

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		<p>if Cox or an employee, agent or contractor of Cox at any time breaches a provision of Sections 1.5 or 1.6 above, then, except as otherwise required by Applicable Law and in accordance with Section 22.5, Verizon shall have the right, upon notice to Cox, to suspend the license to use Verizon OSS Information granted by Section 1.6.1 above and/or the provision of Verizon OSS Services, in whole or in part.</p> <p>Cox proposes to delete Verizon's proposed paragraphs 1.6.5.1-1.6.5.3.</p> <p>Section 5.1 of Verizon's Schedule 11.6 should be rejected.</p>	<ul style="list-style-type: none"> <li>• Verizon proposes to unilaterally discontinue Cox's access to Verizon's OSS within 10 days of notification to Cox alleging that Cox has, in Verizon's sole judgment, breached its OSS contractual obligations.</li> <li>• Verizon's proposal to resolve this issue is draconian, overbroad and overreaching because Verizon intends to terminate Cox's access to OSS for perceived abuses without regard to the negative effective that such termination would have on Cox's customers.</li> <li>• Cox has sufficient motivation to protect Verizon's OSS without Verizon's need to resort to the dire remedy of termination of Cox's access. For example, language already agreed to by the parties in other sections of the agreement being arbitrated provides Verizon with adequate remedies to fully protect its OSS from interference, impairment, breach or other harms</li> <li>• Verizon's demand for punitive remedies is an attempt to assert unilateral authority over Cox. The Act and the Commission's Rules do not permit ILECs to assert the power to force CLECs out of business by denying access to OSS.</li> </ul> <p><u>DISPUTED ISSUES OF FACT:</u> In this initial submission of the Joint Decision Point List, the parties are</p>	<p>requirements of Applicable Law and this Agreement with regard to **CLEC's access to, and use and disclosure of, Verizon OSS Information.</p> <p>8.5.3.2 Without in any way limiting any other rights Verizon may have under the Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor **CLEC's access to and use of Verizon OSS Information which is made available by Verizon to **CLEC pursuant to this Agreement, to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement, with regard to **CLEC's access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor **CLEC's access to and use of Verizon OSS Information which is made available by Verizon to **CLEC through Verizon OSS Facilities.</p> <p>8.5.3.3 Information obtained by Verizon pursuant to this Section 8.5.3.3 shall be treated by Verizon as Confidential Information of **CLEC pursuant to Section 28.4 of the Agreement; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to this Section</p>	<p>receiving written notice of the breach, Verizon may suspend, as necessary, the license of the offending company to access the OSS until assurance is given that the Company's use will conform with the contractual terms.</p>

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			<p>unable to list the disputed issues of fact. The parties will furnish a listing of all disputed issues of fact in the revised Joint Decision Point List that is due to be filed one week after discovery responses are due.</p> <p><u>ADMISSIONS/ STIPULATIONS:</u> Admissions and stipulations of fact will be addressed by the parties during the discovery stage of this proceeding. Accordingly, the parties will furnish relevant admissions or stipulations of fact in the revised Decision Point List that is due to be filed one week after the completion of discovery.</p> <p><i>Verizon does not have the right to suspend a CLEC's right to use the OSS UNE. Other remedy provisions of the ICA are adequate to protect Verizon's interests. Verizon has available to it numerous remedies to cure an alleged breach by AT&amp;T of access to Verizon's OSS. Verizon's proposal to retain the right summarily to terminate such access is overbroad and overreaching. Moreover, the adverse consequences to AT&amp;T's ability to conduct business that such a draconian remedy would produce far surpasses any conceivable harm that would accrue from any such breach. AT&amp;T has more than sufficient incentive to</i></p>	<p>1.5.5 to enforce Verizon's rights under the Agreement or Applicable Law.</p> <p>8.6 <u>Liabilities and Remedies.</u></p> <p>8.6.1 Any breach by **CLEC, or **CLEC's employees, agents or contractors, of the provisions of Sections 8.4 or 8.5 above shall be deemed a material breach of the Agreement. In addition, if **CLEC or an employee, agent or contractor of **CLEC at any time breaches a provision of Sections 1.4 or 1.5 above and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to **CLEC, to suspend the license to use Verizon OSS Information granted by Section 8.6.1 above and/or the provision of Verizon OSS Services, in whole or in part.</p> <p>8.6.2 CLEC agrees that Verizon would be irreparably injured by a breach of Sections 8.4 or 8.5 above by **CLEC or the employees, agents or contractors of **CLEC, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but</p>	

