

# McLeodUSA and SBC Negotiations Status Matrix:

Updated: 6-28-01

## APPENDIX: MICROWAVE

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>MICROWAVE</b>					
<b>1</b>	2.1	<p>a) In the 1st sentence, delete "where space permits and where practical,"; In the 2nd sentence, delete "only". (3/26/01)</p> <p>c) OK with leaving "where space permits." Do not agree with keeping "where practical." (4/12/01)</p>		<p>b) SBC does not have an obligation to build out space for microwave when space is depleted. (4/12/01)</p> <p>d) SBC agrees to strike "where practical" and "only." (4/12/01)</p>	<b>Closed</b> <b>4/12/01</b>
<b>2</b>	3.1A	<p>a) In the 1st sentence, delete "Where space exists and when technically feasible, at SBC-13STATE's discretion,"; In the 2nd sentence, replace "the CLEC's" with "a reasonable"; In the 3rd sentence, replace "is responsible" with "shall provide specifications" (3/26/01)</p> <p>c) For the 1st sentence, MCLD proposes to keep "Where space exists and when technically feasible" and strike "at SBC-13State's discretion"; MCLD proposes striking the 3rd sentence since the language is addressed in 4.3. (4/12/01)</p> <p>e) MCLD believes the 2nd sentence is unclear. (4/12/01)</p> <p>g) MCLD proposes the following language for the 2nd sentence: "SBC-13State is responsible for design and construction for infrastructure associated with the provision of space for CLEC to place microwave equipment inside the SBC-13State premises at the CLEC's cost." (4/20/01)</p> <p>i) MCLD approves SBC's language modification. (5/15/01)</p>		<p>b) Same issue as #1. Want to keep language in 1st sentence. (4/12/01)</p> <p>d) SBC OK with change to beginning of sentence. It reads: "Where space exists and when technically feasible, the following method..."; and SBC approves the strike of the 3rd sentence. (4/12/01)</p> <p>f) MCLD has the option to purchase equipment from SBC or another vendor, however costs incurred by SBC must be reimbursed by CLEC. (4/12/01)</p> <p>h) SBC requests modifying MCLD's language by inserting "approved by SBC-13State," between "equipment" and "inside". (5/15/01)</p>	<b>Closed</b> <b>5/15/01</b>

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3	3.1B	a) What "method" is referred to in the 1st sentence? (3/26/01) c) MCLD accepts this language & closes this issue. (5/22/01)		b) The "method" referred to is the process discussed throughout section 3. (5/15/01)	Closed 5/22/01
4	3.2A	a) Is the JIA an agreement or a plan? (3/26/01)		b) It is a plan similar to the "Implementation Plan." It is not a contractual agreement. (4/12/01)	Closed 4/12/01
5	3.2B	a) In the 1st sentence, delete "addition, in"; in the 2nd sentence, delete "the responsibilities of SBC-13STATE and the CLEC for". (3/26/01) c) MCLD agrees to keep "the responsibilities of SBC-13State and the CLEC for". (4/12/01)		b) SBC approves the deletion of "addition, in"; but does not agree to the 2nd delete. (4/12/01)	Closed 4/12/01
6	3.2C	a) Insert at end of paragraph, "The JIA shall be mutually agreed upon within thirty (30) days of a request for same by CLEC." (3/26/01) c) MCLD would like to keep some type of mutually agreed upon language. e) MCLD approves proposed language. (4/12/01)		b) Each request is evaluated on an individual case basis, therefore SBC does not want to be bound to a specific timeframe such as 30 days. (4/12/01) d) SBC proposes: "The JIA shall be mutually agreed upon by both Parties." (4/12/01)	Closed 4/12/01
7	3.2D	a) What method is referred to in the 2nd to last sentence? (3/26/01) d) MCLD accepts this language & closes this issue. (5/22/01)		b) The methods may be noted in the JIA. (4/12/01) c) The "method" referred to is the process discussed throughout section 3. (5/15/01)	Closed 5/22/01

