

DOCKET No. TO-2005-0336
 MASTER LIST OF CONFORMANCE ISSUES – SBC MISSOURI and MCI

Issue #	Issue	Appendix & Sections	MCI Language	MCI Rationale	SBC Missouri Language	SBC Missouri Rationale
NIM 17	<p>MCI Issue: For two-way interconnection trunks, should the parties apportion costs by applying a "Relative Use Factor"?</p> <p>SBC Issue: Should each party be financially responsible for the facilities on its side of the POI?</p>	8.6; 8.6.1; 8.6.2	<p style="text-align: center;">8.6 <u>Relative Use Factor</u></p> <p>8.6.1 <u>The provider of a two-way trunk facility will share the cost of such trunk facility with the other Party by applying a relative use factor ("RUF") determined pursuant to the requirements of this section. The charge to the other Party shall be calculated by applying the RUF in effect between the Parties for the billing period in question. As of the Effective Date of this Agreement, the provider of a two-way trunk facility will share the cost of the two-way trunk facility by assuming an initial RUF ("Initial RUF") for the previous three (3) months. This Initial RUF shall continue in effect for both bill reduction and payments until the Parties have agreed upon a new RUF in accordance with the requirements of this section. The Parties specifically acknowledge that, in calculating any RUF pursuant to this Section, they shall include ISP traffic exchanged on the two-way trunk facilities.</u></p> <p>8.6.2 <u>Adjusted RUF. If either Party demonstrates that actual minutes of use during the most recent calendar month justify a RUF different than the one in effect, the Parties will meet at the request of either Party to update and implement a new</u></p>	The Parties acknowledge that the Missouri Public Utilities Commission did not rule upon the competing language of the parties for this section.	<p>8.6 Traffic Direction</p> <p>8.6.1 The financial responsibility described in this Appendix applies to the transport facility underlying the trunks to a MCI designated POI, without regard to the direction of the traffic on the trunks.</p> <p>8.6.2 Intentionally Omitted.</p>	The Parties acknowledge that the Missouri Public Utilities Commission did not rule upon the competing language of the parties for this section.

Key: Underline represents language proposed by MCI and opposed by SBC

Bold represents language proposed by SBC and opposed by MCI

DOCKET No. TO-2005-0336
 MASTER LIST OF CONFORMANCE ISSUES – SBC MISSOURI and MCI

Issue #	Issue	Appendix & Sections	MCI Language	MCI Rationale	SBC Missouri Language	SBC Missouri Rationale
			<p><u>RUF (“Adjusted RUF”) reflecting the actual accumulated minutes of use during the most recent calendar month. If the Parties cannot agree on an Adjusted RUF within thirty (30) days following initiation of negotiations therefore, either Party may immediately invoke the dispute resolution provisions set forth in this Agreement. Once negotiation of an Adjusted RUF is finalized, the Parties shall amend the Agreement to reflect the new RUF and bill reductions and payments will apply going forward, for a minimum of six months. During the term of this Agreement, either Party may, in accordance with the requirements of this section, seek to further adjust any RUF that has been in effect for at least six months.</u></p>			

Key: Underline represents language proposed by MCI and opposed by SBC

Bold represents language proposed by SBC and opposed by MCI

DOCKET No. TO-2005-0336
 MASTER LIST OF CONFORMANCE ISSUES – SBC MISSOURI and MCI

Issue #	Issue	Appendix & Sections	MCI Language	MCI Rationale	SBC Missouri Language	SBC Missouri Rationale
NIM 28	<p>MCI issue: Since other provisions of the agreement specify in detail the appropriate treatment and compensation of all traffic types exchanged pursuant to this agreement, is it necessary to include SBC MISSOURI'S additional "Circuit Switched Traffic" language in the agreement?</p> <p>SBC Issue: (A) What is the proper routing, treatment and compensation for Switched Access Traffic including, without limitation, any PSTN-IP-PSTN Traffic and IP-PSTN Traffic?</p> <p>(B) Is it appropriate for the Parties to agree on procedures to handle interexchange circuit-switched traffic that is delivered over Local Interconnection Grunk Groups so that the terminating party may receive proper compensation?</p>	NIM 25; Recip Comp 16 (all)	<p>25.1 <u>Anything to the contrary notwithstanding, this Section 25 shall not apply to IP-PSTN Traffic (as defined in Section 16 of Appendix Reciprocal Compensation of this Agreement) or its compensation. In the event of any conflict between this Section and Section 16 of Appendix Reciprocal Compensation, Section 16 shall control.</u> For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC MISSOURI's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice</p>	<p>1. MCI has inserted language at the beginning of section 25 of the NIM appendix in order to make this section of the contract consistent with the Commission's ruling on MCI issue Reciprocal Compensation 15.</p> <p>See the additional rationale below for Recip Comp 15.</p> <p>2. In addition, SBC has included portions of its language in the conformance that are contrary to the Commission's ruling. The Commission ruled section 25.1 (ii) and (iv) be omitted from the agreement yet SBC is including the language.</p>	<p>25.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC MISSOURI's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is</p>	

