

## Sprint Exhibit 1

Sprint Communications Company L.P., Sprint Spectrum L. P., Nextel West Corp. and NPCR, Inc. d/b/a Nextel Partners (“Sprint”)  
Sprint Kentucky Issues-Language-Position Statements Provided to AT&T as of 02-02-2010, With Further Clean-up as of 03-09-2010

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
					<p>Sprint’s issues, proposed language and position statements are provided to AT&amp;T pursuant to the parties’ Temporary Moratorium Period agreement, and supplement the materials that Sprint has already previously provided AT&amp;T regarding this matter.</p> <p>Except to the extent AT&amp;T proposed language is expressly incorporated into Sprint proposed language or identified as accepted in a Sprint position statement, Sprint does not agree to or accept any language as proposed by AT&amp;T. Further, to the extent Sprint has provided more current proposed language to AT&amp;T regarding a given issue, the more current language is intended to supersede Sprint’s previously provided language regarding that issue.</p> <p>Sprint reserves all of its rights under the law to further negotiate and revise for submission to the Commission in a final joint issues matrix, the issue statements, its proposed language and position statements.</p>	
	<b>Preliminary Issues</b>					
1.	Have the parties had adequate	Entire Agreement			No.	

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	<p>time to engage in good faith negotiations?</p> <p>AT&amp;T does not acknowledge this issue.</p>				<p>There has been little in the way of substantive good faith negotiations between the Parties. When Sprint initiated negotiations June 22, 2009, it advised AT&amp;T of Sprint's willingness to continue the existing Agreement but, if AT&amp;T did not agree to do so, then pursuant to AT&amp;T Merger Commitment 3, the current ICA was the starting point for re-negotiations.</p> <p>AT&amp;T took three months to provide its initial positions, which included tearing the Agreement apart to propose two new separate Agreements – one wireless specific and one CLEC-wireline specific. Sprint has provided responses to the extent possible under the circumstances but, given the sheer magnitude of AT&amp;T's edits, Sprint's efforts have essentially been directed at providing responsive language and issue identification.</p> <p>Sprint is certainly willing to extend the statutory timeline further to allow the parties to in fact engage in good faith negotiations that would enable further identification, resolution and narrowing of the issues that may actually need to be arbitrated. However, such an extension needs to be upon fair and equitable terms.</p>	
2.	When can AT&T require Sprint	Entire Agreement	Sprint language is generally presented as a combined ICA,		Sprint does not generally oppose two separate contracts (i.e., one	

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	<p>Affiliated entities to have different provisions regarding the same Issues, or even entirely separate Agreements, based upon the technology used by a given Sprint entity?</p> <p>[Alternative Sprint Issue 2, TBD: Absent Sprint’s consent, is it appropriate to have different language in two separate contracts regarding the same issue?]</p> <p>AT&amp;T no longer acknowledges this issue; but, AT&amp;T previously had this issue in both its 1-23-09 draft wireless DPL as then-Issue 12, and its draft Wireline DPL dated 12-04-09 as then-Issue 1 ( Is it</p>		<p>but is capable of being segregated into two contracts with minor modification, if in fact two contracts are ultimately used. For example, the introductory paragraph:</p> <p><b>THIS INTERCONNECTION AGREEMENT</b> is made by and between BellSouth Telecommunications, Inc. d/b/a AT&amp;T Alabama, AT&amp;T Florida, AT&amp;T Georgia, AT&amp;T Kentucky, AT&amp;T Louisiana, AT&amp;T Mississippi, AT&amp;T North Carolina, AT&amp;T South Carolina and AT&amp;T Tennessee (“AT&amp;T” or “AT&amp;T-9STATE”) and <b><i>[Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. (collectively referred to as “Sprint CLEC”), a Delaware limited partnership and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, and as agent for the entities identified as Affiliates on Attachment A ( Sprint Spectrum, L.P., WirelessCo, L.P., SprintCom, Inc. and all entities identified as Affiliates on Attachment</i></b></p>		<p>contract between the AT&amp;T entities and the Sprint wireless entities and another contract between the AT&amp;T entities and the Sprint wireline entity). However, absent Sprint’s consent as the requesting carrier or FCC authorization, it is not appropriate for AT&amp;T to impose different treatment on Sprint in two separate contracts based on the identity of/technology used by a given Sprint contracting entity.</p> <p>Absent Sprint consent or specific FCC authorization (e.g., differing rules for terminating usage compensation pursuant to 47 C.F.R. §§ 20.11, 51.701; limitations imposed on the use of Unbundled Network Elements pursuant to 47 C.F.R. § 51.309(b)), it is not appropriate for AT&amp;T to impose technology-based disparate treatment <b>or</b> administrative inefficiencies upon requesting carriers, much less based simply upon AT&amp;T’s generalized claims of “network, operational and pricing differences.”</p> <p>Where AT&amp;T seeks different treatment in either a combined ICA, or two separate ICAs, regarding the same issue, but without Sprint’s consent, the burden is on AT&amp;T to prove an</p>	

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	permissible to have separate interconnection agreements for wireline and wireless traffic?).		<p><i>A are collectively referred to as “Sprint Spectrum”), Nextel South Corp., a Georgia corporation and Nextel West Corp., a Delaware corporation (collectively “Nextel”), and NPCR, Inc., a Delaware corporation d/b/a Nextel Partners (“Nextel Partners”) (Sprint Spectrum, Nextel and Nextel Partners are collectively referred to as “Sprint PCS” or “Sprint wireless”) (Sprint CLEC and Sprint PCS are collectively referred to as “Sprint”)]</i> (“the Agreement”). This Agreement may refer to either AT&amp;T or Sprint or both as a “Party” or “Parties”, and is made effective on <b>[TBD]</b> (“Effective Date”). All rates in this Agreement are made effective thirty (30) calendar days following the date of the last signature of the Parties.</p>		<p>FCC-authorized basis for any proposed differing treatment.</p> <p>Generally, use of the term “Sprint” means the provision is applicable without regard to the wireless/wireline nature of the Sprint entities and, when such nature is relevant, Sprint’s intent has been to identify Sprint wireless or CLEC-specific provisions.</p> <p>Sprint seeks the use of multi-use/multi-jurisdictional trunking and, therefore, has attempted to craft language that recognizes compensation or other necessary distinctions as may be appropriate between wireless or wireline traffic. Therefore, if it is ultimately determined, by consent or Commission decision, that two separate ICAs will be used, the end result of Sprint’s approach is that the same language will appear in both ICAs. However, until multi-use, multi-jurisdiction may be implemented, only the Sprint wireless entities would utilize the wireless-specific language, and only the Sprint CLEC entity would utilize wireline-specific language.</p>	
3.	Should defined terms not only be consistent with the law, but also	Entire Agreement			Yes. See, e.g., proposed use of appropriately defined terms within “Whereas” provisions identified in Sprint Issue 5 below,	

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	consistently used throughout the entire Agreement?  AT&T does not acknowledge this issue.				“How should Scope and Purpose be described?”	
	<b>General Terms &amp; Conditions Part A</b>					
4.	Sprint: What should be the Effective Date of the Agreement?  <i>See and cf.:</i> AT&T Wireless Issue 2; Wireline Issue 2a) and 2b).	GTC Part A, introductory paragraph  Section 2.1	This Agreement may refer to either AT&T or Sprint or both as a “Party” or “Parties”, and is made effective on <b><i>[TBD]</i></b> (“Effective Date”).  <b><i>2.1 Term. The initial term of this Agreement in a given state in which AT&amp;T-9STATE operates is two (2) years from the date (the “Effective Date”) that the Agreement is approved by the Commission in that state (“Initial Term”) pursuant to Section 252(e)(4), and shall thereafter automatically renew on a year-to-year basis (“Renewal Term”). The Initial Term and a Renewal Term are respectively referred to herein as the Term.</i></b>		Absent a mutually agreed date, the Effective Date of an arbitrated Agreement should coincide with date of Commission approval of the Agreement pursuant to 47 USC § 252(e).  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
5.	How should Scope and Purpose be described?	GTC Part A, 5 <sup>th</sup> Whereas & Section 1;	<b>WHEREAS</b> , AT&T is an <b><i>Incumbent Local Exchange Carrier (“ILEC”)</i></b> authorized to provide		Using appropriate terms, should appropriately describe the overall use, recognizing the breadth of Sprint’s rights as a requesting	

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	<p>See and cf.: AT&amp;T Wireless Issue 1a) and 1b); Wireline Issue 1a) and 1b). AT&amp;T is inconsistent in its acceptance/rejection of Sprint proposed language, for no apparent reason.</p>	<p>See also Attachment 3 Section 2.1.</p>	<p>Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and,</p> <p><b>WHEREAS</b>, Sprint <b>CLEC is a non-incumbent or “competitive”</b> Local Exchange Carrier (“CLEC”) authorized to provide Telecommunications Services in the states of Alabama, <b>Florida</b>, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and,</p> <p><b>WHEREAS</b>, Sprint PCS is a Commercial Mobile Radio Service (“CMRS”) provider licensed by the Federal Communications Commission (“FCC”) to provide <b>Telecommunications Services</b> in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and</p> <p><b>WHEREAS</b>, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and</p>		<p>carrier under Applicable Law.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p><b>WHEREAS.</b> Sprint is a Telecommunications Carriers and has requested AT&amp;T to negotiate an Agreement with Sprint for the provision of <b>services</b> pursuant to the Act and in conformance with <b>AT&amp;T’s</b> duties under the Act; and,</p> <p><b>NOW THEREFORE,</b> in consideration of the terms and agreements contained herein, AT&amp;T and Sprint mutually agree as follows:</p> <p><b>1. <u>Purpose and Scope.</u></b></p> <p><b>1.1</b> This Agreement specifies the rights and obligations of the Parties with respect to the <b>implementation of their respective duties under the Act.</b></p> <p><b>1.2 <i>Telecommunications or Information Service. This Agreement may be used by either Party to exchange Telecommunications Service or Information Service.</i></b></p> <p><b>1.3 <i>Interconnected VoIP Service. The FCC has yet to determine whether Interconnected VoIP</i></b></p>			

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			<p><i>service is Telecommunications Service or Information Service. Notwithstanding the foregoing, this Agreement may be used by either Party to exchange Interconnected VoIP Service traffic.</i></p> <p><i>1.4 Sprint Wholesale Services. This Agreement may be used by Sprint to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale arrangements with third-party providers ("Sprint Third Party Provider(s)"). Subscriber traffic of a Sprint Third Party Provider ("Sprint Third Party Provider Traffic") is not Transit Service traffic under this Agreement. Sprint Third Party Provider Traffic traversing the Parties' respective networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates with a Sprint Third Party Provider subscriber and either (i) terminates upon the AT&amp;T-9STATE network or (ii) is transited by the</i></p>			

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			<p><i>AT&amp;T-9STATE network to a Third Party, and (b) as AT&amp;T-9STATE traffic when it originates upon AT&amp;T-9STATE's network and is delivered to Sprint's network for termination. Although not anticipated at this time, if Sprint provides wholesale services to a Sprint Third Party Provider that does not include Sprint providing the NPA-NXX that is assigned to the subscriber, Sprint will notify AT&amp;T-9STATE in writing of any Third Party Provider NPA-NXX number blocks that are part of such wholesale arrangement.</i></p> <p><b>1.5 Affiliates and Network Managers</b></p> <p><b>1.5.1 Nothing in this Agreement shall prohibit Sprint from enlarging its wireless or wireline network through the use of a Sprint Affiliate or management contracts with non-Affiliate third parties (hereinafter “Network Manager(s)”) for the construction and operation of a wireless or wireline system under a Sprint or Sprint Affiliate license or certification, as permitted by Applicable</b></p>			

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			<p><i>Law. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates on such extended network and either (i) terminates upon the AT&amp;T-9STATE network or (ii) is transited by the AT&amp;T-9STATE network to a Third Party, and (b) as AT&amp;T-9STATE traffic when it originates upon AT&amp;T-9STATE’s network and terminates upon such extended network. All billing for or related to such traffic and for the interconnection facilities provisioned under this Agreement by AT&amp;T-9STATE to Sprint for use by a Sprint Affiliate or Network Managers under a Sprint or Sprint-Affiliate license will (a) be in the name of Sprint, (b) identify the Sprint Affiliate or Network Manager as applicable, and (c) be subject to the terms and conditions of this Agreement; and, Sprint will remain liable for all such billing hereunder. To expedite timely payment, absent written notice to the contrary from Sprint, AT&amp;T-9STATE shall directly bill</i></p>			

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			<p><i>the Sprint Affiliate or Network Manager that orders interconnection facilities for all charges under this Agreement associated with both the interconnection facilities and the exchange of traffic over such facilities.</i></p> <p><b>1.5.2 A Sprint Affiliate or Network Manager identified in Exhibit A may purchase on behalf of Sprint, services offered to Sprint in this Agreement at the same rates, terms and conditions that such services are offered to Sprint provided that such services should only be purchased to provide Authorized Services under this Agreement by Sprint, Sprint’s Affiliate and its Network Managers. Notwithstanding that AT&amp;T-9STATE agrees to bill a Sprint Affiliate or Network Manager directly for such services in order to expedite timely billing and payment from a Sprint Affiliate or Network Manager, Sprint shall remain fully responsible under this Agreement for all services ordered by the Sprint Affiliate or Network</b></p>			

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			<p><i>Manager under this Agreement.</i></p> <p><b>1.5.3 Upon Sprint’s providing AT&amp;T9-State a ten-day (10) day written notice requesting an amendment to Exhibit A to add or delete a Sprint Affiliate or Network Manager, the parties shall cause an amendment to be made to this Agreement within no more than an additional thirty (30) days from the date of such notice to effect the requested additions or deletions to Exhibit A.</b></p>			
6.	<p>What should be the provisions for the term (duration) of the agreement, and the provisions for termination and renegotiation of the Agreement?</p> <p><i>See and cf.:</i> AT&amp;T Wireless Issue 4; Wireline Issue 2a) and 2b).</p>	<p>GTC Part A, Section 2 (2)*</p> <p>*To the extent identifiable, parenthetical Section references are to either the corresponding or related language regarding same subject matter in AT&amp;T’s proposed wireline</p>	<p><b>2. <u>Term of the Agreement</u></b></p> <p><b>2.1 Term. The initial term of this Agreement in a given state in which AT&amp;T-9STATE operates is two (2) years from the date (the “Effective Date”) that the Agreement is approved by the Commission in that state (“Initial Term”) pursuant to Section 252(e)(4), and shall thereafter automatically renew on a year-to-year basis (“Renewal Term”). The Initial Term and a Renewal Term are respectively referred to</b></p>		<p>The Agreement should provide for: a 2-year term; automatic 1 year renewals unless either party seeks renegotiation; continuation of the Agreement if not replaced by a new negotiated/arbitrated agreement; otherwise, termination only in the event of mutual consent or as authorized by Commission.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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		language.	<p><i>herein as the Term.</i></p> <p><b>2.2 Termination for Non-Performance or Breach:</b></p> <p><i>Upon Commission approval, a Party (“Non-Defaulting Party”) may terminate this Agreement to the extent authorized by the Commission, if the other Party (“Defaulting Party”) either : a) fails to perform a material obligation or breaches a material term of this Agreement <u>and</u> fails to cure such nonperformance or breach within sixty (60) calendar days after written notice thereof; or, b) at any time during the term of this Agreement, AT&amp;T-9STATE is unable to contact Sprint pursuant to the notices provision hereof or any other contact information provided by Sprint under this Agreement, and there are no active services being provisioned under this Agreement.</i></p> <p><b>2.3 Termination, Continuation or Replacement of Agreement:</b></p> <p><b>2.3.1. Where Sprint has End Users and/or is purchasing services under this</b></p>			

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			<p><i>Agreement and the Agreement is terminated by mutual consent or pursuant to Section 2.2, Sprint shall cooperate in good faith to effect an orderly transition of service under this Agreement. Unless termination results from the wrongful conduct of AT&amp;T, Sprint shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new Telecommunication Carrier upon termination of the Term of this Agreement.</i></p> <p><i>2.3.2. If at any time within one hundred eighty (180) days prior to the end of a Term, if either Party serves a notice to re-negotiate or terminate the Agreement (“Notice”) in a given State in which AT&amp;T-9STATE operates (“Noticing Party”), the Party who receives such Notice (“Receiving Party”) shall have thirty (30) calendar days to provide the Noticing Party written confirmation (“Response”) indicating whether the Receiving Party wishes to a) continue to use the existing Agreement, b)</i></p>			

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			<p><i>negotiate modifications or a replacement agreement, which in either case would constitute a Subsequent Agreement (“Subsequent Agreement”), or c) proposes, or agrees to a proposed. termination of the Agreement. Upon receipt of the Response, the Noticing Party shall have fifteen (15) days to provide a written reply (the “Reply”) to the Receiving Party indicating whether the Noticing Party will d) continue to use the existing Agreement, e) desires a Subsequent Agreement, or f) agrees to a proposed termination, If the Response and Reply do not reflect mutual consent to either terminate the Agreement or that it continue in its present form without modification, then the Response and Reply shall be treated as the Parties’ mutual written request to commence negotiations for a Subsequent Agreement under Sections 251/252 of the Act in each of the state(s) in which the Subsequent Agreement will apply (“Mutual Negotiation Request”). The date of</i></p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p><i>such Mutual Negotiation Request for the purpose of initiating the statutory one hundred thirty-five (135) day negotiation window shall be the date the Receiving Party receives the Reply, and the Parties shall thereafter promptly commence good faith negotiations for a Subsequent Agreement for such State(s).</i></p> <p><i>2.3.3 The Parties shall continue to provide services to one another pursuant to the rates, terms and conditions set forth in this Agreement until a Subsequent Agreement becomes effective between the Parties, or the Agreement is terminated pursuant to either mutual agreement of the Parties or Section 2.2. Neither Party shall refuse to provide services to the other Party during the negotiation of a Subsequent Agreement or the transition from this Agreement to a Subsequent Agreement.</i></p> <p><i>2.4 The terms of any Subsequent Agreement shall be effective as of the effective date stated in</i></p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.



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			<p><i>such Subsequent Agreement and shall not be applied retroactively unless the Parties agree otherwise.</i></p> <p><i>2.5 If good-faith negotiations do not result in a negotiated Subsequent Agreement, and neither Party files for arbitration within the statutory clock established in the Act under Section 252(b) (or, a mutually agreed extension thereof), then the Agreement shall continue on its original year-to-year basis as provided in Section 2.1 subject to either Party sending a new, timely Notice to re-negotiate or terminate the Agreement as provided in Section 2.3.2.</i></p>			
7.	<p>When and where may it be appropriate to incorporate tariffs or other external materials by reference?</p> <p><i>See and cf.:</i> AT&amp;T Wireless Issue 3; Wireline Issue 3.</p>	<p>GT&amp;C Part A, Section 3 through 3.2 (2a.1, 2a.2, 2a.3), 17.7 (18.7) under “Modification of Agreement”.</p>	<p><b>3. References:</b> References herein to Sections, Paragraphs, Attachments, Exhibits, Parts and Schedules shall be deemed to be references to Sections, Paragraphs, Attachments and Parts of, and Exhibits, Schedules to this Agreement, unless the context shall otherwise require.</p>		<p>Only AT&amp;T’s proposed subsection “References” is appropriate. It should be renumbered as Section 3 and not, however, otherwise include any portion of AT&amp;T’s heading or text of its proposed “Referenced Documents”. It is inappropriate to include a general incorporation by reference provision that enables either party to alter material terms of Agreement via unilateral change to referenced material outside of agreement.</p>	

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					<p>If there are applicable matters outside the Agreement that warrant incorporation by reference then such matters should be specifically identified by ATT within the appropriate section(s) to which such matter may pertain. This language has not previously been necessary and Sprint does not agree there is a need for it now.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
8.	<p>Sprint has requested clarification from AT&amp;T:</p> <p><i>See and cf.:</i> AT&amp;T Wireless, can't find any issue regarding 8.8 BFR process issue even though language is disputed; and, is shown as disputed in Wireline Issue 7a and 7b.</p>	<p>GTC Part A, Section 3.3 (2a.4), 3.4 (2.a.5). See also 17.5 (18.5) under “Modification of Agreement”, 3.5 (2a.6), 3.6 (un-numbered Section), 8.8 (7.8), 34 (37).</p>	<p>Sprint has included question/comment/ edit in redline as well as any minor edits in redline that may also further resolution.</p> <p>3.4 and 17.5 - See Sprint Position statement.. Last sentence of 3.4 2<sup>nd</sup> paragraph that Sprint proposes to move to 17.5:</p> <p>The Parties negotiated the terms and conditions of this Agreement for Interconnection products and/or services as a total arrangement and it is intended to be non-severable.</p>		<p>3.3 - Sprint accepted 1<sup>st</sup> sentence of 3.3. But, as to 2<sup>nd</sup> sentence, what “different” service Term lengths is ATT talking about?</p> <p>AT&amp;T appears to have struck second sentence which resolves 3.3 (2a.4). Need confirmation.</p> <p>3.4 and 17.5 - Sprint agreed with concept of both paragraphs of 3.4 and accepted the first paragraph. But, the 2<sup>nd</sup> paragraph is duplicative of section 17.5. The substantive distinctions between the two appear to be that the last sentence of 3.4 does not appear in 17.5, and 17.5 expressly refers to a party being able to invoke</p>	

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			<p>3.5 – See Sprint Position statement.</p> <p><b>3.6 Non-Voluntary Provisions:</b></p> <p>This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated and/or agreed to by AT&amp;T-9STATE, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively “Non-Voluntary Arrangement(s)”). If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, the Parties agree to follow the <b>Modification of Agreement provisions of the Agreement to re-negotiate such affected provisions. Except to the extent otherwise required by law or regulatory action, the Parties</b> acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required</p>		<p>dispute resolution if negotiation of invalidated provisions is unsuccessful. Sprint proposes to strike the highlighted 2<sup>nd</sup> paragraph from 3.4, but move the last sentence of 2<sup>nd</sup> paragraph to become the last sentence in Section 17.5. AT&amp;T appears to have accepted Sprint’s proposal which resolves sec.3.4 (2a.5) &amp; 17.5 (18.5) . Need confirmation.</p> <p>3.5 - Sprint accepted 3.5. The title, however, is not related to the text; and, the text would appear to be consistent with the concepts contained in Section 34 Indivisibility. Sprint suggests deleting title of 3.5 and moving text to the Section 34 Indivisibility provision.</p> <p>3.6 Sprint generally agrees with concept, and accepts a majority of it. However, there is a cross-reference to “Intervening Law” process that does not otherwise appear in document and should refer to the “Modification of Agreement” provisions; and, also need qualification to last sentence.</p> <p>AT&amp;T appears to have accepted Sprint’s proposal which resolves Sec 3.6 (2a.7.1).</p>	

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			<p>such Non-Voluntary Arrangement.</p> <p><b>8.8</b> Within thirty (30) days after receiving the firm Bona Fide Request quote from AT&amp;T, Sprint will notify AT&amp;T-9STATE in writing of its acceptance or rejection of AT&amp;T’s proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if AT&amp;T-9STATE responds that it cannot or will not offer the requested item in the Bona Fide Request and Sprint deems the item essential to its business operations, and deems AT&amp;T’s position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the dispute may be resolved pursuant to the General Terms and Conditions of this Agreement, <b><i>including the filing for Arbitration pursuant to the Act between the 135<sup>th</sup> and the 160<sup>th</sup> day after AT&amp;T-9STATE receives Sprint’s Bona Fide Request / New Business Request.</i></b></p> <p>Section 34 Indivisibility – added as a separate Issue by AT&amp;T, therefore, Sprint has</p>		<p>8.8 Sprint seeks clarifying language at the end of 8.8 as indicated.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			posed its question in that Issue.			
	AT&T Accepts Sprint's language.	Section 3.7 (2a.8, 2a.8.1)	<p><b>3.7 State-Specific Rates, Terms and Conditions:</b></p> <p>For ease of administration, this multi-state Agreement contains certain specified rates, terms and conditions which apply only in a designated state (“State-Specific terms”). State-specific terms, as the phrase is described above, have been negotiated by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.</p>		<p>Sprint accepts the text of AT&amp;T Section 3.7 as proposed in wireless language but, although it is the same text, has been unnecessarily and inexplicably broken up in AT&amp;T's wireline sections 2a.8, 2a.8.1. Sprint can accept it as a single section.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
9.	<p>What should be the “Notice of Changes – Section 251(c)(5)” provisions?</p> <p>Although not reflected in DPL, AT&amp;T appears to have accepted</p>	GT&C Part A Section 4 (2a.10) and Section 27.5 (29.5)	<p>See revised Section 27.5, which was the Parties original subsection 29.5:</p> <p><b>27.5</b> AT&amp;T-9STATE shall provide notice of network changes and upgrades as required by Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations or other</p>		In the case of longstanding general provision language between the Parties since 2001, absent a change in law, it is inappropriate to require language changes based on whether or not newly proposed AT&T language “from its current standard ... interconnection agreement [is] appropriate”? AT&T's “standard” generic	

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	Sprint's proposal in section 29.8 (Wireline 29.5).		applicable FCC and/or Commission rules.		<p>language is irrelevant. Where AT&amp;T proposes changes to longstanding general provisions, it should bear the burden to justify any change based on proven necessity or Sprint's consent. Absent such necessity or Sprint consent, changes premised simply on AT&amp;T's desires to require cookie-cutter terms and conditions without regard to the Parties longstanding operation under established language is not just and reasonable.</p> <p>AT&amp;T's new Section 4 erroneously extends Section 251(c)(5) to Sprint. The correct applicability of the FCC's rules (i.e. to only AT&amp;T as an ILEC) is stated in AT&amp;T's revised section 27.5, which was the parties' original section Notices subsection 29.5. AT&amp;T new Section 4 needs to be struck.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
10.	What should be the “Responsibilities of the Parties” provisions?	GT&C Part A, Section 5 (2a.11).	Edits to 1 <sup>st</sup> sentence of AT&T's 1 <sup>st</sup> paragraph in Section 5 (2a.11):  <b><i>Each Party is individually responsible to provide the</i></b>		Except for the first sentence of the 1 <sup>st</sup> paragraph of Section 5, which adds unnecessary language that Sprint does not accept Sprint otherwise accepts AT&T Section 5. Sprint's	

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	AT&T appears to have accepted Sprint language in Wireless Sec. 5, but continues to show it as disputed in Sec. 2a.11.1 of the Wireline.		<i><b>non-Interconnection Facilities within its own network that are necessary for routing, transporting and billing traffic that is exchanged subject to this Agreement, and to deliver such traffic to its applicable destination or delivery point.</b></i>		<p>proposed language accepts the first part of the 1<sup>st</sup> sentence of paragraph of Section 5 as written by AT&amp;T, but has deleted the objectionable portion that attempts to dictate the “standard format” for exchanged traffic as unilaterally stated to be the case according to AT&amp;T. Such “standards”, however, are a matter of mutual, not unilateral, interpretation.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p> <p>AT&amp;T appears to have accepted Sprint language in Wireless Sec. 4, but continues to show it as disputed in Sec. 2a.11.1 of the Wireline.</p>	
11.	<p>What should be the “Insurance” provisions?</p> <p><i>See and cf.:</i> AT&amp;T Wireless Issue 4; Wireline Issue 4</p> <p>AT&amp;T acknowledges Sprint’s acceptance of majority of language in</p>	GT&C Part A; Section 6 (2b)	<p><b>6. Insurance</b></p> <p><b>6.1</b> At all times during the term of this Agreement, <b><i>each Party</i></b> shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:</p> <p><b>6.1.1</b> With respect to <b><i>each Party’s</i></b> performance under this Agreement, and in</p>		<p>Sprint accepts the majority of AT&amp;T insurance provisions as proposed in its wireless language. Even these provisions, however, need to be made mutual and require slight company specific edits as indicated in Sprint language (e.g. the need to recognize the availability of proof of insurance via website rather than delivery of certificates of insurance.</p> <p>Sprint does not agree with AT&amp;T’s proposed, but otherwise</p>	

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	Wireline, but continues to show all language disputed in Wireless.		<p>addition to <i>its</i> obligation to indemnify, <b>each Party</b> shall at its sole cost and expense:</p> <p><b>6.1.2</b> maintain the insurance coverage and limits required by this Section and any additional insurance and/or bonds required by law:</p> <p><b>6.1.3</b> at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later;</p> <p><b>6.1.4</b> with respect to any coverage maintained in a “claims-made” policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a “claims-made” policy is maintained, the retroactive date must precede the commencement of work under this Agreement;</p> <p><b>6.1.5</b> require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section from the time when the</p>		<p>unexplained different insurance provisions in wireless language.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p>subcontractor begins work, throughout the term of the subcontractor’s work; and with respect to any coverage maintained on a “claims-made” policy, for two (2) years thereafter:</p> <p><b>6.1.6</b> procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of “A-” or better and a Financial Size Category of “VII” or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers’ Compensation insurance, <b>a Party</b> may procure insurance from the state fund of the state where work is to be performed; and</p> <p><b>6.1.7</b> <i>upon request</i>, deliver to <i>or otherwise make available through web-access, to the requesting Party evidence</i> of insurance stating the types of insurance and policy limits. <b>A Party</b> shall provide or will endeavor to have the issuing insurance company provide at least <b>thirty</b> (30) days advance written notice of cancellation,</p>			

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			<p>non-renewal, or reduction in coverage, terms, or limits to <b><i>the other Party</i></b>. <b><i>A Party</i></b> shall <b><i>also provide such requested evidence or web access:</i></b></p> <p><b>6.1.7.1</b> <b><i>prior to</i></b> commencement of any work <b><i>that requires insurance; and,</i></b></p> <p><b>6.1.7.3</b> for any coverage maintained on a “claims-made” policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later.</p> <p><b>6.2</b> <b>The Parties agree:</b></p> <p><b>6.2.1</b> the failure of <b><i>a Party</i></b> to demand <b><i>evidence of or web access to such evidence of insurance,</i></b> or failure of <b><i>a Party</i></b> to identify a deficiency will not be construed as a waiver of <b><i>the other Party’s</i></b> obligation to maintain the insurance required under this Agreement;</p> <p><b>6.2.2</b> that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect <b><i>a Party</i></b>, nor be deemed as a limitation on <b><i>a Party’s</i></b> liability to <b><i>the other</i></b></p>			

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			<p><b>Party</b> in this Agreement;</p> <p><b>6.2.3</b> <i>A Party may</i> meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and</p> <p><b>6.2.4</b> <i>the insuring Party</i> is responsible for any deductible or self-insured retention.</p> <p><b>6.3</b> <b>The insurance coverage required by this Section includes</b></p> <p><b>6.3.1</b> Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:</p> <p><b>6.3.1.1</b> \$500,000 for Bodily Injury – each accident; and</p> <p><b>6.3.1.2</b> \$500,000 for Bodily Injury by disease – policy limits; and</p> <p><b>6.3.1.3</b> \$500,000 for Bodily Injury by disease – each employee.</p> <p><b>6.3.1.4</b> To the fullest extent allowable by Law, the policy</p>			