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<b>8</b>	3.3A	a) Delete from the 3rd sentence: "All SBC-13State safety standards shall apply to"; and add to the end of the 3rd sentence: "shall meet all of the requirements of Bellcore Network Equipment Building System (NEBS) Level 1 Generic Equipment Requirements (TR-NWT-000063), Electromagnetic, Compatability and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), FCC OET Bulletin 65 dated 08/97, OSHA, as well as all reasonable and necessary SBC-13State safety standards." (3/26/01)		b) SBC approves. (4/12/01)	<b>Closed 4/12/01</b>
<b>9</b>	3.3B	a) Strike the last sentence. (3/26/01)		b) SBC approves. (4/12/01)	<b>Closed 4/12/01</b>
<b>10</b>	3.4.1A  Issue #10 and #11 are related	a) Delete from 1st sentence, "Where space is available and where technically feasible,"; and add "reasonable" in the third sentence between "A" and "monthly recurring...." (3/26/01) c) MCLD willing to keep "Where space is available & where technically feasible,". Probably OK with delete of "reasonable" if the charges are ICB via the BFR process. (4/12/01) e) MCLD accepts SBC's proposed language. (5/22/01)		b) Unwilling to accept proposed changes. (4/12/01)  d) SBC proposes to add the following sentence at the end of the paragraph: "Recurring charges will be determined on an individual case basis via NSCR." (5/15/01)	<b>Closed 5/22/01</b>
<b>11</b>	3.4.1B	a) How do we know what the monthly recurring charge will be? (3/26/01) b) How does SBC determine the charges? Are they ICB via the BFR process? Need language stating it is either ICB or NSCR. (4/12/01) e) MCLD accepts SBC's proposed language outlined in Issue 10. (5/22/01)		d) SBC's proposed language in Issue 10 addresses this question. (5/15/01)	<b>Closed 5/22/01</b>

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12	3.4.1.1	<p>a) Add in the 3rd sentence "normal wear and tear accepted," between "original condition" and "within"; change "60" to "120".; add to the last sentence "an actual and reasonable" between "expense on" and "time and materials.." (3/26/01)</p> <p>c) MCLD is OK with the "60" days and not inserting "an actual and reasonable" in the last sentence. However, language is needed to protect MCLD, ie, if the Microwave equipment is on SBC's roof for 5 years, and due to normal weathering, the roof needs replacing, MCLD should not be responsible for that cost due to natural wear and tear of the building. (4/12/01)</p> <p>d) MCLD proposes the insert in the 3rd sentence of "normal wear and tear excepted," between "original condition" and "within." (5/1/01)</p> <p>f) The language that MCLD is proposing in 'd' is standard legal language for environmental issues. Wld suggest having Legal review it. (6/1/01)</p>		<p>b) Unwilling to accept proposed changes. CLEC is required to decommission a Collocation space in 30 days, per Physical Collocation Appendix. This language provides 30 extra days. Delays in removing equipment hinder other CLEC's from using the space. Unwilling to accept "normal wear and tear" because SBC wants the property returned in the same shape it was originally. The proposed language puts the decision back in CLEC's hands concerning what is an acceptable condition. (4/12/01)</p> <p>e) Would like MCLD to narrow the language. Floor damage could be considered as "normal wear and tear." (5/15/01)</p> <p>g) "Normal wear and tear excepted" refers to Real Estate. We are discussing Microwave equipment in this situation, so it does not apply. The statement is still too broad. Maybe we cld consider "Normal environmental wear and tear excepted." (6/7/01)</p>	<b>Closed 6/28/01</b>

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	<p>SBC proposed language 6/28/01</p>	<p>h) This topic is Real Estate, and "normal wear and tear excepted" is the standard and appropriate language. MCLD is standing firm on this position and it should not be an issue for SBC. MCLD attorney wants to discuss this directly with the SBC attorney handling this issue. (6/11/01)</p> <p>j) MCLD understands that SBC is referring to restoring the space to its original condition (before any alterations were made to accommodate the CLEC's equipment. (6/20/01)</p> <p>l) MCLD proposes replacing the 3rd sentence with 2 new sentences.</p> <p>The <b>3rd &amp; 4th sentences shd read</b>, "CLEC is responsible for the removal of its equipment within 60 days of termination of use of the microwave entrance facility. At CLEC's cost, CLEC will restore SBC's property to its original condition, limited to any damage or other condition due to CLEC's presence/use or the removal of any equipment." (6/20/01)</p> <p>o) MCLD approves SBC's proposed language for the 4th sentence as written in "n)". (6/28/01)</p>		<p>i) SBC atty explains that in this paragraph, they are referring to CLEC restoring the property to its original condition, meaning that if holes are drilled to accommodate the CLEC's microwave equipment, then, when CLEC vacates, CLEC must provide a roof with no holes. (6/20/01)</p> <p>k) Correct. Normal wear and tear does not address returning the property without all of the alterations that were made. That is what SBC is trying to address. (6/20/01)</p> <p>m) SBC is to review the proposed MCLD language. If there are no changes, then this item can be closed. (6/21/01)</p> <p>n) SBC accepts MCLD's proposed 3rd sentence and modifies the 4th sentence by adding "<b>alteration.</b>" The sentence would read: At CLEC's cost, CLEC will restore SBC property to its original condition, limited to any damage or other condition due to CLEC's presence/use, <u>alteration and/or</u> the removal of any equipment." (6/28/01)</p>	