Key: Underline represents language proposed by MCI and opposed by SBC

Bold represents language proposed by SBC and opposed by MCI

DOCKET No. TO-2005-0336
 MASTER LIST OF CONFORMANCE ISSUES – SBC MISSOURI and MCI

Issue #	Issue	Appendix & Sections	MCI Language	MCI Rationale	SBC Missouri Language	SBC Missouri Rationale
			<p>communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:</p> <p>(i) IntraLATA toll Traffic or Optional EAS Traffic from a MCI end user that obtains local dial tone from MCI where MCI is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider, or</p> <p>(ii) <u>Intentionally Omitted</u></p> <p>(iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP)</p>		<p>transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:</p> <p>(i) IntraLATA toll Traffic or Optional EAS Traffic from a MCI end user that obtains local dial tone from MCI where MCI is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider, or</p>	

Key: Underline represents language proposed by MCI and opposed by SBC

Bold represents language proposed by SBC and opposed by MCI

DOCKET No. TO-2005-0336
 MASTER LIST OF CONFORMANCE ISSUES – SBC MISSOURI and MCI

Issue #	Issue	Appendix & Sections	MCI Language	MCI Rationale	SBC Missouri Language	SBC Missouri Rationale
			<p>query.</p> <p>(iv) <u>Intentionally Omitted.</u></p>		<p>(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;</p> <p>(iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query.</p> <p>(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as “Local Interconnection Trunk Groups”) destined to the other Party.</p>	
Recip Comp 11	<p>SBC (a): What is the appropriate compensation for wholesale local switching?</p> <p>(b) Should MCI have the sole obligation to enter into compensation arrangements with third party carriers that terminate traffic to MCI when SBC MISSOURI is the ILEC entity providing the use of the end office switch (e.g., switching capacity)</p>	Recip and Comp 4.11.2 4.11.3	<p><u>4.11.2 [MCI's proposed compromise to settle issue] For Intra-Switch Section 251(b)(5) Traffic and ISP Bound Traffic exchanged between SBC MISSOURI and MCI when MCI purchases wholesale local switching from SBC MISSOURI on a wholesale basis such traffic is not subject to terminating compensation. <u>nor to wholesale local switching rates.</u></u></p> <p><u>4.11.3 [MCI's proposed compromise to</u></p>	MCI's changes to SBC's proposed conformance language, as reflected in redline in the MCI language column, accurately reflects the SBC testimony on this issue. SBC's witness stated that SBC does not charge for UNE-local switching or wholesale local switching on intra-switch calls. SBC	<p>4.11.2 For Intra-Switch Section 251(b)(5) Traffic and ISP Bound Traffic exchanged between SBC MISSOURI and MCI when MCI purchases wholesale local switching from SBC MISSOURI on a wholesale basis such traffic is not subject to terminating compensation.</p> <p>4.11.3 For Inter-Switch Section 251(b)(5) Traffic and ISP Bound Traffic exchanged between SBC MISSOURI and MCI when MCI purchases</p>	

