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			<p>emergency services provider uses different facilities if it needs to perform a call back, usually making the call over the PSTN just like any other normal call. The call back is not made over the Wireline E911 Network.</p> <p>In the case of Scenario 2, which is a commercial arrangement, this is a peering arrangement where the carriers agree to connect networks, at a negotiated point. POI regulations associated with 251(c)(2) negotiations do not apply.</p> <p>In the case of Scenario 3, which is also a commercial arrangement, the router provided by Intrado is likely to be the POI and Embarq will be responsible for getting its customer 911 calls to the router. The reason that Embarq uses the term likely above is that should Intrado begin centralizing router functionality significantly increasing transport costs, cost recovery will likely need to be addressed. This could be a situation in which there would be an attempt to shift costs.</p>	
55.2.1 (a)	Not raised in negotiation	<p><del>To the extent Embarq's network contains multiple tandems in the LATA, INTRADO COMM must establish a POI at each tandem where it wishes to exchange (i.e., receive or terminate) traffic with Embarq.</del></p> <p><u>Intrado Comm Will establish a POI at Embarq's E911 Tandem/Selective Router or other meet-point pursuant to Section 55.2.4 for the exchange of 911 Service or E911 Service calls.</u></p>	<p>Embarq will agree to the first part of Intrado's terms as follows –</p> <p>Intrado Comm Will establish a POI at Embarq's E911 Tandem/Selective Router.</p> <p>This is appropriate for Scenario 1 and is consistent with how Embarq provides the 911 router connectivity to other CLECs and subtending ILECs.</p> <p>If there ever is a situation where Intrado</p>	This is relevant to Scenario 1.

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			<p>would build facilities to meet Embarq (Section 55.2.4) the POI remains on Embarq's network (see First Report and Order, CC 96-98, ¶1553, "In a meet point arrangement, the "point" of interconnection for purposes of sections 251(c)(2) and 251(c)(3) remains on "the local exchange carrier's network" (e.g., main distribution frame, trunk-side of the switch), and the limited build-out of facilities from that point may then constitute an accommodation of interconnection.")</p> <p>Meet-point as used in this context does not apply to transmission facilities jointly provided by connecting ILECs as it is commonly referred to in the provision of access services to carriers.</p>	
55.2.1 (c)	Not raised in negotiation	<p><del>INTRADO COMM must establish a POI at any Embarq end office that subtends a non-Embarq tandem. In geographic areas in which Intrado Comm has been designated as the E911 Selective Routing provider, Embarq shall exchange 911 Service and E91 Service traffic with Intrado Comm pursuant to 55.4.</del></p>	<p>Embarq will not agree to the addition of these terms in a 251(c) agreement as they apply to Scenarios 2 and 3. Embarq will agree to negotiate those under commercial arrangements.</p>	
55.2.4	Not raised in negotiation	<p><del>When the Parties choose Intrado Comm requests to interconnect at a mid-span meet, INTRADO COMM and Embarq will jointly provision the facilities that connect the two Parties' networks. Embarq will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. Embarq Each Party will provide fifty percent (50%) of the facilities or to its exchange</del></p>	<p>Embarq does not agree to the modifications as proposed by Intrado.</p> <p>Under Scenario 1, when a CLEC seeks to purchase transmission facilities for its 911 trunks from Embarq those facilities are purchased out of the access tariff. There is no build out obligation for access. These terms would not apply when all Intrado is seeking is access to Embarq's 911 Control Office.</p>	

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		<p><del>boundary, whichever is less. The construction of new facilities for a mid-span meet is only applicable when traffic is roughly balanced.</del> Notwithstanding any provision in this Agreement to the contrary, when the Parties interconnect using a mid-span meet, each Party will be financially responsible for the facilities on its side of the mid-span meet and will not bill the other Party for any portion of those facilities.</p>	<p>The limited obligation to build out discussed by the FCC in the First Report and Order CC 96-98 clearly talks about the mutual benefit received by the parties, which is the purpose of the phrase "roughly balanced" in Embarq's language and the 50% build out terminology. The exchange boundary limitation recognizes the CLECs ability to choose where it locates its switches and not gain a competitive advantage through regulatory arbitrage. The terms offered by Embarq are in fact quite liberal.</p> <p>Intrado's proposed language is arrogant, essentially demanding that Embarq cede control of its network and capital spending to build out transmission facilities effectively without limitation at Intrado's request. Embarq will not give Intrado the authority. It is not consistent with the FCC's discussion in the First Report and Order.</p> <p>Any requests for mid-span meets under Scenario 2 should be commercially negotiated.</p> <p>Similarly, the interconnection arrangements for Scenario 3 should be commercially negotiated. Embarq does not anticipate seeking a mid-span meet with Intrado for 911.</p> <p>In later sections Intrado demands that Embarq provide redundancy. These terms are not and were never meant to be used to force Embarq to construct redundant facilities.</p>	
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55.3.3 (a)	Not raised in negotiation	<p><u>Interconnection to the Intrado Comm network</u></p> <p><u>Embarq must maintain an official NENA Company Identifier and remain in good standing with NENA standard, including, but not limited to, the requirement that Embarq make live technical assistance available on a 24 hour, 7 day a week, basis, in the event a PSAP needs to contact Embarq for information that may assist with call tracing or problem resolution.</u></p>	<p>Embarq does not agree. These terms are not appropriate in any agreement between Intrado and Embarq. Intrado is attempting to dictate the relationship between the PSAP and Embarq. It is not Intrado's responsibility to insert itself and "police" the service that Embarq provides. Furthermore, call tracing obligations are part of CALEA and Embarq fully complies with its obligations. It is not Intrado's job to attempt to enforce that.</p>	
55.3.3 (b)	Not raised in negotiation	<p><u>Embarq must provide an official Access Carrier Name Abbreviation (ACNA) (currently assigned by Telcordia Technologies, Ind.) and a valid national Operating Company Number (OCN) (currently assigned by the National Exchange Carrier Association (NECA)) for use in Intrado Comm's ordering, billing, maintenance, and inventorying systems.</u></p>	<p>Embarq does not agree to include these terms in a 251(c) agreement. The only time that Embarq might possible order services from Intrado is in Scenario 3, which should be negotiated as a commercial arrangement.</p> <p>Embarq does maintain valid ACNAs and OCNs for its operating companies.</p> <p>Embarq does not have a "national OCN" and is not obligated to acquire one.</p>	Scenario 3 - Commercial
55.4	Not raised in negotiation	<p><u>Interconnection of the Embarq Network to Intrado Comm's Intelligent Emergency Network</u></p>	<p>Section 55.4 pertains to Scenario 3, where Intrado provides the Wireline E911 Network to the PSAP and Embarq must request interconnection in order to deliver its customers 911 calls to the PSAP. This is a commercial arrangement and should not be included in a 251(c) agreement.</p>	Scenario 3 - Commercial
55.4.1	Not raised in negotiation	<p><u>In geographic areas in which Intrado Comm has been designated as the E011 Selective Routing provider,</u></p>	<p>Embarq does not agree to include this in a 251(c) agreement. (See discussion above for 55.4.)</p>	Scenario 3 - Commercial