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			<p><i>protect Verizon's OSSs without the threat of being unable to conduct business.</i></p>	<p>shall be in addition to any other remedies available under this Agreement or at law or in equity.</p> <p><b>8.7 Relation to Applicable Law.</b></p> <p><b>The provisions of Sections 8.4, 8.5 and 8.6 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.</b></p> <p><u>Schedule 11.7 OSS</u></p> <p><u>1.7 Liabilities and Remedies</u></p> <p><u>1.7.1 Any breach by Cox, or Cox's employees, agents or contractors, of the provisions of Sections 1.5 or 1.6 above shall be deemed a material breach of the Agreement. In addition, if Cox or an employee, agent or contractor of Cox at any time breaches a provision of Sections 1.5 or 1.6 above and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to Cox, to suspend the license to use Verizon OSS Information granted by Section 1.6.1 above and/or the</u></p>	

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				<p><u>provision of VerizonOSS Services, in whole or in part.</u></p> <p><i>AT&amp;T Schedule 11.6 ACCESS TO OPERATIONS SUPPORT SYSTEMS</i></p> <p><i>1.0 Definitions</i></p> <p><i>As used in this Schedule 11.6, the following terms shall have the meanings stated below:</i></p> <p><i>1.1 "Verizon Operations Support Systems" or "Verizon OSS" means Verizon interfaces for access to pre-ordering, ordering/provisioning, maintenance and repair, and billing generally available to all CLECs.</i></p> <p><i>1.2 "Verizon OSS Services" means access to Verizon Operations Support Systems functions of Pre-Ordering, Ordering/Provisioning, Maintenance and Repair, and Billing. The term "Verizon OSS Services" includes, but is not limited to: (a) Verizon's provision of Call Detail Information to AT&amp;T pursuant to this Agreement; and, (b) "Verizon OSS Information", as defined in Section 1.3 below.</i></p> <p><i>1.3 "Verizon OSS Information" means any information accessed by, or disclosed or provided to, AT&amp;T through or as a part of Verizon OSS</i></p>	

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				<p><i>Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or an AT&amp;T Customer accessed by, or disclosed or provided to, AT&amp;T through or as a part of Verizon OSS Services; and, (b) any AT&amp;T Call Detail Information (as defined in Section 1 of the General Terms and Conditions) accessed by, or disclosed or provided to, AT&amp;T.</i></p> <p><i>2.1 This Schedule 11.6 sets forth the terms and conditions under which Verizon will provide electronic access to the following Verizon Operations Support Systems and Verizon OSS Services. Verizon will provide such access to AT&amp;T through the interfaces listed below or any other generally available Verizon OSS interfaces (e.g., Web GUI) for pre-ordering, ordering, provisioning, maintenance and repair, and billing in accordance with guidelines published by Verizon and which are consistent with the Change Management Process described below.</i></p> <p><i>Interface Function</i>  <i>CORBA Pre-Order</i>  <i>EDI Ordering, _ Provisioning</i></p> <p><i>EBI Maintenance/repair</i></p> <p><i>Connect:Direct Billing</i></p> <p><i>2.2 AT&amp;T agrees to access the</i></p>	

