

1.16 Terminating Local Exchange Carrier Company - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

2.0 **RESPONSIBILITIES OF THE PARTIES**

2.1 SWBT will record all IXC transported messages as specified by AT&T on Appendix II that are carried over all Feature Group Switched Access Services that are available to SWBT-provided recording equipment or operators. Unavailable messages (i.e., certain operator messages which are not accessible by SWBT-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SWBT.

2.2 SWBT will perform assembly and editing, message processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by SWBT.

2.3 SWBT will provide AURs that are generated by SWBT.

2.4 Assembly and editing will be performed on all IXC transported messages recorded by SWBT, during the billing period established by SWBT and selected by AT&T from Appendix III-B.

2.5 Standard EMR record formats for the provision of access usage record detail will be established by SWBT and provided to AT&T.

2.6 Recorded AUR 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.

2.7 SWBT will provide AUR detail to AT&T either on magnetic tapes or in data files, depending on the option contracted for by AT&T. Only one method may be selected by AT&T.

2.7.1 Magnetic Tapes

2.7.1.1 SWBT will supply the magnetic tapes, which will be provided without the return of previously supplied tapes.

2.7.1.2 AT&T will specify one of the following options for provision of tapes:

2.7.1.2.1 SWBT will send the tapes to AT&T via first class U.S. Mail Services or an equivalent service of SWBT's choice, or

- 2.7.1.2.2 AT&T will pick up the magnetic tapes at a location designated by SWBT.
- 2.7.1.2.3 If, at the request of AT&T, overnight delivery other than those provided in 1 & 2 above is requested, the cost of this delivery will be at the expense of AT&T.
- 2.7.2 Data Files
 - 2.7.2.1 The AUR detail will be transmitted to AT&T in data files via data lines using software and hardware acceptable to the Parties.
- 2.8 In Appendix III, AT&T will identify separately the location where the tapes and any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. (SWBT reserves the right to limit the frequency of transmission to existing SWBT processing and work schedules, (holidays, etc. ,i.e., holidays, weekends)).
- 2.9 SWBT and AT&T will mutually agree to follow CMDS industry standards for the packaging of records which determine the number of magnetic tapes or data files required to provide the AUR detail to AT&T.
- 2.10 Recorded AUR detail previously provided AT&T and lost or destroyed through no fault of SWBT will not be recovered and made available to AT&T except on an individual case basis at a cost determined by AT&T.
- 2.11 SWBT will record the applicable detail necessary to generate AUR and forward them to AT&T for its use in billing access to the IXC.
- 2.12 AT&T and SWBT mutually agree and understand that Attachment 24 has been negotiated based on the fact that SWBT is not functioning as AT&T's CMDS Host. Should AT&T and SWBT subsequently enter into an agreement whereby SWBT functions as the CMDS Host for AT&T, the parties agree that Attachment 24 will require revision concurrent with SWBT becoming AT&T's CMDS Host.
- 3.0 **BASIS OF COMPENSATION**
 - 3.1 Compensation for recording, assembly and editing, rating, message processing and provision of AURs provided hereunder by SWBT for AT&T will be based upon the rates and charges set forth in Appendix III, BASIS OF COMPENSATION.
 - 3.2 When message detail is entered on a magnetic tape or data file for provision of message detail to AT&T, a per record charge will apply for each record processed. SWBT will determine the charges based on its count of the records processed.

4.0 LOSS OF USAGE:

4.1 When SWBT is notified that, due to error or omission, incomplete data has been provided to AT&T, SWBT will make reasonable efforts to locate and/or recover the data and provide it to AT&T at no additional charge. Such requests to recover the data must be made within 30 days from the date the details initially were made available to AT&T. If written notification is not received within 30 days, SWBT shall have no further obligation to recover the data and shall have no further liability to AT&T.

4.2 If, despite timely notification by AT&T, AUR detail is lost and unrecoverable as a direct result of SWBT having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of AUR detail, SWBT will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SWBT's liability to AT&T will be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost AUR detail.

4.3 SWBT will not be liable for any costs incurred by AT&T when AT&T is transmitting data files via data lines and a transmission failure results in the nonreceipt of data by SWBT.