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		<p><u>Embarq will provide end office direct trunking to Intrado Comm's Intelligent Emergency Network™ for the purpose of delivery of 911 Service and E911 Service traffic from Embarq's End-Users' emergency calls to PSAPs (End-Users) served by Intrado Comm's Selective Routing System.</u></p>	<p>Furthermore, Embarq may seek alternate interconnections based on the individual capabilities of the specific situation. For example, in situations where Embarq previously provided service to the PSAP Embarq may have its direct end office 911 trunks terminated to its own router and may seek a router to router connection for Embarq customer's 911 calls.</p> <p>In addition, if Embarq has an end office serving customers in a wide area, that need access to different PSAPs, Intrado's terms would require Embarq to route the traffic for the multiple PSAPs to Intrado, some of which may not be served by Intrado. Embarq will not agree to this.</p> <p>This topic needs to be discussed by the technical subject matter experts rather than argued in a regulatory proceeding seeking a one size fits all solution.</p> <p>It is interesting that it is here, in terms buried deep in the agreement, where Intrado calls a PSAP an End-User.</p> <p>(See discussion on proposed end user definition at 1.54.)</p>	
55.4.2	Not raised in negotiation	<p><u>Embarq may aggregate and/or transport traffic from its chosen location to the Intrado Comm Intelligent Emergency Network™ mutually agreed POI.</u></p>	<p>Embarq does not agree to these terms. They do not belong in any agreement. Intrado is essentially giving Embarq permission to determine how to engineer and route its end user traffic, that Embarq can aggregate traffic.</p> <p>Embarq does not need Intrado's</p>	Scenario 3 - Commercial

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55.4.3	Not raised in negotiation	<u>Embarq will provide E9-1-1 facility transport to the Intrado Comm mutually agreed POI exclusively used for termination of End-user 911 Service and E911 Service traffic to the Intrado Comm Intelligent Emergency Network™. The transport facility must be capable of termination at a DS1 level and shall be physically provisioned in a diverse manner such that there will be no single point of facility or hardware failure between the originating office serving Embarq's End-Users and each geographically diverse Intrado Comm Intelligent Emergency Network™ mutually agreed POI.</u>	<p>Embarq does not agree that these terms need to be included in the 251(c) agreement between Intrado and Embarq as it applies to Scenario 3.</p> <p>Embarq agrees that it is responsible for the transport on its side of the POI and will provision it as necessary. DS1 interconnections are typical.</p> <p>Embarq does not agree that Intrado can mandate that Embarq provide physically diverse facilities from each of Embarq's end offices to the Intrado router.</p> <p>If redundancy is required by the appropriate authorities, not Intrado, Embarq will comply as necessary. It is totally inappropriate for Intrado to demand that Embarq build bi-directional self-healing transport rings to each end office for the Embarq's provision of 911 calling to its customers.</p>	Scenario 3 - Commercial
55.4.4	Not raised in negotiation	<u>Embarq will order from Intrado Comm a sufficient quantity of DS1 and DS0 terminations to Intrado Comm's E911 network via the Intrado Comm Access Service Request (ASR) process, in quantities such that a P.01 grade of service is maintained for the end office trunk group established for use by Embarq's End-Users.</u>	<p>Please see the general comment for 55.4 above.</p> <p>Again, Intrado is attempting to dictate Embarq's engineering practices on Embarq's side of the POI and dictate the quality of service that Embarq provides to its customers. This is not appropriate. It is not Intrado's job to police this.</p> <p>Embarq is well aware of the standards required to provide quality service to end</p>	Scenario 3 - Commercial

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			users (as defined by NENA) and will fulfill its obligations.	
55.4.5	Not raised in negotiation	<u>Embarq will order a minimum of two (2) DS0 terminations over each DS1 termination ordered from Intrado Com.</u>	<p>Please see the general comment for 55.4 above.</p> <p>When Embarq provisions direct end office trunks to Intrado's router in Scenario 3 it will install a minimum of 2 DS0 terminations for each end office. Embarq does not envision having fewer the 2 DS0 circuits per DS1.</p>	Scenario 3 - Commercial
55.4.6	Not raised in negotiation	<u>Embarq shall utilize Signaling System 7 (ss7) signaling protocol for DS0 terminations to Intrado Comm's Intelligent Emergency Network™.</u>	<p>Please see the general comment for 55.4 above.</p> <p>If Embarq has equipment in place that is not SS7 capable, it will not agree to a blanket requirement to change it out.</p>	Scenario 3 - Commercial
55.4.7	Not raised in negotiation	<u>Embarq shall not deliver its End-User's calls originating outside of Intrado Comm's E911 serving area to the Intrado Comm Intelligent Emergency Network™ except as noted below.</u>	<p>Please see the general comment for 55.4 above.</p> <p>Embarq does not have any issue with this general statement but does have issues with the detailed statements below.</p>	Scenario 3 - Commercial
55.4.7.1	Not raised in negotiation	<u>Split Wire Center Call Delivery Exception – Where Embarq is technically incapable of segregating its End-User 911 Service or E911 Service call traffic associated with a Wire Center and where the Wire Center services End-Users both within and outside of the Intrado Comm Intelligent Emergency Network™ serving area, Embarq shall work cooperatively with Intrado Comm and the affected E911</u>	<p>Please see the general comment for 55.4 above.</p> <p>If Embarq's wire center is served by two PSAPs and one PSAP is served by Intrado and the other PSAP is served by Embarq, Embarq will route all 911 calls to its router, segregate the traffic and forward to Intrado as appropriate.</p> <p>If one PSAP is served by Intrado and the</p>	<p>Scenario 3 – Commercial</p> <p>May also involved Scenario 2, which is also commercial. See description at left.</p>

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		<u>Authorities (i) to establish call routing and/or call handoff arrangements, (ii) to establish which E9-1-1 Service provider will serve as the "Primary" Selective Routing provider for direct trunking for the split Wire Center, and (iii) to establish which E9-1-1 service provider will serve as the "Secondary" Selective Routing provider receiving a call hand-off from the Primary Selective Routing Provider.</u>	other PSAP is served by a different entity, Intrado should negotiate with the other entity regarding which one is primary and which one is secondary. It is not Embarq's place to step between or facilitate such arrangements. Embarq will cooperate with each Wireline E911 Network provider as appropriate.	
55.4.7.2	Not raised in negotiation	<u>Split Wire Center Call Delivery Cost – Embarq shall be responsible for any and all costs incurred by Intrado Comm resulting from Embarq's inability to segregate its End-User 911 Service or E911 Service call traffic and resulting in call hand-offs from Intrado Comm's Intelligent Emergency Network™ to another E9-1-1 service provider's network.</u>	<p>See the response immediately above for 55.4.7.1.</p> <p>It is interesting that the terms proposed by Intrado are totally counter to the way the industry works today and Embarq would never agree.</p> <p>Intrado is essentially saying that if Embarq makes a mistake and misroutes a 911 call to Intrado, Intrado will charge Embarq for that. The incremental cost of handling a single call is minimal and in Embarq's experience, Wireline E911 Providers do not charge each other for this.</p> <p>To Embarq this appears as a way of shifting costs from PSAPs to subtending carriers.</p>	<p>Scenario 3 – Commercial</p> <p>May also involved Scenario 2, which is also commercial. See description at left.</p>
55.4.7.3	Not raised in negotiation	<u>Split Wire Center "Partially Deployed" 911 Exception – Where Embarq is technically incapable of segregating its End-User 911 Service or E911 Service call traffic associated with a specific Wire Center and where the Wire</u>	<p>See the response immediately above for 55.4.7.1.</p> <p>As stated above Embarq will not agree to route all of the E911 calls from a single</p>	<p>Scenario 3 – Commercial</p> <p>May also involved Scenario 2, which is also commercial.</p>