Key: Underline represents language proposed by MCI and opposed by SBC

Bold represents language proposed by SBC and opposed by MCI

DOCKET No. TO-2005-0336
 MASTER LIST OF CONFORMANCE ISSUES – SBC MISSOURI and MCI

Issue #	Issue	Appendix & Sections	MCI Language	MCI Rationale	SBC Missouri Language	SBC Missouri Rationale
	<p>to such third party carrier, and if it does not enter into such arrangements, should it indemnify SBC MISSOURI when the third party carriers seek compensation from SBC MISSOURI?</p> <p>MCI (a): Should inter-switch UNE-P calls be compensated differently than other traffic?</p> <p>(b) Should intra-switch UNE-P calls be exempted from requirements to pay reciprocal compensation?</p>		<p><u>settle issue</u> For Inter-Switch Section 251(b)(5) Traffic and ISP Bound Traffic exchanged between SBC MISSOURI and MCI when MCI purchases wholesale local switching from SBC MISSOURI on a wholesale basis such traffic is subject to the end office switching rate element <u>and the tandem switching and transport rate elements to the same extent that SBC Missouri charges MCI for corresponding local wholesale tandem switching and transport rates set forth in Appendix Pricing and as specified in Section 4.2.5.3.3 for Section 251 (b)(5) Traffic, excluding ISP Bound Traffic and ISP Bound Traffic on a minute of use basis at the rate set forth in Appendix Pricing as specified in Section 4.2.2.</u></p>	<p>witness McPhee Direct at 59-60.</p> <p>For the inter-switch calls, MCI terminating reciprocal compensation charges to SBC should parallel SBC's UNE/local wholesale complete charges to MCI. SBC did not argue otherwise in its testimony presented in this case and should not be permitted to change its position at this juncture.</p>	<p>wholesale local switching from SBC MISSOURI on a wholesale basis such traffic is subject to the end office switching rate element set forth in Appendix Pricing and as specified in Section 4.2.5.3.3 for Section 251 (b)(5) Traffic, excluding ISP Bound Traffic and ISP Bound Traffic on a minute of use basis at the rate set forth in Appendix Pricing as specified in Section 4.2.2.</p>	
Recip Comp 15	<p>MCI: What terms and conditions should apply for switched access traffic?</p> <p>SBC: (a) what is the proper routing, treatment and compensation for Switched Access traffic including, without limitation, any PSTN-IP-PSTN traffic and IP-PSTN traffic?</p> <p>(b) Is it appropriate for the Parties to agree on procedures to handle Switched Access traffic that is delivered over local interconnection trunk groups so that the terminating Party may receive proper compensation?</p>	16 (all)	<p><u>16 IP-PSTN TRAFFIC</u></p> <p><u>16.1 Anything to the contrary in this Agreement notwithstanding, any traffic originated by an end user of either Party in Internet Protocol format that subsequently undergoes a net protocol change, as defined by the FCC, prior to its termination to an end user of another Party ("IP-PSTN Traffic") shall be treated as 251(b)(5)/ISP-bound local traffic for compensation purposes and shall be compensated at the rates for such 251(b)(5)/ISP-bound local traffic set forth in this Agreement or any amendment to this Agreement.</u></p>	<p>MCI has included language that is consistent with and gives effect to the Commission's ruling that IP-PSTN traffic should be "charged at reciprocal compensation rates instead of switched access rates" (Arbitration Order at 36).</p> <p>SBC's language refuses to recognize the validity and effectiveness of the Commission's order.</p>	<p>16 SWITCHED ACCESS TRAFFIC</p> <p>16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC MISSOURI's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses</p>	

Key: Underline represents language proposed by MCI and opposed by SBC

Bold represents language proposed by SBC and opposed by MCI

DOCKET No. TO-2005-0336
 MASTER LIST OF CONFORMANCE ISSUES – SBC MISSOURI and MCI

Issue #	Issue	Appendix & Sections	MCI Language	MCI Rationale	SBC Missouri Language	SBC Missouri Rationale
					<p>Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:</p> <p>(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,</p> <p>(ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the</p>	

Key: Underline represents language proposed by MCI and opposed by SBC

Bold represents language proposed by SBC and opposed by MCI

DOCKET No. TO-2005-0336
 MASTER LIST OF CONFORMANCE ISSUES – SBC MISSOURI and MCI

Issue #	Issue	Appendix & Sections	MCI Language	MCI Rationale	SBC Missouri Language	SBC Missouri Rationale
					<p>Section 251(b)(5) Traffic provider and the intraLATA toll provider;</p> <p>(iii) Switched Access Traffic delivered to SBC MISSOURI from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or</p> <p>(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as “Local Interconnection Trunk Groups”) destined to the other Party.</p> <p>Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC’s Order issued in the Petition for Declaratory Ruling that AT&T’s Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).</p> <p>16.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched</p>	