4.4 In those instances where SWBT realizes that, either because of a recording error or some other failure, data was lost or incomplete, SWBT will notify AT&T of such occurrence and will make reasonable efforts to locate and/or recover the data and provide it to AT&T at no additional charge. If AUR detail is lost and unrecoverable as a direct result of SWBT, SWBT will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SWBT's liability to AT&T will be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost AUR detail.

5.0 Indemnification

5.1

5.2

6.0 Warranties

6.1 SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE
CORRECTNESS OF THE DATA SUPPLIED BY AT&T WHEN THIS DATA
IS ACCESSED AND USED BY A THIRD PARTY.

APPENDIX I

EXPLANATION OF SERVICE OPTIONS

The attached pages of this Appendix I show the service options that are offered under this Attachment and the charges that are associated with each option. Alphabetical and numerical references in the CHARGES columns are to rate and charges set forth in Appendix III, BASIS OF COMPENSATION.

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #1:** SWBT performs recording, assembly and editing, rating of billable message detail and creates an Access usage Record (AUR) for all 1+ Interexchange Carrier (IXC) transported messages originating from AT&T end office telephone network and forwards both billable message detail records and AUR records to AT&T.
- Option #2:** SWBT performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from AT&T end office. SWBT creates Access Usage Records for this traffic and forwards those AUR records to AT&T.
- Option #3:** The IXCs do their own billable message recording for their 1+ IXC transported messages originating from AT&T end office. SWBT performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to AT&T.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #4:** AT&T Non-Equal Access End Office - The IXCs do their own billable message recording. SWBT performs local and intraLATA operator services for AT&T. SWBT performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to AT&T.
- Option #5:** AT&T Equal Access End Office - The IXCs do their own billable message recording. SWBT performs local and intraLATA operator services for AT&T. SWBT performs recording at the operator switch for 0- only IXC transported messages. SWBT assembles and edits this data, creates AURs and forwards the AUR records to AT&T.

- Option #6:** AT&T Equal or Non-Equal Access End Office - The IXCs do their own billable message recording. AT&T chooses to have SWBT purchase source information from IXC in order to have information required to create Access Usage Records. SWBT assembles and edits this data, creates AURs and forwards the AUR records to AT&T.
- Option #7:** The IXCs do their own billable message recording and forward to SWBT the billable message detail for assembly and editing and rating of these operator service IXC transported messages. SWBT forwards the rated billable message detail to the appropriate billing company, creates an AUR and forwards the AUR records to AT&T. This situation occurs when AT&T has not signed a rating takeback waiver with the IXC.

800 RECORDINGS-IXC TRANSPORTED MESSAGE DETAIL

- Option #8:** SWBT performs SSP function for AT&T end office and bills query charge to the appropriate IXC. SWBT performs recording for access purposes only, assembles and edits this data, creates AURs and forwards AUR records to AT&T.
- Option #9:** SWBT performs SSP function for AT&T end office. AT&T performs billing of query charge to the appropriate IXC. SWBT performs recording at the SSP for Access purposes only, assembles and edits this data, creates AURs and forwards AUR record to AT&T. SWBT performs recording at the SCP for query billing purposes only, assembles and edits this data, creates SCP records and forwards SCP records to AT&T.
- Option #10:** SWBT performs SCP function for AT&T. SWBT performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to AT&T.

TERMINATING RECORDINGS-IXC TRANSPORTED ACCESS USAGE RECORDS

- Option #11:** SWBT provides tandem function for AT&T. AT&T requests SWBT to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. SWBT creates terminating AURs for this data and forwards AUR records to AT&T.
- Option #12:** SWBT provides tandem function for AT&T. AT&T requests SWBT to provide all Feature Group B terminating usage recordings excluding B over D. SWBT creates terminating AURs for this data and forwards AUR records to AT&T.

- Option #13:** SWBT provides tandem function for AT&T. AT&T requests SWBT to provide all Feature Group B terminating usage recordings including Feature Group B over D. SWBT creates terminating AURs for this data and forwards AUR records to AT&T.
- Option #14:** SWBT provides tandem function for AT&T. AT&T requests SWBT to provide all Feature Group D terminating usage recordings including B over D and C over D. SWBT creates terminating AURs for this data and forwards AUR records to AT&T.
- Option #15:** SWBT provides tandem function for AT&T. AT&T requests SWBT to provide all Feature Group D terminating usage recordings including B over D. SWBT creates terminating AURs for this data and forwards AUR records to AT&T.

