ITR 8.1 | <p>a) Delete "The Parties agree that neither Party shall alter trunk sizing without first conferring the other party."</p> <p>c) OK with leaving this sentence in</p> | | b) Leave sentence in. | Closed 3/5/01 |

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| 41 | ITR 8.3.1 | a) Insert "or CLEC" after "SBC-13STATE" c) OK | | b) This is SBC obligation | Closed 1/31/01 |
| 42 | ITR 8.3.1 | a) Replace "reduce measured blocking to objective design blocking levels based upon analysis of trunk group data" with "bring the utilization level down to eighty percent (80%)" c) OK with original language | | b) This is based on the blocking levels in paragraph 7.1 rather than utilization levels | Closed 1/31/01 |
| 43 | ITR 8.4.1.1 | a) Replace "75" with "60" throughout paragraph; Replace "25" with "40" throughout paragraph; Insert "and will cooperatively work" between "...issuance of an order" and "to resize the trunk group..." c) MCLD wants 60%. 60% is in other agreements. e) MCLD is willing to leave the % at 75 and 25; but still wants to include "and will cooperatively work" in the paragraph. (6/1/01) | | b) SBC wants to leave as is; d) SBC standing firm with "75" and "25." (3/16/01) f) SBC agrees to changes in 'e'. (6/1/01) | Closed 6/1/01 |
| 44 | ITR 8.4.1.2 | a) In the 2nd sentence, replace "twenty (20) business days" with "ten (10) business days"; Delete "(20 business days for FACIFIC/NEVADA, 10 business days for SBC-SWBT, SBC-AMERITECH, and SNET.)" c) MCLD was trying to get some consistency...; Willing to compromise on number of days if consistent. e) OK to leave as original | | b) SBC wants to leave as is; d) It is tarified and varies by state. | Closed 1/31/01 |

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| 45 | ITR 8.5.1 | <p>a) Replace "twenty (20) business days" with "ten (10) business days"; Delete "(20 business days for FACIFIC/NEVADA, 10 business days for SBC-SWBT, SBC-AMERITECH, and SNET.)"</p> <p>c) MCLD was trying to get some consistency...; Willing to compromise on number of days if consistent. (Same as Issue #44 on matrix)</p> <p>e) OK to leave as original</p> | | <p>b) SBC will leave as is;</p> <p>d) It is tariffed and varies by state.</p> | Closed 1/31/01 |
| 46 | ITR 8.5.2 | a) Delete entire paragraph | | b) OK | Closed 1/31/01 |
| 47 | ITR 8.6 | <p>a) Delete entire paragraph</p> <p>c) MCLD will not accept "Projects orders must be submitted at the same time."</p> <p>e) Today SBC does not assign due dates to orders being worked under project status until all orders have been submitted. This delays the project considerably. (3/16/01)</p> <p>g) MCLD accepts language noted in "b)" with the exception of the last sentence. MCLD proposes the last sentence of the paragraph to read: "Project orders will be submitted according to a schedule mutually agreed to by both Parties." (6/28/01)</p> | | <p>b) Replace deleted paragraph with "Projects require coordination of multiple orders and related activities between SBC-13STATE and CLEC work groups. Projects may include, but are not limited to trunk group activities involved in initial installation of trunk groups, NXX code moves, re-homes, facility grooming or network rearrangements. Project orders must be submitted at the same time."</p> <p>d) The last sentence needs clarification. (3/16/01)</p> <p>f) SBC wants all the orders in before a project is defined. Wld MCLD propose language that better describes your situation? (6/1/01)</p> <p>h) Can't leave it open ended like this b/c it is a project. (7/24/01)</p> | Closed 9/7/01 |

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| | <p>SBC Proposed language 7/30/01 MCLD proposed language 9/4/01</p> <p>SBC Proposed language 9/6/01</p> | <p>i) SBC has determined that the conversions and installs, b/c of the large numbers, are projects - and we have adapted accordingly. However, we cannot ask customers to hold on 2, 3 or more months while other requests come in so SBC has all the orders. Also, SBC has said that they cannot do such large orders at one time so they make arrangements to do X amount per week. This language works against both companies. (7/24/01)</p> <p>l) MCLD counter proposes replacing "Project orders greater than 4 DS1's" with "Orders that comprise a project". The paragraph wld read, "Projects require coordination of multiple orders and related activities between SBC-13STATE and CLEC work groups. Projects may include, but are not limited to trunk group activities involved in initial installation of trunk groups, NXX code moves, re-homes, facility grooming or network rearrangements. Orders that comprise a project will be submitted according to a schedule mutually agreed by both parties." (9/4/01)</p> <p>l) MCLD accepts language in 'm'. (9/7/01)</p> | | <p>j) I will see if we can limit the language by setting a number of lines/orders before triggering the mutually agreed to language. (7/24/01)</p> <p>k) SBC proposes inserting "greater than 4 DS1s" after "Project orders", in McLeod's proposed language: "Project orders greater than 4 DS1s will be submitted according to a schedule mutually agreed by both Parties." (7/30/01)</p> <p>m) SBC proposes adding "However, projects less than 4 DS1s may be worked as projects upon mutual agreement between the parties." to the end of the language in 'k'. The last 2 sentences of the paragraph wld read, "Project orders greater than 4 DS1s will be submitted according to a schedule mutually agreed by both Parties. However, orders less than 4 DS1s may be worked as projects upon mutual agreement between the parties." (9/6/01)</p> | |