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			<p>must include a waiver of subrogation in favor of <b>the other Party</b>, its Affiliates, and their directors, officers and employees.</p> <p><b>6.3.2</b> In the states where Workers' Compensation insurance is a monopolistic state-run system, <b>a Party</b> shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.</p> <p><b>6.3.3</b> Commercial General Liability insurance written on Insurance Service Office (ISO) Form CG 00 01 [<b>Sprint policy is not written on December 2004 version of this form</b>] or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:</p> <p><b>6.3.3.1</b> \$2,000,000 General Aggregate limit; and</p> <p><b>6.3.3.2</b> \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and</p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “**bold italics**” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p><b>6.3.3.3</b> \$1,000,000 each occurrence limit for Personal Injury.</p> <p><b>6.3.4</b> The Commercial General Liability insurance policy must include each Party, its Affiliates, and their directors, officers, and employees as Additional Insureds. <b><i>Upon request, each Party shall provide a copy of or web access to the Additional Insured endorsement to the other Party. The Additional Insured endorsement may either be specific to each Party or may be “blanket” or “automatic” addressing any person or entity as required by contract. Upon request, a copy of or web access to the Additional Insured endorsement must be provided within sixty (60) days of such request, and include a waiver of subrogation in favor of each Party, its Affiliates, and their directors, officers and employees; and be primary and non-contributory with respect to any insurance or self-insurance that is maintained by each Party.</i></b></p> <p><b>6.4</b> This Section is a general statement of insurance</p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a referenced instrument.			
12.	<p>What should be the “Ordering Procedures” provisions?</p> <p><i>See and cf.:</i> AT&amp;T Wireless Issue 5 and Wireline Issue 6.</p>	GT&C Part A, Section 7.1 (4.1)	<p><b>7.Ordering Procedures</b></p> <p><b><i>7.1 Unless contrary to the terms of this Agreement or Applicable Law, the ordering and provision of all services purchased from AT&amp;T-9STATE by Sprint may be set forth in an applicable AT&amp;T-9STATE ordering guide(s). If no such guide exists, the Parties will mutually determine the reasonable steps that are necessary to order and provision a requested service provided pursuant to this Agreement. In the event of a conflict between an AT&amp;T-9STATE ordering guide or process, the terms of this Agreement and applicable law shall control.</i></b></p>		<p>Sprint should not be bound by any AT&amp;T internal guides/procedures/tariffs or unilateral AT&amp;T changes to such guides/procedures/tariffs that would be contrary to the essential terms of this Agreement or Applicable Law.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
13.	<p>What should be the “Parity” provisions?</p> <p>AT&amp;T appears to have accepted Sprint’s language in Wireline</p>	GTC Part A, Section 7.2 (5)	<p><b>7.2 Parity.</b></p> <p>When Sprint [ ] purchases <b><i>services under this Agreement</i></b>, AT&amp;T-9STATE shall provide said services so that the services <b><i>shall be at least</i></b> equal in quality <b><i>to that</i></b></p>		<p>AT&amp;T wireless deleted “Parity” in the wireless context, which Sprint has reinserted. Further, Sprint’s language represents slight modification to original ICA subsection 5 language to more accurately reflect scope of AT&amp;T statutory parity obligations.</p>	

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	section 5.1, but not exactly the same in wireless section 7.2. Does not appear to be substantively different.		<i>provided by AT&amp;T-9STATE to itself, or to any subsidiary, affiliate, or any other party to which AT&amp;T-9STATE provides such services, and on rates, terms, and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms of this Agreement, Section 251(c) and 252 of the Act.</i>		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
14.	<p>What should be the “Law Enforcement” provisions?</p> <p>AT&amp;T doesn’t show any dispute in either DPL. Although it completely accepted Sprint’s language in the Wireless proposed contract it did not accept 8.5 in Wireline. Further, failed to delete duplicative section 24 in the wireless contract, which is the same thing as accepted wireless section 9.6.</p>	GT&C Part A, Section 9 (8), 22.3 (24.3)	<p><b>9. Law Enforcement</b></p> <p><b>9.1</b>AT&amp;T-9STATE and <i>Sprint</i> shall reasonably cooperate with the other Party in handling law enforcement requests as follows:</p> <p><b>9.2</b>Intercept Devices</p> <p><b>9.2.1</b> Local and federal law enforcement agencies periodically request information or assistance (“<b>Requesting Authority</b>”) from <b>a Telecommunications Carrier</b>. When either Party receives a request (“<b>Receiving Party</b>”) associated with an End User of the other Party <b>and the Receiving Party does not provide the network end-office/loop switching (or equivalent facility) functionality to such End</b></p>		<p>It is inappropriate to require language changes based on whether or not newly proposed AT&amp;T language “from its current standard ... interconnection agreement [is] appropriate”? AT&amp;T’s “standard” generic language is irrelevant.</p> <p>In its wireless redlines, ATT struck original Section 8 and proposed a new “Law Enforcement” provision which included the new Intercept / Subpoena / Emergencies language ATT proposes below. Sprint agrees with ATT’s general approach in its wireless redlines that it is unnecessary to have both the original section 8 language <b>and</b> the new ATT language proposed in its wireline redlines - - including both results in unnecessary duplication.</p> <p>Sprint’s edits reflect the fact that</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “**bold italics**” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p><i>User, the Receiving Party will promptly notify the Requesting Authority so that the Requesting Authority may redirect its request to the appropriate Party that provides such functionality, Notwithstanding the foregoing, a Receiving Party shall comply with any valid request of a Requesting Authority to attach a pen register, trap-and-trace or form of intercept on the Receiving Party’s Facilities.</i></p> <p><b>9.3</b> Subpoenas:</p> <p><b>9.3.1</b> If a <i>Receiving Party</i> receives a subpoena (<i>or equivalent legal demand regardless of nomenclature, e.g. warrant</i>) for information concerning an End User the <i>Receiving Party</i> knows to be an End User of the other Party <i>and for whom the Receiving Party has no responsive information, the Receiving Party shall promptly notify the person or entity that caused issuance of such subpoena so that it may redirect its subpoena to the other Party.</i></p> <p><b>9.4</b> Emergencies:</p>		<p>each party is in fact responsible for its own dealings with Requesting Authorities and, therefore, this is not an appropriate area for indemnification from the other party regarding the acting party’s dealings with Requesting Authorities.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p><b>9.4.1</b> If a <b><i>Receiving Party</i></b> receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the <b><i>Receiving Party's</i></b> switch <b><i>regarding an</i></b> End User of the other Party, <b><i>the Receiving Party</i></b> will comply with a valid emergency request.</p> <p><b>9.5</b>Each of the Parties agree to comply with the applicable state and federal law enforcement authorities, laws, and requirements, including but not limited to, the Communications Assistance for Law Enforcement Act (CALEA) and to report to applicable State and Federal law enforcement authorities, <b><i>the Telecommunications Services and related information provided by each of the Parties,</i></b> as required by law.</p> <p>[As cross-referenced in later Section 22.3 Law Enforcement Interface, Sprint suggests moving the following to this location so that similar subject matter material is in one location;]</p> <p><b>9.6 AT&amp;T-9STATE shall provide seven day a</b></p>			

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			<p><i>week/twenty-four hour a day installation and information retrieval pertaining to traps, assistance involving emergency traces and information retrieval on customer invoked CLASS services, including call traces requested by Sprint Security/Network services. AT&amp;T-9STATE shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities.</i></p>			
15.	<p>What should be the “Liability and Indemnification” provisions?</p> <p>AT&amp;T doesn’t show any dispute, although it completely accepted Sprint’s language in the Wireless, but reflects continued disputed language in 9.3 and 9.5 of the Wireline.</p>	GT&C Part A, Original Sections 10 (9a) and 11 (9b)	<p><b>9. Liability and Indemnification</b></p> <p><b>9.1</b> Liabilities of <b>ATT&amp;T-9STATE</b>. Unless expressly stated otherwise in this Agreement, the liability of <b>AT&amp;T-9STATE</b> to Sprint resulting from any and all causes shall not exceed the amounts owing Sprint under the agreement in total.</p> <p><b>9.2</b> Liabilities of Sprint. Unless expressly stated otherwise in this Agreement, the liability of Sprint to <b>AT&amp;T-9STATE</b> resulting from any and all causes shall not exceed the amounts owing</p>		<p>In the case of longstanding general provision language between the Parties since 2001, absent a change in law, it is inappropriate to require language changes based on whether or not newly proposed AT&amp;T language “from its current standard ... interconnection agreement [is] appropriate”? AT&amp;T’s “standard” generic language is irrelevant. Where AT&amp;T proposes changes to longstanding general provisions, it should bear the burden to justify any change based on proven necessity or Sprint’s consent. Absent such necessity or Sprint consent, changes premised simply on AT&amp;T’s</p>	

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			<p><b><i>AT&amp;T-9STATE</i></b> under the agreement in total.</p> <p><b>9.3</b> Each Party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular state) or in any state where it does not file a local service tariff, in an appropriate contract with its customers that relates to the services provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.</p> <p><b>9.4</b> No Consequential Damages. Neither Sprint nor <b><i>AT&amp;T-9STATE</i></b> shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other parties (collectively, “Consequential Damages”)), regardless of the form of</p>		<p>desires to require cookie-cutter terms and conditions without regard to the Parties longstanding operation under established language is not just and reasonable.</p> <p>Sprint does not accept AT&amp;T's new separate Section 10 Limitation of Liability and Section 11 Indemnity - they are not consistent with original language, which did not limit actual damages in specified situations, including willful conduct/gross negligence/certain specific types of claims; and Sprint has re-inserted original Section 9 Liability and Indemnification provisions, with name clean-up edits. Further, AT&amp;T's wireline language did not delete any of the original language and, therefore, ends up with not only duplicative, but internally conflicting provisions.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p>action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the parties knew of the possibility that such damages could result. Each Party hereby releases the other Party and such other Party's subsidiaries and affiliates, and their respective officers, directors, employees and agents from any such claim for consequential damages. Nothing contained in this section shall limit <b>AT&amp;T-9STATE</b>s or Sprint's liability to the other for actual damages resulting from (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property caused by <b>AT&amp;T-9STATE</b>s or Sprint's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this section limit the parties' indemnification obligations as specified herein.</p> <p><b>9.5</b> Obligation to Indemnify and Defend. Each Party shall, and hereby agrees to, defend</p>			

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			at the other’s request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an “Indemnitee”) against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, “Damages”) arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party (“a Claim”) (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the “Indemnifying Party”) in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party’s actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement			

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			<p>of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as “Intellectual Property Rights”) to the extent that such claim or action arises from Sprint or Sprint’s Customer’s use of the services provided under this Agreement.</p> <p><b>9.6</b> Defense; Notice; Cooperation. Whenever the Indemnitee knows or should have known of a claim arising for indemnification under this Section 9, it shall promptly notify the Indemnifying Party of the claim in writing within 30 calendar days and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party’s ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of</p>			

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			<p>such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be</p>			

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			<p>entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee’s expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.</p>			
16.	<p>What should be the “Treatment of Proprietary and Confidential Information” provisions?</p> <p>AT&amp;T appears to have accepted Sprint’s language in Wireless 11 and Wireline 11, but no reference</p>	GT&C Part A, Section 13 (11)	<p><b>13. Treatment of Proprietary and Confidential Information</b></p> <p><b>13.1</b> Proprietary and Confidential Information. It may be necessary for <b>AT&amp;T-9STATE</b> and Sprint, each as the “Discloser,” to provide to the other Party, as “Recipient,” certain proprietary and confidential information (including trade secret information) including but not</p>		<p>In the case of longstanding general provision language between the Parties since 2001, absent a change in law, it is inappropriate to require language changes based on whether or not newly proposed AT&amp;T language “from its current standard ... interconnection agreement [is] appropriate”? AT&amp;T’s “standard” generic language is irrelevant. Where AT&amp;T proposes changes to</p>	

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	on DPLs.		<p>limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the “Information”). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.</p> <p><b>13.2 Use and Protection, Ownership, Copying and Return of Information.</b></p> <p><b><i>13.2.1 Recipient shall use Discloser’s Information solely for the purpose(s) of performing this Agreement,</i></b></p>		<p>longstanding general provisions, it should bear the burden to justify any change based on proven necessity or Sprint’s consent. Absent such necessity or Sprint consent, changes premised simply on AT&amp;T’s desires to require cookie-cutter terms and conditions without regard to the Parties longstanding operation under established language is not just and reasonable.</p> <p>Sprint accepted AT&amp;T’s wireless re-numbering and a majority of proposed edits, but does not accept AT&amp;T’s prohibition against copying, deletion of the various provision regarding scope of use / to whom info can clearly be disclosed, and the copying/return provisions originally set forth in Original subsection 11.2 and 11.3, which Sprint has reinserted. Further, while Sprint generally agrees with AT&amp;T 13.3 Exceptions, and the last sentence of 13.4, AT&amp;T 13.3 language does not a) include clear original requirements that Information obtained from third parties had to have been lawfully obtained by such third parties, or the notice/co-operation process when dealing with third-party request for Information; and, 13.4 limiting language (“solely” for</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p><i>including the enforcement thereof, and agrees to protect such Information provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except as authorized herein, or as otherwise authorized in writing by the Discloser.</i></p> <p><b>13.2.2 Recipient will use the same standard of care to protect Discloser’s Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Discloser’s Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Discloser’s Confidential Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Discloser’s Information; and (c) have personally acknowledged the need to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the</b></p>		<p>negotiations), creates conflict with general concept that Information be used “solely” for purpose of performing/enforcing this Agreement (Sprint subsection 13.2.1 language). Sprint language addresses these issues within subsection 13.3 and 13.4.</p> <p>Sprint language subsections 13.3 Exceptions and 13.4 further use: While Sprint generally agrees with AT&amp;T 13.3 Exceptions, and the last sentence of 13.4, AT&amp;T 13.3 language does not a) include clear original requirements that Information obtained from third parties had to have been lawfully obtained by such third parties, or the notice/co-operation process when dealing with third-party request for Information; and, AT&amp;T new 13.4 limiting language (“solely” for negotiations), creates conflict with general concept that Information be used “solely” for purpose of performing/enforcing this Agreement (Sprint subsection 13.2.1 language). The end result is that AT&amp;T’s new language could be misconstrued to potentially hamstringing a party’s ability to use information as necessary before the Commission or FCC to enforce the Agreement.</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “**bold italics**” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p><i>course of their employment. “Authorized Representatives” are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient’s and its Affiliates’ consultants, contractors, counsel and agents.</i></p> <p><i>13.2.3 Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Discloser’s Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser’s request, all or any requested portion of the Discloser’s Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Discloser’s Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Discloser’s Information has been returned or destroyed.</i></p>		<p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p><b>13.3</b> Exceptions.</p> <p><b>13.3.1</b> Recipient will not have an obligation to protect any portion of the Information which: (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser, <b><i>provided that such source lawfully disclosed or independently developed such information;</i></b> (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.</p> <p><b>13.3.2</b> <b><i>If Recipient is required to provide Discloser’s Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to</i></b></p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p><i>protect as confidential and proprietary all Discloser’s Information disclosed in response to a written court order, subpoena, regulation or process of law.</i></p> <p><b>13.4</b> <i>Recipient may also use Discloser’s Information for the purposes of negotiation, arbitration or resolution of disputes arising out of this Agreement, or a request by a Sprint Affiliate to adopt this Agreement pursuant to Applicable Law. Nothing herein shall prohibit Recipient from providing Information requested by the FCC, a state regulatory agency, or court with jurisdiction over this Agreement.</i></p> <p><b>13.5</b> Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.</p> <p><b>13.6</b> The disclosure of Information neither grants nor</p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p>implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.</p> <p><b>13.7</b> Survival of Confidentiality Obligations. The Parties’ rights and obligations under this Section shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties’ rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.</p> <p><b>13.8</b> <i>AT&amp;T-9STATE</i> shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from Sprint for purposes of soliciting or winning back Sprint’s customers.</p> <p><b>13.9</b> Sprint shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from <b>AT&amp;T-</b></p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p><b>9STATE</b> for purposes of soliciting or winning back <b>AT&amp;T-9STATE’s</b> customers.</p> <p><b>13.10</b> Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies pursuant to this Agreement.</p>			
17.	<p>What should be the “Publicity” provisions?</p> <p>AT&amp;T appears to have accepted Sprint’s language in Wireless 12 and Wireline 1, but not reflected on DPL.</p>	GT&C Part A, Section 14 (12)	<p>Section 14.1 is all that is necessary or appropriate:</p> <p><b>14. Publicity</b></p> <p><b>14.1</b> Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each party shall obtain</p>		Sprint accepted subsection 14.1, which is the party’s original ICA Section 12 language. AT&T’s additional, new proposed sections 14.2 and 14.3 are not accepted because they are so overbroad as to impose prior restraint upon general, legitimate advertising unrelated to this Agreement, which is completely outside the scope of this Agreement.	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			the other Party’s prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party intentionally mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.		Where AT&T proposes changes to longstanding general provisions, it should bear the burden to justify any change based on proven necessity or Sprint’s consent. Absent such necessity or Sprint consent, such changes serve no purpose, and are not just and reasonable.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.  AT&T appears to have accepted Sprint’s language in Wireless 12 and Wireline 12.	
18.	Sprint: What should be the “Assignment” provisions?  AT&T has now separated “Assignment” and “Corporate Name Change” into separate sections, accepted Sprint Assignment language (with correct title in Wireline but wrong title in Wireless), but still seeks to impose its	GT&C Part A, Section 15 (13)	<b>15. Assignment</b>  <b>15.1 A Party</b> may not assign or transfer this Agreement nor any rights or obligations hereunder, whether by operation of law or otherwise, to a non-Affiliated Third Party without the prior written consent of <b><i>the other Party</i></b> . Any attempted assignment or transfer that is not permitted is void ab initio.  <b>15.2 A Party</b> may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days		In the case of longstanding general provision language between the Parties since 2001, absent a change in law, it is inappropriate to require language changes based on whether or not newly proposed AT&T language “from its current standard ... interconnection agreement [is] appropriate”? AT&T’s “standard” generic language is irrelevant. Where AT&T proposes changes to longstanding general provisions, it should bear the burden to justify any change based on proven necessity or Sprint’s consent. Absent such necessity or Sprint consent, changes premised simply on AT&T’s desires to require cookie-cutter	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.



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	<p>“Corporate Name Change provisions”.</p> <p><i>See and cf.:</i> AT&amp;T Wireless Issue 6 and Wireline Issue 8</p>		<p>advance written notice of such assignment or transfer to <b><i>the other Party</i></b>, provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate’s obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. <b><i>[struck 2<sup>nd</sup> sentence]</i></b>Any attempted assignment or transfer that is not permitted herein is void ab initio.</p>		<p>terms and conditions without regard to the Parties longstanding operation under established language is not just and reasonable.</p> <p>Sprint does not accept any of subsection 15.3 or 15.4 and, therefore, does not agree to the Section title change.</p> <p>Sprint can accept AT&amp;T 15.1 language if it is made mutual and the term “non-affiliated” has the “affiliated” capitalized in order to tie it back into the defined term “Affiliate”. Sprint can accept AT&amp;T 15.2 language if it is made mutual and the second sentence is stricken. There is no basis for an assignment restriction premised upon whether or not an Affiliate already has an ICA with AT&amp;T-9STATE. Regarding 15.3 and 15.4, there is no legitimate basis for AT&amp;T to attempt to charge Sprint for AT&amp;T internal record keeping issues, much less attempt to impose such charges on a unilateral basis. This appears to be veiled attempt to impose purported internal, yet undisclosed, record-keeping process changes that may even be associated with the Sprint – Nextel merger that occurred years ago. As demonstrated by BellSouth’s own merger with AT&amp;T, mergers and corporate</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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					<p>changes occur, and internal record keeping changes are costs of doing business, rather than “costs” that may be shifted by one party to the other party that may experience a corporate name or company code change, and multiplying such “costs” by imposing them on an individual “BAN” and/or circuit ID level.</p> <p>AT&amp;T’s further, wireline-specific provisions, 13.8 and 13.9 should be struck. If ATT is seeks to change any of the original language, then the revised language should be equally applicable to all parties - that is why 13.1 should be made mutual. If ATT seeks to assign to a non-affiliate third-party (under any scenario) and obtain a release of its obligations under this Agreement, then such assignment should be subject to negotiation of Sprint consent pursuant to 13.1, resulting in no continuing reason for separate 13.8 or 13.9.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
19.	What should be the “Resolution	GT&C Part A, Section 16	<b>16. Resolution of Disputes</b>		Sprint accepted AT&T wireless edits and renumbering of original	

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	<p>of Disputes” provisions? <i>See and cf:</i> Wireless and Wireline Sec. 14.1 &amp; 14.2. AT&amp;T appears to accept Sprint’s language at 14.1 &amp; 14.2 but does not reflect it on either DPL. At AT&amp;T Wireline Issue 9, AT&amp;T inserts 14a.1 through 14a.7 in the Wireline DPL which Sprint disputes in it’s entirety but AT&amp;T still shows some language as accepted in it proposed Wireline contract.</p>	<p>(14; new AT&amp;T wireline-specific 14a.1 – 14a.7)</p>	<p><b>16.1</b> Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, then if the aggrieved Party elects to pursue such dispute, the aggrieved Party may petition the FCC or Commission for a resolution of the dispute. Until the dispute is finally resolved, each Party shall continue to perform its obligations under this Agreement and shall continue to provide all services and payments as prior to the dispute provided, however, that neither Party shall be required to act in any unlawful fashion. If the issue is as to how or whether to perform an obligation, the Parties shall continue to operate under the Agreement as they were at the time the dispute arose. This provision shall not preclude the Parties from seeking other legal remedies. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.</p> <p><b>16.2</b> The foregoing Section notwithstanding, except to the extent the</p>		<p>Section 14 Resolution of Disputes to Section 16, subject to all final numbering clean-up.</p> <p>Original Section 14, which is all that AT&amp;T proposed in its wireless-language with minor edits, is all that has been, or continues to be, necessary for a Party bring a dispute before the Commission, FCC and obtain court review. Sprint does not accept nor agree that it is in anyway appropriate for AT&amp;T to attempt to force a complex Dispute resolution procedure upon competing carriers as proposed in its new wireline-specific 14a.1 through 14a.7 process that, ultimately, can even result in mandatory AAA arbitration in Georgia.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			Commission is authorized to grant temporary equitable relief with respect to a dispute arising as to the enforcement of terms and conditions of this Agreement, and/or as to the interpretation of any provision of this Agreement, this Section shall not prevent either Party from seeking any temporary equitable relief, including a temporary restraining order, in a court of competent jurisdiction.			
20.	Sprint: What should be the “Taxes” provisions?  <i>See and cf:</i> Wireless proposed contract which appears to accept Sprint’s language now at Sec. 15, although it continues to show it in bold and no DPL issue; and Wireline Issue 10 which fails to reflect all of AT&T’s disputed proposed language as contained in its	GT&C Part A, Section 17 (15)	<b>17 Taxes</b>  <b>17.1</b> Except as otherwise provided in this Section, with respect to any purchase of products or services under this Agreement, if any Tax is required or permitted by Applicable Law to be billed to and/or collected from the purchasing Party by the providing Party, then: (i) the providing Party shall have the right to bill the purchasing Party for such Tax; (ii) the purchasing Party shall pay such Tax to the providing Party; and (iii) the providing Party shall pay or remit such Tax to the respective Governmental Authority. Whenever possible, Taxes shall be billed as a separate item on the invoice; provided,		Sprint accepted AT&T proposed wireless language renumbering and edits of original Section 15 Taxes, except for text of 17.6. Regarding subsection 17.6, Sprint’ considers this to be an erroneous, overbroad and clearly inapplicable Texas provision. Further, Sprint does not accept the various unnecessary and unexplained differences contained in AT&T’s proposed wireline language (e.g. its 15.2 and 15.3).  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	proposed contract.		<p>however, that failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate Governmental Authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. If the providing Party fails to bill the purchasing Party for a Tax at the time of billing the products or services to which the Tax relates, then as between the providing Party and the purchasing Party, the providing Party shall be liable for any penalties or interest thereon. However, if the purchasing Party fails to pay any Tax properly billed by the providing Party, then, as between the providing Party and the purchasing Party, the purchasing Party shall be solely responsible for payment of the Tax and any penalties or interest thereon. Subject to the provisions of this Section governing contests of disputed Taxes, the purchasing Party shall be liable for and the providing Party may collect from the</p>			

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			<p>purchasing Party any Tax, including any interest or penalties for which the purchasing Party would be liable under this subsection, which is assessed or collected by the respective Governmental Authority; provided, however, that the providing Party notifies the purchasing Party of such assessment or collection within the earlier of (i) sixty (60) calendar days following the running of the applicable statute of limitations period for assessment or collection of such Tax, including extensions, or (ii) six (6) years following the purchasing Party's payment for the products or services to which such Tax relates.</p> <p><b>17.2</b> To the extent a purchase of products or services under this Agreement is claimed by the purchasing Party to be exempt from a Tax, the purchasing Party shall furnish to the providing Party an exemption certificate in the form prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. Prior to receiving</p>			

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Sprint Kentucky Issues-Language-Position Statements Provided to AT&T as of 02-02-2010, With Further Clean-up as of 03-09-2010

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			<p>such exemption certificate and any such other required information or documentation, the providing Party shall have the right to bill, and the purchasing Party shall pay, Tax on any products or services furnished hereunder as if no exemption were available, subject to the right of the purchasing Party to pursue a Claim for credit or refund of any such Tax pursuant to the provisions of this Section and the remedies available under Applicable Law. If it is the position of the purchasing Party that Applicable Law exempts or excludes a purchase of products or services under this Agreement from a Tax, or that the Tax otherwise does not apply to such a purchase, but Applicable Law does not also provide a specific procedure for claiming such exemption or exclusion or for the purchaser to contest the application of the Tax directly with the respective Governmental Authority prior to payment, then the providing Party may in its discretion agree not to bill and/or not to require payment of such Tax by the purchasing Party, provided that the purchasing Party (i) furnishes</p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p>the providing Party with any exemption certificate requested by and in the form prescribed by the providing Party, (ii) furnishes the providing Party with a letter signed by an officer of the purchasing Party setting forth the basis of the purchasing Party’s position under Applicable Law; and (iii) furnishes the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any Tax, interest, penalties, loss, cost or expenses (including attorney fees) that may be incurred by the providing Party in connection with any Claim asserted or actions taken by the respective Governmental Authority to assess or collect such Tax from the providing Party.</p> <p><b>17.3</b> To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section above, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing</p>			

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			<p>Party contest (in either case at the purchasing Party’s expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the providing Party as a result of any contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not limited to a decision that the disputed Tax will be contested by pursuing a Claim for credit or refund; (iii) except to the extent that the providing Party has agreed pursuant to this Section above not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending</p>			

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			<p>the outcome of such contest. In the event that a disputed Tax is to be contested by pursuing a Claim for credit or refund, if requested in writing by the purchasing Party, the providing Party shall facilitate such contest (i) by assigning to the purchasing Party its right to claim a credit or refund, if such an assignment is permitted under Applicable Law; or (ii) if an assignment is not permitted, by filing and pursuing the Claim on behalf of the purchasing Party but at the purchasing Party's expense. Except as otherwise expressly provided in this Section above, nothing in this Agreement shall be construed to impair, limit, restrict or otherwise affect the right of the providing Party to contest a Tax that could be assessed against or collected from it by the respective Governmental Authority. With respect to any contest of a disputed Tax resulting in a refund, credit or other recovery, as between the purchasing Party and the providing Party, the purchasing Party shall be entitled to the amount that it previously paid, plus any applicable interest allowed on the recovery that is</p>			

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			<p>attributable to such amount, and the providing Party shall be entitled to all other amounts.</p> <p><b>17.4</b> If either Party is audited by or on behalf of a Governmental Authority with respect to a Tax, and in any contest of a Tax by either Party, the other Party shall cooperate fully and timely by providing records, testimony and such additional information or assistance as may reasonably be necessary to expeditiously resolve the audit or pursue the contest.</p> <p><b>17.5</b> All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section above shall be sent in accordance with Section above hereof.</p>			
21.	<p>What should be the “Force Majeure” provisions?</p> <p><i>See and cf.:</i> AT&amp;T appears to have accepted Sprint’s Force Majeure language in</p>	GT&C Part A, second Section 15 (16)	<p><b>15. Force Majeure</b></p> <p>In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire flood, earthquake or like acts of God, wars, revolution, riots, insurrections, explosion,</p>		In the case of longstanding general provision language between the Parties since 2001, absent a change in law, it is inappropriate to require language changes based on whether or not newly proposed AT&T language “from its current standard ... interconnection agreement [is] appropriate”? AT&T’s “standard” generic	

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	Wireless and Wireline Sec. 16, but does not reflect that on the DPLs.		terrorists acts, nuclear accidents, power blackouts, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.		<p>language is irrelevant. Where AT&amp;T proposes changes to longstanding general provisions, it should bear the burden to justify any change based on proven necessity or Sprint’s consent. Absent such necessity or Sprint consent, changes premised simply on AT&amp;T’s desires to require cookie-cutter terms and conditions without regard to the Parties longstanding operation under established language is not just and reasonable.</p> <p>Sprint language is the Parties’ original Section 16 Force Majeure language. AT&amp;T’s new language encompasses more than is typically considered FM (e.g. “cable cuts”), has also left out the concept that to be FM any delay is not caused by the fault or negligence of the affected party, and excludes a party’s payment obligation notwithstanding the fact that various identified FM events could in fact make it impossible for timely payment to occur.</p>	
	AT&T Accepted Sprint’s Language	GT&C Part A, Section 16 (17)	AT&T-9STATE shall make agreements available to Sprint in accordance with 47 USC § 252(i) and 47 C.F.R. § 51.809.		<p>No Dispute over language.</p> <p>This/these provision(s) should be substantively the same whether</p>	

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	“Adoption of Agreements”				a single ICA or two separate ICAs are used.	
22.	<p>What should be the “Modification of Agreement” provisions?</p> <p><i>See and cf.:</i> Wireless Issue 7 and Wireline Issue 11 – AT&amp;T DPLs and proposed contracts do not accurately depict as between such documents or the parties as to what is disputed / accepted.</p>	GT&C Part A, second Section 17 (18)	<p><b>17. Modification of Agreement</b></p> <p><b>17.1</b> No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective unless it is made in writing and duly signed by the Parties.</p> <p><b>17.2</b> If Sprint changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Sprint to notify AT&amp;T-9STATE of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.</p> <p><b>17.3</b> Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any</p>		<p>Sprint does not generally oppose Section 17.5 and has accepted it as re-written. As previously indicated with regard to Section 3.4 (which Sprint also does not generally oppose) the 2<sup>nd</sup> paragraph of Section 3.4 was duplicative of Section 17.5, except for the last sentence of Section 3.4. Sprint has proposed to strike the duplicative 3.4 and, as indicated, move the non-duplicative sentence of 3.4 into Section 17.5 as its last sentence. Further edits made to 17.7 are to address concepts raised in AT&amp;T new section 3.2.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p>such decision(s).</p> <p><b>17.4</b> In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Sprint or AT&amp;T-9STATE to perform any material terms of this Agreement, Sprint or AT&amp;T-9STATE may, on thirty (30) days’ written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.</p> <p><b>17.5</b> If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to as closely reflect the original intent of the</p>			

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			<p>Parties as possible, consistent with Applicable Law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in <b><i>this Agreement. The Parties negotiated the terms and conditions of this Agreement for Interconnection products and/or services as a total arrangement and it is intended to be non-severable.</i></b></p> <p><b>17.6</b> To the extent the BFR process set forth herein does not apply, upon delivery of written notice of at least thirty (30) days, either Party may request negotiations of the rates, prices and charges, terms, and conditions not now covered by this Agreement.</p> <p><b>17.7</b> Nothing in this Agreement shall preclude Sprint from purchasing any services or <b><i>Facilities</i></b> under any applicable and effective AT&amp;T-9STATE tariff <b><i>or subsequent service offering that results from detariffing/deregulation</i></b></p>			