Key: Underline represents language proposed by MCI and opposed by SBC

Bold represents language proposed by SBC and opposed by MCI

DOCKET No. TO-2005-0336
 MASTER LIST OF CONFORMANCE ISSUES – SBC MISSOURI and MCI

Issue #	Issue	Appendix & Sections	MCI Language	MCI Rationale	SBC Missouri Language	SBC Missouri Rationale
					<p>Access Traffic as described in Section 16.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 16.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.</p>	
UNE 2	Which parties' definition of Lawful UNE should be included in the Agreement	1.1	1.1 This Appendix Unbundled Network Elements (UNE) sets forth the terms and conditions pursuant to which SBC MISSOURI agrees to furnish MCI with access to unbundled Network Elements	While MCI has agreed to SBC's use of the term "Section 251(c)(3) UNEs", SBC has refused to agree to	1.1 This Appendix Unbundled Network Elements (UNE) sets forth the terms and conditions pursuant to which SBC MISSOURI agrees to furnish MCI with access to unbundled Network Elements	

Key: Underline represents language proposed by MCI and opposed by SBC

Bold represents language proposed by SBC and opposed by MCI

**DOCKET No. TO-2005-0336
MASTER LIST OF CONFORMANCE ISSUES – SBC MISSOURI and MCI**

Issue #	Issue	Appendix & Sections	MCI Language	MCI Rationale	SBC Missouri Language	SBC Missouri Rationale
			<p>under Section 251(c)(3) of the Act in SBC MISSOURI's incumbent local exchange areas for the provision of Telecommunications Services by MCI (hereafter, "sec. 251(c)(3) UNEs") <u>and access to other Network Elements and services, including 271 Elements as defined in Section 7.7 of this Appendix UNE.</u> At MCI's request, SBC MISSOURI shall provide nondiscriminatory access to sec. 251(c)(3) UNEs at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms of this Appendix. SBC MISSOURI shall provide such sec. 251(c)(3) UNEs in a manner that allows MCI to combine such elements in order to provide a Telecommunications Service.</p>	<p>MCI's language that clarifies that there are additional obligations placed on SBC. MCI's proposed language is consistent with the Commission order on this issue.</p>	<p>under Section 251(c)(3) of the Act in SBC MISSOURI's incumbent local exchange areas for the provision of Telecommunications Services by MCI (hereafter, "sec. 251(c)(3) UNEs"). At MCI's request, SBC MISSOURI shall provide nondiscriminatory access to sec. 251(c)(3) UNEs at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms of this Appendix. SBC MISSOURI shall provide such sec. 251(c)(3) UNEs in a manner that allows MCI to combine such elements in order to provide a Telecommunications Service.</p>	
Price List 5	<p>What are the appropriate rates for Loop Qualifications for Mechanized, Manual and Detailed Manual?</p> <p>Should MCI have electronic access to relevant loop qualification data via SBC Missouri's OSS at no cost?</p>	Lines 81-83	See Price List	THIS ISSUE IS RESOLVED.	See Price	THIS ISSUE IS RESOLVED.
Price List 18	<p>SBC: Should the price schedule include rates for any level of Entrance Facility?</p> <p>MCI: Is MCI entitled to obtain access to Entrance Facilities at cost-based rates for the</p>	Lines 546-561	See Price List	The Commission Order does not address lines 546 thru 561, although those lines are set out on the joint DPL. MCI's proposed rates for lines 546-561 are from the Commission's order in TO-2005-0037,	See Price List	The Commission Order does not address lines 546 thru 561.

Key: Underline represents language proposed by MCI and opposed by SBC

Bold represents language proposed by SBC and opposed by MCI

DOCKET No. TO-2005-0336
 MASTER LIST OF CONFORMANCE ISSUES – SBC MISSOURI and MCIIm

Issue #	Issue	Appendix & Sections	MCIIm Language	MCIIm Rationale	SBC Missouri Language	SBC Missouri Rationale
	purposes of interconnection?			Attachment 2, lines 216-231.		

Key: Underline represents language proposed by MCIIm and opposed by SBC
Bold represents language proposed by SBC and opposed by MCIIm