

EXHIBIT C

**EXHIBIT C TO EMBARQ’S ANSWER TO THE PETITION
OF INTRADO COMMUNICATIONS OF VIRGINIA INC.**

Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of the Petition)
of Intrado Communications of Virginia Inc. for Arbitration)
Pursuant to Section 252(b) of the Communications Act) WC Docket No. 08-33
of 1934, as amended, to Establish an Interconnection)
Agreement with Central Telephone Company of Virginia)
and United Telephone Southeast LLC)
(collectively, “Embarq”))

EMBARQ RESOLVED ISSUES MATRIX

INTRADO COMMUNICATIONS INC. AND EMBARQ

RESOLVED ISSUES

(NOTE: Applicability of 251(c) remains a disputed issue for some contract language shown on this matrix)

Issue	ICA Section Reference	Resolution of Issue
Whether Embarq can include language on the cover page of the agreement limiting Intrado's rights.	Cover page	This issue is RESOLVED . Intrado sought to delete this language as reflected in the Intrado Proposed Interconnection Agreement (Attachment 1 to Intrado Petition for Arbitration). Embarq has indicated that this language is not included as part of the Parties' executed interconnection agreement.
Whether the Whereas clauses should be consistent with the services to be offered by the Parties and the Parties' obligations under the interconnection agreement.	Whereas 1 Whereas 2 Whereas 3	This issue is RESOLVED . Embarq has accepted the language proposed by Intrado as set forth in the Intrado Proposed Interconnection Agreement (Attachment 1 to Intrado's Petition for Arbitration).
911 Service or 9-1-1 Service	1.2	This issue is RESOLVED . Embarq has accepted the language proposed by Intrado as set forth in the Intrado Proposed Interconnection Agreement (Attachment 1 to Intrado's Petition for Arbitration).
ALI/DMS	1.9	This issue is RESOLVED . Intrado has accepted Embarq's proposed language to reference the NENA Glossary: "Database Management System (DBMS)" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for E911 systems, as defined in the NENA Glossary, which may be modified from time-to-time.
Central Office Switch	1.19	This issue is RESOLVED . The Parties have agreed to the following language: 1.19 "Central Office Switches" - are switching facilities within the public switched telecommunications network and switching facilities connected to the public switched telecommunications network for the provision of E-911/911 emergency calling, including, but not limited to: . . .
Tandem Switches	1.19.2	This issue is RESOLVED . The Parties have agreed to the following language: 1.19.2 "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
Selective Router or SR or E911 Tandem Switch	1.19.4 (new) 1.106 (old)	This issue is RESOLVED . The Parties have agreed to the following language: 1.19.4 "Selective Router" or "SR" or "E911 Tandem Switch" means the Central Office Switch that provides the tandem switching of 911 calls. It controls delivery of the voice call with ANI to the PSAP and provides Selective Routing, Speed Calling, Selective Transfer, Fixed Transfer, and certain maintenance functions for each PSAP. Also known as 9-1-1 Selective Routing Tandem or Enhanced 9-1-1 Control Office.