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| 48 | ITR 8.6.1 | a) Delete entire paragraph | | b) OK | Closed 1/31/01 |
| 49 | ITR 8.7 | a) Delete entire paragraph c) If this remains depends on how Reciprocal Compensation is decided (reference the Level 3 Recip Comp discussion). d) Agree to leave paragraph as is. The Level 3 Reciprocal Compensation Amendment supercedes this language. (3/16/01) | | b) SBC wants to leave language in e) OK | Closed 3/16/01 |
| 50 | ITR 8.8 | a) Delete "original" | | b) OK | Closed 1/31/01 |
| 51 | ITR 8.8 | a) Propose that this paragraph shd be reciprocal b) Add to the end of the paragraph, "Nothing in this paragraph, however, shall apply to delays or changes requested by CLEC, where the delay or change results from the actions of SBC." d) MCLD to leave paragraph open to research switch access intervals. e) MCLD okay w/ switch intervals. (6/1/01) | | c) SBC approves MCLD proposed language noted in "b." (3/16/01) | Closed 6/11/01 |
| 52 | ITR 8.9 | a) Delete entire paragraph c) OK with leaving language in | | b) SBC wants to leave language in. | Closed 1/31/01 |
| 53 | ITR 8.10 | a) Delete entire paragraph | | b) OK | Closed 1/31/01 |
| 54 | ITR 8.10.1 | a) Delete entire paragraph | | b) OK | Closed 1/31/01 |
| 55 | ITR 9.2 | a) Delete entire paragraph | | b) SBC wants to leave language in. | Closed 7/24/01 |

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| | | <p>c) To comply with this, MCLD will keep this if we include language that allows MCLD time to implement the system so that we comply. (Same as issue #2 on matrix)</p> <p>d) Add to the end of the paragraph, "CLEC shall have twelve (12) months from the effective date of this Agreement to implement systems for the electronic exchange of this data."</p> <p>f) MCLD proposes replacing the language proposed in 'd)' with the following: "The Parties will mutually agree to an implementation schedule to implement system changes necessary to permit the electronic exchange of data." (6/28/01)</p> <p>h) MCLD proposes placing the sentence following the 2nd sentence so that it is in context. (7/24/01)</p> | MCLD to propose language. (6/1/01) | <p>e) SBC will not agree to a timeframe of 12 months. Same as Issue #2. (3/16/01)</p> <p>g) SBC agrees to the language proposed in 'f', provided it is referring to the development of the systems. (7/24/01)</p> <p>i) SBC agrees to the placement. (7/24/01)</p> | |
| 56 | ITR 10.2.1 | <p>a) Delete last sentence</p> <p>c) OK</p> | | b) SBC wants to leave language in | Closed 1/31/01 |
| NETWORK INTERCONNECTION METHODS (This section has no open issues 6/1/01) | | | | | |
| 1 | NIM 1.1 | a) MCLD OK with language. (3/16/01) | | | Closed 3/16/01 |
| 2 | NIM 1.9 | <p>a) In the 2nd sentence, delete "each local exchange area (in SBC) and"; Replace "SNET, PACIFIC, NEVADA, SBC-AMERITECH" with "SBC-13STATE";</p> <p>d) MCLD then leave it as it was, but add to the end of the paragraph, "where CLEC provides local exchange services"</p> | | <p>b) SBC wants to leave as it was.</p> <p>c) SBC doesn't understand how we will connect then to all the other customers.</p> | Closed 3/16/01 |

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| | | f) MCLD accepts proposed language (noted in e) to be added to the end of the paragraph. (3/8/01) | | e) SBC counter proposes the language, "One or more of these methods may be used to effect the Interconnection in each LATA where CLEC provides Local Exchange Services." (3/5/01) | |
| 3 | NIM 1.9.1 | a) Delete "local exchange" c) OK | | b) SBC puts it back in | Closed 1/31/01 |
| 4 | NIM 1.11 MCLD proposed language 2/23/01 | a) Delete entire paragraph c) MCLD, How do we define what is "efficient, fair and equitable"? The original language is vague... d) Propose deleting "with each party being financially responsible for approximately half of the Interconnection facilities or in any other manner that is mutually agreeable to the Parties."; The paragraph wld read, "The Parties shall effect an Interconnection that is efficient, fair and equitable." | | b) SBC puts language back in; The group is very flexible to how this will work with folks. e) SBC is okay with proposed language in 'd' (6/1/01) | Closed 6/1/01 |
| 5 | NIM 2.1 | a) In the 4th sentence, insert "or terminating equipment" between "...facilities between CLEC switch(es)" and "and SBC-13STATE End Office(s)..."; In the 5th sentence, insert "or terminating equipment" between "...location of CLEC's switch(es)" and "and S" c) OK | | b) SBC puts language as it was. | Closed 1/31/01 |
| 6 | NIM 2.2 | a) Language in Section 3.1 of Level 3 Reciprocal Compensation Amendment supercedes this language. MCLD agrees to leave language in. (3/16/01) | | b) OK | Closed 3/16/01 |