MESSAGE PROVISIONING;

- Option #16:** SWBT will forward all IXC transported message detail records or access usage records to AT&T generated internally within SWBT system or received via CMDS from an IXC or another Local Exchange Carrier or AT&T. AT&T forwards rated IXC transported message detail or access usage detail to SWBT for distribution to the appropriate billing company through SWBT's internal network or using the CMDS network.

There is no charge for this option under this Attachment if AT&T has also executed, as part of an agreement executed pursuant to this Statement, an Attachment for SWBT to provide "Hosting" services to AT&T, or if AT&T has executed a separate agreement with SWBT for "Hosting" services to be provided from SWBT to AT&T.

APPENDIX II
SELECTED SERVICE OPTIONS
AND
METHOD OF PROVISION

The service options and method of provision selected by AT&T under this Attachment are as indicated on page two, attached, of this Appendix II. Numerical references are to service options shown in Appendix I. Also, see attached old Appendix II, page 2.

APPENDIX III-A**BASIS OF COMPENSATION**

AT&T will pay SWBT the following amounts for services provided under the Recording, Message Processing and Provision of Message detail Appendix.

TYPE OF ACTIVITY	RATE
A. Recording Per AUR	\$.0100
B. Assembly and Editing Per Message and/or AUR	\$.0050
C. Rating Per Message	\$.0050
D. Message Processing Per Message and/or AUR	\$.0050
E. Provision of Message Detail Per Record	\$.0030

ATTACHMENT RECORDING

APPENDIX III-B

INVOICE DESIGNATION

COMPANY NAME: _____

EXCHANGE COMPANY I.D. NUMBER (OCN): _____

AUR INVOICE INTERVAL:

Check One

Daily (Full Status RAO Companies will receive billable messages daily.)

Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates.

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

TAPE MAILING ADDRESS:

(Full RAO Companies will receive AURs at the same address as billable message toll.)

PART B
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T - SWBT INTERCONNECTION AGREEMENT -
ARKANSAS

PAR. B
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
TERMS & CONDITIONS AND VARIOUS RELATED PROVISIONS

Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
<p>3. <u>Limitation of Liabilities</u> a) Whether SWBT's liability to AT&T under its indemnification obligations associated with intellectual property claims should be limited.</p>	<p>Terms & Conditions 7.1.1</p>	<p>(a) AT&T's bolded and underlined language (7.3.2) should be included in this section if Section 7.3.2 is included in the Agreement. Limitation of liability provisions typically exclude from the limitation the parties' indemnification obligations to each other. In the section at issue, the parties have agreed to exclude indemnification Sections 7.3.1 and 7.3.3, but SWBT has objected to excluding Section 7.3.2. Section 7.3.2 provides that SWBT will indemnify AT&T against intellectual property claims resulting from AT&T's purchase of UNEs. SWBT objects to Section 7.3.2, and that dispute is discussed in Issue No. 8. If the Commission agrees that the language contained in Section 7.3.2 should be included in the Interconnection Agreement, the reference to that Section in the Limitation of Liability Section also should be included. There is no legitimate justification for placing a limitation on either parties' liability to the other as to matters for which they are required to indemnify the other party, and this is certainly true in the case of Section 7.3.2. Accordingly, AT&T's bolded and underlined reference to Section 7.3.2 should be retained if Section 7.3.2 is included in the Agreement.</p>	<p>7.1.1 The Parties' liability to each other during any Contract Year resulting from any and all causes, other than as specified below in Sections 7.3.1, <u>7.3.2</u> and 7.3.3, following, and other than for willful or intentional misconduct (including gross negligence) will not exceed the total of any amounts due and owing to AT&T pursuant to Section 45 (Performance Criteria) and the Attachment referenced in that Section, plus the amounts charged to AT&T by SWBT under this Agreement [SWBT language withdrawn at SWBT's Request] during the Contract Year in which such cause accrues or arises. For purposes of this Section, the first Contract Year commences on the first day this Agreement becomes effective and each subsequent Contract Year commences on the day following that anniversary date.</p>	<p>The dispute on this issue relates only to the inclusion of the reference to Par. 7.3.2. See SWBT position statement on the following issue.</p>	<p>The Parties' liability to each other during any Contract Year resulting from any and all causes, other than as specified below in Sections 7.3.1 and 7.3.3, following, and other than for willful or intentional misconduct, will not exceed the total of any amounts due and owing to AT&T pursuant to Section 45 (Performance Criteria) and the Attachment referenced in that Section, plus the amounts charged to AT&T by SWBT under this Agreement for the affected service or business practice during the Contract Year in which such cause accrues or arises. For purposes of this Section, the first Contract Year commences on the first day this Agreement becomes effective and each subsequent Contract Year commences on the day following that anniversary date.</p>
<p>8. <u>Intellectual Property Rights Associated with UNE</u> AT&T:</p>	<p>Terms & Conditions 7.3.2</p>	<p>AT&T's bolded and underlined language should be included; Consistent with the Commission's Award (p. 53), under AT&T's</p>	<p><u>7.3.2 SWBT will, at AT&T's request, indemnify AT&T, its officers, directors, employees, agents, affiliates and subsidiaries, against any damages arising out</u></p>	<p>AT&T attempts to require SWBT to provide unlimited intellectual property protection for AT&T. In this way, AT&T can evade the risk associated with its own network designs. SWBT</p>	<p>SWBT objects to the inclusion of AT&T's proposed language in 7.3.2.</p>