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				<p><i>Verizon OSS and utilize Verizon OSS Services, only for the purposes of establishing and maintaining resale services, UNEs, UNE Combinations, number portability, and interconnection services (hereinafter "the Services") provided to AT&amp;T by Verizon. Except as may be mutually agreed to by the Parties in writing, AT&amp;T agrees that such use will comply with the security requirements of Verizon.</i></p> <p><i>2.3 By accessing customer service records pursuant to this Schedule, AT&amp;T represents and warrants that it has obtained any customer authorization or approval (written, verbal or electronic) required by Applicable Law in order to receive such information. AT&amp;T shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC regulations thereunder) and in accordance with Section 18.3.</i></p> <p><i>2.4 Verizon will provide AT&amp;T with access to Verizon OSS in accordance with Verizon's published availability schedule, subject to changes to such schedule made in accordance with the Change Management Process.</i></p> <p><i>2.5 Each Party shall provide designated contacts for technical issues related to this Schedule. Verizon shall also publish or</i></p>	

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				<p><i>otherwise provide to AT&amp;T toll-free nation-wide telephone numbers (and applicable hours of operation) which will be answered by capable staff trained to answer questions and resolve technical problems related to this Schedule or other matters associated with the provision of Verizon OSS Services.</i></p> <p>2.6 <i>Verizon and AT&amp;T [may, upon mutual agreement] will jointly establish interface contingency plans and disaster recovery plans for access to Verizon OSS.</i></p> <p>2.7 <i>The Parties agree that the Change Management Process as established between Verizon and participating CLECs, as may be amended from time to time, will be used to manage changes to Verizon OSS interfaces. For purposes of this Schedule, "Change Management Process" means the documented process that Verizon and CLECs follow to facilitate communication about Verizon OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a developmental view, release announcements, comments and reply cycles, new entrant and new release testing processes and regularly scheduled change management meetings. If, pursuant to the Change Management Process, Verizon ceases to provide any functionality, feature</i></p>	

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				<p><i>or other capability that AT&amp;T wishes to continue to obtain from Verizon, upon AT&amp;T's request Verizon shall negotiate in good faith and on a timely basis with AT&amp;T to offer such functionality, feature or other capability to AT&amp;T at a separate price and on separate terms and conditions.</i></p> <p>2.8 <i>Notwithstanding any other provision of this Agreement, if any provision contained in this Schedule 11.6 (and/or Section 11.6 of this Agreement) conflicts with any term or condition of the Application of GTE Corporation, Transferor and Bell Atlantic Corporation, Transferee, Memorandum Opinion and Order, Appendix D, CC Docket No. 98-184, FCC 00-221 (rel. June 16, 2000) ("Merger Conditions") or otherwise would require Verizon, prior to the time period contained in the Merger Conditions or in a manner inconsistent with the Merger Conditions, to implement any Verizon OSS process, interface, or business rule, including but not limited to the Change Management Process, or any Verizon OSS Services as those terms are defined in this Agreement, the term or condition contained in the Merger Conditions shall prevail. If any provision contained in this Schedule 11.6 (and/or Section 11.6 of this Agreement) and any provision of the agreement entered into by Verizon and others (including AT&amp;T) on August 20, 1999 (in settlement of</i></p>	

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				<p><i>MCI Worldcom, Inc. and AT&amp;T Corp. v. Bell Atlantic Corp., FCC File No. EAD-99-0003), as may be amended from time to time, and any collaborative proceedings or arbitrated decisions arising from that settlement agreement ("Settlement Agreement") cannot be reasonably construed or interpreted to avoid conflict, the terms of the Settlement Agreement shall prevail. Conflicts among this Schedule 11.6 (and/or Section 11.6 of this Agreement), the Settlement Agreement, and the Merger Conditions shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Settlement Agreement; (b) the Merger Conditions; and (c) this Schedule 11.6 (and/or Section 11.6 of this Agreement).</i></p> <p>2.9 <i>In ordering Services, AT&amp;T and Verizon will utilize standard industry order formats and data elements developed by the Alliance for Telecommunications Industry Solutions (ATIS), including without limitation the Ordering and Billing Forum (OBF); provided, however, Verizon shall not be required to implement a version of an industry standard or may modify its use of such industry standards subject to notice in accordance with the Change Management Process. Verizon may also modify its use of such industry</i></p>	