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13	3.4.1.2A	a) Clarify what CLEC is responsible for securing inside and outside the property. Other LECS often want to do this work themselves. (3/26/01)  c) MCLD approves original language. (4/12/01)		b) It is SBC's existing process to have CLEC secure their own equipment. (4/12/01)	Closed 4/12/01
14	3.4.1.2B	a) Add "reasonable" between "SBC-13State's" and "approval" in the last sentence. (3/26/01) c) MCLD approves original language. (4/12/01)		b) Too ambiguous and up to the beholder to determine what is "reasonable." (4/12/01)	Closed 4/12/01
15	3.4.1.3	a) Strike the last two sentences. (3/26/01)  c) MCLD OK with training employees, however believe we should mutually agree to the number being trained. (4/12/01)  e) MCLD agrees to proposed language. (4/12/01)		b) As stated in the Virtual Appendix, CLEC is responsible to train SBC employees at CLEC's expense. (4/12/01) d) SBC proposes the last 2 sentences to read: "All costs for training SBC-13State employees to install, maintain and repair the equipment will be at the CLEC's cost. SBC-13State and CLEC will mutually agree to the number of employees to be trained on a premises by premises basis." (4/12/01)	Closed 4/12/01
16	3.4.1.4	a) Strike in its entirety. Language is noted in 5.1 (3/26/01)  c) MCLD approves proposed language. (4/12/01)		b) Language placed here because it is part of the Provisioning process. Propose keeping the sentence and add to the end "as outlined in 5.1." (4/12/01)	Closed 4/12/01
17	4.1	a) Change "identical" to "same" in the 2nd sentence. (3/26/01)		b) SBC accepts change. (4/12/01)	Closed 4/12/01

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18	4.2	Add to the end of the sentence "unless caused by its negligence or intential acts or ommissions." (3/26/01)		b) SBC accepts change. (4/12/01)	Closed 4/12/01
19	4.3	a) How does CLEC determine line-of sight without a visit or an understanding of what space SBC is allocating for CLEC? (3/26/01) c) MCLD approves original language. (4/12/01)		b) Believe site visits are discussed in JIA. (4/12/01)	Closed 4/12/01
20	5.1	a) In the last sentence delete "not unreasonably withhold such assistance and CLEC agrees to pay all SBC-13State's expenses on an ICB/NSCR as required." and replace with "take all necessary and reasonable actions to assist." (3/26/01) c) MCLD proposes the following language for the last sentence: "If SBC-13State's assistance is required to obtain the necessary licenses and permits, SBC-13State will take all necessary and reasonable actions to assist and CLEC agrees to pay all SBC-13State expenses on an ICB/NSCR as required." (4/20/01)		b) Proposal makes language too generic. SBC OK with keeping "take all necessary and reasonable actions to assist", but needs language referencing the cost portion. (4/12/01) d) SBC approves MCLD's language noted in "c." (5/15/01)	Closed 5/15/01
21	6.1	a) In the first sentence delete "a" between "which is" and "result of", and replace with "solely the direct": delete the remainder of the sentence beginning with "including but not limited to...." and insert "but specifically not including consequential or special or punitive damages." (3/26/01) c) MCLD accepts SBC's proposed language. (5/1/01)		b) SBC proposes replacing "solely the direct", with "proximately caused by" and delete "result of". SBC unwilling to accept MCLD's proposal for the end of the sentence. (4/12/01)	Closed 5/02/01