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			<p><i>(collectively “tariffs/service offerings”) to implement rights or obligations under this Agreement.</i> Each party hereby incorporates by reference those provisions of its tariffs/<b>service offerings</b> that govern the provision of any of the services or Facilities provided hereunder.</p> <p><b>References to tariffs throughout this Agreement shall be to the currently effective tariff/service offering for the state or jurisdiction in which the services were provisioned.</b></p> <p>In the event of a conflict between a provision of this Agreement and a provision of an applicable tariff/<b>service offering</b>, the Parties agree to negotiate in good faith to attempt to reconcile and resolve such conflict. If any provisions of this Agreement and an applicable tariff/<b>service offering</b> cannot be reasonably construed or interpreted to avoid conflict, and the Parties cannot resolve such conflict through negotiation, such conflict shall be resolved as follows:</p> <p><b>17.7.1</b> Unless otherwise provided herein, if the service or Facility is ordered from the tariff/<b>service offering</b>, the</p>			

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			<p>terms and conditions of the tariff/<b>service offering</b> shall prevail.</p> <p><b>17.7.2</b> If the service is ordered <b>to implement rights or obligations under</b> this Agreement [<b>Sprint ok with strike here of “(other than resale)”</b>], and the Agreement expressly references a term, condition or rate of a tariff, such term, condition or rate of the tariff shall prevail.</p> <p><b>17.7.3</b> If the service is ordered <b>to implement rights or obligations under</b> this Agreement, and the Agreement references the tariff for purposes of the rate only, then to the extent of a conflict as to the terms and conditions in the tariff/<b>service offering</b> and any terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.</p> <p><b>17.8</b> The Parties intend that any additional services agreed to by both Parties relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.</p>			
23.	What should be	GT&C Part A,	<b>19 Governing Law</b>		In the case of longstanding	

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	<p>the “Governing Law” provisions?</p> <p><i>See and cf.:</i> AT&amp;T does not show this as an issue on either of its DPLs. It appears to “accept” the second sentence of Sprint’s proposed language in it’s proposed Wireless contract and only the first sentence of Sprint’s proposed language in the Wireline contract. But, does not show it as disputed in either proposed contract the language it has not accepted.</p>	Section 19 (20)	<p>This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State in which the services are being ordered, without regard to its conflict of laws principles. Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection products and/or services at issue are furnished or sought shall apply, without regard to that state’s conflict of laws principles.</p>		<p>general provision language between the Parties since 2001, absent a change in law, it is inappropriate to require language changes based on whether or not newly proposed AT&amp;T language “from its current standard ... interconnection agreement [is] appropriate”? AT&amp;T’s “standard” generic language is irrelevant. Where AT&amp;T proposes changes to longstanding general provisions, it should bear the burden to justify any change based on proven necessity or Sprint’s consent. Absent such necessity or Sprint consent, changes premised simply on AT&amp;T’s desires to require cookie-cutter terms and conditions without regard to the Parties longstanding operation under established language is not just and reasonable.</p> <p>Sprint accepts the first two new AT&amp;T proposed sentences as substitute for prior single-sentence of the provision, but does not accept AT&amp;T language regarding personal jurisdiction or venue in specified places. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
24.	What should be the “Audit”	GT&Cs part A; Section 20	<b>20. Audits</b>		Where AT&T proposes changes to longstanding general	

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	<p>provisions?</p> <p><i>See and cf:</i> Wireless and Wireline Sec. 14.1 &amp; 14.2. AT&amp;T appears to accept Sprint's language at 14.1 &amp; 14.2 but does not reflect it on either DPL.</p>	<p>(21), and the same provisions were included by AT&amp;T in Attachment 7 Billing, Section 4</p>	<p><b>20.1.1</b> Subject to <b><i>a Billing Party's</i></b> reasonable security requirements and except as may be otherwise specifically provided in this Agreement, <b><i>the Billed Party</i></b> may audit <b><i>the Billing Party's</i></b> books, records and other documents once in each 12 month period for the purpose of evaluating the accuracy of <b><i>the Billing Party's</i></b> billing and invoicing. Such audit may include examination of the flow of call detail records from <b><i>the Billing Party's</i></b> switch to <b><i>the Billing Party's</i></b> internal systems to the usage file transmitted to <b><i>the Billed Party</i></b>. <b><i>The Billed Party</i></b> may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof to <b><i>the Billing Party</i></b>.</p> <p><b>20.1.2</b> <b><i>The Parties also must mutually agree on a written scope of the audit and the billing and invoices to be audited prior to the initiation of the audit.</i></b></p> <p><b>20.1.3</b> <b><i>The Billing Party</i></b> shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by</p>		<p>provisions, it should bear the burden to justify any change based on proven necessity or Sprint's consent. Absent such necessity or Sprint consent, changes premised simply on AT&amp;T's desires to require cookie-cutter terms and conditions without regard to the Parties longstanding operation under established language is not just and reasonable.</p> <p>Sprint's language uses original Section 21. Audit and Examinations language as Section 20, has made the same mutual, incorporated the AT&amp;T provision that Parties must agree on written scope of audit prior to initiation of audit:, and proposes to change aggregate deviation percentage from 2% to 3% .</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p><i>the Billed Party</i> in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the procedures described in Section ---, Resolution of Disputes, of the General Terms and Conditions of this Agreement.</p> <p><b>20.1.4 The Billing Party</b> shall cooperate fully in any such audit, providing reasonable access to any and all appropriate <b>Billing Party</b> employees and books, records and other documents reasonably necessary to assess the accuracy of <i>the Billing Party's</i> bills.</p> <p><b>20.1.5</b> Third party audits requested by <i>a Billed Party</i> shall be at <i>the Billed Party's</i> expense, subject to reimbursement by <b>the Billing Party</b> in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by <i>the Billed Party</i> hereunder by an amount that is, on an annualized basis, greater than <b>three percent (3%)</b> of the aggregate charges for the <u>services</u> during the period covered by the audit. In</p>			

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			<p>the event the audit is not conducted by a third party, each Party shall bear its own expense incurred in conducting the audit.</p> <p><b>20.1.6</b> Upon (i) the discovery by <b>a Party</b> of overcharges not previously reimbursed to <b>the other Party</b> or (ii) the resolution of disputed audits, <b>the overcharging Party</b> shall promptly reimburse <b>the other Party</b> the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.</p> <p><b>20.1.7</b> This Section shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.</p>			
	“Remedies”	GT&C Part A, Section 21 (22)	<p><b>21. Remedies</b></p> <p><b>21.1</b> In addition to any other rights or remedies, and unless specifically provided here and</p>		<p>No Dispute over language.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p>to the contrary, either Party may sue in equity for specific performance, where authorized under applicable law.</p> <p><b>21.2</b> Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.</p>		ICAs are used.	
25.	<p>What should be the “Network Security” provisions?</p> <p><i>See and cf:</i> Wireless Sec. 23 and Wireline Sec. 24 AT&amp;T appears to accept Sprint’s language but does not reflect it on either DPL.</p>	GTC Part A, Section 24	<p><b>24. Network Security</b></p> <p><b>24.1</b> Protection of Service and Property</p> <p><b>24.1 AT&amp;T-9STATE</b> shall exercise the same level of care it provides itself to prevent harm or damage to Sprint, its employees, agents or customers, or their property. <b>AT&amp;T-9STATE</b> agrees to take reasonable and prudent steps to ensure</p>		<p>Sprint reinserted original Section 24 Network Security provisions so as to apply to both wireless and wireline, and cleaned-up names.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p>the adequate protection of Sprint property located within <b>AT&amp;T-9STATE</b> premises including, but not limited to:</p> <p><b>24.1.1.</b> Restricting access to Sprint equipment, support equipment, systems, tools and data, or spaces which contain or house Sprint equipment enclosures, to Sprint employees and other authorized non-Sprint personnel to the extent necessary to perform their specific job function.</p> <p><b>24.1.2</b> Assuring that the physical security and the means of ingress and admission to spaces that house Sprint equipment or equipment enclosures are equal to or exceed those provided for <b>AT&amp;T-9STATE</b> pursuant to <b>AT&amp;T-9STATE</b> Admissions Practices.</p> <p><b>24.1.3</b> Limiting the keys used in its keying systems for spaces which contain or house Sprint equipment or equipment enclosures to its employees and representatives for emergency access only. Sprint shall further have the right to change locks on all</p>			

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			<p>spaces where deemed necessary for the protection and security of such spaces. In such an event, Sprint shall provide <b>AT&amp;T-9STATE</b> with replacement keys.</p> <p><b>24.1.4</b> Insuring that doors that provide access to Sprint equipment enclosures are equipped to protect against removal of hinge pins.</p> <p><b>24.1.5</b> Installing controls and logical security:</p> <ul style="list-style-type: none"> <li>• to disconnect a user for a pre-determined period of inactivity on authorized ports;</li> <li>• to protect customer proprietary information;</li> <li>• to databases to ensure both ongoing operational and update integrity;</li> <li>• to assure that all approved system and modem access be secured through security servers and that access to or connection with a network element shall be established through a secure network or security gateway;</li> <li>• to provide security in accordance with <b>AT&amp;T-9STATE</b> Design, Development, Maintenance and Administration Security Standards for Network Elements, Network Element Support Systems, and other</li> </ul>			

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			Computer Systems.			
	“Relationship of Parties” and “No Third Party Beneficiaries”	GT&C Part A, Section 23 & 24 (25 & 26)	<p><b>23. Relationship of Parties</b></p> <p>It is the intention of the Parties that AT&amp;T-9STATE be an independent contractor and nothing contained herein shall constitute the Parties as joint ventures, partners, employees, or agents of one another, and neither party shall have the right or power to bind or obligate the other.</p> <p><b>24. No Third Party Beneficiaries</b></p> <p>The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.</p>		<p>No Dispute over language.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
26.	<p>What should be the “Survival” provision?</p> <p><i>See and cf:</i> Wireless and Wireline Sec. 27. AT&amp;T appears to accept Sprint’s</p>	GT&C Part A, Section 25 (27)	<p><b>25. Survival</b></p> <p>Any provision of this Agreement or its Attachments, that by its nature should survive the expiration or termination of this Agreement, shall so survive.</p>		In the case of longstanding general provision language between the Parties since 2001, absent a change in law, it is inappropriate to require language changes based on whether or not newly proposed AT&T language “from its current standard ... interconnection	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	language but does not reflect it on either DPL.				<p>agreement [is] appropriate”? AT&amp;T’s “standard” generic language is irrelevant. Where AT&amp;T proposes changes to longstanding general provisions, it should bear the burden to justify any change based on proven necessity or Sprint’s consent. Absent such necessity or Sprint consent, changes premised simply on AT&amp;T’s desires to require cookie-cutter terms and conditions without regard to the Parties longstanding operation under established language is not just and reasonable.</p> <p>Only 1<sup>st</sup> sentence of AT&amp;T edit is appropriate, which is the Parties’ original Section 27 Survival provision.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
27.	<p>What should be the “Responsibility for Environmental Hazards” provisions?</p> <p><i>See and cf.:</i> AT&amp;T does not</p>	GT&C Part A, Section 26 (28)	<p><b>26. Responsibility for Environmental Hazards</b></p> <p><b>26.1</b> Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person</p>		<p>Sprint accepted AT&amp;T re-numbering and revisions to original Section 28 Responsibility for Environmental Hazards as re-numbered Section 26 and made name edits.</p> <p>AT&amp;T wireline edits appear to be a combination of the Parties original Section 28 <b><i>and</i></b> the new</p>	

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	<p>show this as an issue on either of its DPLs. AT&amp;T appears to accept Sprint proposed language in wireless section 28 even though it is depicted in “bold”; and, appears to show section 28.1 through 28.8 as “accepted” when they are not, and then shows sections 28.9 through 28.11 (which is language accepted in the wireless) as disputed.</p>		<p>acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law. Hazardous Substances means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above. “Environmental Hazard” means (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such</p>		<p>AT&amp;T wireless language which was proposed as a revision to the original Section, and which Sprint is willing to accept. Sprint does not, however, accept the unnecessary duplication that results in the AT&amp;T wireline language.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p>concentrations, (ii) asbestos containing materials, or (iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.</p> <p><b>26.2</b> Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&amp;T-9STATE shall, at <b><i>Sprint's</i></b> request, indemnify, defend, and hold harmless <b><i>Sprint</i></b>, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a Claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&amp;T-9STATE or any person acting on behalf of AT&amp;T-9STATE, or the subsequent</p>			

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			<p>storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&amp;T-9STATE or any person acting on behalf of AT&amp;T-9STATE, or (iii) the presence at the work location of an Environmental Hazard for which AT&amp;T-9STATE is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&amp;T-9STATE or any person acting on behalf of AT&amp;T-9STATE.</p> <p><b>26.3</b> Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, <i><b>Sprint</b></i> shall, at AT&amp;T-9STATE's request, indemnify, defend, and hold harmless AT&amp;T-9STATE, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a Claim, demand, suit, or proceeding</p>			

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			<p>for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by <b>Sprint</b> or any person acting on behalf of <b>Sprint</b>, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by <b>Sprint</b> or any person acting on behalf of <b>Sprint</b>, or (iii) the presence at the work location of an Environmental Hazard for which <b>Sprint</b> is responsible under Applicable Law or a Hazardous Substance introduced into the work location by <b>Sprint</b> or any person acting on behalf of <b>Sprint</b>.</p>			
28.	<p>Sprint: What should be the “Notices” provisions?</p> <p><i>See and cf.:</i> AT&amp;T Wireless Issue 8 and Wireline Issue 12, and</p>	<p>Sprint: GT&amp;C Part A, Section 27</p>	<p><b>27. Notices</b></p> <p><b><i>27.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and, unless otherwise expressly required by this Agreement</i></b></p>		<p>Sprint’s edits are directed at ensuring written notice is received in a confirmable manner; making clear that AT&amp;T cannot use its Accessible Letter process as a substitute for the Agreement notice process; ensuring a minimum notice period for discontinued services.</p>	

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	<p>corresponding proposed contract sections 29. AT&amp;T does not consistently include and accurately depict all of Sprint proposed language as between AT&amp;T’s DPLs and proposed contracts, nor is AT&amp;T consistent in its own positions as to what it “accepts” of the Sprint proposed language that it does depict in both places (see e.g. wireless 29.3 and Wireline 29.2a.1).</p>		<p><b><i>to be delivered to another representative or point of contact, shall be delivered (i) in person, (ii) by express overnight delivery service, or (iii) by either first class or certified U.S. Postal service, with postage prepaid and return receipt requested, to:</i></b></p> <p>AT&amp;T Contract Management ATTN: Notices Manager 311 S. Akard, 9th Floor Four AT&amp;T Plaza Dallas, TX 75202-5398 214-464-2006</p> <p>Sprint:</p> <p><b><i>Sprint Manager, ICA Solutions 6330 Sprint Parkway Mailstop KSOPHA0310- 3B268 Overland Park, KS 66251 (913) 762-4847 (for overnight mail use)</i></b></p> <p style="text-align: center;"><b><i>And</i></b></p> <p><b><i>P.O. Box 7954 Shawnee Mission, KS 66207-0954</i></b></p> <p style="text-align: center;"><b><i>With a copy to:</i></b></p> <p><b><i>Sprint Legal ATTN: Telecom</i></b></p>		<p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p><i>Management Privacy Group</i>  <i>Mailstop: KSOPHN0312-3A318</i>  <i>6450 Sprint Parkway</i>  <i>Overland Park, KS 66251</i>  <i>(913) 315-9792 (for overnight mail use)</i></p> <p style="text-align: center;"><i>And</i></p> <p><i>Legal/Telecom Mgmt Privacy Group</i>  <i>P.O. Box 7966</i>  <i>Shawnee Mission, KS</i>  <i>66207-0966</i></p> <p>or at such other address as the intended recipient previously shall have designated by written notice to the other Party.</p> <p><b><i>27.2 Unless otherwise provided in this Agreement, notice will be deemed given as of the earliest of (i) actually receipt, or (i) where delivered by express delivery or U.S. mail, return receipt, as of the date it is officially recorded as delivered by the return receipt or equivalent.</i></b></p> <p><b>27.3</b> Either Party may unilaterally change its designated contact name, and/or address for the receipt</p>			

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			<p>of notices by giving written notice to the other Party in compliance with Section ___above. Any notice to change the designated contact name, and/or address for the receipt of notices shall be deemed effective ten (10) calendar days following receipt by the other Party.</p> <p><b>27.4 AT&amp;T Accessible Letter Notification Process</b></p> <p><b>27.4.1 AT&amp;T-9STATE communicates pertinent information intended for an industry-wide audience via its Accessible Letter notification process. This process involves electronic transmission and posting to the AT&amp;T Prime Access (wireless) or CLEC Online (wireline) website, as applicable, of a variety of subjects, including changes on business processes and policies. Also, significant updates on products/services (which may include deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services) and</b></p>			

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			<p><i>operational issues, are conveyed through Accessible Letter notification.</i></p> <p><b>27.4.2</b> In the AT&amp;T-9STATE’s, Accessible Letter notification will be via electronic mail (e-mail) distribution and will be deemed given as of the date set forth on the e-mail message.</p> <p><b>27.4.3</b> <i>Sprint</i> may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.</p> <p><b>27.4.4</b> <i>The Parties acknowledge that AT&amp;T’s accessible letter notification process is not intended and cannot be used by AT&amp;T for the purpose of making any unilateral change regarding a subject matter governed by, or the implementation of, this Agreement.</i></p> <p>27.5 AT&amp;T-9STATE shall not discontinue any service without providing Sprint <b><i>the prior written notice of discontinuation of any service as may be required by Applicable Law and, if there is no such</i></b></p>			

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			<p><i>requirement or it is less than forty-five (45) days, then AT&amp;T-9STATE shall provide Sprint at least</i> forty-five (45) days’ prior written notice of such discontinuation of such service. AT&amp;T-9STATE agrees to cooperate with Sprint with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service. If available, AT&amp;T-9STATE will provide substitute services and elements.</p> <p><b>27.5</b> AT&amp;T-9STATE shall provide notice of network changes and upgrades as required by Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations or other applicable FCC and/or Commission rules.</p>			
	<p>“Rule of Construction”; “Headings of No Force or Effect”; “Multiple Counterparts”.</p>	<p>GT&amp;C Part A, Section 28, 29, 30 (30, 31, 32)</p>	<p><b>28. Rule of Construction</b></p> <p>No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.</p> <p><b>29. Headings of No Force or Effect</b></p>		<p>No Dispute over language.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p>The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.</p> <p><b>30. Multiple Counterparts</b></p> <p>This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.</p>			
29.	<p>Sprint What “Implementation of Agreement” provisions are appropriate?</p> <p><i>See and cf.:</i> AT&amp;T Wireless Issue 9 and Wireline Issue 13, and corresponding proposed contract sections 33. AT&amp;T inconsistently shows disputed language in</p>	Sprint: GT&C Part A, Section 31 (33)	<p><b>33. Implementation of Agreement</b></p> <p><b><i>33.1 To the extent necessary to implement this Agreement (i.e., changes to the Parties’ existing arrangements in effect as of the Effective Date),</i></b> within 60 days of <b>Commission approval</b> of this Agreement (or such other time period as the parties mutually agree upon) the Parties will adopt a schedule for the implementation of the Agreement.</p>		AT&T’s wireless language proposes a single sentence regarding “Implementation”, whereas AT&T wireline language propose complete retention of original section 33. Sprint’s language proposes an intermediate approach that retains and slightly modifies portions of original Section 33 that have general continuing applicability (33.1, 33.2, 33.3) while eliminating the long list of specific matters in light of the already-existing requirement in 33.1 to negotiate and implement anything that is “necessary to support the terms, conditions and intent of the Agreement.”	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “**bold italics**” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	wireless DPL as to section 33.1 as compared to its proposed contract, and takes inconsistent positions on what it accepts in 33.2 as between its two DPLs and proposed contracts.		<p>33.2 The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications, and standards that will promote the Parties provision of <b>Authorized Services</b> to their respective customers. The Parties agree to identify, develop, and document operational processes and procedures, supporting industry standards and guidelines in the development of business rules and software specifications, as well as negotiate and implement any additional terms and conditions necessary to support the terms, conditions and intent of this Agreement.</p> <p>33.3 Existing <b>AT&amp;T-9STATE</b> operating procedures and interface documentation shall be made available for Sprint's review within 30 days of execution of this Agreement. <b>In the case of any conflict between AT&amp;T-9STATE procedures and the terms, conditions and intent of this</b></p>		<p>Further, AT&amp;T's new, wireline language proposed 33.5 regarding the “Effective Date” of the Agreement is a subject matter related to the Term, Section 2.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p><b>Agreement</b>, the parties <b>will</b> negotiate any modifications to such procedures which may be required to support the terms, conditions and intent of this Agreement. In the event that there are existing operations manuals, <b>AT&amp;T-9STATE</b> informational or instructional web sites, documented change controls processes, or joint implementation plans, currently in place or previously negotiated by the parties, Sprint and <b>AT&amp;T-9STATE</b> agree that they will be reviewed for accuracy and validity under this Agreement and updated, modified, or replaced as necessary. <b>AT&amp;T-9STATE</b> will advise Sprint of changes to the operating procedures and interface documentation on a mutually agreeable basis.</p> <p><b>33.4 Any</b> Implementation Plan may be modified from time to time as <b>mutually agreed by the Parties</b>.</p>			
30.	<p>What “Indivisibility” provisions are appropriate?</p> <p><i>See and cf.:</i> AT&amp;T Wireless Issue 10 and Wireline Issue</p>	Sprint: GT&C Part A, Section 34 (36)	<p><b>34. Indivisibility</b> The Parties acknowledge that they have assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract.</p>		<p>Sprint agrees with majority of proposed Section 34, but requested explanation as to AT&amp;T intent of the last portion of last sentence. Specifically is the following language intended to be stating a right of offset:</p> <p><b><i>and that payment obligations</i></b></p>	

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	<p>14.</p> <p>The parties may be in agreement on this, as Sprint was asking for clarification as to language originally proposed by AT&amp;T which AT&amp;T now appears to propose to delete.</p>		<p>The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, <b>and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.</b></p>		<p><b><i>under this Agreement are intended to be recouped against other payment obligations under this Agreement.</i></b></p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
31.	<p>What, if any, additional GTC Part A CLEC-specific terms are necessary?</p>				<p>Absent FCC authorization (e.g., differing rules for terminating usage compensation pursuant to 47 C.F.R. §§ 20.11, 51.701; limitations imposed on the use of Unbundled Network Elements pursuant to 47 C.F.R. § 51.309(b)), it is not appropriate to impose technology-based disparate treatment <b>or</b> administrative inefficiencies upon requesting carriers, much less based simply upon AT&amp;T’s generalized claims of “network, operational and pricing differences.”</p> <p>The burden is on AT&amp;T to prove on an item-by-item basis that a given proposed technology-</p>	

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					based disparate treatment/purported administrative inefficiency results in greater cost upon AT&T to thereby warrant the proposed technology-based disparate treatment (i.e. separate technology-based provisions as to given Issues or Agreements).	
	<p>1. What, if any, wireline-specific “Affiliates” provision is appropriate?</p> <p>AT&amp;T appears to have accepted Sprint’s position but does not include it in the DPL.</p>	GT&C Part A, AT&T new, wireline-only Section 2a.9.1. “Affiliates”.	Not appropriate in wireless or wireline.		<p>Sprint objects to AT&amp;T’s new wireline Section 2a.9.1 “Affiliates” provision because, in the absence of Sprint’s consent in the context of a multiple Sprint entity-ATT contract (which AT&amp;T opposes), there is no legal basis to impose cross-liabilities between non-contracting Sprint entities for one another’s separate and distinct ICA obligations.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<p>2. What, if any, wireline-specific “Fraud” provision is appropriate?</p> <p><i>See and cf.:</i> AT&amp;T Wireline Issue 5 and its proposed contract Sec. 3a. AT&amp;T depicts Sprint’s language</p>	GT&C Part A, AT&T new, wireline-only Section 3a “End User Fraud”.	<p>Fraud.</p> <p>The Parties agree to reasonably cooperate with one another to investigate, minimize, and take corrective action in cases of suspected fraud. Any fraud minimization procedure implemented by a Party are to be cost-effective and implemented in a manner so</p>		The Parties have not needed a fraud provision in the past, nor has there been any demonstrated need for such a provision now. Further, among other things, ATT language contains inappropriately overbroad disclaimer of liability assertion that is contrary to Section 9 limitation of liability provisions, undefined terms (e.g. “ABT”), imposition of obligations	

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	as “accepted” in the DPL but does not carry that over to the AT&T proposed contract.		as not to unduly burden or harm either Party.		regarding obtaining end-user consents, and disclosure of end-user information that may simply be unenforceable. Without waiving its position, Sprint can agree to a general fraud co-operation provision as reflected, which is modification of AT&T section 3a.2 language.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	3. White Pages Listings  <i>See and cf.:</i> AT&T Wireline proposed contract Sec. 6. which appears to accept Sprint’s position, but does not reflect it in the DPL.	GT&C Part A, wireline-only Section 6.	N/A as to Wireless. Specify use as to wireline, Original Section 6 “White Pages Listings”		RESOLVED – Continue to use original White Pages Listing as to Sprint CLEC, with modifications to reflect new AT&T-9STATE name changes.  If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	
	4. Is there any need for a new, duplicative, wireline-specific exclusion of Intellectual Property disputes from the general Resolution of Disputes process?	GT&C Part A, wireline-only Section 10.1.1	<b>None.</b> Not appropriate in wireless or wireline.		Sprint is not aware of any dispute between the parties regarding the continued use of original Section 10 “Intellectual Property Rights and Indemnification”. However, in its proposed wireline-language, AT&T inserted a new non-redlined subsection 10.1.1 to state “Dispute Resolution. Any claim arising under Section 10.1 shall be excluded from the dispute resolution procedures set forth in	

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	See and cf.: AT&T Wireless and Wireline Sec. 10. AT&T appears to accept Sprint’s position but does not reflect it in either DPL.				Section 14 and shall be brought in a court of competent jurisdiction.” This language is unnecessary and duplicative in light of original section 10.6, which serves the same purpose.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	5. Is a “Referral Announcement” provision necessary?  See and cf.: AT&T Wireless and Wireline proposed contracts. AT&T appears to accept Sprint’s position but does not depict it in either DPL; and, continues to reflect an unnecessary “Referral Announcement” definition in its Wireline definitions.	GT&C Part A, wireline-only Section 13.7	<b>None.</b> Not appropriate in wireless or wireline. If, however, such language is determined to be necessary as a wireline-only provision:  When an End User changes its service provider from AT&T-9STATE to Sprint or from Sprint to AT&T-9STATE and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement (“Referral Announcement”) on the original telephone number that specifies the End User’s new telephone number <i>as may be required by Applicable Law.</i>		Such provision has never been necessary, and Sprint does not believe such a provision is necessary now. To the extent it may otherwise be included it should be limited to “as may be required by Applicable Law” and moved to a more appropriate location than the “Assignment” section.  Further, if found to be necessary and two separate ICAs are used, this provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	
	6. Should there	GT&C Part A,	<b>18. Waivers</b>		No. The original, unedited	

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	be a different wireline “Waivers” provision?  <i>See and cf.:</i> AT&T Wireless and Wireline Sec. 9. AT&T appears to accept Sprint’s position but does not depict it in either DPL.	wireline Section 19 (compare wireless 18)	A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.		Waiver provision in the AT&T wireless language has been, and continues to be, sufficient.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	7. Is a “Disclaimer of Representations and Warranties” necessary?  <i>See and cf.:</i> AT&T Wireless and Wireline proposed contracts. AT&T appears to accept Sprint’s position but does not depict it in either DPL	GT&C Part A, wireline Section 21a	None.		No. Disclaimer language was not previously contained in Agreement and there is no basis for any ATT “quality” disclaimer given the existence of affirmative ATT obligations to provide services at various levels of quality (e.g. “parity” obligations). This section should not be included.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	8. “Branding”  <i>See and cf.:</i> AT&T Wireline proposed	GT&C Part A, wireline-specific Section 23	<b><i>N/A</i></b> ; Original Section 23 “Branding”		RESOLVED – Continue to use original Branding as to Sprint CLEC, with modifications to reflect new AT&T-9STATE name changes.	

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	contract Sec. 23. which appears to accept Sprint’s position, but does not reflect that in the DPL.				If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	
	9. “Revenue Protection”  <i>See and cf.:</i> AT&T Wireline proposed contract Sec. 24.2. which appears to accept Sprint’s position, but does not reflect that in the DPL.	GT&C Part A, wireline-specific Section 24	<b><i>N/A</i></b> ; Original Section 24.2 “Revenue Protection”		RESOLVED – Continue to use original Section 24.2 Revenue Protection as to Sprint CLEC, with modifications to reflect new AT&T9-STATE name changes.  If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	
	10. Should the “Filing of the Agreement” provision include filing with the FCC?  <i>See and cf.:</i> AT&T appears to have accepted Sprint’s position in Wireless & Wireline Sec. 34, but does not reflect it in the DPL.	GT&C Part A, wireline-specific Section 34.	Except for the Louisiana CLEC-specific filing requirement that Sprint CLEC provide its CLEC certification number prior to filing, the language continues to be the same as in original Section 34, which does not contain any reference to filing Agreement with the FCC.		No. Section 252 Agreements approved by the State Commissions are filed with the State Commission, not the FCC.  Except for the Louisiana CLEC-specific filing requirement This provision(s) should be substantively the same whether a single ICA or two separate ICAs are used. As for the Louisiana requirement, if two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	

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	<p>11. Does the “Entire Agreement” language need to be modified?</p> <p><i>See and cf.:</i> AT&amp;T appears to have accepted Sprint’s position in Wireless Sec. 35 &amp; Wireline Sec. 36, but does not reflect it in the DPL.</p>	GT&C Part A, wireline-specific Section 36.	Continues to use original Section 34 “Entire Agreement” language.		<p>No. The original, unedited Entire Agreement provision in the AT&amp;T wireless language has been, and continues to be, sufficient.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<p>12. Is the laundry list of AT&amp;T boilerplate wireline proposed Sections 38 through 48.5 necessary?</p> <p><i>See and cf.:</i> AT&amp;T Wireline DPL issues 15 through 22, as to which AT&amp;T did not include Sprint’s entire position statement.</p>	GT&C Part A, wireline Sections 38 through 48.5	To the extent any of these subject matters has even been considered necessary by the parties, the subject matter is addressed in other locations of both the wireless and wireline language.		<p>No, there is no need for any of the following, newly proposed ATT provisions, all of which appear to have merely been tacked at the end of GTC Part A in a “catch-all” fashion:</p> <p>“38 Compliance and Certification”;  “40 Subcontracting”;  “41 Network Maintenance and Management” (see Attachment 3);  “42 End User Inquiries”;  “43 Expenses”;  “44 Conflict of Interest”;  “45 Amendments and Modifications” (See Section 17.1);  “46 Authority”;  “47 Performance Measures” (See Attachment 9);  “48 Changes in End User Local Exchange Service</p>	

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					<p>Provider</p> <p>Indeed, as indicated above, many are subsumed within other existing provisions. Further, none were previously considered necessary to warrant inclusion as now proposed, and nothing has changed between the parties to warrant such needless inclusion now.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<b>General Terms &amp; Conditions Part B</b>					
32.	What individual “Definitions” are appropriate?	GTC Part B, and as used throughout Agreement				
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<p>“<b>911 Service</b>” means a universal telephone number which gives the public direct access to the <b>PSAP system</b>. Basic 911 <b>Service</b> collects 911 calls from one or more switches that serve a geographic area. The calls are then sent to the correct <b>PSAP</b> designated to receive such</p>		<p>Sprint reinserted original definition.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			calls.			
			<p><b>“Access Customer Name and Address (ACNA)”</b> The abbreviated name of the customer to be billed for access services. This code is the same as the Interexchange Access Customer (IAC) code.</p>		<p>RESOLVED – Original ICA definition which AT&amp;T did not propose to strike; Sprint simply moved to correct location.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<p><i>See and cf:</i> AT&amp;T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.</p>		<p><b>“Access Service Request (ASR)”</b> means the industry standard form used by the Parties to add, establish, change or disconnect trunks.</p>		<p>Sprint agrees to include a definition, but does not agree that an ASR is Interconnection-specific, therefore, struck AT&amp;T’s ending phrase “for the purposes of Interconnection”.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<p><i>See and cf:</i> AT&amp;T Wireless and Wireline DPL and contracts which will reflect exact same issue.</p>		<p><b>“Access Tandem”</b> means a <b>LEC</b> switching system that provides a concentration and distribution function for originating and/or terminating traffic between a LEC <b>End Office</b> network and <b>the switching systems operated by carriers other than the LEC that operates the LEC End Office network.</b></p>		<p>Sprint agrees to include a definition, but AT&amp;T’s definition is overly restrictive and inaccurate in its limited application to switching between a LEC End Office and “IXC Pops”, therefore, replaced same with Sprint language at end of definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<p><i>See and cf:</i> AT&amp;T Wireless</p>		<p>“Accessible Letter(s)” means AT&amp;T-9STATE correspondence used to</p>		<p>Sprint’s edits make clear that AT&amp;T’s process pertains to the dissemination of general</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “**bold italics**” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	and Wireline DPL and contracts which will reflect exact same issue.		communicate pertinent information to other carriers that is intended to be of broad interest or application, as opposed to being information applicable to a single carrier.		information, as opposed to carrier-specific information.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			<b>“Act”</b> means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.		RESOLVED - Sprint accepted AT&T definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		<b>“Affiliate” has the meaning as defined at 47 U.S.C. § 153(1).</b>		As further described below, Sprint disagrees with using the phrases “As Defined in the Act” and “As Described in the Act” due to potential for ambiguity and dispute, particularly regarding “As Described in the Act means as described in or by the Act”. Where an applicable Act definition exists it should either be cited or, alternatively, the text affirmatively stated as the definition. Where the intent is to refer to a “description” or “requirement”, then there needs to be a mutually agreed upon definition, and if the Parties can’t agree now on what that may be, then the definition becomes an issue.  This/these provision(s) should be substantively the same whether	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint **“bold italics”** language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.