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		<p><u>Center services End-Users that are within the Intrado Com Intelligent Emergency Network™ serving area and End-Users that have not as yet deployed 911 Services or E911 Services. 911 Service or E911 Service call traffic for the entire end office shall be delivered to Intrado Comm for call delivery to the appropriate PSAP.</u></p>	<p>end office that is served by multiple PSAPs and Wireline E911 Network providers to Intrado. In some cases, where Embarq provides service to one of the PSAPs, Embarq will take the traffic, segregate it and route it to Intrado as appropriate. If another party is involved it is up to Intrado to negotiate the primary and secondary responsibilities with that carrier.</p>	<p>See description at left.</p>
55.5.1	Raised in negotiation	<p><u>Intrado Comm and Embarq may deploy bi-directional inter-SR trunking using one way trunk configurations that will allow transfers between PSAPs subtending Embarq Selective Routers and PSAPs subtending on the Intrado Comm Selective Routers.</u></p>	<p>This appears to be a duplication of the inter-tandem terms proposed by Intrado at 55.1.4 above. Embarq's comments are therefore the same.</p> <p>Embarq will not include these terms in a 251(c) agreement but is willing to negotiate them on a commercial basis. Connections between Wireline E911 Network providers is on a commercial basis (Scenario 2) and Intrado is the carrier providing service in Scenario 3 and Embarq is the requesting carrier.</p> <p>Peering arrangements between E911 network providers are usually provisioned over 2-way trunks. This arrangement is technically feasible and certainly more efficient, reducing the charges to the PSAPs, since these costs are paid for by PSAPs.</p> <p>Further discussion between the technical subject matter experts concerning Intrado's desire for one-way trunks. In situations where Embarq has a selective router and Intrado becomes the Wireline E911 Network provider (Scenario 3)</p>	<p>Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements.</p>

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			<p>Embarq may seek router to router connectivity instead of end office to router connectivity.</p> <p>Embarq is concerned that Intrado's language is motivated based on cost and compensation rather than technical efficiency. At this point it is unclear.</p>	
55.5.2	Raised in negotiation	<p><u>Intrado Comm will be responsible for deploying and maintaining one way trunks from the Intrado Comm's E911 routing network for PSAP call transfers from Intrado Comm subtending PSAPs to Embarq subtending PSAPs</u></p>	<p>See the response for 55.5.1 above. These terms as proposed by Intrado seem to be directed at the operational process of ordering and provisioning and potentially how carriers incur costs.</p> <p>As stated above the use of one way trunks is less efficient and will potentially drive up the costs incurred by the PSAPs.</p>	<p>Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements.</p>
55.5.3	Raised in negotiation	<p><u>Embarq will be responsible for deploying and maintaining one way trunks from the Embarq SR for PSAP call transfers from the Embarq subtending PSAPs to Intrado Comm subtending PSAPs..</u></p>	<p>See the response for 55.5.1 above. These terms as proposed by Intrado seem to be directed at the operational process of ordering and provisioning and potentially how carriers incur costs.</p> <p>As stated above the use of one way trunks is less efficient and will potentially drive up the costs incurred by the PSAPs.</p>	<p>Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements.</p>
55.5.4	Raised in negotiation	<p><u>The configuration of these inter-Selective Router trunk Groups shall be designed to support the existing E911 generic of the Embarq Selective Router Tandem. Embarq will notify Intrado Comm of any upgrades to the Embarq E911 generic in the SR that would allow for a different trunking configuration to support inter-Selective</u></p>	<p>Embarq does not agree to include terms such as this in a 251(c) interconnection agreement.</p> <p>It is interesting that in the terms that it proposes at 54.4 and 54.6 Intrado gives itself to do whatever it chooses with its network and then in these terms wants to require Embarq to provide it notice and</p>	<p>Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements.</p>

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		<p><u>Router tandem transfer. This may include, but is not limited to:</u></p>	<p>any changes that Embarq elects to make to its own network regardless of whether or not it would force Intrado to make changes to its network.</p> <p>Embarq will notify Intrado if it intends to make modifications that may require Intrado to make changes to its network. Embarq does not have an obligation to notify any carrier about changes that it makes to its own network when it does not affect the existing interconnection.</p> <p>The information requested by Intrado is inappropriate in a peering arrangement as it could be competitively sensitive. It is no secret that Intrado is competitively bidding against Embarq for providing Wireline E911 Network components to PSAPs. These terms would require Embarq to let a competitor know what additional functionality it may be deploying as a competitive response.</p> <p>Intrado does not impose the same terms on itself, obviously giving it a competitive advantage.</p> <p>Intrado is free to have it's subject matter experts discuss it's network configurations with Embarq's for a mutual sharing of information where the parties cooperate to provide 911 calling to the public.</p>	
55.5.4 (a)	Raised in negotiation	<p><u>Establishment and maintenance of location specific route index dial plan translations to enable PSAP-to-PSAP inter-SR call transfers.</u></p>	<p>Embarq does not agree to include terms such as this in a 251(c) interconnection agreement.</p> <p>See the additional response above in 55.5.4.</p>	<p>Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial</p>

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				arrangements.
55.5.4 (b)	Raised in negotiation	<u>Establishment and maintenance of trunk routing translations to enable PSAP-to-PSAP call transfers, consistent with generic capabilities of the Embarq SR.</u>	Embarq does not agree to include terms such as this in a 251(c) interconnection agreement.  See the additional response above in 55.5.4.	Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements.
55.5.4 (c)	Raised in negotiation	<u>Notification to the connecting Party of impending changes to call transfer translations and/or changes to the inter-Selective Router tandem trunk group at least thirty (30) Days in advance of the activation date as well as coordination of testing coincident with the activation of the changes.</u>	Embarq does not agree to include terms such as this in a 251(c) interconnection agreement.  See the additional response above in 55.5.4.	Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements.
55.5.5	Raised in negotiation	<u>Each Party will have a sufficient number of inter-Selective Router tandem trunks to support simultaneous inter-Selective Router tandem PSAP call transfers such that a P.01 grade of service is attained.</u>	Embarq does not agree to include terms such as this in a 251(c) interconnection agreement.  Embarq is committed to providing the best possible 911 calling to its end users and its emergency service customers (PSAPs).	Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements.
55.5.6	Raised in negotiation	<u>Embarq will alert Intrado Comm of any Embarq Selective Routing generic software modifications applied that will enable PSAP-to-PSAP call transfer applications for PSAPs served by an Embarq Selective Router that was formerly identified as being technically incapable of accommodating those call transfer arrangements as defined in Section 55.4(i) or (ii).</u>	Embarq does not agree to include terms such as this in a 251(c) interconnection agreement.  See the additional response above in 55.5.4 as well as the responses to the other sections referred to by Intrado.	Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements.