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				<p><i>standards (i) in order to be consistent with the terms of the Settlement Agreement; or (ii) consistent with any collaborative proceedings pursuant to the Merger Conditions. Furthermore, industry standards do not currently exist for the ordering of all Services. Therefore, until such standard industry order formats and data elements are developed by the OBF for a particular Service, AT&amp;T and Verizon will use the Change Management Process to agree on a format or data elements to be used to address the specific data requirements necessary for the ordering of those Services. When an OBF standard or format is subsequently adopted, the Parties will use such standard or format in lieu of any other standard or format, unless, pursuant to the Change Management Process, there is agreement to continue to use a non-OBF standard or format. [Nothing in this Section 2.9 shall require Verizon to implement an industry standard prior to the time period required by the Merger Conditions or in a manner inconsistent with the Merger Conditions. Verizon reserves the right to establish non-standard Verizon OSS interfaces if required by law, regulation or collaborative proceeding.]</i></p> <p>2.10 PRE-ORDER, ORDER AND MAINTENANCE</p> <p>2.10.1 Verizon will provide real time,</p>	

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				<p><i>electronic access to pre-order functions to support AT&amp;T's ordering of the Services via the electronic interfaces described herein. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. Verizon will make the following real time pre-order functions available to AT&amp;T:</i></p> <p><i>2.10.1.1 Features and services available at a valid service address including the appropriate published directory to which the Customer is assigned;</i></p> <p><i>2.10.1.2 Access to customer service records (CSRs) for BA retail or resale end users. CSRs will be made available in a parsed format (i.e., a format that provides the CSR data to AT&amp;T in pre-defined data fields). AT&amp;T agrees to comply with the conditions as described in this Schedule 11.6;</i></p> <p><i>2.10.1.3 Telephone number assignment and confirmation;</i></p> <p><i>2.10.1.4 Service availability dates to the end user;</i></p> <p><i>2.10.1.5 Information regarding whether dispatch is required and available installation appointments;</i></p> <p><i>2.10.1.6 Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll;</i></p>	

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				<p>2.10.1.7 Service address verification;</p> <p>2.10.1.8 Loop qualification information, including but not limited to loop length, bridged taps, repeaters, and load coils and shall apply only to AT&amp;T orders for unbundled Loops or Loop Combinations.</p> <p>2.10.1.9 AT&amp;T Channel Facility Assignment information detailing whether or not a facility pair that AT&amp;T assigns for a collocation cage is busy or already assigned and in use as shown in Verizon's records</p> <p>2.10.2 ORDERING/PROVISIONING</p> <p>2.10.2.1 Verizon will provide access to ordering and statusing functions to support AT&amp;T provisioning of the Services via the Interfaces. To order the Services, AT&amp;T will format the service request to identify what features, services, or elements it wishes Verizon to provision in accordance with mutually agreeable ordering requirements.</p> <p>2.10.2.1.1 AT&amp;T may submit, and Verizon will accept, orders for Combinations or for multiple individual Unbundled Network Elements on a single service request. In no event shall AT&amp;T be required to submit separate service requests for each individual</p>	

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				<p><i>Unbundled Network Element in any Combination.</i></p> <p>2.10.2.2 <i>Verizon shall provide all provisioning services to AT&amp;T during the same business hours that Verizon provisions services for its end user customers. If AT&amp;T requests that Verizon perform provisioning services at times or on days other than as required in the preceding sentence, Verizon shall provide AT&amp;T a quote for such services consistent with the provisions set forth in Exhibit A (Pricing Schedule) of this Agreement.</i></p> <p>2.10.2.3 <i>Upon request from AT&amp;T, and consistent with the provisions of Section 18.0 (Coordinated Efforts - Intercept/Referral ) Verizon will provide an intercept referral message for any order for Services which includes any new AT&amp;T telephone number. Directory listings for any new AT&amp;T telephone number will be provided consistent with provisions in Section 19.0 (Directory Listings and Directory Distribution).</i></p> <p>2.10.2.4 <i>Verizon will provide AT&amp;T with a Firm Order Confirmation (FOC) in compliance with the provisions of Schedule 26.1.1 (Performance Incentive Plan).</i></p> <p>2.10.2.5 <i>When AT&amp;T electronically orders the Services, Verizon shall provide notification electronically of</i></p>	