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					a single ICA or two separate ICAs are used.	
	AT&T appears to have delete d this in both the Wireless and Wireline DPLs.		<p><b>“Ancillary Services”</b> means optional supplementary services such as directory assistance, N11, operator services, Service Access Codes (600, 700, 800 and 900 services, but not including 500 services) and Switched Access Services. Enhanced 911 (“E911”) is not an Ancillary Service.</p> <p><b>“Ancillary Services Connection”</b> means a one-way, mobile-to-land Type 1 interface used solely for the transmission and routing of Ancillary Services traffic.</p>		<p>Where are these AT&amp;T terms now used, and what are the intended purposes for including them?</p> <p>Sprint does not believe there is any continuing need for such terms.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<i>See and cf:</i> AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		<p><b>“Answer Supervision”</b> means an off-hook supervisory signal sent by the receiving Party’s Central Office Switch to the sending Party’s Central Office Switch on all Completed Calls after address signaling has been completed.</p>		<p>Sprint accepted AT&amp;T definition within AT&amp;T wireless edits. AT&amp;T did not include in its wireline edits.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and		<p><b>“Applicable Law”</b> means all laws, statutes, common law, regulations, ordinances, codes, rules, orders, permits and approvals, including</p>		<p>The term “guideline” is vague, ambiguous and potentially subject to confusion given it is also used in this Agreement to describe unilateral materials</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	contracts which will reflect exact same issue.		those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.		<p>created by AT&amp;T. Further, while a “tariff” may be subject to Governmental Authority approval, it is not created by a Governmental Authority, and its applicability/enforcement is more analogous to a contract offering than a “law”. Sprint’s language deletes both.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	AT&T appears to have deleted this in both the Wireless and Wireline DPLs, but not reflected in the DPLs.		Sprint does not agree to include either of the term “ <b>As Defined in the Act</b> ” or “ <b>As Described in the Act</b> ”.		<p>Sprint disagrees with using the phrases “As Defined in the Act” and “As Described in the Act” due to potential for ambiguity and dispute, particularly regarding “As Described in the Act means as described in or by the Act”. Where an applicable Act definition exists it should either be cited or, alternatively, the text affirmatively stated as the definition. Where the intent is to refer to a “description” or “requirement”, then there needs to be a mutually agreed upon definition, and if the Parties can’t agree now on what that may be, then the definition becomes an issue.</p> <p>Hereinafter, Sprint will refer to the foregoing position using the phrase: “Sprint’s definition is accurate and specific.”</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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					This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			<p><b>“AT&amp;T Inc.” (AT&amp;T)</b> means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&amp;T Alabama, AT&amp;T Florida, AT&amp;T Georgia, AT&amp;T Kentucky, AT&amp;T Louisiana, AT&amp;T Mississippi, AT&amp;T North Carolina, AT&amp;T South Carolina and AT&amp;T Tennessee; Illinois Bell Telephone Company d/b/a AT&amp;T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&amp;T Indiana, Michigan Bell Telephone Company d/b/a AT&amp;T Michigan, Nevada Bell Telephone Company d/b/a AT&amp;T Nevada and AT&amp;T Wholesale, The Ohio Bell Telephone Company d/b/a AT&amp;T Ohio, Pacific Bell Telephone Company d/b/a AT&amp;T California, The Southern New England Telephone Company d/b/a AT&amp;T Connecticut, Southwestern Bell Telephone Company d/b/a AT&amp;T Arkansas, AT&amp;T</p>		<p>RESOLVED - Sprint accepted each of these AT&amp;T definitions.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p>Kansas, AT&amp;T Missouri, AT&amp;T Oklahoma and AT&amp;T Texas, and Wisconsin Bell, Inc. d/b/a AT&amp;T Wisconsin. As used in this Agreement, AT&amp;T refers to the AT&amp;T Inc. ILECs only.</p> <p>“<b>AT&amp;T-9 STATE</b>” means the AT&amp;T-owned ILEC(s) doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.</p>			
	<p><i>See and cf:</i> AT&amp;T Wireless and Wireline DPL and contracts which will reflect exact same issue.</p>		<p>Sprint does not consider either term “<b>Audited Party</b>” or “<b>Auditing Party</b>” to be necessary.</p>		<p>Resolution of the GTC Part A Audit and Attachment 7 Billing provisions will determine to what extent, if any, these terms may need to be used or modified.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<p><i>See and cf:</i> AT&amp;T Wireless and Wireline DPL and contracts which will reflect exact same issue.</p> <p>Neither of AT&amp;Ts DPLs or</p>		<p>“<b>Authorized Services</b>” means those services which <b>a Party</b> may lawfully provide pursuant to Applicable Law. This Agreement is solely for the exchange of Authorized Services traffic between the Parties’ <b>respective networks as provided herein</b>.</p>		<p>This is a key term used throughout the Agreement which needs to be mutually and generically applicable, allowing either Party to provide whatever services it may lawfully provide pursuant to Applicable Law; and, it is inappropriate to impose restrictions that are not otherwise imposed by Applicable Law.</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “**bold italics**” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	proposed contract language provisions reflect as clean text any of the language originally offered by AT&T for this definition.				This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf</i> AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		<b>“Automatic Location Identification/Date Management System (ALI/DMS)”</b> means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which <b>P</b> SAP to route the call.		Sprint reinserted original ICA term and substantive definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf</i> AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		<b>“Automatic Number Identification (ANI)”</b> is a feature that identifies the number of a telephone line that originates a call.		Sprint reinserted original ICA term and substantive definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T Wireless		“Bill Due Date” means thirty (30) calendar days from the		Resolution of the GTC Part A Audit and Attachment 7 Billing	

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	and Wireline DPL and contracts which will reflect exact same issue.		invoice date if the invoice is received by the Billed Party within five (5) days of the invoice date. For invoices not received within five (5) days of the invoice date, the Bill Due Date is the last day of the next billing cycle following actual receipt of the invoice.		provisions will determine to what extent, if any, these terms may need to be used or modified.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			<p>“<b>Billed Party</b>” means the recipient Party of a bill rendered from the Billing Party.</p> <p>“<b>Billing Party</b>” means the Party rendering a bill.</p>		RESOLVED - Sprint accepted each of these AT&T definitions.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		“Bona Fide Request (BFR)” means the process described in the General Terms and Conditions – Part A, Section 8 Bona Fide Request/New Business Process provisions.		Sprint definition provides specific reference citation.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint’s position is that, if		“Building”		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	determined to be necessary, language should be identical.					
	<i>See and cf:</i> AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		<b>“Business Day”</b> means Monday through Friday, excluding holidays on which <b><i>U.S. Mail is not delivered.</i></b>		Sprint definition incorporates a specific tangible third-party event, lack of mail, which is relevant to the defined term and readily identifiable by both parties.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			<b>“CABS”</b> means the Carrier Access Billing System.		RESOLVED - Sprint accepted AT&T definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint’s position is that, if determined to be necessary, language should be identical.		<b>“Carrier Identification Codes (CIC)”</b> means a code assigned by the North American Numbering Plan administrator to identify <b><i>specific Interexchange Carriers.</i></b> This code is primarily used for billing and routing <b><i>purposes.</i></b>		CICs are specifically assigned to wireline IXC service providers, rather than AT&T’s broader language that would include any “entity that purchase access services”.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used. If two separate ICAs are used, these provisions can either be designated in each	

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					contract to only be applicable to wireline; or, only be included in the wireline.	
	Term appears in AT&T Wireline DPL , not its proposed contract language. It does not appear at all in Wireless DPL or proposed contract.		“ <b>Cash Deposit</b> ” means a cash security deposit <i>made by one Party</i> in U.S. dollars <i>that is</i> held by <i>the other Party</i> .		Resolution of the GTC Part A Audit and Attachment 7 Billing provisions will determine to what extent, if any, these terms may need to be used or modified. Deposits have never been necessary as between the parties and there is no legitimate reason to require them now.  Further, AT&T apparently fails to recognize that if deposits were required, the elimination of Bill and Keep for to terminating usage results in a two-way exchange of dollars, therefore, leading to the exchange of mutual deposits that would simply cancel out one another.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> Each AT&T DPL and proposed contract language. AT&T erroneously shows it's own		“ <b>Cell Site</b> ” means a transmitter/receiver location, operated by <i>or on behalf of an FCC-wireless licensed carrier</i> , through which radio links are established between a wireless system		AT&T's definition is overly restrictive and inconsistent with a wireless carrier's right to provide fixed-wireless services.  This/these provision(s) should be substantively the same whether	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.



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	proposed language as “Accepted” rather than the disputed language proposed by Sprint which referred to “Or fixed – wireless” at the end of the definition.		and mobile <i>or fixed-wireless</i> units.		a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		Sprint does not consider the term “ <b>Central Automatic Message Accounting (CAMA) Trunk</b> ” to be necessary.		Sprint does not agree with the Mass Calling provisions as proposed by AT&T, and does believe this term has any relevance outside of that subject matter.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T proposed contract language, appears in Wireline but not Wireless; and, does not appear in either DPL. Sprint’s position is that, if determined to be necessary, language should be identical.			“ <b>Central Office</b> ”	Sprint thinks this term is unnecessary.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	<p>See and cf: AT&amp;T Wireless and Wireline DPL and contracts which will reflect exact same issue. Additionally, AT&amp;T documents fail to include all of Sprint’s language in this definition, i.e., “Mobile Switch Center (MSC)”. AT&amp;T failed to include complete definition of “End Office Switch.”</p>		<p>“<b>Central Office Switch</b>” means/refers to the switching entity within a Central Office building in the PSTN. The term “Central Office” refers to the building, whereas the term “Central Office Switch” refers to the switching equipment within the building, but both terms are sometimes used interchangeably. The term “Central Office” is sometimes used to refer to either an End Office, a Tandem Office <b>or a Mobile Switch Center</b>. Central Offices are also referred to by other synonymous terms, some of which are:</p> <p>“<b>End Office Switch</b>” means/refers to a switch that directly terminates traffic to and receives traffic from purchasers of <b>Telephone</b> Exchange Service, usually referred to as an End User or customer, within a specific geographic exchange. The End Office Switch also connects End Users to other End Users, served by the other End Office Switches, outside of their geographic exchange by way of Trunks. An End Office Switch also</p>		<p>Sprint’s edits are for clarity, to make clear that there are additional types of switches that constitute a Central Office Switch as that concept may be used in the Agreement.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “**bold italics**” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p>connects its End Users to Tandem Switches, <b><i>MSC or an IXC switching system</i></b>. The term “End Office” refers to the End Office building in which an End Office Switch resides, but both terms are used interchangeably. A PBX is not an End Office Switch, nor an End Office.</p> <p>“<b>Tandem Office Switch</b>” or “<b>Tandem Switch</b>” means/refers to a switch that has been designed for special functions that an End Office Switch does not or cannot perform. A Tandem Office Switch provides a common switch point whereby other switches, both Tandem Office Switches, End Office Switches, <b><i>MSCs or IXC switching systems</i></b> may exchange calls between each other when a direct Trunk Group is unavailable. The term “Tandem Office” and “Tandem” are used to refer to the building in which the Tandem Office Switch resides, but are also used interchangeably to refer to the switch within the building.</p> <p><b><i>“Mobile Switch Center</i></b></p>			

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			<p><i>(MSC)” means/refers to an essential switching element in a wireless network which performs the switching for routing of calls between and among its subscribers and subscribers in other wireless or landline networks. The MSC is used to interconnect trunk circuits between and among other Tandem Switches, End Office Switches, IXC switching systems, aggregation points, points of termination, or points of presence, and also coordinates inter-cell and inter-system hand-offs. The term “Mobile Switch Center” and “MSC” are used to refer to the building in which the wireless switch resides, but are also used interchangeably to refer to the switch within the building.</i></p>			
	<p>AT&amp;T Wireline DPL contains this term, but not its proposed contract language; and, it</p>		<p>Sprint does not consider the term “<b>CENTREX</b>” to be necessary.</p>		<p>Sprint does not believe this term has previously been necessary, and it is not apparent if, or where, it may even be used.</p> <p>This/these provision(s) should be</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	does not appear in either AT&T's Wireless DPL or proposed contract language.				substantively the same whether a single ICA or two separate ICAs are used.	
	AT&T Wireline DPL contains this term, but not its proposed contract language; and, it does not appear in either AT&T's Wireless DPL or proposed contract language.		Sprint does not consider the term “ <b>Charge Number</b> ” to be necessary.		Sprint does not believe this term has previously been necessary, and it is not apparent if, or where, it may even be used.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	AT&T appears to have erroneously not included this in either DPLs or proposed contracts.		“ <b>Claim(s)</b> ” means any pending or threatened claim, action, proceeding or suit.		RESOLVED - Sprint accepted AT&T definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.		“CLASS FEATURES”.		Sprint presumes this is the same item referred to as “CLASS services” in the Law Enforcement provisions and, if so, may simply need to harmonize for consistency. The term was deleted by AT&T in its wireline edits, but believe it still included within Sprint language.  This/these provision(s) should be substantively the same whether	

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					a single ICA or two separate ICAs are used.	
	<p><i>See and cf:</i> AT&amp;T Wireless DPL and proposed contract language does not include this term; and, its Wireline DPL and proposed contract language does not include the introductory term, “Collocation.” Sprint’s position is that it should be in both Wireless and Wireline.</p>		<p><b>“Collocation or Collocation Space”</b> means the right of Sprint to occupy that certain area designated by <b><i>AT&amp;T-9STATE</i></b> within <b><i>AT&amp;T-9STATE</i></b> Premises, of a size which is specified by Sprint and agreed to by <b><i>AT&amp;T-9STATE</i></b> which agreement should not be unreasonably withheld.</p>		<p>Sprint reinserted original ICA definition. The substance of the term was likewise included by AT&amp;T in its wireline edits.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<p><i>See and cf:</i> AT&amp;T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.</p>		<p>“Commercial Mobile Radio Service(s) (CMRS)” <i>has the meaning as defined at 47 U.S.C. § 332(d)(1) and 47 C.F.R. § 20.9.</i></p>		<p>Sprint’s definition is accurate and specific.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<p><i>See and cf:</i> AT&amp;T appears to have accepted</p>		<p><b>“Commission”</b> means the applicable State agency with authority over <b><i>the</i></b></p>		<p>Sprint’s definition states the appropriate scope. AT&amp;T’s definition is too restrictive.</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	Sprint's alternative language as stated in Sprint's Position, in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		<b><i>establishment and enforcement of this Agreement pursuant to the Applicable Law.</i></b> Unless the context otherwise requires, use of the term “Commissions” means all of the <b><i>nine</i></b> agencies listed in this <b><i>definition</i></b> . The following is a list of the appropriate State agencies: ....		Alternatively, Sprint can agree to the definition as contained in AT&T's wireline edits:  “ <b>Commission</b> ” is defined as the appropriate telecommunications regulatory agency in each of AT&T-9STATE's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		“ <b>Common Channel Signaling (CCS)</b> ” means or refers to a network architecture that uses Signaling System 7 (SS7) to transport supervision, alerting, addressing and controls signals, and data messages between Telecommunications nodes and networks during call set-up and tear-down, utilizing Signaling Transfer Points (STP), Service Switching Points (SSP) and Signaling Control Points (SCP). CCS is an out-of-band network that is separate from the call transmission path of <b><i>the PSTN that carries the</i></b>		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			<i>actual call</i> . Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.			
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Common Language Location Identifier (CLLI)”</b> means the codes that provide a unique 11-character representation of a <b>point within a</b> network. The first 8 characters identify the city, state and building location, while the last three (3) characters identify the network component.		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T unilaterally depicts this disputed term in only its Wireless DPL and proposed contract language when it should be in both.		May be desirable to consider and include as part of multi-use, multi-jurisdiction trunking provisions.  <b>“Competitive Local Exchange Carrier (CLEC)”</b> means a <b>non-incumbent LEC that is</b> certificated by the Commission to provide <b>Telephone Exchange Services and/or Telephone Toll Services within such Commission’s State.</b>		Sprint’s definition states the appropriate scope. AT&T’s definition is too restrictive.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to have accepted this in both the Wireless and		<b>“Completed Call”</b> means a call that is delivered for which a connection is established after Answer Supervision.		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	Wireline proposed contract language but not reflected in the DPLs.					
	<i>See and cf:</i> AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint’s position is that, if determined to be necessary, language should be identical.		<b>“Conduit”</b> is a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.		Not apparent that this definition is necessary.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint’s position is that, if determined to be necessary, language should be identical.		<b>“Confidential and/or Proprietary Information”</b> has the meaning set for the in Section 11.1 of General Terms and Conditions		This/these provision(s) should This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Consequential Damages”</b> means indirect, incidental, consequential, reliance, or special damages suffered by <b>a</b> Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other		Subject to resolution of GTC Part A Liability and Indemnification provisions.  Sprint definition is from language of original ICA GTC-Part A Section 9.4  This/these provision(s) should	

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			Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the parties knew of the possibility that such damages could result.		be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		<b>“Conversation MOU”</b> means the minutes of use that both Parties’ equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.		Sprint accepted AT&T definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Calling Party Number (CPN)”</b> means the ten (10) digit number of the calling Party.		Sprint agrees to include following as defined term, subject to proposed edits as indicated.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint’s position is that, if determined to be		<b>“Daily Usage File”</b> is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from AT&T-9STATE to Sprint		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used	

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	necessary, language should be identical.					
	Simply not reflected as “Resolved” in the DPLs.		“ <b>Day</b> ” means calendar day unless “Business Day” is specified.		Sprint accepted AT&T definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which should reflect exact same issue, but AT&T has left the issue/term out of its Wireless DPL and proposed contract language.		“ <b>Dedicated Transport</b> ” means transmission Facilities, including all Technically Feasible capacity-related services including, but not limited to, DS1, DS3, and OCN levels, <i>to the extent such Facilities are</i> dedicated to a particular customer or carrier, <i>for the exchange of traffic between designated points.</i>		Do not believe this term as originally defined by AT&T (and is different from its Attachment 3 definition for the same term) is necessary. This term should be retained as edited by Sprint in the Attachment 3 definitions:  “ <b>Dedicated Transport</b> ” <i>means</i> transmission Facilities, including all Technically Feasible capacity-related services including, but not limited to, DS1, DS3, and Ocn levels, <i>to the extent such Facilities are dedicated</i> to a particular customer or carrier, <i>for the exchange of traffic between designated points.</i>  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to have accepted this in both the Wireless and Wireline		“ <b>Defaulting Party</b> ” is a Party in breach of a material term or condition of the Agreement.		Sprint reinserted original ICA definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	proposed contract language but not reflected in the DPLs.					
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which should reflect exact same issue, but AT&T has left the issue/term out of its Wireless DPL and proposed contract language.		<b>“Delaying Event”</b> means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by: the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party’s failure to provide the other Party with accurate and complete Service Orders <b><i>to the accuracy or completeness of such Service Orders does not comport with Applicable Law</i></b> ; any delay, act or failure to act by the other Party or its End User, agent or subcontractor <b><i>to the extent the action at issue is required by Applicable Law</i></b> ; or any Force Majeure Event.		Subject to resolution of GTC Part Force Majeure provisions.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or		<b>“Digital Subscriber Line (DSL)” means as defined in Attachment 14 – xDSL Loops</b>		Not apparent that this definition is necessary  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	Wireline DPLs.					
	<i>See and cf:</i> AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that, if determined to be necessary, language should be identical.		<b>“Directory Assistance Database”</b> refers to a collection of subscriber records used by AT&T-9STATE in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA 555-1212		Subject to further Review.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that, if determined to be necessary, language should be identical.		<b>“Directory Assistance Service”</b> provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching		Subject to further Review.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> Sprint accepted AT&T proposed language but it is not reflected in the DPL.		<b>“DEOT”</b> means Direct End Office Trunk.  <b>“Digital Signal Level”</b> means one of several transmission rates in the time-division multiplex hierarchy.  <b>“Digital Signal Level 0 (DS-0)”</b> means the lowest-level signal in the time division multiplex digital hierarchy,		Sprint accepted AT&T definitions.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			<p>and represents a voice-grade channel operating at either the 56 Kbps or 64 Kbps transmission bit rates. There are 24 DS-0 channels in a DS-1.</p> <p><b>“Digital Signal Level 1 (DS-1)”</b> means the 1.544 Mbps first level signal in the time division multiplex hierarchy.</p> <p><b>“Digital Signal Level 3 (DS-3)”</b> means the 44.736 Mbps third level signal in the time division multiplex hierarchy.</p> <p><b>“Disconnect Supervision”</b> means an on-hook supervisory signal sent at the end of a Completed Call.</p>			
	<p><i>See and cf:</i> AT&amp;T Wireless and Wireline DPL and contracts which will reflect exact same issue.</p>		<p><b>“Discontinuance Notice”</b> means the written notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection products and/or services, furnished under this Agreement, the Non-Paying Party must remit all undisputed Unpaid Charges to the Billing Party within fifteen (15) calendar days following receipt of the Billing Party’s notice of undisputed Unpaid Charges.</p>		<p>Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<p><i>See and cf:</i></p>		<p><b>“Disputed Amounts”</b> means</p>		<p>Subject to resolution of</p>	

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	AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		the amount that the Disputing Party contends is incorrectly billed.		Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Disputing Party”</b> means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.		Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.		<b>“Electronic File Transfer”</b> means any system or process that utilizes an electronic format and protocol to send or receive data files.		Not apparent this term is necessary.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“End User(s)”</b> means a Third Party subscriber of <b>Authorized Services</b> provided <b>in whole or in part</b> by any of the Parties, including a “roaming” user of <b>the Sprint wireless</b> network. As used herein, the term “End User(s)” does not		Sprint agrees to include as defined term, subject to proposed edits as indicated.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.			
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		“ <b><i>Enhanced 911 Service (E911)</i></b> ” means a <b>Telecommunications Service</b> which will automatically route a call dialed "911" to a designated <b>PSAP</b> attendant and will provide to the attendant the calling party’s telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.		Sprint reinserted and edited original ICA definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint’s position is that, if determined to be necessary, language should be identical.		“ <b>Environmental Hazard</b> ” means (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, (ii) asbestos containing materials, or (iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.		Need to verify this is consistent with GTC – Part A provision.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.



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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	<i>See and cf:</i> AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint’s position is that language should be identical.		“ <b>Exchange Message Interface (EMI)</b> ” is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.		Original ICA definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		“Exchange Access Service” has the meaning as defined at 47 U.S.C. § 153(16).		This is an appropriate category of Authorized Services that may traverse Interconnection Facility. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		“Facility” or “Facilities” means the elements, including but not limited to wire, line, cable, associated hardware and software that is used by a Party to provide Authorized Services.		This is an appropriate, encompassing definition  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> Sprint accepted AT&T proposed language but it is not reflected in the DPL.		“ <b>FCC</b> ” means the Federal Communications Commission		Sprint accepted AT&T definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint’s		“ <b>Fraud Monitoring System</b> ” means an off-line administration system that monitors suspected occurrences of ABT-related fraud.		Not apparent this definition is necessary.  This/these provision(s) should be substantively the same whether a single ICA	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	position is that, if determined to be necessary, language should be identical.				or two separate ICAs are used.	
	<i>See and cf:</i> Sprint accepted AT&T proposed language but it is not reflected in the DPL.		<b>“Governmental Authority”</b> means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.		Sprint accepts AT&T definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint’s position is that, if determined to be necessary, language should be identical.		<b>“Hazardous Materials”</b> means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil,		Need to verify this is consistent with GTC – Part A provision.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			groundwater, air, or other media contaminated with any of the materials or substances described above.			
	<i>See and cf:</i> AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint’s position is that language should be identical.		“Incumbent Local Exchange Carrier (ILEC)” <i>has the meaning as defined at 47 C.F.R. § 51.5.</i>		Sprint agrees to include as defined term, subject to proposed edits as indicated.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		“Information Services” has the meaning as defined at 47 U.S.C. § 153(20) and 47 C.F.R. § 51.5.		Sprint proposed definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to have accepted this in the Wireline proposed contract language but not the Wireless, or either DPL. Sprint’s position is that, if determined to be necessary, language should be identical.		“ <b>Intellectual Property</b> ” means copyrights, patents, <b><i>service mark</i></b> , trademarks, <b><i>trade dress</i></b> , trade secrets, mask works and all other intellectual property rights <b><i>now known or later developed</i></b> .		Sprint agrees to include following as defined term, subject to proposed edits as indicated  Sprint edits based upon language from original ICA GTC-Part A Section 9.5 (iii).  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Interconnected VoIP Service” has the meaning as defined at 47 C.F.R. § 9.3.</b>		Sprint proposed definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Interconnection or Interconnected” has the meaning as defined at 47 C.F.R. §§ 20.3 and 51.5.</b>		Sprint agrees to include following as defined term, subject to proposed edits as indicated.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Interconnection Facilities” means those Facilities that are used to deliver Authorized Services traffic between a given Sprint Central Office Switch, or such Sprint Central Office Switch’s point of presence in an MTA or LATA, as applicable, and either a) a POI on the AT&amp;T network to which such Sprint Central Office Switch is interconnected or, b) in the case of Sprint-originated Transit Services Traffic, the POI at which AT&amp;T hands off Sprint originated traffic to a Third Party that is indirectly interconnected with the</b>		Sprint proposed definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			<b><i>Sprint Central Office Switch via AT&amp;T.</i></b>			
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		<p>“Interconnection Service(s)” means Interconnection, Collocation, functions, Facilities, products and/or services offered under this Agreement.</p> <p>“Interexchange Carrier (IXC)” means a carrier (other than a CMRS provider or a LEC) that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.</p>		<p>Sprint accepts these definitions.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	AT&T appears to have deleted this in both the Wireless and Wireline DPLs.		“InterLATA” <b><i>has the meaning as defined at 47 U.S.C. § 153(21)</i></b>		<p>Sprint agrees to include following as defined term, subject to proposed edits as indicated.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<p>“<b><i>IntraMTA Traffic</i></b>” means <b><i>Telecommunications</i></b> traffic to or from <b><i>Sprint’s wireless network</i></b> that originates on the network of one Party in one MTA and terminate <b><i>on the network of the other Party</i></b> in the same MTA (as determined by the geographic location of the <b><i>POI between the Parties and the location of the End</i></b></p>		<p>Sprint edits are consistent with First Report and Order – and need to include a parallel intraMTA definition. Alternatively, can consider/discuss using location of cell tower at the beginning of the call for the location of the wireless party to the call.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate</p>	

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			<p><b><i>Office Switch serving the AT&amp;T-9STATE End User.</i></b></p> <p>“InterMTA Traffic” means <b><i>Telecommunications</i></b> traffic to or from <b><i>Sprint’s wireless</i></b> network that originates <b><i>on the network of one Party</i></b> in one MTA and terminate <b><i>on the network of the other Party</i></b> in another MTA (as determined by the geographic location of the <b><i>POI between the Parties and the location of the End Office Switch serving the AT&amp;T-9STATE End User.</i></b></p>		ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<p>“ISP-Bound Traffic” means <b><i>Information Services</i></b> traffic, in accordance with the FCC’s <b><i>Order on Remand and Report and Order</i></b>, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Reciprocal Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) (“<b><i>ISP Remand Order</i></b>”), <b><i>as modified by the FCC’s subsequent Order entered in Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. § 160(c) from</i></b></p>		<p>Sprint does not consider the following ISP definition to be accurate. As used in this Order, the “I” stands for “Information” not “Internet” – the FCC concluding that information and enhanced services are similar to thereby call them both “ISP” for the purpose of the Order in the last sentence of cited paragraph 341; and, Sprint has included the accurate definition for Information Services above. With the use of the appropriate Information Services definition above, and the ISP-Bound Traffic definition below, an ISP definition is unnecessary.</p> <p>Sprint agrees to include following as defined term, subject to</p>	

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			<i>Application of the ISP Remand Order, WC Docket No. 03-171 (rel. October 18, 2004).</i>		proposed edits as indicated.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.			“JIP”	Sprint does not agree with AT&T proposed use of JIP, and the term is otherwise unnecessary.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.		“Local Access and Transport Area (LATA)” has the meaning as defined at 47 U.S.C. § 153(25) and 47 C.F.R. § 51.5.	“LATA”	Sprint agrees to include the following term, subject to the proposed edits as indicated.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint’s position is that, if determined to be necessary, language should be identical.		“Late Payment Charge” means the charge that is applied when a Billed Party fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from the Billed Party after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available or received by the Billing Party as of the Bill Due Date, or if the Billed		Subject to resolution of Attachment 7 Billing to what extent, these term(s) may be used or must be further modified.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			<p>Party does not submit the Remittance Information.</p> <p><b>“Letter of Credit”</b> means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to the Billing Party naming the Billing Party as the beneficiary (ies) thereof and otherwise on a mutually acceptable Letter of Credit form.</p>			
	<p><i>See and cf:</i> AT&amp;T DPLs where definition is proposed in Wireline but not Wireless. Sprint’s position is that, if determined to be necessary, language should be identical.</p>		<p><b>“LIDB”</b> (Line Information Data Base) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user line numbers and special billing numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. LIDB queries include functions such as screening billed numbers that provides the ability to accept collect or third number billing calls and validation of telephone line number based non-proprietary calling cards.</p>		<p>Subject to further review.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint ***“bold italics”*** language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.