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55.5.7	Raised in negotiation	<u>Where technically capable, each Party will establish and maintain appropriate Selective Routing database updates and/or trunk routing translations as necessary to support inter-tandem E9-1-1 PSAP call transfer capability requested by the 911 Authority.</u>	Embarq does not agree to include terms such as this in a 251(c) interconnection agreement.  To the extent that the parties agree to peering arrangements Embarq will certainly maintain the appropriate updates and routing translations just as it has been doing for many years.	Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements.
55.5.8	Raised in negotiation	<u>Embarq will provide the appropriate number of one-way outgoing 911/E911 trunks over diversely routed facilities that will accommodate the existing E911 software generic of the Embarq SR so as to enable Embarq to transfer a 911 call to PSAPs served by Intrado Comm's E011 routing network from PSAPs subtending the Embarq SR.</u>	Embarq does not agree to include terms such as this in a 251(c) interconnection agreement.  These terms appear to be redundant.  As to mandating one-way trunks see Embarq's responses to 55.1.4 and 55.5.1.  With respect to providing diversity see Embarq's response to 55.4.3. While diversity may be desirable diverse routes may not be present and it may not be cost efficient to build, nor should there be an open-ended obligation to do so.  Embarq does not demand diversity in the trunks that CLECs provision to Embarq's routers for their customers 911 calls.	Peer to Peer from us to them. Where technically feasible. Will not build for redundancy. Not appropriate for Intrado to mandate. We are responsible for providing 911 service to our end users and will comply to state mandates.
55.5.9	Raised in negotiation	<u>The Parties will maintain appropriate dial plans to support inter-Selective Router tandem transfer and each Party shall notify the other of changes additions, or deletions to their respective inter-Selective Router dial plans.</u>	Embarq does not agree to include terms such as this in a 251(c) interconnection agreement.  Embarq has concerns regarding the reference to dial plans and further discussion between the technical subject matter experts is needed. If the 911 call is just transferred to the PSAP based on	Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements.

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55.5.10	Raised in negotiation	<u>Each Party will be responsible for alarming and monitoring their respective originating E911 inter-Selective Routing trunk. Each Party shall notify the other of any service outages on their respective inter-Selective Routing trunk(s), and work cooperatively to restore service in accordance with federal, state and local 911 rules.</u>	Each party is responsible for the maintenance of its network and for the appropriate alarming and monitoring of their respective networks. Embarq will certainly comply with federal, state, and local 911 rules in the restoration of such service and it is not Intrado's job to act in the place of the regulatory body that has oversight for such service standards.	Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements.
56.11	Raised in negotiation	<u>E9-1-1 calls shall not be billed at reciprocal compensation rates, access rates, or transit rates.</u>	Embarq agrees that it is totally inappropriate for any party to attempt to extract undo compensation from another party for 911 calls.	This could apply to all three scenarios.
58.3	Not raised in negotiation	<u>Embarq shall provide to Intrado Comm an updated E911 trunk forecast on an annual basis.</u>	Embarq does not agree to include terms such as this in a 251(c) interconnection agreement.  It is reasonable for both parties to work together cooperatively to ensure that sufficient capacity exists in the network to provide quality 911 calling.	Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements.
58.6.1	Not raised in negotiation	<u>In the event that INTRADO COMM either Party over-forecasts its trunking requirements by twenty percent (20%) or more, and Embarq the other Party acts upon this the forecast to its detriment, Embarq the Party relying on the forecast may recoup any actual and reasonable expense it incurs.</u>	Embarq does not agree to include terms such as this in a 251(c) interconnection agreement.  Further more, these terms are not relevant to 911 trunks. Embarq inserted these terms in its standard ICA after installing hundreds of trunks for CLECs (and incurring the cost of doing so) based on the forecasts that Embarq had	Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements.

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			received. Many of these were for CLECs that were providing services to dial up ISPs. The terms were necessary to ensure that CLECs would not be over aggressive in their forecasting.	
58.7	Not raised in negotiation	Grade of Service. An overall blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards <u>shall be maintained</u> , for final trunk groups between a <del>INTRADO COMM end office and an Embarq access Tandem</del> <u>the Parties' networks</u> carrying meet point traffic shall be maintained. All other Tandem trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).	Embarq does not agree to the modifications.  The terms apply to normal switch trunks between tandems and end offices, where final trunk groups are actually deployed. 911 trunks are not classified as final trunk groups. 911 trunks are not classified as direct end office trunks. They are a specialized, unique form of trunking.  Grade of service for 911 trunks are addressed separately in other sections.	This is not applicable to any of the three scenarios.
60.1.1	Not raised in negotiations	The Parties may send each other Indirect Traffic. <u>This Section 60 does not apply to the inter-Selective Router transfer of traffic. Such traffic is governed by 55.4.7.</u>	Embarq does not agree to the changes. They are unnecessary, especially with the recommendation to include the NENA definition of E911 Control Office and remove the reference to E911 routers in the definition of tandem switches.  E911 traffic is not Indirect Traffic.  Furthermore, inter-selective router transfer arrangements (Scenario 3 and possible Scenario 2) belong in commercial agreements.	Embarq interprets the terms added buy Intrado to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements
69.1	Not raised in negotiation	Embarq will offer access to call-related databases (non-251 services), including, but not limited to, Toll Free Calling database, Number Portability database,	Embarq agrees that it has an obligation to provide unbundled access to 911 and E911 databases to CLECs requesting interconnection as defined in Scenario 1,	Scenario 1

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		<p>and Calling Name (CNAM) database. <u>Call-related databases under this Part I excludes those call-related databases covered by Part J of this Agreement.</u> Embarq reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment. The rates for access to these call-related databases are set forth on Table One.</p>	<p>where it is maintaining those databases as the Wireline E911 Network provider.</p> <p>Embarq will agree to substitute the following terms for that recommended by Intrado.</p> <p>Call-related databases under this Part I excludes E911 databases.</p> <p>Further, Embarq will agree to add the following terms to Section E, which addresses Embarq's unbundling obligations and is consistent with the Federal Regulations included in Title 47 §51.319(f).</p> <p>Embarq shall provide Intrado with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with section 251(c)(3) of the Act. This includes the MSAG and ALI databases.</p>	
69.1.1	Not raised in negotiation	<p>The CNAM database is a transaction-oriented database accessible via the CCS network. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with 'Caller ID with Name'. Use of Embarq's CNAM Database by <del>INTRADO COMM</del> and <del>INTRADO COMM's customers</del> <u>Intrado Comm and Intrado Comm's End-Users</u> is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a</p>	<p>Embarq does not agree to make the changes requested by Intrado based on the definition of end users proposed by Intrado. (See the discussion above regarding the proposed definition.)</p> <p>The section in question is in regards to non-251 services.</p>	Not Applicable

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		call in progress. INTRADO COMM will not capture, cache, or store any information contained in a CNAM response.		
69.1.2	Not raised in negotiation	The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from INTRADO COMM's switch. Use of Embarq's Toll Free Database by <del>INTRADO COMM and its customers</del> <u>Intrado Comm and its End-Users</u> is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.	Embarq does not agree to make the changes requested by Intrado based on the definition of end users proposed by Intrado. (See the discussion above regarding the proposed definition.)  The section in question is in regards to non-251 services.	Not Applicable
72.6.1	Not raised in negotiation	For resale services, other than for a INTRADO COMM order to convert "as is" a INTRADO COMM <del>subscriber</del> <u>End-User</u> , Embarq shall not disconnect any <del>subscriber</del> <u>End-User</u> service or existing features at any time during the migration of that <del>subscriber</del> <u>End-User</u> to INTRADO COMM service without prior INTRADO COMM agreement.  For services provided through UNEs, Embarq shall recognize INTRADO COMM as an agent, in accordance with OBF developed processes, for the <del>subscriber</del> <u>End-User</u> in coordinating the	Embarq does not agree to make the changes requested by Intrado based on the definition of end users proposed by Intrado. (See the discussion above regarding the proposed definition.)  The section addresses business processes for ordering services, including resold retail telecommunications services and do not apply to services sold to carriers, such as access.	Embarq suspects that this has to do with Intrado's desire to use network elements for Scenario 3. See the discussion above on the different scenarios.