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				<p>any instances when (1) Verizon's Committed Due Dates are in jeopardy of not being met by Verizon on any service or (2) an order contains Rejections/Errors in any of the data element(s) fields. Such notice will be made as soon as the jeopardy or reject is identified.</p> <p>2.10.2.6 At AT&amp;T's request, Verizon will perform co-operative testing with AT&amp;T (including trouble shooting to isolate any problems) to test any Services purchased by AT&amp;T in order to identify any performance problems identified at turn-up of the Services.</p> <p>2.10.2.7 When ordering any Services, AT&amp;T's representatives will have real-time electronic access to Verizon customer information systems which will allow the AT&amp;T representative to perform the same tasks that Verizon can perform when Verizon places orders for its retail Customers.</p> <p>2.10.2.8 Where Verizon provides installation on behalf of AT&amp;T, Verizon shall advise the AT&amp;T Customer to notify AT&amp;T immediately if the AT&amp;T Customer requests a service change at the time of installation.</p> <p>2.10.2.9 When an order for service is completed by Verizon, an electronic notification will be provide by Verizon that will have detailed parsed</p>	

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				<p>information that confirms the features and services that have been provisioned for AT&amp;T. This parsed information will be provided in pre-defined data fields. The completion will be provided in compliance with the provisions of Schedule 26.1.1 (Performance Incentive Plan).</p> <p>2.10.3 MAINTENANCE</p> <p>2.10.3.1 Verizon shall provide maintenance, testing and surveillance for all services purchased by AT&amp;T, and shall provide a real-time electronic interface to permit AT&amp;T to place orders for maintenance, testing and surveillance. Performance measurements, standards and associated remedies shall be as set forth in Section 26 and Schedule 26.1.1 (Performance Incentive Plan).</p> <p>2.10.3.2 In the event Verizon misses a scheduled repair appointment on behalf of AT&amp;T, Verizon will notify AT&amp;T within one (1) hour of the missed appointment, either by use of the EBI interface or by telephone.</p> <p>2.10.3.3 Verizon shall provide repair services to AT&amp;T Customers that are equal in quality to that which it provides to its own retail Customers. Trouble calls from AT&amp;T shall receive response time priority that is at least equal in quality to that of</p>	

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				<p><i>Verizon retail Customers and shall be handled on a "first come first served" basis regardless of whether the Customer is an AT&amp;T Customer or a Verizon Customer.</i></p> <p><i>2.10.3.4 Verizon shall provide AT&amp;T with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all services provided to AT&amp;T under this Agreement that it currently provides for the maintenance of its own network. Verizon shall provide AT&amp;T at least ten (10) business days advance notice of any scheduled maintenance activity which may impact AT&amp;T Customers. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, major equipment replacements and cable rolls. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed and estimated number of work hours for completion.</i></p> <p><i>2.10.3.5 Verizon shall advise AT&amp;T of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by Verizon on any services, including, without</i></p>	

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				<p><i>limitation, any hardware, equipment, software, or system providing service functionality which may potentially impact AT&amp;T Customers. Verizon shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that Verizon shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise AT&amp;T promptly of any such actions it takes.</i></p> <p><i>2.10.3.6 Verizon shall provide AT&amp;T with a detailed description of any and all emergency restoration plans and disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following:</i></p> <ul style="list-style-type: none"> <li><i>(i) procedures for prompt notification via EBI to AT&amp;T of the existence, location, and source of any emergency network outage potentially affecting an AT&amp;T Customer;</i></li> <li><i>(ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all services;</i></li> <li><i>(iii) methods and procedures to provide AT&amp;T with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process;</i></li> <li><i>(iv) methods and procedures for reprovisioning of all services after initial restoration;</i></li> <li><i>(v) equal priority,</i></li> </ul>	