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	<p><i>See and cf:</i> AT&amp;T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.</p>		<p><b>“Local Exchange Carrier (LEC)”</b> <i>has the meaning as defined at 153(26) and 47 C.F.R. § 51.5.</i></p>		<p>Sprint agrees to include following as defined term, subject to proposed edits as indicated.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<p><i>See and cf:</i> Sprint accepted AT&amp;T proposed language but it is not reflected in the DPL.</p>		<p><b>“Local Exchange Routing Guide (LERG)”</b> means the Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.</p>		<p>Sprint accepted AT&amp;T definition.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<p><i>See and cf:</i> AT&amp;T DPLs where definition is proposed in Wireline but not Wireless. Sprint’s position is that it is not necessary language, and the treatment of the term “Interconnection” should be identical.</p>		<p><b>“Local Interconnection”</b> is as described in the Telecommunications Act of 1996 and refers to the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.</p>		<p>This is an unnecessary, duplicative term in light of the prior, appropriate definition of Interconnection.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Local Number Portability (LNP)”</b> means Interim Number Portability (INP) or Permanent Number Portability (PNP) (long term database method for number portability) as defined in 47 C.F.R. 52.21 – 52.33.		Sprint language is original ICA definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint’s position is that it is not necessary language.			<b>“Local Only Trunk Groups”</b>		
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint’s position is that it is not necessary language.			<b>“Local Traffic”</b>		
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		<b>“Location Routing Number (LRN)” means the ten (10) digit number that is assigned to network Central Office <i>switching elements for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and</i></b>		Sprint can accept with the indicated edit.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			<i>functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.</i>			
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		“ <b>Local Service Request (LSR)</b> ” means <b><i>an industry standard</i></b> form used <b><i>by the Parties</i></b> to add, establish, change or disconnect services.		Sprint language is the first sentence of the original ICA definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		“ <b>Loss</b> ” or “ <b>Losses</b> ” means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).		Subject to resolution of GTC Part A Liability and Indemnification provisions.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		“ <b>Mobile Switch Center (MSC)</b> ” – see Central Office Switch definition		Sprint prefers broader definition of MSC, as well as including such definition in the general Central Office/switch definitions as previously indicated.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline		“ <b>Major Trading Area (“MTA”)</b> <b><i>has the meaning as</i></b> defined in 47 C.F.R. § 24.202(a).		Sprint agrees to include the following as defined term, subject to proposed edits as indicated.  This/these provision(s) should be substantively the same	

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	proposed contract language but not reflected in the DPLs.				whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that, if determined to be necessary, language should be identical.			<b>“Meet-Point Billing (MPB)”</b>		
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Message Distribution”</b> is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.		Not apparent this definition will be necessary.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.			<b>“Multiple Exchange Carrier Access Billing (MECAB)”</b>		
	<i>See and cf:</i> AT&T appears to have accepted		<b>“Network Element”</b> has the meaning as defined in 47 U.S.C. § 153(29).		Sprint proposed definition  This/these provision(s) should be	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint ***“bold italics”*** language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

## Sprint Exhibit 1

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	this in both the Wireless and Wireline proposed contract language but only AT&T's Wireline DPL depicts any reference to the term.				substantively the same whether a single ICA or two separate ICAs are used.	
	This appears to be a brand new term that is only found in normal font of the AT&T Wireline contract, and is not in either AT&T DPL. Sprint's position is that it is not apparent whether this is necessary language. if determined to be necessary, language should be identical for both Wireline and Wireless.			<b>“Network Interface Device (NID)”</b>		
	<i>See and cf:</i> AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that, if			<b>“Non-Intercompany Settlement System (NICS)”</b>		

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint ***“bold italics”*** language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	determined to be necessary, language should be identical.					
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Non-Paying Party”</b> means the Party that has not made payment by the Bill Due Date of all amounts within the bill rendered by the Billing Party		Subject to resolution of Attachment 7 Billing to what extent, the following term may be used or must be further modified.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“North American Numbering Plan (NANP)”</b> means the <b>basic</b> numbering <b>scheme for telecommunications networks located in various countries, including the United States</b> in which every station in the NANP Area is identified by a unique ten (10)-digit address consisting of a three (3)-digit NPA code, a three (3)-digit central office code of the form NXX, and a four (4)-digit line number of the form XXXX.		Sprint agrees to include following as defined term, subject to proposed edits as indicated  See 47 C.F.R § 52.5(c)  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Numbering Plan Area (NPA)”</b> also called area code means the <b>first</b> three (3) digits ( <b>NXX</b> ) of a <b>ten-digit telephone number in the form NXX-NXX-XXX, where N represents any one of the</b>		Sprint agrees to include following as defined term, subject to proposed edits as indicated  See 47 C.F.R. § 52.7(a).  This/these provision(s) should be	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “**bold italics**” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<i>numbers 2 through 9 and X represents any one of the numbers 0 through 9.</i>		substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Number Portability” has the meaning as defined at 47 C.F.R. § 52.21(l).</b>		Sprint agrees to include following as defined term, subject to proposed edits as indicated	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“NXX” or “Central Office Code”</b> means the <b>second</b> three (3) digits ( <b>NXX</b> ) of a <b>ten-digit telephone number in the form NXX-NXX-XXX, where N represents any one of the numbers 2 through 9 and X represents any one of the numbers 0 through 9.</b>		Sprint agrees to include following as defined term, subject to proposed edits as indicated  See 47 C.F.R. 52.7(c). This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint’s position is that, if determined to be necessary, language should be identical.		<b>“Operator Services”</b> provides (1) operator handling for call completion (e.g. collect calls); (2) operator or automated assistance for billing after the subscriber has dialed the called number (e.g. credit card calls); and (3) special services (e.g. BLV/BLVI, Emergency Agency Call).		Not apparent this definition will be necessary.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which		<b>“OBF” means the</b> Ordering and Billing Forum <b>which functions under the auspices of the Carrier Liaison Committee (CLC) of</b>		Sprint language is original ICA definition.  This/these provision(s) should be substantively the same whether	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “**bold italics**” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	will reflect exact same issue.		<i><b>the Alliance for Telecommunications Industry Solutions (ATIS).</b></i>		a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.		<u>“Offer Services”</u> .		Where is term used, and what is the intended purpose for including it?  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	Sprint anticipated this term would be necessary, but without any discussion AT&T appears to have deleted this in both the Wireless and Wireline DPLs and proposed contract language.		<b>“Operations Support Systems (OSS)”</b> means the suite of functions which permits Sprint to interface to AT&T-9STATE for pre-ordering, ordering, provisioning, maintenance/repair and billing.		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint’s position is that, if determined to be necessary, language should be identical.		<b>“Operator Services”</b> provides (1) operator handling for call completion (e.g. collect calls); (2) operator or automated assistance for billing after the subscriber has dialed the called number (e.g. credit card calls); and (3) special services (e.g. BLV/BLVI, Emergency Agency Call).		Not apparent this definition will be necessary.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	<p><i>See and cf:</i> AT&amp;T Wireless and Wireline DPL and contracts which will reflect exact same issue. AT&amp;T depicts this term in both its Wireless and Wireline proposed contract language, but only includes it within its Wireless DPL.</p>		<p>This is not an appropriate term.</p>	<p><b><u>“Originating Landline to CMRS Switched Access Traffic” “Originating Landline to CMRS Switched Access Traffic” means InterLATA traffic delivered directly from AT&amp;T-9 STATE’s originating network to Sprint’s network that, at the beginning of the call: (a) originates on AT&amp;T-9 STATE’s network in one MTA; and, (b) is delivered to the mobile unit of Sprint’s End User or the mobile unit of a Third Party connected to a Cell Site located in another MTA. AT&amp;T-9 STATE shall charge and Sprint shall pay AT&amp;T-9 STATE the Originating Landline to CMRS Switched Access Traffic rates in Pricing Schedule.</u></b></p>	<p>AT&amp;T is attempting to impose switched access upon Sprint for AT&amp;T originated wireless traffic, for which Sprint as a terminating carrier is entitled to be paid.</p>	
	<p><i>See and cf:</i> AT&amp;T Wireless and Wireline DPL and contracts which will reflect exact same issue.</p>		<p><b>“Paging Traffic”</b> means traffic to <i>Sprint’s</i> network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to <i>Sprint</i>.</p>		<p>Sprint agrees to include following as defined term, subject to proposed edits as indicated. However, why is the second sentence below included in the first place – what is AT&amp;T talking about re “frequency licensed to AT&amp;T-9 STATE?”</p>	

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					This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		“ <b>Party</b> ” means either <i>Sprint</i> or the AT&T-owned ILEC; use of the term “Party” includes each of the AT&T-owned ILEC(s) that is a Party to this Agreement. “Parties” means both <i>Sprint</i> and the AT&T-owned ILEC.		The following “Party” and “Parties” definition is duplicative of the 2 <sup>nd</sup> second in introductory paragraph of GTC Part A, and should either delete there or delete it here, but no need to have it in both places.	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		“ <b>Past Due</b> ” means when a Billed Party fails to remit payment for any <i>undisputed</i> charges by the Bill Due Date, or if payment for any portion of the <i>undisputed</i> charges is received from the Billed Party after the Bill Due Date, or if payment for any portion of the <i>undisputed</i> charges is received in funds which are not immediately available to the Billing Party as of the Bill Due Date (individually and collectively means Past Due).		Subject to resolution of Attachment 7 Billing to what extent, the term may be used or must be further modified.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> Sprint accepted AT&T proposed language but it is not reflected in the DPL.		“ <b>Person</b> ” means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable Law, an		Sprint accepted AT&T definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			unincorporated organization or any Governmental Authority.			
	See and cf: Sprint accepted AT&T proposed language but it is not reflected in the DPL.		<b>“Interconnection Point” or “Point of Interconnection (POI)”</b> means the <b>Technically Feasible</b> physical <b>point(s) requested by Sprint</b> at which <b>an Interconnection Facility joins</b> the Parties' networks for the purpose of establishing Interconnection <b>between the Parties, or a Party and a Third-Party.</b>		Sprint agrees to include following as defined term, subject to proposed edits as indicated  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: Sprint accepted AT&T proposed language but it is not reflected in the DPL.		<b>“Permanent Number Portability (PNP)”</b> means a long term method of providing LNP using LRN consistent with <b>Applicable Law.</b>		Sprint agrees to include following as defined term, subject to proposed edits as indicated.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless DPL and proposed contract language does not include this term. Sprint’s position is that it should be in both Wireless and Wireline.		<b>“Physical Collocation”</b> means the right of Sprint to occupy that certain area designated by AT&T-9STATE within a AT&T-9STATE Premises, of a size which is specified by Sprint and agreed to by AT&T-9STATE which agreement should not be unreasonably withheld. Types of Physical Collocation include Shared, Caged, Cageless, and Adjacent.		Sprint tentatively ok.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b><i>“Public Switched Network or Public Switched Telephone Network (PSTN)”</i></b> means or refers to <b><i>any common carrier switched network, whether by wire or radio, including LECs, IXCs, and wireless carriers that use the NANP in connection with the provision of switched services.</i></b>		Sprint agrees to include following as defined term, subject to proposed edits as indicated  See 47 C.F.R. 20.5.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		<b><i>“Public Safety Answering Point (PSAP)”</i></b> is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.		Sprint reinserted original ICA definition.	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.			<b>“Rate Center,” “Rating Point,” and “Routing Point”</b>	Rate Centers, Rating Points and Routing Points do not have the same significance to each Party, nor are the Parties required to have the same Rate Centers, Rating or Routing Points, therefore, Sprint sees no reason to include such definitions.	
	<i>See and cf:</i> AT&T DPLs where definition is proposed in		<b>“Referral Announcement”</b> means the process by which calls are routed to an announcement that states		Sprint does not believe such a provision is necessary at all. To the extent it is included it should be limited to “as may be	

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	Wireline but not Wireless. Sprint’s position is that it is not necessary language. Sprint can’t find it actually used outside the definitions in AT&T’s proposed Wireline language.		the new telephone number of an End User.		required by Applicable Law”.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used, and may be designated in each contract as only applicable to wireline; or, only included in the wireline.	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Remittance Information”</b> means the information that must specify the Billing Account Numbers (BANs) paid; invoices paid and the amount to be applied to each BAN and invoice.		Subject to resolution of Attachment 7 Billing to what extent, the following term may be used or must be further modified.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		<b>“Selective Router”</b> means/refers to the <b>Central Office</b> that provides the tandem switching of <b>911</b> calls. It controls delivery of the voice call with ANI to the PSAP and provides Selective Routing, Speed Calling, Selective Transfer, Fixed Transfer and certain maintenance functions for each PSAP. Also known as <b><i>the 911</i></b> Selective Routing		Sprint agrees to include following as defined term, subject to proposed edits as indicated.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			Tandem.			
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		“ <b>Service Start Date</b> ” means the date on which services were first supplied under this Agreement.		Where is/are the following definition(s) used in the wireless provisions?  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> This term does not appear in either of AT&T DPLs. Sprint’s position is that it is not necessary language.			“ <b>Service Switching Point (SSP)</b> ”	SSP is already referred to in Common Channel Signaling definition; is there really any purpose in having it in here twice, this can be deleted on same basis that AT&T deleted separate STP and SCP definitions?  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.			“ <b>Serving Wire Center(SWC),</b> ”	Appropriate Facilities and Interconnection Facilities definitions render following term, “Serving Wire Center,” unnecessary  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i>		“ <b>Shared Facility Factor</b> ”		Sprint agrees to include following	

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	AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		means the factor used to appropriately allocate the cost of 2-way Interconnection Facilities based on proportionate use of the Facility between <u>AT&amp;T-9 STATE</u> and <b><i>Sprint</i></b>		as defined term, subject to proposed edits as indicated  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> Sprint accepted AT&T proposed language but it is not reflected in the DPLs.		<b>“Signaling System 7 (SS7)”</b> means or refers to a signaling protocol used by the CCS Network that employs data circuits to carry packetized information about each call between switches within the PSTN.		Sprint accepts AT&T definition  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.		<b>“SMR”</b> (“Specialized Mobile Radio”) <b><i>has the meaning as defined in 47 C.F.R. §§ 20.9 and part 90</i></b>		Where is/are the following definition(s) used in the wireless provisions?  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used, and may be designated in each contract as only applicable to wireless; or, only included in the wireless.	
	<i>See and cf:</i> Sprint accepted AT&T proposed language but it is not reflected in the DPLs.		<b>“SPNP”</b> (“Service Provider Number Portability”) means synonymous with Permanent Number Portability “PNP”		Sprint accepts AT&T definition  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	See and cf: AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.		<p><b>“State Abbreviations”</b> means the following</p> <p>“AL” means Alabama</p> <p>“FL” means Florida</p> <p>“GA” means Georgia</p> <p>“KY” means Kentucky</p> <p>“LA” means Louisiana</p> <p>“MS” means Mississippi</p> <p>“NC” means North Carolina</p> <p>“SC” means South Carolina</p> <p>“TN” means Tennessee</p>		<p>Where is/are the following definition(s) used in the wireless provisions?</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint’s position is that it is not necessary language.		<p><b>“Subsidiary”</b> is an entity in which another corporation owns at least a majority of the shares and has controlling interest.</p>		<p>Not necessary.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<p><b>“Surety Bond”</b> means a bond from a Bond company with a credit rating by A.M.BEST better than a “B.” This bonding company shall be certified to issue bonds in a state in which this Agreement is approved</p>		<p>Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	See and cf: AT&T Wireless and Wireline DPL and contracts which		<p><b>Switched Access Service</b> means an offering <i>to an IXC</i> of access <i>by AT&amp;T-9STATE</i> to AT&amp;T-9 STATE’s network for the purpose of the originating</p>		<p>Sprint can accept with edits. However, where is definition used?</p> <p>This/these provision(s) should be</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.



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	will reflect exact same issue.		or the termination of traffic from or to End Users in a given area pursuant to Switched Access services tariff.		substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T DPLs where definition is proposed in Wireline but not Wireless. This is a Sprint term that AT&T disputes, but has not included in its Wireless materials.		<b><i>“Sprint Third Party Provider” has the meaning as defined in the General Terms and Conditions – Part A, Section 1 Purpose and Scope, Subsection 1.4 Sprint Wholesale Services provisions.</i></b>		Sprint proposed definition  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Tax” or “Taxes”</b> means any and all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes or tax-like fees of whatever nature and however designated including any charges or other payments, contractual or otherwise, for the use of streets or right-of-way, whether designated as franchise fees or otherwise, and further including any legally permissible surcharge of or with respect to any of the foregoing, which are imposed or sought to be imposed on or with respect to, or measured by the charges or payments for, any products or services purchased under this		Subject to review.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			Agreement.			
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		<b><i>“Technically Feasible” has the meaning as defined in 47 C.F.R. § 51.5</i></b>		Sprint proposed definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		<b>“Telcordia”</b> means Telcordia Technologies, Inc.		Sprint accepts AT&T definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		<b><i>“Telecommunications” has the meaning as defined in 47 U.S.C. § 153(43).</i></b>		Sprint agrees to include following as defined term, subject to proposed edits as indicated .  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to		<b>“Telecommunications Act of 1996”</b> means Public Law 104-		Sprint agrees to include following as defined term, subject to	

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	agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.		104 of the United States Congress, effective February 8, 1996.		proposed edits as indicated. “Act” is already the first defined term above, and means the entire Communications Act of 1934, and therefore, should not be used again to refer solely to the '96 Telecom Act.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		<b>“Telecommunications Carrier”</b> <i>has the meaning as defined in 47 U.S.C. § 153(44).</i>		Sprint agrees to include following as defined term, subject to proposed edits as indicated  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		<b>“Telecommunications Service”</b> <i>has the meaning as defined at 47 U.S.C. § 153(46).</i>		Sprint agrees to include following as defined term, subject to proposed edits as indicated  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i>		<b>“Telephone Exchange</b>		Sprint proposed definition	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint **“bold italics”** language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<i>Service” has the meaning as defined at 47 U.S.C. § 153(47).</i>		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		<i>“Telephone Toll Service” has the meaning as defined at 47 U.S.C. § 153(48).</i>		Sprint proposed definition  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.			<b><u>“Terminating Inter-MTA Traffic” means traffic that, at the beginning of the call: (a) originates on CMRS Provider’s network; (b) is sent from the mobile unit of CMRS Provider’s End User or the mobile unit of a Third Party connected to a Cell Site located in one MTA and (c) terminates on the AT&amp;T-9 STATE’s network in another MTA. This traffic must be terminated to AT&amp;T-9 STATE as FGD terminating switched access per AT&amp;T-9 STATE’s Federal and/or State Access Service tariff.</u></b>	Pursuant to 47 C.F.R. § 20.11, the principles of terminating mutual compensation for reasonable compensation is applied as between CMRS Providers and LECs, and, federal law does not authorize any restriction regarding what category of traffic (interMTA / intraMTA/ Information Service / Interconnected VoIP) can be exchanged between a CMRS Provider and LEC over Interconnection Facilities. <b>Therefore, there is no basis to include either this term, “Terminating InterMTA Traffic,” which a) seeks to avoid AT&amp;T obligation to pay for interMTA traffic that</b>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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					<p><b>originates on its network and is terminated by Sprint, and b) seeks to impose artificial restriction on nature of traffic that can be exchanged over the Interconnection Facilities.</b></p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Termination” has the meaning as defined at 47 C.F.R. § 51.701(d).</b>		<p>Sprint proposed definition</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	See and cf: Sprint accepted AT&T proposed language but it is not reflected in the DPLs.		<b>“Third Party”</b> means any Person other than a Party		<p>Sprint accepts AT&amp;T definition</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Third Party Traffic”</b> means traffic carried by <b>a Party</b> acting as a <b>Transit Service provide</b> that is originated and terminated by and between <b>a Third Party and the other Party to this Agreement</b>		<p>Sprint agrees to include following as defined term, subject to proposed edits as indicated.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	See and cf: AT&T appears to agree with		<b>“Toll Free Service”</b> means service provided with a dialing sequence that invokes toll-		Where is/are the following definition(s) used in the wireless provisions?	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint **“bold italics”** language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs		free (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 8YY NPA SAC Codes.		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b><i>“Transit Service” means the indirect interconnection services provided by one Party (the Transiting Party) to this Agreement for the exchange of Authorized Services traffic between the other Party to this Agreement and a Third Party.</i></b>		Sprint proposed definition  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b><i>“Transit Service Traffic” is Authorized Services traffic that originates on one Telecommunications Carrier’s network, “transits” the network Facilities of one or more other Telecommunications Carrier’s network(s) substantially unchanged, and terminates to yet another Telecommunications Carrier’s network.</i></b>		Sprint proposed definition  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b><i>“Transport” has the meaning as defined at 47 C.F.R. § 51.701(c).</i></b>		Sprint proposed definition  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Trunk(s)” or “Trunk Group(s)”</b> means the switch port interface(s) used and the communications path created to connect <i>Sprint’s</i> network with <u>AT&amp;T-9 STATE’s</u> network for the purpose of exchanging Authorized Services <i>traffic</i> .		Sprint agrees to include following as defined term, subject to proposed edits as indicated  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.		<b>“Trunk-Side”</b> means the Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office Switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of a switching entity to an End User’s ordinary customer premises equipment (e.g., landline or mobile telephone station handsets).		Where is/are the following definition(s) used in the wireless provisions?  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Unpaid Charges”</b> means any undisputed charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date.		Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified  This/these provision(s) should be substantively the same whether a single ICA or two separate	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint ***“bold italics”*** language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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					ICAs are used.	
	<i>See and cf:</i> AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that it is not necessary language.		This is a newly proposed term that does not appear to be necessary.	“Wire Center” means a building or space within a building that serves as an aggregation point on a given Telecommunications Carrier’s network, where transmission facilities are connected and traffic is switched. AT&T 9-STATE’s Wire Center can also denote a building in which one or more Central Office Switches, used for the provision of Exchange Services and Switched Access Services are located.		
	<i>See and cf:</i> AT&T appears to have deleted its prior use of the term “wireless Local Traffic”, but had not affirmatively confirmed such deletion in its DPLs. It is not apparent whether AT&T does, or does not, continue to contend that traffic must be “handed off directly” to be subject to	GT&C Part B			This concept of “handed off directly” is wrong because a) the FCC no longer uses term “Local” with respect to Section 251(b)(5) traffic exchanged between wireless carriers and an ILEC; b) traffic should be defined/categorized for compensation treatment as terminating intraMTA (for which reciprocal compensation is due), terminating interMTA (for which reasonable compensation is due), terminating ISP-Bound (for which .0007 may be due), Information Service and terminating Interconnected VoIP (for which no compensation methodology has been established by FCC and,	AT&T previously contended that traffic that is not directly exchanged between the parties, specifically Interexchange carrier (IXC) traffic, is not subject to reciprocal compensation and “handed off directly” clarifies that point.

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.



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	reciprocal compensation.				<p>therefore, is bill and keep); c) while the old language “handed off directly to Sprint PCS in the same LATA” was inconsequential when the Parties exchanged traffic on a bill and keep basis, if AT&amp;T now insists on the Parties charging each other, such language is contrary to federal law and represents AT&amp;T attempt to avoid its responsibility to pay for all terminating traffic that originates on AT&amp;T network but, on a retail basis, is dialed as 1+; and, d) retail dialing patterns do not govern carrier-to-carrier compensation.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<p><i>See and cf:</i> Definitions are not included in AT&amp;T materials. Sprint’s position is that, if determined to be necessary, language should be identical as to wireless and wireline.</p>		<p><b>*** Advanced Intelligent Network (AIN)</b> is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.</p>		<p><i>**Original definitions that AT&amp;T proposes to delete but Sprint has not yet determined may still be necessary depending upon further review or ultimate resolution of substantive provisions within the body of the entire Agreement</i></p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p><b>***“Intercompany Settlements (ICS)”</b> is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)’s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company’s (RBOC) territory and bills in another RBOC’s territory.</p>			
	<b>Attachment 1 Resale</b>					
33.	Should Attachment 1 be deleted from the Agreement?	Attachments 1			Tentative agreement to delete Attachment 1 as to both Sprint wireless and wireline entities.	
	<b>Attachment 2 Network Elements and Other Services</b>					
34.	Should Attachment 2 be deleted from the Agreement?	Attachments 2	See Sprint proposed Attachment 2 redlines.		<p>Tentative agreement to delete Attachment 2 as to Sprint wireless entities.</p> <p><u>Updated response:</u> Sprint provided AT&amp;T redlines regarding Sprint wireline, to which an AT&amp;T January 20, 2010 response included agreement to some Sprint-proposed changes, disagreement with other Sprint-</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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					proposed changes, and then a failure to adequately respond to yet other Sprint-proposed changes or questions. For example, AT&T suggests that Sprint disagrees with AT&T’s proposed Section 7.7 language, when in fact Sprint simply requested clarification of the meaning of AT&T’s proposed language. In another example, AT&T proposed language for Section 7.1 and then apparently disagreed with its own proposal and attributes the disagreed language to Sprint. Sprint believes the majority of Attachment 2 “issues” can still be resolved, or in the absence of resolution, better defined for resolution through further discussion and submission of a Consolidated Joint DPL.	
	<b>Attachment 3 Network Interconnection</b>					
1.	Should the introductory title and paragraph be consistent with the Scope and Purpose language contained in GTC Part A?  <i>See and cf;</i> AT&T Wireless	Introductory title and paragraph.	<b>Network Interconnection and the Exchange of Authorized Services Traffic</b>  The Parties shall provide <i>Interconnection</i> with each other’s networks for the transmission and routing of <b>Authorized Services Traffic</b> on the following terms:		Yes. Using appropriate terms, the introductory title and paragraph should appropriately describe the overall scope of Interconnection between the Parties.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	<p>DPL does not show this issue at all, but its proposed contract language shows it as disputed; and it is appropriately included as an issue in AT&amp;T Wireline DPL for Attachment 3, Issue 2.</p> <p><b>NOTE: AT&amp;T'S WIRELINE DPL ATTACHMENT 3 ISSUES ARE MISLABELED AT TOP OF DPL AS BEING PART OF "ATTACHMENT 2"</b></p>					
2.	<p>Should all definitions be located in GTC Part B; and, which Attachment 3 Definitions should be retained and/or modified?</p> <p><i>See and cf;</i> AT&amp;T's Wireless</p>	Section 1. Definitions			<p>Yes. There is no reason to have multiple locations for Definitions. The final version of all ultimately retained Definitions should be moved to the GTC Part B Definitions.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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	and Wireline DPLs, neither of which include this issue.					
	<i>See and cf:</i> AT&T Wireless DPL Issue 1 and proposed language which appears to leave this term in Attachment 3, but AT&T’s Wireline materials appear to agree to move this term out of Attachment 3.	1.	<b>“Dedicated Transport” means</b> transmission <i>Facilities</i> , including all <i>Technically Feasible</i> capacity-related services including, but not limited to, DS1, DS3, and Ocn levels, <b>to the extent such <i>Facilities are dedicated</i></b> to a particular customer or carrier, <b>for the exchange of traffic between designated points.</b>		Sprint’s definition is accurate and specific.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.	2.	Sprint does not consider the terms “Interoffice Channel Dedicated Transport”, “Local Channel” to be necessary.		The use of the more generally applicable terms Facility(ties) and Interconnection Facilities, there is no need for individual items that are subsumed within the broader terms/concepts.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or	3.	“Dark Fiber Transport” and “Shared Transport”		Sprint agrees with deletion of these terms (for the same reasons the terms identified above should likewise be struck, i.e., Interoffice Channel Dedicated Transport” and “Local Channel”).	