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		<p>disconnection of services provided by another INTRADO COMM or Embarq. In addition, Embarq and INTRADO COMM will work cooperatively to minimize service interruptions during the conversion.</p> <p>For <del>subscriber</del> <u>End-User</u> conversions requiring coordinated cut-over activities, on a per order basis, Embarq, to the extent resources are readily available, and INTRADO COMM will agree on a scheduled conversion time, which will be a designated time period within a designated date.</p> <p>A general Letter of Agency (LOA) initiated by INTRADO COMM or Embarq will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the <del>end-user</del> <u>End-User</u> will not be required to process a PLC or PIC change ordered by INTRADO COMM or Embarq. INTRADO COMM and Embarq agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a <del>subscriber</del> <u>End-User</u> complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party</p>		
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		shall be liable to pay and shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber's local service with the original local carrier.		
72.12.1	Not raised in negotiation	<p>to assign telephone number(s) (if the subscriber <u>End-User</u> does not already have a telephone number or requests a change of telephone number) at Parity.</p> <p>To access Embarq subscriber <u>End-User</u> information systems which will allow INTRADO COMM to determine if a service call is needed to install the line or service at Parity.</p>	<p>Embarq does not agree to make the changes requested by Intrado based on the definition of end users proposed by Intrado. (See the discussion above regarding the proposed definition.)</p> <p>The section addresses business processes for ordering services, including resold retail telecommunications services, via Embarq's CLEC ordering interface, and do not apply to services sold to carriers, such as access.</p>	Embarq suspects that this has to do with Intrado's desire to use network elements for Scenario 3. See the discussion above on the different scenarios.
72.14	Not raised in negotiation	<u>Intrado Comm Ordering Processes</u>	<p>Embarq does not agree to include these terms in a 251(c) agreement. The terms should be negotiated in a commercial agreement.</p> <p>As a matter of fact, if Embarq does indeed need to order services from Intrado it will do so via the appropriate systems and processes.</p>	Scenario 3
72.14.1	Not raised in negotiation	<u>Where Embarq is ordering interconnection to Intrado Comm's Intelligent Emergency Network™, Embarq will follow Intrado Comm's Intrado ordering processes as posted on the Intrado Comm website.</u>	<p>Embarq does not agree to include these terms in a 251(c) agreement. The terms should be negotiated in a commercial agreement.</p> <p>As a matter of fact, if Embarq does indeed need to order services from Intrado it will do so via the appropriate systems and processes.</p>	Scenario 3

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73.7.1	Not raised in negotiation	Product/Service Specific. Embarq shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support the Special Features Star Services if these features are part of Embarq's offering and are provided for Embarq's subscribers <u>End-Users</u> on a per usage basis.	Embarq will not agree to make the changes requested by Intrado based on the definition of end users proposed by Intrado. (See the discussion above regarding the proposed definition.)  The section addresses business processes for exchanging message recording records for billing end users for toll charges. It is not applicable to the provision of 911 services.	Not Applicable
74.15	Not raised in negotiation	<u>Embarq shall make available a 7x24 number for Intrado Comm's use in obtaining and/or validating caller information and performance of call traces for in-progress emergency calls if required.</u>	Embarq fulfills its CALEA obligation to Law Enforcement Agencies ("LEA") for conducting call traces and is unaware that Intrado is a LEA or can insert itself in the middle of that process. Embarq does not provide CPNI to other carriers on this basis.	Not Applicable
75.1.1	Not raised in negotiation	<del>The services described in Section 75 only apply shall be available to the INTRADO COMM both Parties under this Agreement (i) when Embarq either Party is providing the service to itself, or (ii) in areas where Embarq either Party is providing such service to Embarq's end-user subscribers, and (iii) subject to the limitations specified herein. To the extent that Embarq does not provide the services described in this Section 74 to itself, or the requested service is not available to Embarq's end-user subscribers in such areas, INTRADO COMM must secure any desired services under a separate commercial agreement with Embarq or another provider. its End-Users.</del>	Embarq does not agree to the changes requested by Intrado. Section 75 includes the terms and conditions for providing 911 and E911 for Scenario 1 and where CLECs are reselling Embarq's retail telecommunications services. Section 75 also includes the terms and conditions for providing directory listings and directory assistance. There is no reason for making all of these requirements reciprocal and to the extent Embarq seeks interconnection with Intrado under Scenario 3 that should be done via a commercial agreement.  Further, Embarq will not agree to make the changes regarding the use of the term end user based on the definition of end users proposed by Intrado. (See the discussion above regarding the proposed	This should only apply to Scenario 1 but Intrado seeks to expand it to include Scenario 3.

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			definition.)	
75.2.2	Not raised in negotiation	Basic 911 and E911 functions shall <u>only will</u> be provided to INTRADO COMM for resale <u>services</u> , and shall be at Parity with the support and services that Embarq provides to its subscribers <u>End-Users</u> for such similar functionality.	Embarq does not agree to make the changes requested by Intrado based on the definition of end users proposed by Intrado. (See the discussion above regarding the proposed definition.)  This section of the ICA simply states that when a CLEC resells Embarq's retail telecommunications services (services not sold to carriers such as access services) it will provide comparable 911 calling capabilities.	Not applicable.
75.2.3	Not raised in negotiation	In government jurisdictions where Embarq has obligations under existing agreements as the primary provider of the 911 System to the county (Host Embarq), INTRADO COMM shall participate in the provision of the 911 System in accordance with <u>applicable tariffs, or if no tariff is applicable, then pursuant to a separate commercial agreement with Embarq. this Agreement.</u>	Embarq does not agree to the changes proposed by Intrado. As stated above, in Scenario 1, if Intrado needs to secure transmission facilities from Embarq in order to provision 911 trunks to Embarq's router those facilities are purchased from the Embarq access tariff. This is consistent with how Embarq provides such transmission facilities to other CLECs.	Scenario 1
75.2.4	Not raised in negotiation	<u>In government jurisdictions where Intrado Comm has obligations under existing agreements as the primary provider of the 911 system to the county (Host Intrado Comm), Embarq shall participate in the provision of the 911 system in accordance with this Agreement.</u>	Embarq does not agree to include terms for Scenario 3 in a 251(c) ICA. The terms and conditions should be negotiated in a commercial agreement.	Scenario 3
75.2.5	Not raised in negotiation	If a third party is the primary provider of the 911 System to a government agency, system to a E911 Authority, the Parties INTRADO COMM shall	Embarq does not agree to include terms for Scenario 3 in a 251(c) ICA. The terms and conditions should be negotiated in a commercial agreement.	This does not apply to any of the three scenarios since it has to do with the