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				<p><i>as between AT&amp;T Customers and Verizon Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (vi) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and up-dated as needed.</i></p> <p><i>2.10.3.7 Verizon and AT&amp;T shall establish mutually acceptable methods and procedures for referring callers to the 800/8YY number supplied by the other Party for purposes of receiving misdirected calls from customers requesting repair.</i></p> <p><i>2.10.3.8 Maintenance progress reports and status of repair efforts shall be available to AT&amp;T through EBI. Before implementation of EBI, Verizon shall provide progress reports and status of repair efforts to AT&amp;T via an 800/8YY number supplied by Verizon.</i></p> <p><i>2.10.3.9 Maintenance charges for premises visits by Verizon technicians shall be billed by AT&amp;T to its Customer, and not by Verizon. Verizon technicians providing services to AT&amp;T Customers will</i></p>	

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				<p><i>abide by the Branding provisions found in Section 12.0 of this Agreement.</i></p> <p><i>3.0 Access to and Use of Verizon OSS</i></p> <p><i>3.1 Verizon OSS may be accessed and used by AT&amp;T only to the extent necessary for AT&amp;T's access to and use of Verizon OSS Services pursuant to the Agreement.</i></p> <p><i>3.2 AT&amp;T shall restrict access to and use of Verizon OSS to AT&amp;T. This Schedule 11.6 does not grant to AT&amp;T any right or license to grant sublicenses to other persons, or permission to other persons (except AT&amp;T's employees, agents and contractors, in accordance with Section 3.6 below), to access or use Verizon OSS.</i></p> <p><i>3.3 AT&amp;T shall not (a) alter, modify or damage the Verizon OSS (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS, or (c) obtain access through Verizon OSS to Verizon databases, facilities, equipment, software, or systems, which are not offered for AT&amp;T's use under this Schedule 11.6.</i></p> <p><i>3.4 Except as may be otherwise mutually agreed to by the Parties in writing, AT&amp;T shall comply with all practices and procedures established</i></p>	

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				<p><i>by Verizon for access to and use of Verizon OSS (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).</i></p> <p><i>3.5 All practices and procedures for access to and use of Verizon OSS, and all access and user identification codes for Verizon OSS: (a) shall remain the property of Verizon; (b) shall be used by AT&amp;T only in connection with AT&amp;T's use of Verizon OSS permitted by this Schedule 11.6; (c) shall be treated by AT&amp;T as Confidential Information of Verizon pursuant to subsection 28.5 of the Agreement; and, (d) shall be destroyed or returned by AT&amp;T to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.</i></p> <p><i>3.6 AT&amp;T's employees, agents and contractors may access and use Verizon OSS only to the extent necessary for AT&amp;T's access to and use of the Verizon OSS permitted by this Agreement. Any access to or use of Verizon OSS by AT&amp;T's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, subsection 28.5 thereof and Section 3.5 of this Schedule 11.6.</i></p> <p><i>4.0 Verizon OSS Information</i></p> <p><i>4.1 All Verizon OSS Information</i></p>	

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				<p><i>shall at all times remain the property of Verizon. Except as expressly stated in this Schedule 11.6, AT&amp;T shall acquire no rights in or to any Verizon OSS Information.</i></p> <p><i>4.2 The provisions of this Section 4.2 shall apply to all Verizon OSS Information, except (a) AT&amp;T Call Detail Information, (b) CPNI of AT&amp;T, and (c) CPNI of a Verizon Customer or an AT&amp;T Customer, to the extent the Customer has authorized AT&amp;T to use the Customer Information.</i></p> <p><i>4.2.1 AT&amp;T's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for AT&amp;T's access to, and use and disclosure of, Verizon OSS Information permitted by this Schedule 11.6. Any access to, or use or disclosure of, Verizon OSS Information by AT&amp;T's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, subsection 28.5 of the Agreement.</i></p> <p><i>4.2.2 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 11.6 (including, but not limited to, Section 22 of the Agreement [and Section 5.1 following]), AT&amp;T's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of</i></p>	