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| 7 | NIM 2.3 | a) Language in Section 3.1 of Level 3 Reciprocal Compensation Amendment supercedes this language. MCLD agrees to leave language in. (3/16/01) | | b) OK | Closed 3/16/01 |
| 8 | NIM 2.5 | a) Insert "prior to making" after "written notice" and delete "of" | | b) OK | Closed 1/31/01 |
| 9 | NIM 2.7 | a) Replace "CLEC is solely responsible for the facilities" with "The Parties shall mutually agree to the architecture"; Concern why OS/DA is combined with 911? d) MclD agrees to original SBC language. (3/16/01) | | b) SBC puts language as it was. c) SBC is not willing to drop language and replace with proposed. SBC-13STATE will mutually agree to the physical architecture, but this is talking about ancillary services. It is the responsibility of the CLEC to provide facilities if they want these services. (3/5/01) | Closed 3/16/01 |
| 9a | NIM 2.7 | a) Delete the last sentence. | | b) Deleting the last sentence is OK since it is not part of the NIM that is being offered today. (3/5/01) | Closed 3/5/01 |
| 10 | NIM 2.9.1 | a) Insert "as mutually agreed to by the Parties" after "...as mutually agreed to by the Parties"; Insert "the B8ZS with Extended Superframe format framing where technically feasible or" after "...using"; Delete "either"; Delete "or B8ZS with Extended Superfr | | b) OK | Closed 1/31/01 |
| 11 | NIM 2.9.2 | a) Add "at no cost" to the end of the last sentence. | | b) OK | Closed 1/31/01 |
| 12 | NIM 3.4.2 | a) Delete the last sentence c) OK | | b) SBC puts language as it was. | Closed 1/31/01 |
| 13 | NIM 4.1 | a) OK with language as is (3/5/01) | | | Closed 3/5/01 |

McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-7-01

Appendix: ITR, NIM

| Issue # | Contract Section Reference | Description McLeodUSA Comments | Action Items | Description SBC/AIT Comments | Status |
|---------|----------------------------|--|--------------|--|-------------------|
| 14 | NIM 4.5 | a) Insert "non-binding" after "...annual basis and establish" and before "forecasts for facilities..." | | b) OK | Closed 1/31/01 |
| 15 | NIM 5.2.2 | a) Insert "non-binding" between "...accordance with the" and "trunk forecasts exchanged..." | | b) OK | Closed 1/31/01 |
| 16 | NIM 5.3.1 | a) Insert "non-binding" between "...semi-annual" and "forecast process..." | | b) OK | Closed 1/31/01 |
| 17 | NIM 5.3.2 | a) Add "based on mutual consent of the Parties" to the end of the 2nd sentence. | | b) OK | Closed 1/31/01 |
| 18 | NIM 5.3.4 | a) In the 1st sentence, replace "may" with "or an appropriately sized system will"; | | b) OK | Closed 1/31/01 |
| 19 | NIM 5.3.4 | a) Delete the 2nd sentence. c) OK; This paragraph shd read, "If the placement of a minimum size system will not provide adequate augmentation capacity for the joint forecast over a two-year period and the forecast appears reasonable, the next larger system or an appropriately sized system will be deployed. If the forecast does not justify a move to the next larger system, another appropriately sized system could be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers." | | b) SBC wants language back in | Closed 1/31/01 |
| 20 | NIM 6.1 | a) MCLD is this switched access or special access? Where is pricing for SWBT, Pacific and Nevada? | | b) Leasing of facilities. In Ameritech the leased facility is offered out of both the Switch and Special Access Tariff. In SNET it is out of the Access Services Tariff Section 18. (3/5/01) | Closed 3/16/01 |

McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-7-01

Appendix: ITR, NIM

| Issue # | Contract Section Reference | Description McLeodUSA Comments | Action Items | Description SBC/AIT Comments | Status |
|---------|----------------------------|---|--------------|--|-------------------|
| 21 | NIM 6.5.3 | a) Add to the end of the sentence, ", as well as inform requesting party if the BFR is not the correct process for the Request, and in such acknowledgement advise requesting Party of any further information needed to process the Request" | | b) OK | Closed 1/31/01 |
| 22 | NIM 6.5.4 | a) Replace "business" with "calendar". c) OK c) MCLD OK with language. (3/16/01) | | b) SBC puts it back to "business" days | Closed 1/31/01 |
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