INTRADO COMMUNICATIONS INC. AND EMBARQ

RESOLVED ISSUES

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Issue	ICA Section Reference	Resolution of Issue
Common Transport	1.28	This issue is RESOLVED . The Parties have agreed to the following language: “Common Transport” provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches. Common Transport is shared between multiple customers and is required to be switched at the Tandem Switch.
E911 Authority	1.46	This issue is RESOLVED . Intrado has accepted Embarq’s proposed language to reference the NENA Glossary: “E911 Authority ” or “911 Administrator” means the administrative jurisdiction of a particular 911 system, as defined in the NENA Glossary, which may be modified from time-to-time. This could be a county/parish or city government, a special 911 or emergency communications district, a council of governments, an individual PSAP or other similar body.
Emergency Service Number (ESN)	1.50	This issue is RESOLVED . Intrado has accepted Embarq’s proposed language to reference the NENA Glossary: “Emergency Service Number (ESN) means a 3 to 5 digit number that represents one or more Emergency Service Zones (ESZs), as defined in the NENA Glossary, which may be modified from time-to-time. An ESN is defined as one of two types: administrative ESN and routing ESN.
Enhanced 911 Service	1.55	This issue is RESOLVED . Embarq has accepted Intrado’s proposal to use the NENA definition, as follows: “An emergency telephone system which includes network switching, data base and CPE elements capable of providing selective routing, selective transfer, fixed transfer, caller routing and location information, and ALI.”
Whether the interconnection agreement should contain a definition for “Internet Protocol” and what definition should be used.	1.68	This issue is RESOLVED . Embarq has accepted the language proposed by Intrado as set forth in the Intrado Proposed Interconnection Agreement (Attachment 1 to Intrado’s Petition for Arbitration).
Whether the term “MSAG” should be used instead of “SIG.”	1.76 1.111	This issue is RESOLVED . Intrado has accepted Embarq’s proposed language to reference the NENA Glossary for MSAG and make SIG specific to Embarq: “Master Street Address Guide” means a data base of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of 911 calls, as defined in the NENA Glossary, which may be modified from time-to-time. “Street Index Guide” or “SIG” is an Embarq database defining the geographic area of an E911 Service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and Emergency Service Numbers provided by the counties or their agents to Embarq.

INTRADO COMMUNICATIONS INC. AND EMBARQ

RESOLVED ISSUES

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Definition of "NENA Company Identifier"	1.81	This issue is RESOLVED . Intrado has accepted Embarq's proposed language to reference the NENA Glossary: "NENA Company Identifier" or "NENA Company ID" is a 3-5 character identifier that distinguishes the entity providing voice service (e.g., wireline, wireless, VoIP, PBX, etc.) to the end user, as defined in the NENA Glossary, which may be modified from time-to-time. The company identifier registry is maintained by NENA in a nationally accessible data base, as defined in the NENA Glossary, which may be modified from time-to-time.
Definition of "PAM Interface Protocol"	1.89	This issue is RESOLVED . Embarq has accepted the language proposed by Intrado as set forth in the Intrado Proposed Interconnection Agreement (Attachment 1 to Intrado's Petition for Arbitration).
Definition of "Pseudo-ANI"	1.100	This issue is RESOLVED . Intrado has accepted Embarq's proposed language as follows: "Pseudo-ANI" or "pANI" means a number, consisting of the same number of digits as ANI, that is not a North American Numbering Plan telephone directory number and may be used in place of an ANI to convey special meaning. The special meaning assigned to the Pseudo-ANI is determined by agreements, as necessary, between the system originating the call, intermediate systems handling and routing the call, and the destination system.
Definition of "PSAP"	1.101	This issue is RESOLVED . Intrado has accepted Embarq's proposed language as follows: "Public Safety Answering Point" or "PSAP" is a point that has been designated to receive 911 calls and route them to emergency service personnel.
Definition of "Service Order Information" or "SOI"	1.108	This issue is RESOLVED . Intrado has accepted Embarq's proposed language referencing the NENA Glossary: "Service Order Information" or "SOI" is a file of completed service order updates that is sent to the DBMS by all service providers, as defined in the NENA Glossary, which may be modified from time-to-time.
Definition of "Shell Records"	1.104	This issue is RESOLVED . Embarq has accepted Intrado's revised language as follows: "Shell Records" means those pre-provisioned Service Order Information ("SOI") type records used for Pseudo-ANI.
Tandem Office Switches, Tandem, and Tandem Switching	1.114	This issue is RESOLVED . The Parties have agreed to the following language: "Tandem Office Switches," "Tandem," and "Tandem Switching" describe Class 4 switches which are used to connect and switch trunk circuits between and among End Office Switches and other tandems.