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		negotiate separately with such third party with regard to the provision of 911 <u>Service to the agency E911 Authority</u> . All relations between such third party and <del>INTRADO COMM</del> <u>the Parties</u> are totally separate from this Agreement and <del>Embarq</del> <u>neither Party</u> makes no representations on behalf of the third party.	Embarq agrees that neither party has an obligation to insert itself in a negotiation between the other party and another party.	relationship between Intrado and a third party Wireline E911 Network provider – not Embarq.
75.2.6 (a)	Not raised in negotiation	<del>The</del> <u>Where Embarq has been designated as the primary E911 Service provider by the E911 Authority, the ALI database shall be managed by Embarq, but is the property of Embarq and INTRADO COMM for those records provided by INTRADO COMM. Where Intrado Comm has been designated as the primary E911 Service provider by the E911 Service provider by the E911 Authority the ALI database shall be managed by Intrado Comm.</u>	Embarq does not agree to include terms for Scenario 2 or Scenario 3 in a 251(c) ICA. The terms and conditions should be negotiated in a commercial agreement.  It is interesting to note that in the terms added by Intrado it does not recognize that the ALI records for Embarq's customers that are included in Intrado's ALI database are not property of Embarq. The ALI information is CPNI and Intrado cannot share that with any other carrier.	The terms proposed by Intrado seek to incorporate Scenarios 2 and 3, which should be negotiated in a commercial agreement.
75.2.6 (b)	Not raised in negotiation	<del>To</del> <u>Where Embarq manages the Selective Router and/or ALI database and to the extent allowed by the governmental agency, E911 Authority and where available, copies of the SIG MSAG shall be provided by Embarq within three (3) Business Days from the time requested and provided on diskette, or in a format suitable for use with desktop computers. disk (or other mutually agreed medium), in a format compliant with mutually agreed NENA standards. Where Intrado Comm manages the Selective Router and/or ALI data, Intrado Comm shall provide an initial MSAG load and daily</u>	Embarq does not agree to include terms for Scenario 3 in a 251(c) ICA. The terms and conditions should be negotiated in a commercial agreement.  Embarq will agree to replace the reference to SIG with MSAG; however, Embarq will note that NENA standards state that Embarq's obligation is to provide the "MSAG or similar equivalent". (See NENA Standards-06-001 at 2.6.)  Embarq cannot commit to the 3 business day requirement for MSAG downloads at this time. The timing should be negotiable in that the MSAG may not change that often.	The terms are intended to address Scenario 1. The changes proposed by Intrado seek to incorporate Scenario 3, which should be negotiated in a commercial agreement.

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		<u>updates to Embarq for use in submitting MSAG valid End-User record information to the Intrado Comm 911 database system. It shall be the responsibility of Embarq to accept and maintain the daily updates from Intrado Comm.</u>		
75.2.6 (c)	Not raised in negotiation	<u>INTRADO COMM shall be solely responsible for providing INTRADO COMM database records to Embarq for inclusion in Embarq's Selective Router and/or ALI database on a timely basis. Embarq shall be solely responsible for providing Embarq database records to Intrado Comm for inclusion in Intrado Comm's Selective Router and/or ALI database on a timely basis.</u>	Embarq does not agree to include terms for Scenario 3 in a 251(c) ICA. The terms and conditions should be negotiated in a commercial agreement.  Embarq agrees that both parties are responsible for providing the ALI records for end users (as defined by NENA). NENA standards include the timing for updates to ALI records and Embarq meets those requirements.	The terms are intended to address Scenario 1. The changes proposed by Intrado seek to incorporate Scenario 3, which should be negotiated in a commercial agreement.
75.2.6 (d)	Not raised in negotiation	<u>Embarq and INTRADO COMM shall arrange for the automated input and periodic updating of the E911 database information related to Embarq and INTRADO COMM End Users. Embarq and Intrado Comm shall work cooperatively with INTRADO COMM to ensure the accuracy of the data transfer by verifying it against the SIG MSAG. Embarq shall accept and submit electronically transmitted files that conform to NENA Version #2 format.</u>	Embarq does not agree to include terms for Scenario 3 in a 251(c) ICA. The terms and conditions should be negotiated in a commercial agreement.  Embarq cannot agree to the definition of end users proposed by Intrado. (See the discussion above on the end user definition.)	The terms are intended to address Scenario 1. The changes proposed by Intrado seek to incorporate Scenario 3, which should be negotiated in a commercial agreement.
75.2.6 (e)	Not raised in negotiation	<u>INTRADO COMM and Embarq shall assign an E911 database coordinator charged with the responsibility of forwarding INTRADO COMM end user ALI record information to Embarq End-User SOI to the appropriate E911 ALI database management provider or via a third-party entity, charged with</u>	Embarq does not agree to include terms for Scenario 3 in a 251(c) ICA. The terms and conditions should be negotiated in a commercial agreement.  Embarq agrees that the end user (as defined by NENA) service provider has the obligation to provide SOI records	The terms are intended to address Scenario 1. The changes proposed by Intrado seek to incorporate Scenario 3, which should be negotiated in a

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		<p>the responsibility of ALL <u>SOI</u> record transfer. <del>INTRADO COMM assumes</del> <u>The Parties assume</u> all responsibility for the accuracy of the data that <del>INTRADO COMM</del> <u>each</u> provides to <del>Embarq</del> <u>the appropriate E911 database management provider.</u></p>	<p>appropriately. Embarq agrees that an end user (as defined by NENA) service provider can use a third party such as Intrado to perform that service.</p> <p>Embarq cannot agree to the definition of end users proposed by Intrado. (See the discussion above on the end user definition.)</p>	<p>commercial agreement.</p>
<p>75.2.6 (f)</p>	<p>Not raised in negotiation</p>	<p><del>INTRADO COMM</del> <u>The Parties shall</u> provide information on new subscribers to <del>Embarq</del> <u>End-Users to the appropriate E911 database management provider</u> within one (1) business day of the order completion. <del>Embarq</del> <u>The designated E911 Services provider shall</u> update the database within two (2) Business Days of receiving the data from <del>INTRADO COMM</del>. <u>If Embarq detects an error in the INTRADO COMM the other Party. If errors are detected in the submitting Party's provided data, the data shall be returned to INTRADO COMM the submitting Party within two (2) Business Days from when it was provided to Embarq. INTRADO COMM received by the designated E911 Services provider. The submitting Party shall respond to requests from Embarq the designated E911 Services provider to make corrections to database record errors by uploading corrected SOI records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly.</u></p>	<p>Embarq does not agree to include terms for Scenario 3 in a 251(c) ICA. The terms and conditions should be negotiated in a commercial agreement.</p> <p>The timing is consistent with NENA standards, which I'm sure both parties are committed to meeting.</p>	<p>The terms are intended to address Scenario 1. The changes proposed by Intrado seek to incorporate Scenario 3, which should be negotiated in a commercial agreement.</p>