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PART B
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
TERMS & CONDITIONS AND VARIOUS RELATED PROVISIONS

Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
<p>Whether SWBT should indemnify AT&T against intellectual property claims resulting from AT&T's purchase of UNEs.</p> <p>SWBT: Should SWBT be required to provide unbundled network elements unencumbered with additional costs of intellectual property rights? (Order No. 5, XI.4)</p>		<p>proposed language SWBT would allow AT&T to purchase unbundled Network Elements, and would indemnify AT&T from third party intellectual property claims from vendors which supply those elements to SWBT. AT&T has the right to expect SWBT to deal with such intellectual property issues. End users of telephone service are not expected to seek intellectual property rights from SWBT's vendors before they can use SWBT's services. They rightly expect that SWBT will indemnify them if an intellectual property claim is made against them simply because they purchase SWBT's service. AT&T is entitled to expect SWBT to meet the same type of obligations when AT&T purchases UNE. So also should SWBT meet its obligations for the provision of services and UNEs by indemnifying AT&T from such claims. Thus, AT&T's language should be included.</p>	<p><u>of, resulting from, relating to, or based on any claim for actual or alleged infringement or other violation or breach of any Intellectual Property Rights, to the extent that such claim arises out of, results from, relates to, or is based upon, AT&T's use, or the use by an AT&T customer, of the Network Elements, Combinations, Ancillary Functions and Resale Services, or other services, elements, functions, or combinations provided under this Agreement. For purposes of this Section the term "AT&T customer" means any entity or person who receives, uses, sells, resells or distributes any product or service furnished by AT&T, whether directly or indirectly (through a reseller, distributor, authorized agent or dealer). The term "Intellectual Property Rights" means rights in any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now existing or later created.</u></p>	<p>will provide the same level of indemnity that SWBT receives from manufacturers. To the extent that AT&T seeks unlimited protection, AT&T should bear that cost. Any other result will allow AT&T to obtain a service element without bearing the costs of that feature as provided in the Act.</p>	

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Bold represents language proposed by SWBT and opposed by AT&T.

PA B
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
RESALE AND MISCELLANEOUS ISSUES

Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded:	AT&T Language	SWBT Reason why language should be included or excluded:	SWBT Language
<p>1. Use Limitations:</p> <p>Whether all SWBT tariff limitations, terms and conditions apply automatically to the Resale services purchased by AT&T whether or not they are consistent with the Act.</p>	<p>Attachment Resale Section 1.12</p>	<ul style="list-style-type: none"> Issue number 5, "What Resale Restrictions should be permitted, if any?" In the Arbitration Award, page 9, states that AT&T's LBO complies with the FCC Order and is approved. The issue here is whether all restrictions contained in SWBT's tariffs automatically apply to the SWBT Arkansas Resale services purchased by AT&T under the Agreement. The Arkansas Commission has stated that all SWBT services offered at retail to current SWBT end-users be made available for resale. The FCC clearly has stated that restrictions and limitations imposed by Local Exchange Companies (LECs) may likely be evidence of market power and may reflect an attempt by an incumbent LEC to impose unfavorable conditions on resale. AT&T believes the Arkansas Commission clearly interpreted the Act and the FCC's First Report and Order, which holds that all such restrictions are presumptively unreasonable and therefore inapplicable. A "blanket" application of all restrictions is unlawful. 	<p>1.12 SWBT may not retain limitations on aggregation for purposes of the resale volume discount offers. <u>Additional tariff restrictions, other than the cross-class restriction allowed by FTA96 Section 251(c)(4)(B), are presumptively unreasonable.</u></p>	<p>The limitations contained in SWBT's tariffs are an inherent part of the services offered therein. The limitations help define the services and more importantly, they are directly related to the price level of the service. They are not the restrictions that the FCC found presumptively unreasonable and which SWBT is for the most part eliminating, e.g., paralleling service. Instead, they are characteristics of the services. For example, a use limitation associated with directory assistance service is that a call is limited to two requests. If DA service offered by SWBT allowed unlimited requests for each call, it would be priced at a level much higher than 30 cents. Therefore, SWBT should not be forced to allow AT&T to resell SWBT's DA service to customers with no limit on the number of requests per call. Simply stated, that is not a service that SWBT offers at retail. Adoption of SWBT's language will not hinder AT&T's resale efforts in any way and it will ensure that SWBT is not forced to resell services that are different from those it offers to its customers.</p>	<p>1.12 All use limitations, terms and conditions contained in SWBT's tariffs with respect to services that are resold by AT&T will be enforced by AT&T when providing such resold services to its customers. AT&T will not aggregate traffic over optional calling plans when reselling such optional calling plan services to its customers. To the extent that AT&T claims that a particular use limitation, term or condition in SWBT's tariffs which has been approved by the State Commission is inconsistent with the Act or other applicable law, AT&T will nonetheless enforce said use limitation, term or condition until it is determined by the appropriate authority to be unlawful.</p>

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P. B
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
RESALE AND MISCELLANEOUS ISSUES

Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be	SWBT Language
		<ul style="list-style-type: none"> Under the requirements of Section 251(c)(4), SWBT has the duty not to prohibit, and not to impose, unreasonable, or discriminatory conditions or limitations on, the resale of its telecommunications services. Other than cross class reselling of residential service to non-residential end-users and the cross-class reselling of means tested service, all restrictions on resale are inapplicable. See First Report & Order ¶ 939; 47 C. F. R. - 51.603, 51.609. Therefore, AT&T's language should be accepted. 			
<p><u>2. Promotions - Resale:</u></p> <p>Whether promotional offerings of 90 days or less be available for Resale at the promotional rates and the appropriate discounts.</p>	<p>Attachment Resale Section 4.2</p>	<ul style="list-style-type: none"> Issue number 1 on page 7 of the Award asks the question, "WHAT SWBT SERVICES SHOULD BE REQUIRED TO BE MADE AVAILABLE FOR RESALE AT WHOLESALE RATES?" The first statement reads "AT&T states that all SWBT services offered at retail to SWBT end users should be available for resale, including promotions of less than ninety (90) days." And AT&T's LBO on this issue is adopted. AT&T's proposed language accurately reflects what it believes ensures a pro-competitive environment in Arkansas. Consumers benefit by market driven offers, and 	<p>4.2 Promotions of Resale services of more than 90 days will be made available to AT&T on terms and conditions no less favorable than those SWBT makes available to its customers and will be made available at the avoided cost discount from the promotional rate. <u>For promotions of 90 days or less, SWBT will offer the services to AT&T for resale at the promotional rate without a wholesale discount.</u></p>	<p>As the FCC found, and the PSC confirmed in Order No. 5, short term promotional prices do not constitute retail rates for the underlying services and are thus not subject to the wholesale rate obligation.</p>	<p>4.2 Promotions of Resale services of more than 90 days will be made available to AT&T on terms and conditions no less favorable than those SWBT makes available to its customers and will be made available at the avoided cost discount from the promotional rate. Promotions of 90 days or less will not be available for resale.</p>

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CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
RESALE AND MISCELLANEOUS ISSUES

Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be	SWBT Language
		<p>therefore AT&T wants to embrace the intent of the Commission in order to create a fair playing field for all LSPs, including AT&T.</p> <ul style="list-style-type: none"> In order to compete effectively, and offer similar promotions without being disadvantaged in a Resale environment, AT&T seeks the ability to resell all promotions, including promotions of 90 days or less. <p>47 C.F.R. 51.605 and 47 U.S.C. 251(c) (4) require SWBT to offer for resale at wholesale rates, any service offered by SWBT at retail. The exception contained in 51.613 for promotions of less than 90 days provides that the wholesale discount applies to the ordinary rate rather than the promotion rate. The exception does not extend to restricting resale of the service at the promotional rate. Therefore, if SWBT runs a short term promotion at a promotional rate lower than the ordinary rate less the wholesale discount, SWBT should be ordered to resell the service at the promotional rate.</p>			
<p>3. Plexar AT&T:</p>	<p>Appendix Services/Pricing Section 2.1.1</p>	<ul style="list-style-type: none"> Please refer to the discussion of "Use limitations," issue No.1 of this matrix, and the issue below, 	<p>2.1.1 All features and functions of PLEXAR families of services, whether offered under tariff or</p>	<p>Much like the first issue, this issue addresses whether AT&T may resell</p>	<p>2.1.1 All features and functions of PLEXAR families of services, whether offered under tariff or</p>

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CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
RESALE AND MISCELLANEOUS ISSUES

Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be	SWBT Language
<p>Whether AT&T may resale Plexar services to customers without unnecessary market restrictions being imposed.</p> <p>SWBT: What SWBT Plexar services should be required to be made available for resale at wholesale rates? What resale restrictions for Plexar should be permitted if any? (Order No. 5, I.1, I.5)</p>		<p>which concern identical or directly related issues. SWBT is opposing AT&T's language without any substantive reason. The Arbitration Award clearly states that "SWBT never explains why the Commission past authority to review tariffs for retail services is relevant to a wholesale sale of telecommunications services." And "the cited provisions of the FCC order conflict with the SWBT position" (page 10 of the Award). AT&T stands by the rulings that resale restrictions are presumptively unreasonable. SWBT is forcing upon AT&T market restrictions that create market power dominance by SWBT, and prevent AT&T from being in a position to introduce competitive marketing offers and meet requests from end-user customers. Other than cross class reselling of residential service to non-residential end-users and the cross class reselling of means tested service, all restrictions on resale are inapplicable and should not be permitted, as stated in FCC Order Paragraph 939; 47 C. F. R. - 51.603, 51.609.</p>	<p>otherwise, will be available to AT&T for resale, <u>without restriction.</u></p>	<p>SWBT's tarified offerings or, as desired by AT&T, whether the service may be resold in some modified form that is different than the retail offering. The Act and FCC Order require that SWBT resell its retail services. Those services are defined by the terms and conditions contained in SWBT's tariffs.</p>	<p>otherwise, will be available to AT&T for resale. All use limitations, terms and conditions contained in SWBT's tariffs with respect to such PLEXAR services that are resold by AT&T will be enforced by AT&T when providing such PLEXAR services to its customers. To the extent that AT&T claims that a particular use limitation, term or condition in SWBT's tariffs which has been approved by the State Commission is inconsistent with the Act or other applicable law, AT&T will nonetheless enforce said use limitation, term or condition until it is determined by the appropriate authority to be unlawful.</p>
<p>4. <u>PLEXAR:</u></p>	<p>Appendix Services/Pricing</p>	<ul style="list-style-type: none"> SWBT has not demonstrated that the aggregation reflected by this 	<p>2.1.2 AT&T may aggregate the PLEXAR families of services, local</p>	<p>SWBT's Plexar tariffs do not allow multiple customers to share a Plexar</p>	<p>SWBT objects to the inclusion of AT&T's proposed language in 2.1.2.</p>

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CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
RESALE AND MISCELLANEOUS ISSUES

Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be	SWBT Language
<p>AT&T: Whether AT&T may aggregate the Plexar family of services. (Related to the above issue.)</p> <p>SWBT: Should new entrants be able to aggregate end users in a shared tenant services arrangement without restrictions?</p>	Section 2.1.2	<p>language should be restricted. In fact, the FCC's First Report and Order, Para., 953 specifically found that a new entrant may aggregate the traffic of more than one end user in order to meet minimum volume requirements. The Commission's Award in Arkansas holds that SWBT may not impose restrictions on AT&T and therefore, AT&T may aggregate end users in a shared tenant arrangement. (page 7, Issue 2 of the Award). The same discussion of use limitations applies to this issue. AT&T should be able to aggregate in a Plexar environment because SWBT's imposing restrictions do not apply.</p> <ul style="list-style-type: none"> AT&T must be able to compete in a resale environment without such restrictions, and AT&T's language should be included. 	<p><u>exchange and IntraLATA traffic usage of AT&T Customers to qualify for volume discounts on the basis of such aggregated usage.</u></p>	<p>system. That is the system that AT&T may resell. Obviously, AT&T would like to place many customers on a single Plexar system. However, SWBT's terms and conditions for Plexar service do not allow that type of arrangement. If SWBT decides to allow sharing of a Plexar service among multiple subscribers in the future, it is at that time that AT&T will be able engage in resale of a single Plexar to many subscribers.</p>	
<p>8. Customized Routing:</p> <p>AT&T: Whether SWBT must include the Customized Routing attachment for Resale and the terms and conditions that accompany this attachment.</p>	<p>Attachment 1: Resale Appendix Customized Routing- Resale</p>	<ul style="list-style-type: none"> In the Arbitration proceeding, AT&T and SWBT had agreement on customized routing, other than on intraLATA toll routing. (Issue III, 1 and 2 on pages 20 - 21). Now, SWBT has objected to Appendix Customized Routing- Resale in its entirety. SWBT proposes to reference all provisions concerning this issue to Attachment 6: UNE. AT&T's bolded and underlined language 	<p><u>This Appendix to Attachment 1: Resale contains provisions concerning customized routing of Directory Assistance, Operator Services and related Resale services.</u></p> <p><u>1.0 Customized Routing of AT&T Directory Assistance and Operator Services</u></p>	<p>AT&T stated in the Arbitration that the parties had reached agreement on this issue with the exception of intraLATA toll. Essentially, that agreement was that the parties would continue to work together on customized routing. That process is continuing and there is no need for the Commission to go beyond Order No. 5, in which it adopted SWBT's LBO. The negotiation process on this issue must be allowed to</p>	<p>SWBT objects to the inclusion of AT&T's proposed language.</p>

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<p>SWBT: Should SWBT be required to customize the routing of operator services and directory assistance calls to AT&T's platforms where AT&T purchases resold services under Sec. 251 (C)(4) or state law or purchases unbundled network elements under Sec. 251(C)(3) or state law? (Order No. 5, II.1)</p>		<p>(the entire Appendix) should be included and SWBT's bolded language should be excluded.</p> <ul style="list-style-type: none"> • AT&T plans to utilize its own OS/DA platforms in a resale environment, as the first step to providing customized AT&T service to its customers. SWBT's sudden determination to entirely discard this Appendix came as a surprise and a potential hazard to AT&T's business plans, and is unreasonable. • Paragraph 536 of the FCC's First Report and Order, pages 271 - 272, states, "We therefore find that incumbent LEC's must unbundle the facilities and functionalities providing operator services and directory assistance from resold services and other unbundled network elements to the extent technically feasible." Consistent with this holding, AT&T pursued establishing the separate attachments for both Resale and UNE, because customized routing was ordered for both situations. • Without this Appendix in the Resale section, the question of AT&T's ability to obtain unbundled DA and OS and customized routing from SWBT in a Resale environment is at best unclear. Although there is some overlap 	<p><u>1.1 Where AT&T purchases Resale services, and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SWBT will provide the functionality and features required to route all calls from AT&T customers for Directory Assistance and Operator Services to the AT&T designated trunks for the provision of AT&T Directory Assistance and Operator Services, in accordance with Section 1.2 of this Appendix.</u></p> <p><u>1.2 Customized routing of Directory Assistance and Operator Services on those SWBT switches with existing capabilities and capacity (e.g., by utilizing line class code or similar method) will be provided by SWBT. For those switches that lack the existing capability and/or capacity to support customized routing, SWBT will develop alternative method(s) (e.g., AIN based method) of providing customized routing of Directory Assistance and Operator Services. SWBT will complete implementation of said alternative method(s) by</u></p>	<p>proceed without the Commission predetermining its outcome.</p>	