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	Wireline DPLs.					
	See and cf; AT&T Wireless Attachment 3 Issue 2, but cannot find where AT&T includes or address it in its Wireline materials.	4.	<p><b>“Fiber Meet” is a form of Meet Point Interconnection Arrangement</b> whereby the Parties physically Interconnect their networks via an optical fiber interface.</p> <p><b>“Meet Point” means a POI between two networks, designated by two Telecommunications carriers, at which one carrier’s responsibility for service begins and the other carrier’s responsibility ends.</b></p> <p><b>“Meet Point Interconnection Arrangement” is an arrangement by which each Telecommunications carrier builds and maintains its network to a Meet Point.</b></p>		<p>To complete Fiber Meet definition, also need “Meet Point” and “Meet Point Interconnection Arrangement” from 51.5. Sprint’s definitions are accurate and specific.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	See and cf: AT&T appears to agree with deleting from Attachment 3, but does not confirm such deletion in either the Wireless or Wireline DPLs.	5.	An additional “ISP-Bound Traffic” definition that is different than what is in GTC Part B definitions is not necessary or appropriate.		<p>There is already an “ISP-Bound Traffic” definition in GTC Part B (which also needs revision to correct its erroneous reference to ISP traffic as “telecommunications” traffic rather than “information services”). Further, compensation treatment should be addressed in substantive compensation provisions of Attachment 3, rather than within a definition.</p> <p>This/these provision(s) should be</p>	

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					substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to agree with deleting this from Attachment 3, but does not confirm such deletion in either the Wireless or Wireline DPLs.	6.	Sprint does not agree with AT&T use or terminology of the terms “Local Traffic”, “CLEC Local Traffic” or “Wireless Local Traffic” definitions.		Authorized Services traffic includes multiple traffic categories (Telephone Exchange Service traffic; Telephone Toll traffic; Exchange Access traffic; IntraMTA traffic; InterMTA traffic; Information Service traffic, Interconnected VoIP traffic; and, Transit traffic) and, where available, appropriate statutory terms should be used rather than generic labels such as the term “Local”, which has been expressly rejected by the FCC. Further, compensation treatment should be addressed in substantive compensation provisions of Attachment 3, rather than within a definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to agree with moving these two terms to GTC Part B for consideration, but does not confirm such move in either	7.	Sprint does not consider the terms “Local Only Trunk Group” or “Serving Wire Center” to be necessary.		Use of the generally applicable defined terms Facility(ties) and Interconnection Facilities, results in no need for individual items that are subsumed within the broader terms/concepts. Further, there is no requirement that traffic subject to reciprocal compensation be segregated to a “Local Only Trunk Group”; and, as to the	

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	the Wireless or Wireline DPLs.				unnecessary “Serving Wire Center” term, AT&T has proposed different definitions between GTC Part B and Attachment 3.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to agree with moving these two terms to GTC Part B for consideration, but does not confirm such move in either the Wireless or Wireline DPLs.	8.	“Transit Services Traffic”		See Sprint GTC Part B definition for “Transit Service Traffic”  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to agree with deleting these three terms, but does not confirm such deletion in either the Wireless or Wireline DPLs.		Sprint does not consider the terms “Tandem Switching”, “End Office Switching” or “Physical Point of Interconnection” to be necessary.		The use of a stated Rate for each category of Authorized Services traffic renders the use of the terms “Tandem Switching”, “End Office Switching” and “Physical Point of Interconnection” unnecessary. Further, AT&T’s “Physical Point of Interconnection” definition is unnecessarily duplicative in light of the “Interconnection Point / Point of Interconnection” definition already in GTC Part B. And, again, compensation treatment should be addressed in substantive compensation	

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					<p>provisions of Attachment 3, rather than within a definition.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<p><i>See and cf:</i> Sprint accepted AT&amp;T proposed deletion of this term, but AT&amp;T does not confirm such deletion in either the Wireless or Wireline DPLs.</p>	9.	“Virtual Point of Interconnection”		Sprint agrees with deletion of this term.	
3.	<p>Attachment 3, Section 2.1 falls within GTC Part A stated Issue 3 “Should defined terms not only be consistent with the law, but also consistently used throughout the entire Agreement?” and Issue 5 “How Should Scope and Purpose be described?”</p> <p><i>See and cf;</i> AT&amp;T Wireless</p>	Attachment 3 Section 2.1	2.1 AT&T 9-STATE shall provide <i>Interconnection</i> with AT&T 9-STATE’s network at any <i>Technically Feasible</i> point within AT&T 9-STATE’s network.		<p>Sprint’s language capitalizes the terms “Interconnection” and “Technically Feasible” (for which Sprint has added a defined term in GTC Part B), which should both be treated as defined terms.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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	Attachment 3 Issue 3 and Wireline Attachment 3 Issue 3.					
4.	What provisions should be included regarding Methods of Interconnection?  <i>See and cf;</i> AT&T Wireless Attachment 3 Issues 3 and 4 and Wireline Attachment 3 Issue 4.	Attachment 3 Section 2.2	<b><i>2.2 Methods of Interconnection Sprint may request, and AT&amp;T will accept and provide, Interconnection using any one or more of the following Network Interconnection Methods (NIMs): (1) purchase of Interconnection Facilities by one Party from the other Party, or by one Party from a Third Party; (2) Physical Collocation Interconnection; (3) Virtual Collocation Interconnection; (4) Fiber Meet Interconnection; (5) other methods resulting from a Sprint request made pursuant to the Bona Fide Request/New Business Request process set forth in the General Terms and Conditions – Part A of this Agreement; and (6) any other methods as mutually agreed to by the Parties. In addition to the foregoing, when Interconnecting in its capacity as an FCC licensed wireless provider,</i></b>		Sprints language identifies the various methods by which Sprint can obtain interconnection, without reference to additional concepts that are, and should be, addressed elsewhere in separately distinct provisions (e.g., locations where Interconnection can occur).  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			<i>Sprint may also purchase as a NIM under this Agreement Type 1, Type 2A and Type 2B Interconnection arrangements described in AT&amp;T 9-STATE’s General Subscriber Services Tariff, Section A35, which shall be provided by AT&amp;T 9-STATes at the rates, terms and conditions set forth in this Agreement.</i>			
5.	Where is Sprint entitled to designate the Point of Interconnection (POI) and how many POIs may be required?  <i>See and cf;</i> AT&T Wireless Attachment 3 Issue 4 and Wireline Attachment 3 Issue 6.	Attachment 3 Section 2.3	<b><i>2.3 Point(s) of Interconnection. The Parties will establish reciprocal connectivity to at least one AT&amp;T 9-STATE Access Tandem selected by Sprint within each LATA that Sprint desires to serve. Notwithstanding the foregoing, Sprint may elect to Interconnect at any additional Technically Feasible Point(s) of Interconnection on the AT&amp;T network.</i></b>		Sprint does not agree with AT&T wireline language, Section 2.8, in which AT&T attempts to impose mutuality obligations upon Sprint that are inconsistent with Sprint’s rights to select the number and locations of POIs as long as there is a minimum of one per LATA, and such location is at a Technically Feasible point.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
6.	What provisions should be included regarding continuation of pre-existing	Attachment 3 Section 2.4	<b><i>2.4 Pre-existing Arrangements. Until otherwise requested by Sprint, AT&amp;T 9-STATE shall continue to provide Interconnection through the</i></b>		This section addresses the reality that there are already physically existing Interconnection Facilities and Points of Interconnection in place, that will remain in place	

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	<p>arrangements?</p> <p><i>See and cf;</i> AT&amp;T Wireless Attachment 3 Issue 4 and Wireline Attachment 3 Issue 5.</p>		<p><i>existing Interconnection Facilities and Points of Interconnection established pursuant to the Interconnection agreement that is being replaced by this Agreement. AT&amp;T 9-STATE shall provide such new Interconnection Facilities, Points of Interconnection and Interconnection arrangements as Sprint may request pursuant to this Agreement.</i></p>		<p>unless otherwise modified, as well as new arrangements that will occur after the execution of this Agreement.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
7.	<p>What Interconnection Facilities / Trunking provisions should be included regarding which party selects whether Facilities will be 1-way or 2-way; and, any requirement for establishment of reciprocal trunk groups?</p> <p><i>See and cf;</i> AT&amp;T Wireless Attachment 3 Issue 4 and Wireline Attachment 3</p>	Attachment 3 Section 2.5	<p><b>2.5 Interconnection Facilities.</b></p> <p><b>2.5.1 Directionality and Conformance Standards. Interconnection Facilities will be established as two-way Facilities except a) where it is not Technically Feasible for AT&amp;T 9-STATE to provide the requested Facilities as two-way Facilities, or b) where Sprint requests the use of one-way Facilities.</b></p> <p><b>Interconnection Facilities</b> shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 (SS7) connectivity is required at each Interconnection Point</p>		<p>As long as it is Technically Feasible, AT&amp;T is required to provide 2-way trunking upon Sprint’s request. 47 C.F.R. § 51.305(f).</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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	Issue 8.		<p>after Sprint implements SS7 capability within its own network. <b>AT&amp;T 9-STATE</b> will provide out-of-band signaling using Common Channel Signaling Access Capability where <b>Technically Feasible, AT&amp;T 9-STATE and Sprint Facilities</b> shall provide the necessary on-hook, off-hook Answer and Disconnect Supervision and shall hand off calling party number ID when <b>Technically Feasible</b>. If a Party Interconnects via the purchase of Facilities and/or services from the other Party, the appropriate tariff from which such services are purchased <b>for use as Interconnection Facilities</b> will apply, <b>subject to the rates, terms and conditions set forth in this Agreement</b>.</p> <p><b>2.5.2 Trunk Groups.</b> The Parties will establish trunk groups from the <b>Interconnection Facilities</b> such that each Party provides a reciprocal of each trunk group established by the other Party. Notwithstanding the foregoing, each Party may construct its network to achieve optimum cost effectiveness and network efficiency. Unless otherwise</p>			

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			<p>agreed, <b>AT&amp;T 9-STATE</b> will provide or bear the cost of all trunk groups for the delivery of <b>Authorized Services traffic from the POI at which the Parties Interconnect to the Sprint Central Office Switch, and Sprint</b> will provide the delivery of <b>Authorized Services traffic from the Sprint Central Office Switch to each POI at which the Parties Interconnect.</b></p>			
8.	<p>How are Interconnection Facility Costs apportioned between the Parties?</p> <p>Should transit traffic that originates with a third party and terminates to Sprint be imputed to Sprint for purposes of allocating the proportionate use of interconnection facilities?</p> <p>See and cf; AT&amp;T Wireless</p>	Attachment 3 Section 2.5.3	<p><b>2.5.3 Interconnection Facility Costs. The costs of Interconnection Facilities provided directly by one Party to the other, or by one of the Parties obtaining such Facilities from a Third Party, shall be shared between the Parties as follows:</b></p> <p><b>(a) Sprint wireless MSC Location. When a Sprint MSC and the POI to which is Interconnected are in the same MTA, the Sprint MSC location means the actual physical location of such MSC in that MTA. When a Sprint MSC is physically located in a different MTA than the POI to which it is Interconnected, the Sprint</b></p>		<p>47 C.F.R. § 51.703(b) prohibits AT&amp;T from charging Sprint for traffic originated on AT&amp;T's network; and, as the provider of Interconnection Facilities, AT&amp;T is only authorized by 47 C.F.R. § 51.709(b) to charge Sprint “the proportion of that trunk capacity used [by Sprint] to send traffic that will terminate on [AT&amp;T's network].” As to transited traffic, under the calling party network pays regime, an originating carrier is responsible for all of the cost associated with the delivery of its traffic to the terminating network. <i>Mountain Communications, Inc. v. FCC</i>, 355 F.3d 644 (D.C. 2004).</p> <p>The AT&amp;T cited case involves a wireless 1-way paging carrier. The decision fails to</p>	

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	Attachment 3 Issue 5 and Wireline Attachment 3 Issue 9		<p><i>MSC location means such MSC’s point of presence location designated in the LERG that is within the same MTA as the POI.</i></p> <p><i>(b) Sprint non-wireless Switch Location, When a Sprint non-wireless switch and the POI to which it is interconnected are in the same LATA, the Sprint switch location means the actual physical location of such non-wireless switch in that LATA. When a Sprint non-wireless switch is physically located in a different LATA than the POI to which it is interconnected, the Sprint non-wireless switch location means such CLEC switch’s point of presence location designated in the LERG that is within the same LATA as the POI.</i></p> <p><i>(c) Two-way Interconnection Facilities. The recurring and non-recurring costs of two-way Interconnection Facilities between Sprint Central Office Switch locations and the POI(s) to which such switches are interconnected at AT&amp;T 9-STATE Central Office Switches shall be</i></p>		<p>acknowledge and address either 1) the <i>Mountain</i> D.C. Circuit decision that an “originating carrier should bear <i>all</i> transport costs” associated with the delivery of its traffic, or 2) the application of the express language contained in 51.709(b).</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p><i>shared based upon the Parties' respective proportionate use of such Facilities to deliver all Authorized Services traffic originated by its respective End-User or Third-Party customers to the terminating Party. Such proportionate use will, based upon mutually acceptable traffic studies, be periodically determined and identified as a state-wide "Proportionate Use Factor".</i></p> <p><i>(1) As of the Effective Date the Parties' Proportionate Use Factor is deemed to be 50% Sprint and 50% AT&amp;T 9-STATE. Beginning six (6) months after the Effective Date, and thereafter not more frequently than every six (6) months, a Party may request re-calculation of a new Proportionate Use Factor to be prospectively applied,</i></p> <p><i>(2) Unless another process is mutually agreed to by the Parties, on each invoice rendered by a Party for two-way Interconnection Facilities, the Billing Party will apply the Proportionate Use Factor to reduce its</i></p>			

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			<p><i>charges by the Billing Party’s proportionate use of such Facilities. The Billing Party will reflect such reduction on its invoice as a dollar credit reduction to the Interconnection Facilities charges to the Billed Party, and also identify such credit by circuit identification number(s) on a per DS-1 equivalents basis.</i></p> <p><i>(d) One-way Interconnection Facilities. When one-way Interconnection Facilities are utilized, each Party is responsible for the ordering and all costs of such Facilities used to deliver of Authorized Services traffic originated by its respective End User or Third Party customers to the terminating Party.</i></p> <p><i>(e) Transit Service Interconnection Facilities. The costs of Interconnection Facilities used to deliver Sprint-originated Authorized Services traffic between a Point of Interconnection at an AT&amp;T 9-State Switch and the POI at which AT&amp;T hands off Sprint originated traffic to a Third Party who is indirectly Interconnected</i></p>			

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			<p><i>with Sprint via AT&amp;T, are recouped by AT&amp;T as a component of AT&amp;T's Transit Service per minute of use charge. AT&amp;T shall not charge Sprint for any costs associated with the origination or delivery of any Third Party traffic delivered by AT&amp;T to Sprint.</i></p> <p><i>(f) DEOT Interconnection Facilities. Subject to Sprint's sole discretion, Sprint may (1) order DEOT Interconnection Facilities as it deems necessary, and (2) to the extent mutually agreed by the Parties on a case by case basis, order DEOT Interconnection Facilities to accommodate reasonable requests by AT&amp;T. A DEOT Interconnection Facility creates a Dedicated Transport communication path between a Sprint Switch Location and an AT&amp;T End Office switch. If a DEOT is requested by Sprint, the POI for the DEOT Interconnection Facility is at the AT&amp;T 9-STATE End Office, with the costs of the entire Facility shared in the same manner as any other Interconnection Facility. If</i></p>			

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			<p><i>a DEOT is being established to accommodate a request by AT&amp;T, absent the affirmative consent of Sprint to a different treatment, the Parties will only share the portion of the costs of such Facilities as if the POI were established at the AT&amp;T Access Tandem that serves the AT&amp;T End Office to which the DEOT is installed, and AT&amp;T will be responsible for all further costs associated with the Facilities between the Access Tandem POI and the AT&amp;T End Office.</i></p>			
9.	<p>What, if any, restrictions may be imposed on the type of Authorized Services traffic that can be exchanged over the Facilities?</p> <p><i>See and cf:</i> AT&amp;T Wireless Attachment 3 Issue 6 and Wireline Attachment 3 Issue 10.</p>	Attachment 3, Section 2.5.4	<p><b>2.5.4 Use of Interconnection Facilities.</b></p> <p><b><i>(a) No Prohibitions. Nothing in this Agreement shall be construed to prohibit Sprint from using Interconnection Facilities to deliver any Authorized Services traffic to or from any Third-Party.</i></b></p> <p><b><i>(b) Multi-Use/Multi-Jurisdiction Trunking. Generally, there will be</i></b></p>		<p>Combining Authorized Services traffic over the same trunks is efficient, economical, and there is no basis for AT&amp;T to restrict the nature of Authorized Services traffic that Sprint may exchange over Interconnection Facilities.</p> <p>Notwithstanding AT&amp;T's stated position that “[s]ince the agreement is for local wireless traffic, InterMTA traffic should not be routed over local trunk groups”, AT&amp;T regularly sends wireline-originated interMTA traffic over Interconnection Facilities, as it is literally</p>	

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			<p><i>trunk groups between a Sprint MSC and a POI, and between a Sprint CLEC switch and a POI. Nothing in this Agreement shall be construed to prohibit a Sprint wireless entity or Sprint CLEC from sending and receiving all of such entity’s respective Authorized Services traffic over its own respective trunks on a combined trunk group. Further, provided the Sprint wireless entity or Sprint CLEC can demonstrate an ability to identify each other’s respective Authorized Services traffic as originated by each other’s respective switches, upon ninety (90) days notice, either the Sprint wireless entity or Sprint CLEC may also commence delivering each other’s originating Authorized Services traffic to AT&amp;T 9-STATE over such Sprint entity’s combined trunk group.</i></p> <p><i>(c) Jointly Provided Switched Access. When AT&amp;T 9-STATE and Sprint jointly provide switched access services to an IXC regarding the delivery of Telephone Toll Service or</i></p>		<p>impossible for AT&amp;T to avoid doing so. Thus, AT&amp;T cannot even comply with its own stated position.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p><i>Toll Free Service (e.g., originating 8YY services), each Party will provide its own access services to the IXC. The Party identified in the LERG as the Access Tandem provider for such calls will make available to the other Party appropriate billing records at no charge, and each Party will bill its own access services to the IXC.</i></p> <p><i>(d) Sprint as a Transit Provider. As of the Effective Date of this Agreement Sprint is not a provider of Transit Service to either AT&amp;T 9-STATE or a Third Party. However, Sprint reserves the right to become a Transit Service provider in the future, and will provide AT&amp;T 9-STATE a minimum of ninety (90) days notice before Sprint begins using Interconnection Facilities to provide a Transit Service for the delivery of Authorized Services traffic between a Third Party and AT&amp;T 9-STATE.</i></p>			
10.	See and cf; AT&T Wireless Attachment 3 Issue 7, but in the Wireline it	Attachment 3, Section 2.6	<b>2.6. Virtual or Physical Collocation Interconnection. Sprint may Interconnect using</b>		Sprint is entitled to Collocation that may be negotiated on an individual case basis.  This/these provision(s) should be	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “**bold italics**” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	does not appear as a disputed issue in AT&T’s Wireline DPL, and does appear as “Accepted” in the Wireline proposed language.		<i>Virtual or Physical Collocation pursuant to the provisions set forth in Attachment 4 of this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement, negotiated on an individual case basis.</i>		substantively the same whether a single ICA or two separate ICAs are used.	
11.	See and cf; AT&T Wireless Attachment 3 Issue 8 and Wireline Attachment 3 Issue 11.	Attachment 3, Section 2.7	<p><b>2.7 Fiber Meet Interconnection.</b></p> <p><b>2.7.1</b> Fiber Meet Interconnection between <b>AT&amp;T 9-STATE</b> and Sprint can occur at any <b>Technically Feasible</b> point between <b>Sprint</b> premises and an <b>AT&amp;T 9-STATE Central Office, within an MTA, or LATA, as applicable, or at any other mutually agreeable point.</b></p> <p><b>2.7.2</b> If <b>Sprint</b> elects to Interconnect with <b>AT&amp;T 9-STATE</b> pursuant to a Fiber Meet, <b>the Parties</b> shall jointly engineer and operate a Synchronous Optical Network (“SONET”) transmission system by which they shall Interconnect for the transmission and routing of <b>Authorizes Services traffic</b> via <b>designated Facilities</b> at <b>Technically Feasible</b></p>		<p>Sprint’s Fiber Meet language incorporates the appropriate use of defined terms.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p>transmission speeds as mutually agreed to by the Parties. <b>The Parties</b> shall work jointly to determine the specific transmission system to permit the successful Interconnection and completion of traffic routed over the Facilities that Interconnect at the Fiber Meet. <b>The technical specifications will be designed so that each Party may</b>, as far as is Technically Feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. Neither <b>Party</b> will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT).</p> <p><b>2.7.3</b> There are two basic Fiber Meet design options. The option selected must be mutually agreeable to both <b>Parties</b>, but neither shall unreasonably withhold its agreement to utilize a Fiber Meet design option. Additional arrangements may be mutually developed and agreed to by <b>the Parties</b> pursuant to the requirements of this section.</p> <p>(a) Design One: <b>Sprint's</b> fiber</p>			

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			<p>cable (four fibers) and <b>AT&amp;T 9-STATE’s</b> fiber cable (four fibers) are connected at a <b>Technically</b> Feasible point between <b>Sprint</b> and <b>AT&amp;T 9-STATE</b> locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties’ fiber cables would be terminated and then cross connected on a fiber termination panel. Each Party would supply a fiber optic terminal at its respective end. The POI would be at the fiber termination panel at the mid-point <b>Meet Point</b>.</p> <p>(b) Design Two: Both <b>Sprint</b> and <b>AT&amp;T 9-STATE</b> each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both <b>Sprint</b> and <b>AT&amp;T 9-STATE</b>. <b>AT&amp;T 9-STATE</b> will provide the fibers associated with the “working” side of the system. <b>Sprint</b> will provide the fibers associated with the “protection” side of the system. <b>Sprint</b> and <b>AT&amp;T 9-STATE</b> will work cooperatively to terminate each other’s fiber in order to provision this joint point-to-</p>			

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			<p>point linear chain or fiber ring SONET system. Both <b><i>Sprint</i></b> and AT&amp;T 9-STATE will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation.</p> <p><b>2.7.4 AT&amp;T 9-STATE</b> shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment within the Interconnecting <b><i>AT&amp;T 9-STATE Central Office</i></b>.</p> <p><b>2.7.5 Sprint</b> shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Interconnecting <b><i>Sprint Central Office</i></b>.</p> <p><b>2.7.6 Sprint</b> and <b><i>AT&amp;T 9-STATE</i></b> may mutually agree upon a <b><i>Technically Feasible Point of Interconnection outside the Interconnecting AT&amp;T 9-STATE Central Office</i></b> as a Fiber Meet point. <b><i>AT&amp;T 9-STATE</i></b> shall make all necessary preparations to receive, and to allow and enable <b><i>Sprint</i></b> to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. <b><i>AT&amp;T 9-</i></b></p>			

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			<p><b>STATE</b> shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification (“CLLI”) code will be established for each Point of Interconnection. The code established must be a building type code. All orders shall originate from the Point of Interconnection (i.e., Point of Interconnection to <b>Sprint</b>, Point of Interconnection to <b>AT&amp;T 9-STATE</b>).</p> <p><b>2.7.7 Sprint</b> shall deliver and maintain <b>Sprint’s</b> fiber optic Facility wholly at its own expense. Upon verbal request by <b>Sprint, AT&amp;T 9-STATE</b> shall allow <b>Sprint</b> access to the Fiber Meet entry point for maintenance purposes as promptly as possible.</p> <p><b>2.7.8</b> Each Party shall provide or lease its own, unique source for the synchronized timing of its equipment. Each timing source must be Stratum-1 traceable. Both <b>Sprint</b> and <b>AT&amp;T 9-STATE</b> agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified</p>			

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			<p>above.</p> <p><b>2.7.9 Sprint and AT&amp;T 9-STATE</b> will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. <b>Sprint and AT&amp;T 9-STATE</b> will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by <b>Sprint and AT&amp;T 9-STATE</b>.</p> <p><b>2.7.10 Sprint and AT&amp;T 9-STATE</b> shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of its own SONET transmission system.</p> <p><b>2.7.11</b> Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such</p>			

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			<p>Fiber Meet.</p> <p><b>2.7.12 Neither Sprint or AT&amp;T 9-STATE</b> shall charge the other for its portion of the Fiber Meet facility used exclusively for the exchange of <b>Authorized Services</b> traffic. Charges incurred for other services from the Fiber Meet to the point where the Facilities terminate, if applicable, will apply.</p>			
	This appears to be subsumed within prior Sprint Issue 5, AT&T Wireless Attachment 3 Issue 4 and Wireline Attachment 3 Issue 6, all of which address the location and number of POIs required.	AT&T Wireline Attachment 3, Section 2.8	There is no Section 2.8 within Sprint's proposed language.		There is no Section 2.8 within Sprint's proposed language.	
12.	<p>What is the appropriate price for Interconnection Facilities / Trunking, TELRIC or Market?</p> <p>Is it permissible to price interconnection</p>	Attachment 3, Section 2.9	<p><b>2.9 Interconnection Facilities/Arrangements Rates and Charges.</b></p> <p><b>2.9.1 AT&amp;T 9-STATE Rates and Charges. Beginning with the Effective Date, all recurring and non-recurring rates and charges (“Rates/Charges”) charged by AT&amp;T 9-STATE for pre-existing or new</b></p>		47 U.S.C. Section 252(d)(1) establishes the federal Pricing Standards applicable to, and under which, the Commission is required to establish the just and reasonable rate for Interconnection Facilities provided by an ILEC such as AT&T pursuant to its 251(c)(2) interconnection obligations. Pursuant to the FCC’s pricing methodology contained in 47	

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	<p>facilities for CMRS carriers at market based rates?</p> <p>See and cf; AT&amp;T Wireless Attachment 3 Issue 9 and Wireline Attachment 3 Issue 12.</p>		<p><i>Interconnection Facilities or Interconnections arrangements (“Interconnection-Related Services”) that AT&amp;T provides to Sprint shall be at the lowest of the following Rates/Charges:</i></p> <p><i>a) The Rates/Charges in effect between the Parties’ for Interconnection-Related Services under the Interconnection agreement in effect immediately prior to the Effective Date of this Agreement;</i></p> <p><i>b) The Rates/Charges negotiated between the Parties as replacement Rate/Charges for specific Interconnection-Related Services to the extent such Rates/Charges are expressly included and identified in this Agreement;</i></p> <p><i>c) The Rates/Charges at which AT&amp;T 9-STATE charges any other Telecommunications carrier for similar Interconnection-Related Services;</i></p> <p><i>d) AT&amp;T 9-STATES’ tariffed Facility Rates/Charges reduced by thirty-five percent (35%) to</i></p>		<p>C.F.R. § 51.501 et. seq., the price for Interconnection Facilities is established based upon forward-looking economic costs as defined in 47 C.F.R. § 51.505, which is commonly referred to as TELRIC pricing.</p> <p>In the absence of lower, current TELRIC pricing (i.e., updated since the AT&amp;T/BellSouth merger) AT&amp;T should be required to offer Interconnection Facilities at interim rates that are no higher than AT&amp;T’s tariffed Facility Rates/Charges reduced by thirty-five percent (35%) until such time that current TELRIC studies are performed to establish current Interconnection Facility TELRIC pricing.</p> <p>Further, if AT&amp;T provides interconnection arrangements to any carrier that is lower than either a) existing AT&amp;T Interconnection Facility TELRIC pricing, or b) AT&amp;T’s tariffed Facility Rates/Charges reduced by 35% or more, principles of non-discrimination require AT&amp;T to disclose such arrangements for Sprint to determine whether or not it is entitled to such pricing.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate</p>	

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			<p><i>approximate the forward-looking economic cost pursuant to 47 C.F.R. § 51.501 et. seq. when such Facilities are used by Sprint as Interconnection Facilities. Such reduced tariff Rates/Charges shall remain available for use at Sprint’s option until such time that final Interconnection Facilities Rates/Charges are established by the Commission based upon an approved AT&amp;T 9-STATE forward looking economic cost study either in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission;</i></p> <p><i>or,</i></p> <p><i>e) The Rates/Charges for any other Interconnection arrangement established by the Commission based upon an approved AT&amp;T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.</i></p> <p><b>2.9.2. Reduced AT&amp;T 9-STATE Rates/Charges True-</b></p>		<p>ICAs are used.</p>	

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			<p><i>Up. If the lowest AT&amp;T 9-STATE Rates/Charges are established by the Commission in the context of the review and approval of an AT&amp;T 9-STATE cost-study, or were provided by AT&amp;T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&amp;T 9-STATE shall true-up and refund any difference between such Rates/Charges and the Rates/Charges that Sprint was invoiced for such Interconnection-related services between the Effective Date of this Agreement and the date that AT&amp;T 9-STATE implements billing the reduced Rate/Charges to Sprint. AT&amp;T 9-STATE shall implement all reductions in Interconnection-related Rates/Charges as non-chargeable record-keeping billing adjustments at its own cost, and shall not impose any disconnection, re-connection, or re-arrangement requirements or charges of any type upon Sprint as a pre-requisite to Sprint receiving such reduced Interconnection Rates/Charges.</i></p>			

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			<p><i>2.9.3 Sprint Rates and Charges. Rates/Charges for pre-existing and new Interconnection Facilities that Sprint provides AT&amp;T 9-STATE will be on a pass-through basis of the costs incurred by Sprint to obtain and provide such Facilities.</i></p> <p><i>2.9.4 Billing. Except to the extent otherwise provided in Section 2.5.3 and this Section, or as may be mutually agreed by the Parties, billing for Interconnection Facilities will be on a monthly basis, with invoices rendered and payments due in the same time frames and manner as billings for other Services subject to the terms and conditions of this Agreement. Subject to all of the provisions of this Section 2 Network Interconnection, general billing requirements are in the General Terms and Conditions and Attachment 7.</i></p>			
13.	What Network Management provisions should be included?	Attachment 3; Section 3.	<p><b>3. Network Management</b></p> <p><b>3.1</b> <i>The Parties</i> will work cooperatively to install and maintain reliable Interconnected</p>		Sprint’s Network Management provisions are substantially premised upon the Parties original Section 4 Wireless	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.



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	<p>What is the appropriate language to describe the parties' obligations regarding high volume mass calling trunk groups?</p> <p>What are the appropriate trunk blocking objectives?</p> <p><i>See and cf;</i> AT&amp;T Wireless Attachment 3 Issues 10, 11 &amp; 12 and Wireline Attachment 3 Issue 13.</p>		<p>telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures.</p> <p><b>AT&amp;T 9-STATE</b> will provide notice of changes in the information necessary for the transmission and routing of services using its Facilities or networks, as well as of any other changes that would affect the interoperability of those Facilities and networks.</p> <p><b>3.2 Blocking.</b> The Interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.</p> <p><b>3.2.1 Design Blocking Criteria. Forecasting trunk projections and servicing trunk requirements for Interconnection trunk groups shall be based on the average time consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average grade-of-service for Interconnection final trunk groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day</b></p>		<p>Network Design and Management Provisions. There is no reason why the same, even with slight modification, should not be equally applicable in the context of either a wireless or wireline Interconnecting Sprint entity.</p> <p>Further, it is not appropriate for AT&amp;T to impose unnecessary costs and requirements upon a requesting carrier such as the use of Mass Trunk Groups in the absence of any Sprint need for such facilities.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p><i>average busy hour of the busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements).</i></p> <p><b>3.3 Network Congestion. The Parties</b> will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.</p> <p><b>3.3.1 High Volume Call In / Mass Calling Trunk Group. Separate high-volume callin (HVCI) trunk groups will be required for high-volume customer calls (e.g., radio contest lines). If the need for HVCI trunk groups are identified by either Party, that Party may initiate a meeting at which the Parties will negotiate where HVCI</b></p>			

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			<p><i>Trunk Groups may need to be provisioned to ensure network protection from HVCI traffic.</i></p> <p>3.4 Neither Party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network Interconnection arrangement <b>to conform to the terms and conditions</b> contained in this Agreement. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs, <b>but only to the extent such tariffs and fees are not inconsistent with the terms and conditions of this Agreement.</b></p> <p>3.5 <b>Signaling.</b> The Parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling</p>			

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			<p>party category, charge number, etc. All privacy indicators will be honored, and BellSouth and Sprint PCS agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.</p> <p><b>3.6 Forecasting. Sprint agrees to provide forecasts for Interconnection Facilities on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&amp;T 9-STATE forecast. These non-binding forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups for a minimum of three years. When the forecast is submitted, the Parties agree to meet and review the forecast submitted by Sprint. As part of the review process, AT&amp;T 9-STATE will share any network plans or changes with Sprint that would impact the submitted forecast.</b></p> <p><b>3.7 The Parties</b> will provide each other with the proper call</p>			

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			information, including all proper translations for routing between networks and any information necessary for billing where <b>AT&amp;T 9-STATE</b> provides recording capabilities. This exchange of information is required to enable each Party to bill properly.			
14.	Is Transit Service a form of Interconnection transmission and routing that AT&T 9-STATE is required to provide all Sprint entities pursuant to 47 U.S.C. § 251(c)(2)(A), (B), (C) and (D); and, as to the Sprint wireless entities, also pursuant to 47 C.F.R. § 20.11?  <i>See and cf;</i> AT&T Wireless Attachment 3 Issue 13 and Wireline Attachment 3 Issue 1.	Attachment 3, Section 4	<p><b>4 Transit Service.</b></p> <p><b><i>4.1 AT&amp;T 9-STATE shall provide the necessary transmission and routing to exchange Authorized Services traffic between Sprint and any other Third Party that, according to the LERG, is also interconnected to AT&amp;T 9-STATE in the same LATA in which Sprint is interconnected to AT&amp;T 9-STATE.</i></b></p> <p><b><i>4.2 Upon Sprint providing AT&amp;T 9-STATE notice that Sprint will begin using Interconnection Facilities to provide a Transit Service at stated rate(s), such rate(s) shall be added to this Agreement by amendment and AT&amp;T 9-STATE will provide Sprint sixty (60) days notice if AT&amp;T 9-STATE desires to use such service.</i></b></p> <p><b><i>4.3 The Party that provides a Transit Service under this</i></b></p>		<p>Yes. Transit Service is the means by which Indirect Interconnection is implemented, and clearly constitutes a service that meets the requirements of what a LEC is required to provide a requesting carrier pursuant to 47 U.S.C. § 251(c)(2) (A) through (D).</p> <p>The Kentucky Commission has required AT&amp;T to provide transit at TELRIC pricing unless AT&amp;T can justify additional costs. <i>Joint Petition for Arbitration of Newsouth Communications, Inc. et al. of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant To Section 252(B) of the Communications Act of 1934, as amended, Case No. 2004-00044, Order at p 18 -19 (issued March 14, 2006).</i></p> <p>AT&amp;T is only entitled to impose transit charges upon Sprint that are related to the delivery of Sprint-originated traffic.</p>	