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75.2.6 (g)	Not raised in negotiation	<p><u>Embarq The designated E911 Service provider agrees to treat all End-User data on INTRADO-COMM subscribers provided under this Agreement as confidential and to use End-User data on INTRADO-COMM subscribers only for the purpose of providing E911 emergency communications services.</u></p>	<p>Embarq does not agree to include terms for Scenario 3 in a 251(c) ICA. The terms and conditions should be negotiated in a commercial agreement.</p> <p>Embarq cannot agree to the definition of end users proposed by Intrado. (See the discussion above on the end user definition.)</p> <p>Embarq is fully aware of the confidential nature of ALI information and complies.</p>	<p>The terms are intended to address Scenario 1. The changes proposed by Intrado seek to incorporate Scenario 3, which should be negotiated in a commercial agreement.</p>
75.2.6 (h)	Raised in negotiation	<p><u>Parties shall load and update pANI steering tables in the Embarq and Intrado Comm ALI Database to support PSAP to PSAP call transfer with ALI data for wireless and VoIP calls.</u></p>	<p>Embarq does not agree to include terms for Scenario 2 in a 251(c) ICA. The terms and conditions should be negotiated in a commercial agreement.</p> <p>Embarq currently does this today via a commercial agreement with Intrado.</p>	<p>Scenario 2 which should be negotiated via a commercial agreement.</p>
75.2.6 (i)	Not raised in negotiation	<p><u>Embarq and Intrado Comm shall employ PAM as the protocol for interoperability between the ALI systems for ALI retrieval from each Party's ALI database when no record found AI steering conditions occur.</u></p>	<p>Embarq does not agree to include terms for Scenario 2 in a 251(c) ICA. The terms and conditions should be negotiated in a commercial agreement.</p> <p>Embarq cannot agree to a blanket agreement to use PAM (see discussion above at 1.89).</p> <p>PAM is not the only protocol used for ALI steering. Embarq employs Telecommunications Industry Association (TIA) Emergency Services Protocol over the E2 interface and does not have PAM deployed in its network. Intrado is well aware of E2+ interface.</p> <p>Embarq's ALI system would require additional code and licensing to support</p>	<p>Scenario 2</p>

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			<p>PAM protocol and Wire line Steering.</p> <p>Embarq does not have an obligation to bear the cost of implementing this request. Even if such connectivity qualified as a §251(c)(2) arrangement, Embarq is not required to incur any costs to provision the connection. Carriers that request technically feasible but expensive §251(c)(2) interconnections must pay for such modifications. (See First Report and Order CC 96-98, ¶199)</p>	
75.3	Not raised in negotiation	<p>These requirements pertain to Embarq's Listings Service Request process that enables INTRADO COMM to (a) submit INTRADO COMM subscriber <u>End User</u> information for inclusion in Directory Listings databases; (b) submit INTRADO COMM subscriber <u>End User</u> information for inclusion in published directories; and (c) provide INTRADO COMM subscriber <u>End User</u> delivery address information to enable Embarq to fulfill directory distribution obligations.</p>	<p>Embarq does not agree to the changes requested by Intrado. Section 75.3 includes the terms and conditions for providing directory listings, not 911/E911 services.</p> <p>Further, Embarq will not agree to make the changes regarding the use of the term end user based on the definition of end users proposed by Intrado. (See the discussion above regarding the proposed definition at §1.54 and elsewhere.)</p>	Not Applicable
75.3.3	Not raised in negotiation	<p>Migrate with no Changes. Retain all white page listings for the subscriber <u>End User</u> in both DA and DL. Transfer ownership and billing for white page listings to INTRADO COMM.</p> <p>Migrate with Additions. Retain all white page listings for the subscriber <u>End User</u> in DL. Incorporate the specified</p>	<p>See discussion related to definition of End User at §1.54 and elsewhere.</p>	

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		<p>additional listings order. Transfer ownership and billing for the white page listings to INTRADO COMM.</p> <p>Migrate with Deletions. Retain all white page listings for the subscriber <u>End User</u> in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to INTRADO COMM.</p>		
75.3.4	Not raised in negotiation	<p>Embarq shall update and maintain directory listings information to reflect which of the following categories INTRADO COMM subscribers <u>End Users</u> fall into:</p>	See discussion related to definition of End User at §1.54 and elsewhere.	
75.3.5	Not raised in negotiation	<p>Based on changes submitted by INTRADO COMM, Embarq shall update and maintain directory listings data for INTRADO COMM subscribers <u>End Users</u> who:</p>	See discussion related to definition of End User at §1.54 and elsewhere.	
75.3.6	Not raised in negotiation	<p>The charge for storage of INTRADO COMM subscribers <u>End Users</u> information in the DL systems is included in the rates where INTRADO COMM is buying UNE Loops or resold services with respect to specific addresses. INTRADO COMMs that are not buying UNE Loops or resold services shall pay for such storage services at the rate reflected on Table One.</p>	See discussion related to definition of End User at §1.54 and elsewhere.	
75.3.8	Not raised in negotiation	<p>INTRADO COMM acknowledges that for a INTRADO COMM subscriber's <u>End User's</u> name to appear in a directory, INTRADO COMM must submit a Directory Service Request (DSR).</p>	See discussion related to definition of End User at §1.54 and elsewhere.	

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75.3.10	Not raised in negotiation	<p>Embarq shall include in its master subscriber <u>End User</u> system database all white pages listing information for INTRADO COMM subscribers whose information was properly submitted a DSR.</p> <p>One basic White pages listing for each INTRADO COMM customer <u>End User</u> is included in the rates where INTRADO COMM is buying UNE Loops or resold services at a specific address and additional listings for a specific address shall be provided at the rates reflected on Table 1. If INTRADO COMM requests a listing for an address where INTRADO COMM is not buying UNE Loops or resold services, INTRADO COMM shall pay for all requested listings for such address at the rate reflected on Table One. A basic White Pages listing is defined as a customer name, address and either the INTRADO COMM assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of INTRADO COMM customers <u>End Users</u> will be interfiled with listings of Embarq and other LEC customers.</p> <p>INTRADO COMM agrees to provide customer listing information for INTRADO COMM's subscriber <u>End User</u>, including without limitation directory distribution information, to</p>	See discussion related to definition of End User at §1.54 and elsewhere.	

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		<p>Embarq, at no charge. Embarq will provide INTRADO COMM with the appropriate format for provision of INTRADO COMM customer listing information to Embarq. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.</p> <p>INTRADO COMM <del>customer</del> listing information will be used solely for the provision of directory services, including the sale of directory advertising to INTRADO COMM <del>customer</del> <u>End User</u>.</p> <p>In addition to a basic White Pages listing, Embarq will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for INTRADO COMM to offer for resale to INTRADO COMM's <del>customers</del> <u>End Users</u>.</p> <p>Embarq, or its directory publisher, will provide White Pages distribution services to INTRADO COMM <del>customers</del> <u>End Users</u>, in areas where Embarq is providing such service to Embarq's end-user subscribers, at no additional charge to INTRADO COMM at times of regularly scheduled distribution to all <del>customers</del> <u>End Users</u>. Embarq represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Embarq and to other INTRADO COMM</p>		
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		<p>customers <u>End Users</u>.</p> <p>Embarq will accord INTRADO COMM customer listing information the same level of confidentiality that Embarq accords its own proprietary customer listing information. Embarq shall ensure that access to INTRADO COMM customer proprietary listing information will be limited solely to those of Embarq and Embarq's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Embarq will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a INTRADO COMM that contains customer <u>End User</u> listings of both Embarq and INTRADO COMM will not be deemed a violation of this confidentiality provision.</p> <p>Embarq will provide INTRADO COMM's customer <u>End User</u> listing information to any third party to the extent required by Applicable Rules.</p>		
75.4.2	Not raised in negotiation	Embarq will request that its publisher make available to INTRADO COMM the provision of a basic Yellow Pages listing to INTRADO COMM customers located within the geographic scope of publisher's Yellow Pages directories	Embarq does not agree to the changes requested by Intrado. Section 75.4 includes the terms and conditions for providing other directory listing services, such as directory advertising, not 911/E911 services.	Not Applicable