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		<p>with certain sections of Attachment 6: UNE, the overall structure of the Interconnection Agreement, divided as it is into Resale, UNE and "other-type" sections, makes the continued inclusion of a specific appendix in the Resale portion dealing with customized routing very important. Its absence from the Resale section makes it unclear that SWBT is required to unbundle directory assistance and operator services from other Resale services, and to provide those features and functionalities, via customized routing, in the Resale services environments as required by the Act.</p> <ul style="list-style-type: none"> • SWBT points to no provisions in the current Appendix which are substantive problems. Instead, SWBT is attempting to bring provisions that should only be applicable in a UNE environment to Resale. SWBT's one sentence referral to Attachment 6 makes it very unclear what provisions SWBT is attempting to combine with Resale. For instance, in the language originally agreed to for the Appendix Customized Routing Resale – section 3.0 provides that "SWBT will use its service order process to update and maintain, 	<p><u>December 31, 1997. The schedule for development of alternative method(s) is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said date.</u></p> <p><u>1.2.1 In order to accommodate start up needs for Customized Routing requests issued by AT&T prior to October 1, 1997, the 10 day price quote and 30 day order fulfillment period will be 20 days and 60 days respectively.</u></p> <p><u>1.3 SWBT is free to choose the methodology deployed in SWBT's network to perform customized routing of Directory Assistance and Operator Services. SWBT will provide to AT&T an implementation schedule as to each individual switch no later than February 1, 1997.</u></p> <p><u>1.4 SWBT will make available to AT&T the ability to route Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local, 0+ IntraLATA toll, 0+HNPA-555-1212(IntraLATA), 1+HNPA-555-1212(IntraLATA)) dialed by AT&T Customers directly to the AT&T</u></p>		

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		<p>on the same schedule that it uses for its end users, the AT&T customer service information for Resale services in the Line Information Database (LIDB)." SWBT is now saying that it will not utilize its service order process to update the LIDB in a UNE environment. This was an agreement for Resale and should not be jeopardized by SWBT's refusal to include language in this Appendix. Further, this same Appendix has been submitted in two other states. Its sudden absence in Arkansas could well give rise to questions and confusion. AT&T's bolded and underlined language should be included, and SWBT's bolded language should be excluded.</p>	<p><u>Directory Assistance and Operator Services platform. If the State Commission rules or the Parties agree that AT&T is entitled to IntraLATA toll on resale services and unbundled switch elements, SWBT agrees to customized routing of the following types of calls: 0+IntraLATA toll, 0+HNPA-555-1212 (IntraLATA), 1+HNPA-555-1212 (IntraLATA).</u></p> <p><u>1.5 SWBT will include AT&T's local end user customers' listings in SWBT's Directory Assistance database as part of the service order process. SWBT will also honor all such customers' preferences for listing status (e.g., non-published, unlisted), as noted on the service order request or similar process, and will ensure that they appear as the customer requested in SWBT's database used to perform Directory Assistance functions.</u></p> <p><u>1.6 At AT&T's request, SWBT will provide the functionality and features, including digit translation (i.e., 1-411 to 900-XXX-XXXX) as specified by AT&T, within its local switch (LS) or Access Tandem (AT) to route AT&T customer-dialed Directory</u></p>		

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			<p><u>Assistance local and IntraLATA calls to the AT&T designated trunks via Feature Group D signaling from SWBT's 5ESS, DMS100 switches, and other switches as it becomes technically feasible, or as parties may otherwise agree, for direct-dialed calls, (i.e. 1-411, 1+Home/Foreign NPA-555-1212 sent paid).</u></p> <p><u>1.6.1 At AT&T's request, SWBT will provide functionality and features within its LS or AT to route AT&T customer-dialed Directory Assistance local and intraLATA calls to the designated trunks via Modified Feature Group C signaling from SWBT's 1AESS switches and other switch types or as parties otherwise agree, for direct-dialed calls, (i.e. 1-411, 1+Home/Foreign NPA-555-1212 sent paid).</u></p> <p><u>1.7 SWBT will provide the functionality and features within its LS or AT to route AT&T customer dialed 0/0+ local and IntraLATA calls to the AT&T designated trunks via Feature Group C signaling.</u></p> <p>1.8 The Parties agree that, in the</p>		

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