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			<i>Agreement (“Transit Provider”) shall only charge the other Party (“Originating Party”) the applicable Transit Rate for Transit Service Traffic that the Transit Provider delivers to the Third Party network upon which such traffic is terminated.</i>		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
15.	See and cf: AT&T appears to have accepted Section 5 Local Dialing Parity language in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.	Attachment 3, Section 5	<p><b>5. Local Dialing Parity</b></p> <p>Each Party shall provide local dialing parity, meaning that each Party’s customers will not have to dial any greater number of digits than the other Party’s customers to complete the same call.</p>		<p>Sprint specifically does not accept AT&amp;T “out of exchange language” that is proposed in its wireline language – now “ATTACHMENT 3a – OUT OF EXCHANGE-LEC”.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
16.	Are two Authorized Services traffic categories, with corresponding category rates, sufficient for the Parties to bill each other for traffic exchanged over Interconnection Facilities?	Attachment 3, Section 6, 6.1.1 – 6.1.2	<p><b>6. Authorized Services Traffic Per Minute Usage.</b></p> <p><b>6.1 Classification of Authorized Services Traffic Usage.</b></p> <p><i>[If only two billable categories are deemed necessary:]</i></p> <p><b>6.1.1 Authorized Services wireless traffic exchanged between the Parties</b></p>		<p>Sprint is willing to consider the use of only two (2) billable Authorized Services Traffic categories, consisting of:</p> <p>1) a single, unified rate for all non-transit traffic; and 2) a TELRIC-based transit charge.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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	See and cf; AT&T Wireless Attachment 3 Issue 14 and Wireline Attachment 3 Issue 14, but the Wireline DPL Issue 14 does not accurately depict Sprint’s language.		<p><i>pursuant to this Agreement will be classified as Authorized Services wireless Terminated Traffic (which will include IntraMTA Traffic, InterMTA Traffic, Information Services traffic, Interconnected VoIP traffic), Jointly Provided Switched Access traffic, or Transit Service Traffic.</i></p> <p><i>6.1.2 Authorized Services wireline traffic exchanged between the Parties pursuant to this Agreement will be classified as Authorized Services wireline Terminated Traffic (which will include Telephone Exchange Service Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic), Jointly Provided Switched Access traffic, or Transit Service Traffic.</i></p>			
17.	If more than two categories of Authorized Services traffic and corresponding rates are required, how should	Attachment 3, Alternative Section 6, 6.1.1 – 6.1.2	<p><i>[If more than two billable categories are deemed necessary:]</i></p> <p><i>6.1.1 Authorized Services wireless traffic exchanged between the Parties pursuant to this Agreement will be classified as</i></p>		If more than two (2) billable Authorized Services Traffic categories must be used, Sprint’s language identifies each of the appropriate categories for classifying traffic under this Agreement.  This/these provision(s) should be	

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	<p>Authorized Services traffic be categorized?</p> <p><i>See and cf;</i> AT&amp;T Wireless Attachment 3 Issue 14 and Wireline Attachment 3 Issue 14, but the Wireline DPL Issue 14 does not accurately depict Sprint’s language.</p>		<p><b><i>IntraMTA Traffic, InterMTA Traffic, Information Services traffic, Interconnected VoIP traffic, Jointly Provided Switched Access traffic, or Transit Service Traffic.</i></b></p> <p><b><i>6.1.2 Authorized Services wireline traffic exchanged between the Parties pursuant to this Agreement will be classified as Telephone Exchange Service Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic, Jointly Provided Switched Access traffic, or Transit Service Traffic.</i></b></p>		<p>substantively the same whether a single ICA or two separate ICAs are used.</p>	
18.	<p>For each category of Authorized Services traffic, what compensation is due from each Party to the other?</p> <p>What is appropriate compensation for</p>	Attachment 3; Section 6.2.	<p>6.2 Authorized Services Traffic Usage Rates.</p> <p>6.2.1 The applicable Authorized Services per Conversation MOU Rate for each category of Authorized Service traffic is contained in the Pricing Schedule attached hereto.</p> <p><b><i>6.2.2 The following are the Authorized Services Per</i></b></p>		<p>This section establishes the application of the Conversation MOU, Sprint’s entitlement to the lowest available rate, true-up, and general symmetrical rate application. However, establishment of actual rates is the next Issue.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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	<p>Section 251 (b)(5) traffic?</p> <p>What is the appropriate language to reflect the actual flow and treatment of ISP-bound traffic between the parties given that ISP traffic is exclusively mobile-to-land and what is the appropriate compensation for such traffic?</p> <p>See and cf; AT&amp;T Wireless Attachment 3 Issue 15 and Wireline Attachment 3 Issue 14, but the Wireline DPL Issue 14 does not accurately depict Sprint’s language.</p>		<p><b>Conversation MOU Usage Rate categories:</b></p> <p><b><i>[If only two billable categories are deemed necessary:]</i></b></p> <p><b>Sprint wireless traffic/Sprint CLEC wireline traffic:</b></p> <ul style="list-style-type: none"> <li>- <b>Terminated wireless/wireline Traffic Rate</b></li> <li>- <b>Transit Service Rate</b></li> </ul> <p><b><i>[If more than two billable categories are deemed necessary:]</i></b></p> <p><b>Wireless traffic:</b></p> <ul style="list-style-type: none"> <li>- <b>IntraMTA Rate</b></li> <li>- <b>Land-to-Mobile InterMTA Rate</b></li> </ul> <p><b>Wireline traffic:</b></p> <ul style="list-style-type: none"> <li>- <b>Telephone Exchange Service Rate</b></li> <li>- <b>Telephone Toll Service Rate</b></li> </ul> <p><b>Wireless or Wireline traffic:</b></p> <ul style="list-style-type: none"> <li>- <b>Information Services Rate</b></li> <li>- <b>Interconnected VoIP Rate- N/A</b></li> <li>- <b>Transit Service Rate</b></li> </ul> <p>6.2.2 Beginning with the Effective Date, the applicable Authorized Service Rate</p>			

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			<p>(“Rate”) that AT&amp;T 9-STATE will charge Sprint for each category of Authorized Service traffic shall be the lowest of the following Rates:</p> <p><i>a) The Rate contained in the Pricing Schedule attached hereto;</i></p> <p><i>b) The Rate negotiated between the Parties as a replacement Rate to the extent such Rate is expressly included and identified in this Agreement;</i></p> <p><i>c) The Rate AT&amp;T 9-STATE charges any other Telecommunications carrier for the same category of Authorized Services traffic; or,</i></p> <p><i>d) The Rate established by the Commission based upon an approved AT&amp;T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.</i></p> <p><b>6.2.3 Reduced AT&amp;T 9-STATE Rate(s) True-Up. Where the lowest AT&amp;T 9-STATE Rate is established by the</b></p>			

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			<p><i>Commission in the context of the review and approval of an AT&amp;T 9-STATE cost-study, or was provided by AT&amp;T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&amp;T 9-STATE shall true-up and refund any difference between such reduced Rate and the Rate that Sprint was invoiced by AT&amp;T 9-STATE regarding such Authorized Services traffic between the Effective Date of this Agreement and the date that AT&amp;T 9-STATE implements billing the reduced Rate to Sprint.</i></p> <p><i>6.2.4 Symmetrical Rate Application. Except to the extent otherwise provided in this Agreement, each Party will apply and bill the other Party the same Authorized Service Rate on a symmetrical basis for the same category of Authorized Services traffic.</i></p>			
19.	What is the a) fair and reasonable, or b) TELRIC rate where applicable, for each category of compensable	Attachment 3, Establishment of applicable rates to be populated in Pricing Sheet	<p><b><i>Wireless traffic rates:</i></b></p> <p style="padding-left: 20px;"><b><i>- IntraMTA Rate: [TBD]</i></b></p> <p style="padding-left: 20px;"><b><i>- Land-to-Mobile InterMTA Rate: [TBD]</i></b></p> <p><b>Wireline traffic rates:</b></p>		Wireless intraMTA traffic and wireline Telephone Exchange Service traffic is subject to reciprocal compensation, which is exchanged and billed either a) on a bill and keep basis, b) at the \$.0007 ISP rate, or c) at a	

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	<p>traffic?</p> <p>See and cf; AT&amp;T Wireless Attachment 3 Issue 16 and Wireline Attachment 3 Issue 24.</p>		<p><b>- Telephone Exchange Service Rate: [TBD]</b></p> <p><b>- Telephone Toll Service Rate: Applicable access tariff rates</b></p> <p><b><i>Wireless or Wireline traffic rates:</i></b></p> <p><b>- Information Services Rate: .0007</b></p> <p><b>- Interconnected VoIP Rate: Bill &amp; Keep until otherwise determined by the FCC.</b></p> <p><b>- Transit Service Rate: [TBD]</b></p>		<p>TELRIC rate.</p> <p>Wireless interMTA traffic delivered over Interconnection Facilities is, pursuant to 47 C.F.R. § 20.11, subject to reasonable terminating compensation. In the Mobile-to-Land direction, AT&amp;T’s costs to terminate an interMTA MOU is exactly the same as it costs to terminate an intraMTA MOU and, therefore, AT&amp;T should be paid the same rate to terminate an interMTA MOU as it is paid to terminate an intraMTA MOU. However, in the Land-to-Mobile direction, Sprint will on average always incur greater costs to terminate an AT&amp;T Land-to-Mobile interMTA call because of the additional mileage and switching to deliver such a call to a distant location. Therefore, it is reasonable for Sprint to be paid a multiple of the intraMTA MOU rate as the rate it is entitled to charge AT&amp;T for termination of an AT&amp;T originated interMTA call.</p> <p>Wireline Telephone Toll Service traffic is subject to each parties’ applicable access tariff rates.</p> <p>Whether the traffic is a wireless or wireline call:</p> <p>1) The FCC rate for ISP</p>	

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					<p>Information Service traffic is \$.0007;</p> <p>2) Although the FCC has determined Interconnected VoIP is jurisdictionally mixed traffic to result in it being classified as interstate traffic, the FCC has not established a rate for such traffic. The Commission does not have jurisdiction to establish a rate and, until it is otherwise determined by the FCC, such traffic is exchanged at bill and keep; and,</p> <p>3) Transit Service traffic is subject to a TELRIC Rate.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
20.	<p>What billing and recording provisions are appropriate?</p> <p><i>See and cf;</i> AT&amp;T Wireless Attachment 3 Issue 17 and Wireline Attachment 3 Issues 15 and</p>	Attachment 3, Section 6.3, 6.3.1 – 6.3.8, except for 6.3.7 which is separately addressed as next issue.	<p>6.3 Recording and Billing for Authorized Services Traffic.</p> <p><b><i>6.3.1 Each Party will perform the necessary recording for all calls from the other Party, and shall also be responsible for all billing and collection from its own End Users.</i></b></p>		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	17.		<p><b><i>6.3.2. Each Party is responsible for the accuracy and quality of its data submitted to the other Party.</i></b></p> <p><b><i>6.3.3 Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party’s network, where available, the original and true Calling Party Number (“CPN”).</i></b></p> <p><b><i>6.3.4 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.</i></b></p> <p><b><i>6.3.5 The Party that performs the transmission, routing, termination, Transport and Termination, or Transiting of the other Party’s originated Authorized Services traffic will bill to and the originating Party will pay for such performed functions on a per Conversation MOU basis at the applicable Authorized</i></b></p>			

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			<p><i>Service Rate..</i></p> <p><i>6.3.6.1 Wireless traffic: Actual traffic Conversation MOU measurement in each of the applicable Authorized Service categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. MTA boundaries) and traffic routing of the Parties.</i></p> <p><i>6.3.6.2 Wireline traffic: Actual traffic Conversation MOU measurement in each of the applicable Authorized Service categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing those categories of traffic where</i></p>			

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			<p><i>measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. Exchange boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties.</i></p> <p><b>[6.3.7 Conversion to Bill and Keep is a separate issue below.]</b></p> <p><b>6.3.8 Subject to all of the provisions of this Section 6 Authorized Services Traffic Per Minute Usage, general billing requirements are in the General Terms and Conditions and Attachment 7.</b></p>			
21.	<p>When should otherwise compensable traffic be exchanged on a Bill and Keep basis?</p> <p><i>See and cf;</i> AT&amp;T Wireless Attachment 3 Issue 18 and Wireline Attachment 3</p>	Attachment 3, Section 6.3.7	<p><b>6.3.7 Conversion to Bill and Keep for wireless IntraMTA traffic or wireline Telephone Exchange Service traffic.</b></p> <p><b><i>a) If the IntraMTA Traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below (“Traffic Balance Threshold”), either Party</i></b></p>		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	Issue 16.		<p><i>may request a bill and keep arrangement to satisfy the Parties’ respective usage compensation payment obligations regarding IntraMTA Traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the IntraMTA Traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the IntraMTA Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for IntraMTA Traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld</i></p>			

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			<p><i>unreasonably, there will be no billing for IntraMTA Traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties’ agreement to eliminate billing for IntraMTA Traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7.</i></p> <p><i>b) If the Telephone Exchange Service Traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below (“Traffic Balance Threshold”), either Party may request a bill and keep arrangement to satisfy the Parties’ respective usage compensation payment obligations regarding Telephone Exchange Service Traffic. For</i></p>			

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			<p><i>purposes of this Agreement, the Traffic Balance Threshold is reached when the Telephone Exchange Service Traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the Telephone Exchange Service Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Telephone Exchange Service Traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Telephone Exchange Service Traffic usage on</i></p>			

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			<p><i>a going forward basis unless otherwise agreed to by both Parties in writing. The Parties’ agreement to eliminate billing for Telephone Exchange Service Traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7.</i></p> <p><i>c) As of the Effective Date, the Parties acknowledge that the Telephone Exchange Service Traffic exchanged between the Parties both directly and indirectly falls has already been established as falling within the Traffic Balance Threshold. Accordingly, each Party hereby consents that, notwithstanding the existence of a stated Telephone Exchange Service Rate in the Pricing Sheet to this Agreement, there will be no billing between the Parties for</i></p>			

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			<p><i>Telephone Exchange Service usage on a going forward basis unless otherwise agreed to by both Parties in writing.</i></p>			
22.	<p>How should each Party be compensated for terminating interMTA Traffic on its network that was originated on the other Party's network?</p> <p>AT&amp;T has now restated the Issue to be: “Should Inter-MTA traffic, both originating and terminating, be subject to Access Charges?”</p> <p><i>See and cf;</i> AT&amp;T Wireless Attachment 3 Issue 19 and does not include in its Wireline materials.</p>	Attachment 3, Section 6.4	<p><b>6.4 Terminating InterMTA Traffic. The Parties recognize that (a) the originating Party is not entitled to charge the terminating Party for any costs associated with the originating Party's originated traffic; (b) the Sprint wireless entities are not IXCs; (b) Interconnection services are not switched access inter-exchange access services provided by a LEC to an IXC pursuant to a tariff; (c) neither Party has the ability to identify and classify an InterMTA traffic call on an automated, real-time basis; (d) on any given InterMTA mobile-to-land call delivered by Sprint to AT&amp;T 9-STATE over Interconnection Facilities, AT&amp;T 9-STATE incurs the exact same cost to terminate the call that it does to terminate an IntraMTA mobile-to-</b></p>		<p>The FCC First Report and Order, as well as Section 251(g) only contemplated access to continue to be charged in the same manner that it had been prior to the Act, until such time the FCC changed its applicable rules. Prior to and since passage of the the Act, the FCC has consistently held that CMRS providers are not IXCs. Further, it reserved to itself any consideration of the application of access charges to wireless interMTA traffic on a case-by-case basis, which, to date, it has not acted. Pursuant to Rule 20.11, the only existing basis to impose any charges for interMTA traffic is under the principles of mutual, reasonable compensation paid by the originating carrier to the terminating network. AT&amp;T will incur the same cost to terminate a Sprint originated minute whether it is an inter or intraMTA MOU handed over the Interconnection Facilities. Therefore, it is reasonable for AT&amp;T to charge Sprint the same intraMTA rate to terminate either type of MOU. Sprint, however,</p>	

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			<p><i>land call delivered by Sprint to AT&amp; 9-STATE over Interconnection Facilities; (e) and, on any given InterMTA land-to-mobile call delivered by AT&amp;T 9-STATE to Sprint over Interconnection Facilities, because of the likely number of switches and/or distance to be traversed, Sprint likely incurs at least two times (2X) or more of the cost to terminate an AT&amp;T 9-STATE originated InterMTA call than it does to terminate an AT&amp;T 9-STATE originated IntraMTA land-to-mobile call. Based on the foregoing, the following provisions are intended to implement the principles of mutual, reasonable compensation pursuant to 47 C.F.R. § 20.11.</i></p> <p><b>6.4.1 Because AT&amp;T 9-STATE does not incur any greater cost to terminate a mobile-to-land call delivered by Sprint to AT&amp;T 9-STATE over Interconnection Facilities whether it is an InterMTA or IntraMTA call, AT&amp;T 9-STATE will bill</b></p>		<p>will typically incur greater cost to terminate an AT&amp;T-originated interMTA call because of additional switching and distance to terminate such a call. Therefore, Sprint should be compensated at a higher rate to terminate an AT&amp;T-originated interMTA call than it does to terminate an AT&amp;T-originated intraMTA call handed to Sprint over the Interconnection Facilities.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p><i>Sprint the same Rate for both IntraMTA and InterMTA calls.</i></p> <p><b>6.4.2 Because Sprint incurs greater costs to terminate an AT&amp;T 9-STATE originated InterMTA land-to-mobile calls delivered over Interconnection Facilities than it does to terminate IntraMTA land-to-mobile calls, Sprint is entitled to charge AT&amp;T 9-STATE a Land-to-Mobile InterMTA Rate for terminating such AT&amp;T 9-STATE calls. The Land-to-Mobile InterMTA Rate at which Sprint is entitled to bill AT&amp;T 9-STATE will be two times (2X) the Type 2A IntraMTA Rate.</b></p> <p><b>6.4.3 Beginning with the Effective Date, Sprint is entitled to utilize a state-specific “Land-to-Mobile Terminating InterMTA Factor” to determine the surrogate volume of AT&amp;T 9-STATE InterMTA Land-to-Mobile Conversation MOUs for which Sprint is entitled to bill AT&amp;T 9-STATE at the Land-to-Mobile InterMTA Rate. Also beginning with the Effective Date, the Land-to-Mobile Terminating</b></p>			

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			<p><i>InterMTA Factor shall be 2%. Such factor is, however, subject to revision based on a Sprint traffic study performed upon either Party’s request no sooner than (6) months after the Effective Date; and thereafter not more frequently than once per calendar year. Any change in the Land-to-Mobile Terminating InterMTA Factor shall be reflected as an Amendment to this Agreement.</i></p> <p><b>6.4.4 To determine the billable volume of AT&amp;T InterMTA Land-to-Mobile minutes to which Sprint will apply the Land-to-Mobile Terminating Rate, Sprint will, on a monthly basis, multiply the InterMTA Factor by the total AT&amp;T 9-STATE IntraMTA Conversation MOUs as terminated and recorded by Sprint, The total volume of terminating IntraMTA Land-to-Mobile traffic minutes for which Sprint bills AT&amp;T shall be reduced by the calculated volume of InterMTA Land-to-Mobile minutes to avoid double-billing AT&amp;T 9-STATE for the same MOUs.</b></p>			

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23.	<p>What provision is appropriate regarding representations with respect to switched access services traffic?</p> <p><i>See and cf;</i> Sprint cannot find this in AT&amp;T's Wireless materials; and, it appears to have become part of AT&amp;T's Wireline Issue 14, Section 6.1.5.2., and Issue 19, Section 6.1.4., Wireline Issue 21, Section 6.1.5.2 but does not accurately depict Sprint's language.</p>	Attachment 3, Section 7, 7.1.1 – 7.1.2	<p><b>7. Interconnection Compensation</b></p> <p><b>7.1.1</b> <i>Except as may be otherwise be provided by Applicable Law</i>, neither Party shall represent switched access services traffic (e.g. FGA, FGB, FGD) as traffic <b>subject to the</b> payment of reciprocal compensation.</p> <p><b>7.1.2.</b> Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of any traffic, and the associated compensation.</p>		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
24.	<p>What Wireless Meet Point Billing provisions are appropriate?</p> <p><i>See and cf;</i> AT&amp;T Wireless Attachment 3 Issue 20 and not included in AT&amp;T's Wireline materials.</p>	Attachment 3, Section 7.2	<p><b>7.2 Wireless Meet Point Billing</b></p> <p><b>7.2.1</b> For purposes of this Agreement, <b>Wireless Meet Point Billing</b>, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to <b>Jointly Provided Switched Access</b> calls <b>where both Parties are providing</b></p>		<p>It is inconsistent for AT&amp;T to seek/claim a different default percentage of a given route than the shared facility percentage that may be in place between the parties for a given route. Sprint has edited to state a default percentage between the Parties of 50-50.</p> <p>Specifically struck the 800 data base query charge – that is charge to IXC, not to</p>	

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			<p><i>such service to an IXC</i>, and <i>Transit Service</i> calls <i>that</i> transit AT&amp;T 9-STATE's network from an originating Telecommunications carrier other than AT&amp;T 9-STATE and terminating to a Telecommunications carrier other than AT&amp;T 9-STATE or the originating Telecommunications carrier. Subject to Sprint providing all necessary information, AT&amp;T 9-STATE agrees to participate in Meet Point Billing for <i>Transit Service</i> traffic which transits it's network when both the originating and terminating parties participate in Meet Point Billing with AT&amp;T 9-STATE. Traffic from a network which does not participate in Meet Point Billing will be delivered by AT&amp;T 9-STATE, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network.</p> <p><b>7.2.2</b> Parties participating in Meet Point Billing with AT&amp;T 9-STATE are required to provide information necessary for AT&amp;T 9-STATE to identify the parties to be billed.</p>		<p>interconnecting carrier.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p>Information required for Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state. The following information is required for billing in a Meet Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), and (2) a Billing Interconnection Percentage. A default Billing Interconnection Percentage of <b>50%</b> AT&amp;T 9-STATE and <b>50%</b> Sprint will be used if Sprint does not file with NECA to establish a Billing Interconnection Percentage other than default. Sprint must support Meet Point Billing for all <b><i>Jointly Provided Switched Access</i></b> calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. AT&amp;T 9-STATE and Sprint acknowledge that the exchange of 1150 records will not be required.</p> <p><b>7.2.3</b> Meet Point Billing will be provided for <b><i>Transit Service</i></b> traffic which transits AT&amp;T 9-STATE's network at the <b><i>Tandem</i></b> level only. Parties desiring Meet Point Billing will subscribe to</p>			

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			<p><i>Tandem level Interconnections</i> with AT&amp;T 9-STATE and will deliver all <b><i>Transit Service</i></b> traffic to AT&amp;T 9-STATE over such <i>Tandem level Interconnections</i>. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the <i>Tandem</i>, in which <i>Interconnection</i> occurs, does not have the capability to record messages and either surrogate or self-reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. AT&amp;T 9-STATE and Sprint will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.</p> <p><b>7.2.4</b> In a Meet Point Billing environment, when a party actually uses a service provided by AT&amp;T 9-STATE, and said party desires to participate in Meet Point Billing with AT&amp;T 9-STATE, said party will be billed for</p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p>miscellaneous usage charges, as defined in AT&amp;T 9-STATE’s FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries) necessary to deliver certain types of calls. Should Sprint desire to avoid such charges Sprint may perform the appropriate <b>LNP</b> data base query prior to delivery of such traffic to AT&amp;T 9-STATE.</p> <p>7.2.5 Meet Point Billing, as defined in section 6.11.1 above, under this Section will result in Sprint compensating AT&amp;T 9-STATE at the <b>Transit Service Rate</b> for <b>Sprint-originated Transit Service</b> traffic delivered to AT&amp;T 9-STATE network, which terminates to a Third Party network. Meet Point Billing to IXCs for <b>Jointly Provided Switched Access</b> traffic will occur consistent with the most current MECAB billing guidelines.</p>			
25.	What wireline-specific Percentage Interstate Usage, Percent Local Facility, Audit, Telephone Toll Service and	Attachment 3, Section 7.3	<p><b>7.3 CLEC Billing Related.</b></p> <p><b>7.3.1 Percentage Interstate Usage.</b> In the case where Sprint, <b>as a CLEC</b>, desires to terminate its local traffic over or commingled on its <b>wireline entity’s</b> Switched Access</p>		<p>Sprint disagrees with various AT&amp;T modifications/deletions. Sprint’s edits and acceptances consist of:</p> <ul style="list-style-type: none"> <li>- Sprint 7.3.1 <b>Percentage Interstate Usage</b> is original 6.2, as previously amended, with</li> </ul>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “**bold italics**” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	<p>Mutual Provision of Switched Access Service provisions are appropriate?</p> <p><i>See and cf;</i> AT&amp;T Wireless Attachment 3 DPL, which does not include this issue; and, Wireline Issue 14, 15, 20, 22 and 23. AT&amp;T does not accurately depict Sprint’s language in all cases.</p>		<p>Feature Group D trunks, Sprint will be required to provide projected Percentage Interstate Usage (PIU) factors including, but not limited to, PIU associated with facilities (PIUE) and terminating PIU (TPIU) factors. All jurisdictional report requirements, rules and regulations for IXCs specified in AT&amp;T-9STATE’s intrastate Access Services Tariff will apply to Sprint. The application of the PIU will determine the respective interstate traffic percentages, and the remainder shall determine intrastate traffic percentages. Detailed requirements associated with PIU reporting shall be as set forth in AT&amp;T-9STATE Jurisdictional Factors Reporting Guide. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all</p>		<p>further slight revisions to expressly identify applicability to Sprint CLEC as indicated. The balance appears to be same language as proposed by AT&amp;T;</p> <ul style="list-style-type: none"> <li>- Sprint 7.3.2 <b>Percent Local Use</b> is original 6.3, as previously amended, which appears to be same language as proposed by AT&amp;T.</li> <li>- Sprint 7.3.3 <b>Percent Local Facility</b> is original 6.4, as previously amended. Sprint does not accept AT&amp;T edit to 6.4.</li> <li>- Sprint 7.3.4 <b>Audits</b> is original 6.5. Sprint does not accept edit to 6.5.</li> <li>- Sprint accepts AT&amp;T deletion of original 6.6, and original 6.7 is addressed above in section 7.2.</li> <li>- Sprint 7.3.5 <b>Compensation for CLEC Telephone Toll Service traffic</b> through 7.3.5.5 is original 6.8 through and including 6.8.5, edited as indicated to reflect correct usage of defined terms, but otherwise appears to be same language proposed by AT&amp;T.</li> <li>- Sprint <b>7.3.6 Mutual Provision of Switched Access Service for Sprint and AT&amp;T-9STATE</b> through and including 7.3.6.5 is</li> </ul>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “**bold italics**” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p>services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September, respectively. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate usage compensation to be paid.</p> <p><b>7.3.2 Percent Local Use.</b> AT&amp;T-9STATE and Sprint will report to the other a Percentage Local Usage (PLU). The application of the PLU will determine the respective amount of local and/or ISP-Bound minutes to be billed to the other Party. For purposes of developing the PLU, AT&amp;T-9STATE and Sprint shall consider each Party's respective local calls and long distance calls, excluding Transit Traffic. By the first of January, April, July and October of each year, AT&amp;T-9STATE and Sprint</p>		<p>the reinserted original 6.9 title and 7.3.6.1 through and including 7.3.6.5 is the reinserted original 6.9.2 through and including 6.9.6, edited to replace “BellSouth with AT&amp;T-9STATE.</p> <p>If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.</p>	

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			<p>shall provide a positive report updating the PLU and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Detailed requirements associated with PLU reporting shall be as set forth in AT&amp;T-9STATE Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that AT&amp;T-9STATE, as the terminating Party, will provide Sprint with the calculated PLU factor for Sprints originated traffic for Sprint's approval by the end of January, April, July and October. Within fifteen (15) days of receipt of the PLU factor, Sprint will provide concurrence with such factor, which AT&amp;T-9STATE will then implement to determine the appropriate local usage compensation to be paid by Sprint. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the</p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.