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		and distribution of Yellow Pages directories to INTRADO COMM customers <u>End Users</u> .	Further, Embarq will not agree to make the changes regarding the use of the term end user based on the definition of end users proposed by Intrado. (See the discussion above regarding the proposed definition.)	
75.4.3	Not raised in negotiation	Embarq will request that its publisher make directory advertising available to INTRADO COMM customers <u>End Users</u> on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Embarq and other INTRADO COMM—customers <u>End Users</u> . Directory advertising will be billed to INTRADO COMM customers <u>End Users</u> by directory publisher.	See discussion related to definition of End User at §1.54 and elsewhere.	
75.4.4	Not raised in negotiation	Embarq will request that its publisher use commercially reasonable efforts to ensure that directory advertising purchased by customers <u>End Users</u> who switch their service to INTRADO COMM is maintained without interruption.	See discussion related to definition of End User at §1.54 and elsewhere.	
Section 75.5.1	Not raised in negotiation	Directory Assistance Data consists of information within residential, business, and government subscriber <u>End User</u> records that can be used to create and maintain databases for the provision of live or automated operator assisted Directory Assistance.	Embarq does not agree to the changes requested by Intrado. Section 75.5 includes the terms and conditions for providing Directory Assistance services, not 911/E911 services.  Further, Embarq will not agree to make the changes regarding the use of the term end user based on the definition of end users proposed by Intrado. (See the discussion above regarding the proposed definition.)	Not Applicable

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75.5.2	Not raised in negotiation	<p>Under a separate agreement, Embarq will provide INTRADO COMM with unbundled and non-discriminatory access to the residential, business and government <del>subscriber</del> <u>End User</u> records for the purpose of obtaining Directory Assistance Data that is needed to enable telephone exchange INTRADO COMMs to swiftly and accurately respond to requests by end-users for directory information, including, but not limited to name, address and phone numbers. The separate agreement shall provide for each of the following:</p> <p><u>Subscriber End User</u> records. INTRADO COMM shall have access to the same subscriber record information that Embarq used to create and maintain its databases for the provision of live or automated operator assisted Directory Assistance.</p> <p>Data Transfer. Embarq shall provide to INTRADO COMM, at INTRADO COMM's request, all published Subscriber List Information (including such information that resides in Embarq's master <del>subscriber</del> <u>End User</u> system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Embarq provides</p>	See discussion related to definition of End User at §1.54 and elsewhere.	

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		Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to INTRADO COMM pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber <u>End User</u> whether the subscriber <u>End User</u> is classified as residence or business class of service.		
78.6	Not raised in negotiation	If it becomes necessary in Embarq's reasonable judgment, and there are no other reasonable alternatives available, Embarq shall have the right, for good cause shown, and upon thirty (30) Days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Embarq-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Embarq's tariffs to provide Telecommunications Services to its <del>end-user customers</del> <u>End-Users</u> . In such cases, Embarq will reimburse INTRADO COMM for reasonable direct costs and expenses in connection with such reclamation.	See discussion related to definition of End User at §1.54 and elsewhere.	
80.1	Not raised in negotiation	<del>Embarq will designate the point of demarcation, unless otherwise mutually agreed to by the Parties, in or adjacent to its Collocation Space.</del> At INTRADO COMM's request, Embarq will identify the location(s) of other possible demarcation points available to INTRADO COMM, and INTRADO COMM will designate from these location(s) the point(s) of demarcation	Embarq does not agree to strike the terms as proposed by Intrado. The terms that are stricken simply state that if the parties cannot mutually agree to a point of demarcation within Embarq's central office Embarq has the right to select the point of demarcation.  This position is reasonable given that the connection takes place within Embarq's	Embarq suspects that this has to do with Intrado's desire to use network elements for Scenario 3. See the discussion above on the different scenarios.

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		<p>between its collocated equipment and Embarq's equipment. Embarq will use its best efforts to identify the closest demarcation point to INTRADO COMM's equipment that is available.</p>	<p>central office and Embarq must maintain control of its facilities in order ensure network integrity and security.</p> <p>The terms and conditions do not prevent Intrado from seeking optional points of demarcation and in fact obligate Embarq to provide choices.</p> <p>The FCC regulations for collocation in Title 47 §51.323 do not give Intrado the rights that it is demanding but give the ILEC the right to designate the point of demarcation. Embarq's terms and conditions are consistent with the regulations (see Title 47 §51.323(d)(1) below).</p> <p>(d) When an incumbent LEC provides physical collocation, virtual collocation, or both, the incumbent LEC shall:</p> <p>(1) Provide an interconnection point or points, physically accessible by both the incumbent LEC and the collocating telecommunications carrier, at which the fiber optic cable carrying an interconnector's circuits can enter the incumbent LEC's premises, provided that <b>the incumbent LEC shall designate</b> interconnection points as close as reasonably possible to its premises;</p>	
93.1	Not raised in negotiation	<p><del>INTRADO COMM shall indemnify and hold Embarq harmless from any and all claims arising from:</del>  <del>INTRADO COMM's use of the Collocation Space;</del>  <del>the conduct of INTRADO COMM's business or from any activity, work or</del></p>	Embarq is okay with this deletion.	

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		<p><del>things done, permitted or suffered by INTRADO COMM in or about the Collocation Space or elsewhere;</del>  <del>any and all claims arising from any breach or default in the performance of any obligation on INTRADO COMM's part to be performed under the terms of this Agreement; and</del>  <del>any negligence of the INTRADO COMM, or any of INTRADO COMM's agents, and fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.</del></p>		
93.2	Not raised in negotiation	<p><del>If any action or proceeding is brought against Embarq by reason of any such claim, INTRADO COMM, upon notice from Embarq, shall defend same at INTRADO COMM's expense employing counsel satisfactory to Embarq.</del></p>	Embarq is okay with this deletion.	
93.3	Not raised in negotiation	<p><del>INTRADO COMM shall at all times indemnify, defend, save and hold harmless Embarq from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of INTRADO COMM, or out of any work performed, material furnished, or obligations incurred by INTRADO COMM in, upon or otherwise in connection with the Collocation Space. INTRADO COMM shall give Embarq written notice at least ten (10) Business Days prior to the commencement of any such work on the Collocation Space in order to afford Embarq the</del></p>	Embarq does not agree to this deletion. It is not duplicative of the indemnification in the General Terms and Conditions due to the specific nature of collocation.	

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		<p><del>opportunity of filing appropriate notices of non-responsibility. However, failure by Embarq to give notice does not reduce INTRADO COMM's liability under this Section.</del></p> <p><del>If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, INTRADO COMM shall give Embarq written notice thereof as soon as INTRADO COMM obtains such knowledge.</del></p> <p><del>INTRADO COMM shall, at its expense, within thirty (30) Days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent Embarq, at the cost and for the account of INTRADO COMM, from obtaining such discharge and release if INTRADO COMM fails or refuses to do the same within the thirty-day period.</del></p> <p><del>If INTRADO COMM has first discharged the lien as provided by law, INTRADO COMM may, at INTRADO COMM's expense, contest any mechanic's lien in any manner permitted by law.</del></p>		
98.1	Not raised in negotiation	<p><del>INTRADO COMM warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Embarq from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by</del></p>	<p>Embarq does not agree to this deletion; however, Embarq will agree to the following:</p> <p><u>Intrado covenants to pay, hold harmless and indemnify Embarq from and against any and all cost, expense or liability for any compensation, commissions and</u></p>	

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		any broker or agent with respect to this Agreement or the negotiation thereof.	<u>charges claimed by any broker or agent for Intrado with respect to this Agreement or the negotiation thereof.</u>	
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