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				<p><i>the Agreement. All Verizon OSS Information received by AT&amp;T shall be destroyed or returned by AT&amp;T to Verizon, upon expiration, suspension or termination of this Agreement.</i></p> <p><i>5.0 Liabilities and Remedies</i></p> <p><i>5.1 [Any breach by AT&amp;T, or AT&amp;T's employees, agents or contractors, of the provisions of Sections 3 or 4 above shall be deemed a material breach of the Agreement. In addition, if AT&amp;T or an employee, agent or contractor of AT&amp;T at any time breaches a provision of Sections 3 or 4 above and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to AT&amp;T, to suspend access to Verizon OSS and the provision of Verizon OSS Services, in whole or in part.]</i></p> <p><i>Intentionally omitted</i></p> <p><i>5.2 AT&amp;T agrees that Verizon may be irreparably injured by a breach of Sections 3 or 4 above by AT&amp;T or the employees, agents or contractors of AT&amp;T, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such</i></p>	

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				<p><i>breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.</i></p> <p><i>6.0 Relation to Applicable Law</i></p> <p><i>The provisions of Sections 3, 4 and 5 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.</i></p> <p><i>7.0 Verizon Access to Information Related to AT&amp;T Customers</i></p> <p><i>7.1 Verizon shall have the right to access, use and disclose information related to AT&amp;T Customers that is in Verizon's possession to the extent such access, use and/or disclosure has been authorized by the AT&amp;T Customer in the manner required by Applicable Law.</i></p> <p><i>7.2 Upon request by Verizon, AT&amp;T shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to AT&amp;T's operations support systems (including, systems for pre-ordering, ordering/provisioning, maintenance</i></p>	

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				<p><i>and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to AT&amp;T Customers (as authorized by the applicable AT&amp;T Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.</i></p> <p><i>8.0 Application-to-Application Interface Testing for Ordering/Provisioning</i></p> <p><i>8.1 The Parties shall conduct application-to-application interface testing prior to AT&amp;T's initial live access to Verizon OSS. Additionally, the Parties may agree to conduct application-to-application interface testing to test new releases of Verizon OSS software. Any application-to-application interface testing shall be pursuant to Verizon CLEC Test Environment (CTE) guidelines published by Verizon consistent with the Change Management Process. Application-to-application interface testing will allow for the testing of the systems, interfaces, and processes for the Ordering and Provisioning functions. If AT&amp;T wishes to conduct Friendlies-type application-to-application testing, the Parties shall negotiate a separate test agreement that addresses the terms and conditions applicable to such testing.</i></p>	

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				<p>8.2 <i>Notwithstanding any other provision of this Agreement, AT&amp;T shall not send any orders into production until such time that AT&amp;T has successfully completed testing in the Verizon CTE in Virginia except as otherwise mutually agreed to by the Parties. AT&amp;T agrees that it will only send orders into production containing features, services and/or elements for which it has successfully completed testing in Virginia in the Verizon CLEC Test Environment except as otherwise mutually agreed to by the Parties.</i></p> <p>8.3 <i>Prior to initial access to Verizon OSS, AT&amp;T will complete applicable user education classes, as offered by Verizon, for Verizon-provided interfaces. Such user education classes will be available in accordance with rates published by Verizon.</i></p> <p>8.4 <i>AT&amp;T agrees that personnel from other competitive Local Service Providers may be scheduled into any class. Class availability is first-come, first served.</i></p> <p>8.5 <i>Class dates will be in accordance with Verizon's published schedule. Special classes may be arranged as mutually agreed to by the Parties.</i></p> <p>8.6 <i>AT&amp;T agrees that AT&amp;T personnel attending classes are to utilize only training databases and</i></p>	

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