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			<p>appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint will provide AT&amp;T-9STATE with the calculated PLU factor for Sprint’s originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party’s option, be utilized to determine the appropriate Local usage compensation to be paid.</p> <p><b>7.3.3 Percent Local Facility.</b> AT&amp;T-9STATE and Sprint will report to the other a Percentage Local Facility (PLF). The application of PLF</p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p>will determine the respective portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF will be applied to Local Channels, Multiplexing and Interoffice Channel Switched Dedicated Transport as specified in AT&amp;T-9STATE’s Jurisdictional Factors Reporting Guide. By the first of January, April, July and October of each year, AT&amp;T-9STATE and Sprint shall provide a positive report updating the PLF and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively.. Detailed requirements associated with PLF reporting shall be as set forth in AT&amp;T-9STATE Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that AT&amp;T-9STATE, as the terminating Party, will provide Sprint with the calculated PLF factor for Sprint’s originated traffic for Sprints approval by the end of January, April, July, and</p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p>October. Within fifteen (15) days of receipt of the PLF factor, Sprint will provide concurrence with such factor, which AT&amp;T-9STATE will then implement to determine the appropriate local usage compensation to be paid by Sprint. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint will provide AT&amp;T-9STATE with the calculated PLF factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Notwithstanding the foregoing, where the terminating Party has message recording</p>			

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			<p>technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLF factor, shall at the terminating Party's option, be utilized to determine the appropriate portion of switched dedicated transport to be billed per the local jurisdiction rates.</p> <p><b>7.3.4 Audits.</b> On sixty (60) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. AT&amp;T-9STATE and Sprint shall retain records of call detail for a minimum of nine (9) months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. In the event that the audit is performed by a mutually acceptable independent auditor, the costs of the independent auditor shall be</p>			

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			<p>paid for by the Party requesting the audit. The PLU, PLF and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU, PLF and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.</p> <p><b>7.3.5 Compensation for CLEC Telephone Toll Service traffic.</b></p> <p><b>7.3.5.1 CLEC Telephone Toll Service traffic.</b> For purposes of this Attachment, CLEC <b>Telephone Toll Service Traffic</b> is defined as any telecommunications call between Sprint and AT&amp;T-9STATE end users that originates and terminates in the same LATA and results in <b>Telephone Toll Service</b> charges being billed to the originating end user by the originating Party. Moreover, AT&amp;T-9STATE originated</p>			

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			<p><i>Telephone Toll Service</i> will be delivered to Sprint using traditional Feature Group C non-equal access signaling.</p> <p><b>7.3.5.2</b> Compensation for CLEC <i>Telephone Toll Service</i> Traffic. For terminating its CLEC <i>Telephone Toll Service</i> traffic on the other company’s network, the originating Party will pay the terminating Party the terminating Party’s current effective or Commission approved (if required) intrastate or interstate, whichever is appropriate, terminating Switched Access rates.</p> <p><b>7.3.5.3</b> Compensation for CLEC 8XX Traffic. Each Party (AT&amp;T-9STATE and Sprint) shall compensate the other pursuant to the appropriate Switched Access charges, including the database query charge as set forth in the Party’s current effective or Commission approved (if required) intrastate or interstate Switched Access tariffs.</p> <p><b>7.3.5.4</b> Records for 8XX Billing. Each Party (AT&amp;T-9STATE and Sprint) will provide to the other the appropriate records necessary for billing intraLATA 8XX customers.</p>			

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			<p><b>7.3.5.5</b> 8XX Access Screening. AT&amp;T-9STATE's provision of 8XX Toll Free Dialing (TFD) to Sprint requires interconnection from Sprint to AT&amp;T-9STATE 8XX SCP. Such interconnections shall be established pursuant to AT&amp;T-9STATE's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Sprint shall establish CCS7 interconnection at the AT&amp;T-9STATE Local Signal Transfer Points serving the AT&amp;T-9STATE 8XX SCPs that Sprint desires to query. The terms and conditions for 8XX TFD are set out in AT&amp;T-9STATE's Intrastate Access Services Tariff as amended.</p> <p><b>7.3.6 Mutual Provision of Switched Access Service for Sprint and AT&amp;T-9STATE</b></p> <p><b>7.3.6.1</b> When Sprint's end office switch, subtending the AT&amp;T-9STATE Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing AT&amp;T-9STATE</p>			

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			<p>facilities, or via AT&amp;T-9STATE's tandem switch, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements</p>			

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			<p>may be modified as necessary.</p> <p><b>7.3.6.2</b> AT&amp;T-9STATE and Sprint will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.</p> <p><b>7.3.6.3</b> AT&amp;T-9STATE and Sprint agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.</p> <p><b>7.3.6.4</b> AT&amp;T-9STATE and Sprint also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center.</p> <p><b>7.3.6.5</b> The Initial Billing Party shall keep records for no more than 13 months of its billing activities relating to jointly-provided Intrastate and Interstate access services. Such records shall be in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data</p>			

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			provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.			
26.	<p>What OSS provisions should be included?</p> <p><i>See and cf:</i> AT&amp;T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.</p>	Attachment 3, Section 8	<p><b>8. Operational Support Systems (OSS) Rates</b></p> <p>AT&amp;T 9-STATE has developed and made available the following mechanized systems by which Sprint may submit LSRs electronically.</p> <p>LENS Local Exchange Navigation System EDI Electronic Data Interface TAG Telecommunications Access Gateway</p> <p>LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge.</p>		<p>RESOLVED.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
27.	<p>What Pricing Sheet provisions are appropriate?</p> <p><i>See and cf;</i> AT&amp;T Wireless Attachment 3</p>	Attachment 3 Pricing Sheet	<p><b><i>KENTUCKY PRICING SHEET</i></b></p> <p><b><i>Unless expressly identified to be a “Negotiated” Rate or Charge, any Rate or Charge included in this Pricing</i></b></p>		<p>Facilities / Usage: Should reflect the prices as established pursuant to earlier substantive pricing issues.</p> <p>Usage Rates: Sprint is willing to accept any of the following three</p>	

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	Issue 21 and Wireline Attachment 3 Issue 24.		<p><b><i>Sheet is subject to reduction and a refund issued by AT&amp;T 9-STATE to Sprint as provided in Sections 2 and 6 of this Attachment 3.</i></b></p> <p><b><i>A. Interconnection Facility/Arrangements Rates will be provided at the lower of:</i></b></p> <ul style="list-style-type: none"> <li><b><i>- Existing Prices;</i></b></li> <li><b><i>- Negotiated Prices [TBD];</i></b></li> <li><b><i>- AT&amp;T Prices provided to a Third Party Telecommunications carrier [unknown at this time];</i></b></li> <li><b><i>- AT&amp;T Tariff Prices at 35% reduction;</i></b></li> <li><b><i>- AT&amp;T TELRIC Prices [TBD]</i></b></li> </ul> <p><b><i>B. Authorized Services Per Conversation MOU Usage Rates will be provided at the lower of:</i></b></p> <ul style="list-style-type: none"> <li><b><i>- Negotiated Prices [TBD];</i></b></li> <li><b><i>- AT&amp;T Prices provided to a Third Party Telecommunications carrier [unknown at this time];</i></b></li> <li><b><i>- AT&amp;T TELRIC Prices [TBD]</i></b></li> </ul>		<p>mutually exclusive per Conversation MOU Usage Rate approaches as “Negotiated Rates” to avoid need for updated AT&amp;T TELRIC studies:</p> <p>1) All Authorized Services traffic at same Rate: No Rate – Bill and Keep; and, Transit Service Rate \$0.00035</p> <p style="text-align: center;">- OR –</p> <p>2) All Authorized Services traffic at same Rate: \$0.0007 Tandem/\$0.00035 End Office; and, Transit Service Rate \$0.00035</p> <p style="text-align: center;">- OR –</p> <p>3) A. Wireless:</p> <ul style="list-style-type: none"> <li>- IntraMTA Rates: <ul style="list-style-type: none"> <li>Type 2A: \$0.0007</li> <li>Type 2B: \$0.00035</li> </ul> </li> <li>- Land-to-Mobile InterMTA Rate (2X Type 2A IntraMTA Rate): \$0.0014;</li> <li>- Land-to-Mobile Terminating InterMTA Factor: 2%;</li> </ul> <p>B. Wireline</p> <ul style="list-style-type: none"> <li>- Telephone Exchange Service Rate: \$0.0007;</li> <li>- Telephone Toll Service Rate: Terminating Party’s interstate/intrastate access Tariff Rate;</li> </ul> <p>C. Either Wireless or Wireline:</p> <ul style="list-style-type: none"> <li>- Information Services Rate: No Rate - Bill and</li> </ul>	

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			<p><b><i>Based upon the foregoing, the respective wireless traffic and wireline traffic usage rates are:</i></b></p> <p><b><i>1) Wireless:</i></b></p> <ul style="list-style-type: none"> <li>- <b><i>IntraMTA Rates:</i></b>  <ul style="list-style-type: none"> <li><b><i>Type 2A: [TBD*]</i></b></li> <li><b><i>Type 2B: [TBD*]</i></b></li> </ul> </li> <li>- <b><i>Land-to-Mobile InterMTA Rate (2X Type 2A IntraMTA Rate): [TBD*]</i></b></li> <li>- <b><i>Land-to-Mobile Terminating InterMTA Factor: 2%</i></b></li> </ul> <p><b><i>2) Wireline:</i></b></p> <ul style="list-style-type: none"> <li>- <b><i>Telephone Exchange Service Rate: [TBD*]</i></b></li> <li>- <b><i>Telephone Toll Service Rate: Terminating Party's interstate/intrastate access Tariff Rate</i></b></li> </ul> <p><b><i>3) As to following type of traffic, whether wireless or wireline traffic:</i></b></p> <ul style="list-style-type: none"> <li>- <b><i>Information Services Rate: .0007</i></b></li> <li>- <b><i>Interconnected VoIP Rate: Bill &amp; Keep until otherwise determined by the FCC.</i></b></li> <li>- <b><i>Transit Service</i></b></li> </ul>		<p>Keep;</p> <ul style="list-style-type: none"> <li>- Interconnected VoIP Rate: No Rate - Bill and Keep; and,</li> <li>- Transit Service Rate: \$0.00035</li> </ul> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<i>Rate: [TBD*]</i>			
28.	New AT&T Wireline DPL Issue 19:  Should the interconnection agreement set forth Sprint's obligations with respect to intercarrier compensation on Sprint's traffic routed to/from Third Parties?	Attachment 3 – Network Interconnection – Part B – Section 6.1a.5		<p><u>6.1a.5 CLEC has the sole obligation to enter into compensation arrangements with all Third Parties with whom CLEC exchanges traffic including without limitation anywhere CLEC originates traffic to or terminates traffic from an End User being served by a Third Party who has purchased a local switching product from AT&amp;T-9STATE on a wholesale basis (non-resale) which is used by such Telecommunications carrier to provide wireline local telephone Exchange Service (dial tone) to its End Users. In no event will AT&amp;T-9STATE have any liability to CLEC or any Third Party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a Third Party with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&amp;T-9STATE against any and all losses including without limitation, charges levied by such Third Party. The Third</u></p>	It is improper for AT&T to seek indemnification from Sprint on this issue. Any compensation paid by AT&T to a third party for Sprint originated traffic would presumably be the direct result of AT&T's own actions in deciding and making inappropriate payments to third parties,	Yes. Intercarrier compensation is the obligation of the originating and terminating carriers and should be handled directly between those carriers.

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				Party and CLEC will bill their respective charges directly to each other. <u>AT&amp;T-9STATE will not be required to function as a billing intermediary, e.g., clearinghouse. AT&amp;T-9STATE may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic compensation issues.</u>		
	<b>Attachment 4 Collocation</b>					
	Is “Attachment 4 - Collocation” as proposed by AT&T from its current standard wireless Interconnection agreement the appropriate language?	Attachment 4			Tentative agreement to accept Attachment 4 as to both Sprint wireless and wireline entities.	
	<b>Attachment 5 Local Number Portability and Numbering</b>					
	Is “Attachment 5 Local Number Portability and Numbering” as proposed by AT&T from its current standard wireless Interconnection agreement the	Attachment 5	See previously provided redlines.		Sprint has provided Attachment 5 wireless redlines to which AT&T has not yet responded; Sprint has tentatively accepted Attachment 5 as to AT&T wireline language.	

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	appropriate language?  <i>See and cf;</i> AT&T Wireless Attachment 5 Issue 1 and Wireline Attachment 5 Issue 1.					
	<b>Attachment 6 Ordering</b>					
	What should be the Attachment 6 Ordering provisions?  <i>See and cf;</i> AT&T Wireline Attachment 6 Issue 1.	Attachment 6			Tentative agreement to delete Attachment 6 as to Sprint wireless; Sprint wireline provided redlines to which AT&T has not yet responded.	
	<b>Attachment 7 Billing</b>					
1.	What should be the Attachment 7 Billing provisions?  Is “Attachment 7- Billing” as proposed by AT&T from its current standard wireless Interconnection agreement the	Attachment 7, Section 1	<b>1.0 Billing and Payment of Charges</b>  <b>1.1 <i>Unless otherwise stated, each Party will render monthly bill(s) and pay in full for undisputed billed amounts by the Bill Due Date, to the other for Interconnection products and/or services provided hereunder at the applicable rates set forth in the Pricing Schedule</i></b>		Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.  If two separate ICAs are used, the section 1.11 provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	

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	<p>appropriate language?</p> <p><i>See and cf:</i> AT&amp;T Wireless Attachment 7 Issues 1, 2, 3, 4, 5, 6, 7[AT&amp;T Proposed an improper billing mechanism for Shared Facility Cost], 8, 10,11, and Wireline Attachment 7 Issue 1, 2, 3, 4, 5, 6, 7, 8, 10,</p>		<p>1.2 <b><i>Invoices</i></b></p> <p>1.2.1 <b><i>Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billed Authorized Services.</i></b></p> <p>1.2.2 <b><i>Parties agree that each will perform the necessary call recording and rating for its respective portions of a Completed Call in order to invoice the other Party</i></b></p> <p>1.2.3 <b><i>Invoices between the Parties shall include, but not be limited to the following pertinent information:</i></b></p> <p><b><i>Identification of the monthly bill period (from and through dates)</i></b>  <b><i>Current charges</i></b>  <b><i>Past due balance</i></b>  <b><i>Adjustments</i></b>  <b><i>Credits</i></b>  <b><i>Late payment charges</i></b>  <b><i>Payments</i></b>  <b><i>Contact telephone number for billing inquiries</i></b></p> <p>1.2.4 <b><i>Invoices between the Parties will be provided on mechanized format and will be the primary bill, unless a</i></b></p>			

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			<p><i>paper bill is mutually agreed upon and subsequently designated in writing by both Parties as the primary bill.</i></p> <p>1.2.5 <i>Traffic usage compensation invoices will be based on Conversation MOUs for all Completed Calls and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute.</i></p> <p>1.2.6 <i>Each Party will invoice the other Party for traffic usage on mechanized invoices, based on the terminating location of the call.</i></p> <p>1.2.7 <i>Each Party will invoice the other for traffic usage by the End Office Switch/Tandem Office Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs for each terminating office.</i></p> <p>1.3 A Late Payment Charge will be assessed for all Past</p>			

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			<p>Due payments as provided below, as applicable.</p> <p><b><i>1.3.1 If any portion of the payment is not received by the Billing Party on or before the Bill Due Date as set forth above, or if any portion of the payment is received by the Billing Party in funds that are not immediately available, then a late payment and/or interest charge shall be due to the Billing Party. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, pursuant to the applicable state law. When there is no applicable tariff in the State, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½ %) per month of (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to and including the date that</i></b></p>			

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			<p><i>payment is actually made. In addition to any applicable late payment and/or interest charges, the Billed Party may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth pursuant to the applicable state law.</i></p> <p><i>1.4 Billing invoices must be sent to the Billed Party within five (5) days of the invoice date. Invoices received more than five (5) days from the invoice date will be due the following billing cycle regardless of the initial Bill Due Date. Late Payment Charges will not apply to any period until after the following billing cycle.</i></p> <p><i>1.5 Payment is considered to have been made when an Electronic Funds Transfers (EFTs) or payment by non-electronic means is received that designates the Billing Account Number (BAN) to which the payment will be applied.</i></p> <p><i>1.6 The Parties shall make all payments via EFTs through the Automated</i></p>			

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			<p><i>Clearing House Association (ACH) to the financial institution designated by each Party. -The BAN on which payment is being made will be communicated together with the funds transfer via the ACH network. The Parties will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each Party is not liable for any delays in receipt of funds or errors in entries caused Third Parties, including the Party's financial institution. Each Party is responsible for its own banking fees.</i></p> <p><i>1.7 As of the effective date of this Agreement, the Parties have already established EFT arrangements between the Parties.</i></p> <p><i>1.8 If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details</i></p>			

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			<p><i>and reasons for disputing each item listed in Section 3.0 below. On or before the Bill Due Date, the Non-Paying Party must pay all undisputed amounts to the Billing Party.</i></p> <p><i>1.9 Each Party will notify the other Party at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing changes. At that time a sample of the new invoice will be provided so that each Party has time to program for any changes that may impact validation and payment of the invoices. If notification is not received in the specified time frame, then invoices will be held and not subject to any Late Payment Charges, until the appropriate amount of time has passed to allow each Party the opportunity to test the new format and make changes deemed necessary.</i></p> <p><i>1.10 Tax Exemption. Upon proof of tax exempt certification from Sprint, the total amount billed to Sprint will not include those taxes or fees for which Sprint is</i></p>			

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			<p><i>exempt. Sprint will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Sprint.</i></p> <p><i>Wireline specific:</i></p> <p><i>1.11 AT&amp;T-9STATE will bill the Sprint CLEC entity in advance charges for all resold services to be provided during the ensuing billing period except charges associated with applicable resold service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. AT&amp;T-9STATE will also bill CLEC, and CLEC will be responsible for and remit to ATT-9STATE, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunication relay charges (TRS), and franchise fees.</i></p> <p><i>1.11.1 With respect to services resold by CLEC, any switched access charge</i></p>			

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			<p>associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, <b>AT&amp;T-9STATE</b>. No additional charges are to be assessed to CLEC.</p> <p><b>1.11.2</b> AT&amp;T-9STATE will not perform billing and collection services for CLEC as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within <b>AT&amp;T-9STATE</b>.</p> <p><b>1.11.3</b> Pursuant to 47 CFR Section 51.617, for resold lines AT&amp;T-9STATE will bill CLEC end user common line charges identical to the end user common line charges AT&amp;T-9STATE bills its end users.</p>			
2.	<p><i>See and cf;</i> AT&amp;T Wireless Attachment 7 Issues 13, 14, 15, and 17 and Wireline Attachment 7 Issues 12 and 13.</p>	Attachment 7, Section 2	<p><b>2.0 Nonpayment and Procedures for Disconnection</b></p> <p><b>2.1 <i>Disconnection will only occur as provided by Applicable Law, upon such notice as ordered by the Commission.</i></b></p> <p><b>2.2 <i>Issues related to Disputed Amounts shall be resolved in accordance with</i></b></p>		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			<p><i>the procedures identified in the Dispute Resolution Section provision set forth in Section 3.0 below.</i></p> <p><b>2.3 Limitation on Back-billing</b></p> <p><b>2.3.1 <i>Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to:</i></b></p> <p><b><u>Back-bill for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed, but only when such charges appeared or should have appeared on a bill dated within the six (6) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing. The Parties agree that the six (6) month limitation on back-billing set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the six month period for any back-billing may only include billing periods that fall entirely after the Effective Date of this</u></b></p>			

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			<p><u>Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting for any Interconnection products and/or services more than six (6) months after the Interconnection products and/or services was provided when the ability or right to charge or the proper charge for the Interconnection products and/or services was the subject of an arbitration or other Commission action, including any appeal of such action. In such cases, the time period for back-billing or credits shall be the longer of (a) the period specified by the Commission in the final order allowing or approving such change or (b) six (6) months from the date of the final order allowing or approving such charge</u></p>			
3.	See and cf; AT&T Wireless Attachment 7 Issue 16, 18 and Wireline Attachment 7	Attachment 7, Section 3	<p><b>3.0 Dispute Resolution</b></p> <p><b>3.1</b> A Bona Fide Billing Dispute means a dispute of a specific amount of money actually billed by <i>the Billing Party</i>. The</p>		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	Issue 14.		<p>dispute must be clearly explained by <b><i>the Disputing Party</i></b> and supported by written documentation from <b><i>the Disputing Party</i></b>, which clearly shows the basis for dispute of the charges. The dispute must be itemized to show the account and end user identification number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide Dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by <b><i>the Disputing Party</i></b> until the dispute is resolved. Claims by <b><i>the Parties</i></b> for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section. Once the Bona Fide Dispute is resolved <b><i>the Disputing Party</i></b> will make immediate payment on any of the disputed amount owed to <b><i>the Billing Party</i></b> or <b><i>the Billing Party</i></b> shall have the right to pursue normal treatment procedures. Any credits due to <b><i>the Disputing Party</i></b>, pursuant to the Bona Fide Dispute, will be applied to the <b><i>Disputing Party's</i></b> account</p>			

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			<p>by <b>the Billing Party</b> immediately upon resolution of the dispute.</p> <p>3.2 Where the Parties have not agreed upon a billing quality assurance program, Bona Fide Billing Disputes shall be handled pursuant to the terms of this section.</p> <p>3.3 Each Party agrees to notify the other Party in writing upon the discovery of a Bona Fide Billing Dispute. In the event of a Bona Fide Billing Dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If <b>the Billing Party</b> rejects <b>the Disputing Party's</b> Bona Fide Billing Dispute, <b>the Billing Party</b> assumes the responsibility to provide <b>the Disputing Party</b> with adequate justification for such rejection. Resolution of the Bona Fide Billing Dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:</p> <p>3.3.1 If the Bona Fide Billing</p>			

Sprint  
differences  
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retain, or b) language that is  
edits to original ICA

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			<p>Dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the Bona Fide Billing Dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.</p> <p>3.3.2 If the Bona Fide Billing Dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.</p> <p>3.3.3 If a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges. Accordingly, if a Party disputes charges and the <b>Bona Fide</b> Billing Dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment</p>			

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			charges assessed no later than the second bill payment due date after the resolution of the dispute. <b>The Billing Party</b> shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.			
4.	<i>See and cf;</i> AT&T Wireline Attachment 7 Issue 15.	Attachment 7, Section 4	<b>Audits and Examinations</b>  <i>Audits and examinations related to billing will be conducted in accordance with the audit provisions of the General Terms and Conditions of this Agreement.</i>		If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	
5.	<i>See and cf;</i> AT&T Wireline Attachment 7 Issue 17, 18, and 19.	Attachment 7, Section 5	<b>5.0 CLEC Specific - Daily Usage File</b>  <i>5.1 Upon written request from the Sprint CLEC entity, AT&amp;T-9STATE will provide CLEC a Daily Usage File (DUF) for Resale Services provided hereunder. A DUF will be provided by AT&amp;T-9STATE in accordance with Exchange Message Interface (EMI) guidelines supported by the Ordering and Billing Forum (OBF). Any exceptions to the supported formats will be noted in the DUF</i>		If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	

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			<p><i>implementation requirements documentation. The DUF will include (i) specific daily usage, including both Section 251(b)(5) Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with Resale Services to the extent that similar usage sensitive information is provided to retail End Users of AT&amp;T-9STATE within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by AT&amp;T-9STATE in connection with Resale Services provided by AT&amp;T-9STATE, and (iii) operator handled calls provided by AT&amp;T-9STATE.</i></p> <p><b>5.2 General Provisions</b></p> <p>5.2.1 Where available, DUF may be requested on flat-rated Resale lines as well as measured-rated Resale lines. DUF provided in this instance is labeled as Enhanced DUF (EDUF). In order to receive EDUF on flat-rated Resale lines, CLEC must also request and</p>			

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			<p>receive DUF on its measure-rated Resale lines.</p> <p>5.2.2 File transmission for DUF is requested by each unique State and OCN combination. CLEC must provide to <b>AT&amp;T-9STATE</b> a separate written request for each unique State and OCN combination no less than sixty (60) calendar days prior to the desired first transmission date for each file.</p> <p>5.2.3 <b>AT&amp;T-9STATE</b> will bill CLEC for DUF in accordance with the applicable rates set forth in the Pricing Schedule under “Electronic Billing Information Data (Daily Usage) per message”, “Provision of Message Detail a.k.a. Daily Usage File (DUF), “FB-CLEC Operator Recording (Daily Usage) per message”, and “Daily Usage File (DUF) Data Transmission, per Message. “There will be individual rates listed for DUF provided for measure-rated Resale lines and for EDUF provided on flat-rated Resale lines.</p> <p>5.2.4 Call detail for LEC-carried calls that are alternately billed to CLEC</p>			

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			<p>End Users' lines provided by <b>AT&amp;T-9STATE</b> through Resale will be forwarded to CLEC as rated call detail on the DUF.</p> <p>5.2.5 Interexchange call detail on Resale Services that is forwarded to <b>AT&amp;T-9STATE</b> for billing, which would otherwise be processed by <b>AT&amp;T-9STATE</b> for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services will be passed through when <b>AT&amp;T-9STATE</b> records the message.</p> <p>5.2.6 Where CLEC is operating its own switch-based service and has contracted with <b>AT&amp;T-9STATE</b> to provide operator services, upon written request from CLEC, <b>AT&amp;T-9STATE</b> will provide CLEC a DUF for operator handled calls handled by <b>AT&amp;T-9STATE</b>.</p>			

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			<p><b><i>5.3 Recording Failures</i></b></p> <p><b><i>5.3.1 When Sprint message data are lost, damaged, or destroyed as a result of AT&amp;T-9STATE error or omission when either Party is performing the billing and/or recording function, and the data cannot be recovered or resupplied in time for the time period during which messages can be billed according to legal limitations, or such other time periods that may be agreed to by the Parties within the limitations of the law. The Parties will mutually agree to the amount of estimated Sprint revenue in accordance in this Section 5.3.2 and AT&amp;T-9STATE shall compensate Sprint for this lost revenue.</i></b></p> <p><b><i>5.3.2 Material Loss</i></b></p> <p><b><i>5.3.2.1 AT&amp;T-9STATE shall review its daily controls to determine if data has been lost. AT&amp;T-9STATE shall use the same procedures to determine a Sprint material loss as it uses for itself. The message threshold used by AT&amp;T-9STATE to determine a material loss of its own</i></b></p>			

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			<p><i>messages will also be used to determine a material loss of Sprint messages. When it is known that there has been a loss, actual message and minute volumes should be reported if possible. Where actual data are not available, a full day shall be estimated for the recording entity as outlined in the paragraph below titled Estimating Volumes. The loss is then determined by subtracting recorded data from the estimated total day business.</i></p> <p><i>5.3.2.2 From message and minute volume reports for the Party experiencing the loss, AT&amp;T-9STATE shall secure message/minute counts for the corresponding day of the weeks for four (4) weeks preceding the week following that in which the loss occurred. AT&amp;T-9STATE shall apply the appropriate Average Revenue Per Message (ARPM) to the estimated message volume to arrive at the estimated lost revenue.</i></p> <p><i>5.3.2.2.1 Exceptions:</i></p> <p><i>a) If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a</i></p>			

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			<p><i>holiday, use an additional number of weeks in order to procure volumes for two (2) non-holidays.</i></p> <p><i>b) If the call or usage data lost represents calls or usage on a weekday which is a holiday (except Christmas and Mother’s Day), use volumes from the preceding and following Sunday.</i></p> <p><i>c). If the call or usage data lost represents calls or usage on Mother’s Day or Christmas, use volumes from that day in the preceding year (if available).</i></p> <p><i>d). In the selection of corresponding days for use in developing estimates, consideration shall be given to other conditions which may affect call volumes such as tariff changes, weather and local events (conventions, festivals, major sporting events, etc.) in which case the use of other days may be more appropriate.</i></p>			
6.	See and cf; AT&T Wireline Attachment 7 Issues 16, 20 and 21.	Attachment 7, Section 4	<p><b>6.0 CLEC Specific - Recording</b></p> <p>6.1 Responsibilities of the Parties</p>		If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	

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			<p><b>6.1.1 AT&amp;T-9STATE will record all Telephone Toll Service messages carried over Interconnection Facilities that are available to AT&amp;T-9STATE provided Recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&amp;T-9STATE-provided equipment or operators will not be recorded. The Recording equipment will be provided at locations selected by AT&amp;T-9STATE.</b></p> <p><b>6.1.2 AT&amp;T-9STATE will perform Assembly and Editing, Message Processing and provision of applicable AUR detail for telephone toll service messages recorded by AT&amp;T-9STATE.</b></p> <p>6.1.3 AT&amp;T-9STATE will provide AURs that are generated by <b>AT&amp;T-9STATE.</b></p> <p><b>6.1.4 Assembly and Editing will be performed on all telephone toll service messages recorded by AT&amp;T-9STATE.</b></p> <p>6.1.5 Recorded Billable Message detail and AUR</p>			

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			<p>detail will not be sorted to furnish detail by specific End Users, by specific groups of End Users, by office, by feature group or by location.</p> <p><b><i>6.1.6 AT&amp;T-9STATE will provide message detail to the Sprint CLEC entity in data files, (a Secure File Transfer Protocol or Connect:Direct “NDM”), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties. In order for the Sprint CLEC entity to receive End User billable Records, Sprint may be required to obtain CMDS Hosting service from AT&amp;T or another CMDS Hosting service provider.</i></b></p> <p><b><i>6.1.7 CLEC will identify separately the location where the Data Transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&amp;T-9STATE reserves the right to limit the frequency of transmission to existing AT&amp;T-9STATE processing and work schedules, holidays, etc.</i></b></p>			

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			<p><b><i>6.2 The Recording Party will determine the number of data files required to provide the AUR detail to the receiving Party.</i></b></p> <p><b><i>6.2.1 Recorded AUR detail previously provided CLEC and lost or destroyed through no fault of the sending Party will not be recovered and made available to the receiving Party except on an individual case basis at a reasonable cost determined by the Recording Party.</i></b></p> <p><b><i>6.2.2 When AT&amp;T-9STATE receives rated Billable Messages from an IXC or another LEC that are to be billed by CLEC, AT&amp;T-9STATE may forward those messages to CLEC or designated CMDS Hosting service provider.</i></b></p> <p><b><i>6.2.3 AT&amp;T-9STATE will record the applicable detail necessary to generate AURs and forward them to CLEC for its use in billing access to the IXC.</i></b></p> <p><b><i>6.2.4 When CLEC is the Recording Company, CLEC agrees to provide its</i></b></p>			

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			<p><i>recorded telephone toll service message detail to AT&amp;T-9STATE per MECAB guidelines.</i></p> <p>6.2.5 <i>To the extent telephone toll service message detail records are exchanged over NDM facilities, the cost of such facilities will be equally shared.</i></p> <p><b>6.3 Basis of Compensation</b></p> <p>6.3.1 <i>The Recording Company Party, agrees to provide EMI recording, Assembly and Editing, Message Processing and Provision of Message Detail for AURs in accordance with this Section on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of Records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the MECAB document.</i></p> <p><b>6.4 Limitation of Liability</b></p> <p>6.4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and</p>			

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			<p>Conditions of this Agreement.</p> <p>6.4.2 <i>Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Section where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.</i></p> <p>6.4.3 <i>When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data, at no charge, must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60)</i></p>			

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			<p><i>calendar days, the Recording Company will retrieve and provide requested records up to twenty-four (24) months back on an individual case basis at a reasonable cost determined by the Recording Party.</i></p> <p>6.4.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data</p>			
7.	<p>Can AT&amp;T require escrow provisions?</p> <p><u>AT&amp;T wireless Issue 4/see also wireline issue 9, although not stated exactly the same in both AT&amp;T locations:</u> What is the appropriate language to address escrow provisions?</p> <p><i>See and cf;</i> AT&amp;T Wireless Attachment 7 Issue 12 and 13</p>	Attachment 7			No. Escrow provisions are an attempt by AT&T to obtain the equivalent of an increased deposit which unduly ties-up competing carrier's capital as a means to alter the status quo while a dispute is pending. If AT&T is concerned about a given dispute or the financial condition of a given carrier and it cannot negotiate a resolution, then it is incumbent upon AT&T to take action under the Dispute Resolution provisions to bring the dispute to the Commission for prompt resolution.	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

## Sprint Exhibit 1

Sprint Communications Company L.P., Sprint Spectrum L. P., Nextel West Corp. and NPCR, Inc. d/b/a Nextel Partners (“Sprint”)  
Sprint Kentucky Issues-Language-Position Statements Provided to AT&T as of 02-02-2010, With Further Clean-up as of 03-09-2010

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	and Wireline Attachment 7 Issues 9 and 11.					
	<b>Attachment 8 Structure Access</b>					
					<p>Tentative agreement to accept Attachment 8 as to Sprint wireless and Sprint wireline.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<b>Attachment 9 Performance Measurements</b>					
	<p>What should be the “Performance Measurements” provisions?</p> <p>Should these Attachments which relate only to CLEC interconnection be deleted from this interconnection agreement since it is a wireless interconnection agreement?</p>	Attachment 9	<p><b>1.0 General Provisions</b></p> <p><b>1.1</b> The Performance Measurements Plans referenced herein, notwithstanding any provisions in any other attachment in this Agreement, are not intended to create, modify or otherwise affect Parties’ rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AT&amp;t-9STATE is limited to providing any particular manner of access. The Parties’ rights and obligations to such access</p>		<p>Sprint does not object to Attachment 9 being made specifically applicable as between AT&amp;T and the Sprint CLEC entity. The only part of AT&amp;T’s paragraph 1.2 that Sprint agrees to is the first sentence; and, Sprint does not agree with the unilateral nature or limited scope of AT&amp;T’s section 1.3.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used. If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.</p>	

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			<p>are defined elsewhere, including the relevant laws, FCC and Commission decisions/regulations, and within this Agreement.</p> <p><b>1.2</b> AT&amp;T-9STATE’s implementation of the Performance Measurements Plans addressed by this Attachment (Performance Measurement Plans(s), the Plan(s) will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance.</p> <p><b>1.3</b> Nothing herein shall be interpreted to be a waiver of <b><i>either party’s</i></b> right to argue and contend in any forum, in the future, that Sections 251 and 252 of the <b><i>Act does or does</i></b> not impose any duty or legal obligation to negotiate, mediate or arbitrate a self-executing liquidated damages or remedy plan, <b><i>or the applicability of such a remedy plan to wireless carriers.</i></b></p> <p><b>2.0 Region-Specific Provisions</b></p> <p><b>2.1.1</b> Except as otherwise provided herein, the Performance Measurements</p>			

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			Plans most recently adopted or ordered by the respective Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents) in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference effective with the date of implementation of AT’&T SOUTHEAST REGION 9-STATE pursuant to Commission order.			
	<b>Attachment 10 Implementation Template</b>					
					Tentative agreement to delete Attachment 10 template as to both Sprint wireless and Sprint wireline.	
	<b>Attachment 11 Disaster Recovery Plan</b>					
					Tentative agreement to delete Attachment 11 as to both Sprint wireless and Sprint wireline.	
	<b>Attachment 12 911/E911</b>					
	What should be the Attachment 12 911 provisions?	Attachment 12 911	See previously provided redlines.		Sprint has provided Attachment 12 wireless/wireline redlines to which AT&T has responded, but AT&T has been unable to	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “*bold italics*” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	Is “Attachment 12 – 911/E911” as proposed by AT&T from its current standard wireless Interconnection agreement the appropriate language?				schedule a call due to SME unavailability.	

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