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Whether the definition of “Technically Feasible” should refer to the FCC’s rules.	1.116	This issue is RESOLVED . Intrado has accepted Embarq’s proposed language as follows: “Technically Feasible” means interconnection, access to unbundled network elements, collocation, and other methods of achieving interconnection or access to unbundled network elements at a point in the network shall be deemed technically feasible absent technical or operational concerns that prevent the fulfillment of a request by a telecommunications carrier for such interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an ILEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is technically feasible. An ILEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the state commission by clear and convincing evidence that such interconnection, access, or methods would result in specific and significant adverse network reliability impacts.
Whether the interconnection agreement should contain a definition for “Voice over Internet Protocol” and what definition should be used.	1.127	This issue is RESOLVED . Intrado has accepted Embarq’s proposal to use the term “Interconnected Voice over Internet Protocol” or “VoIP.”
Emergency Service Zone (ESZ)	N/A	This issue is RESOLVED . The Parties have agreed to use the following definition in their interconnection agreement: “Emergency Service Zone” or “ESZ” is a geographical area that represents a unique combination of emergency service agencies (e.g., law enforcement, fire and emergency medical service) that are within a specified 911 governing authority’s jurisdiction, as defined in the NENA Glossary, which may be modified from time-to-time. An ESZ can be represented by an Emergency Service Number to identify the ESZ.
Definition of “Wireline E911 Network”	N/A	This issue is RESOLVED . Embarq has withdrawn its request to include the definition in the interconnection agreement.
What term should apply to the interconnection agreement.	5.1	This issue is RESOLVED . The Parties have agreed to the following language: This Agreement shall be deemed effective upon the Effective Date first stated above, and continue for a period of two years until [Enter End Date] (“End Date”), unless earlier terminated in accordance with this Section 5. This agreement shall become binding upon execution by the Parties. No order or request for services under this Agreement shall be processed before the Effective Date, except as otherwise agreed to in writing by the Parties. No order or request for services under this Agreement shall be processed before each Party has established a customer account with the other Party and has completed the Implementation Plan described in this Agreement.

INTRADO COMMUNICATIONS INC. AND EMBARQ

RESOLVED ISSUES

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Issue	ICA Section Reference	Resolution of Issue
<p><u>Intrado Issue Presented in Petition:</u> Whether Embarq may unilaterally dictate when Intrado initiates service by having the unilateral right to terminate the agreement.</p> <p><u>Embarq Issue Presented:</u> Whether the ICA may be terminated if Intrado does not exchange traffic or submit orders within 360 days of the Effective Date.</p>	5.3	<p>This issue is RESOLVED. The Parties have agreed to the following language: Either Party may terminate this Agreement upon thirty (30) Days notice if INTRADO COMM is not exchanging traffic with Embarq or has not submitted orders pursuant to this Agreement within three hundred sixty (360) Days of the Effective Date. In addition, the Parties reserve the right to terminate this Agreement immediately upon written notice from the other Party that it has ceased doing business in this state.</p>
<p>Whether Embarq must provide certain notices to Intrado when Embarq intends to sell its assets.</p>	5.5	<p>This issue is RESOLVED. Embarq has accepted Intrado's proposed language as set forth in the Intrado Proposed Interconnection Agreement (Attachment 1 to Intrado Petition for Arbitration).</p>
<p><u>Intrado Issue as Presented in Petition:</u> Whether Embarq may arbitrarily terminate its provision of critical services to Intrado after expiration of the agreement.</p> <p><u>Embarq Issue Presented:</u> Under what circumstances may the ICA be terminated following the expiration of its Term.</p>	6.2	<p>This issue is RESOLVED. The Parties have agreed to the following language: In the event that this Agreement expires under Section 5.1, INTRADO COMM has submitted a notice to commence negotiations under Section 6.1, and the Parties have not executed a successor agreement at the time of expiration, provided the Parties are actually in arbitration or mediation before the Commission or FCC under § 252 of the Act or the Parties have a written agreement to continue negotiations under § 252, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective End-Users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of the events under Sections 5.2, 5.4, and 5.5, services that had been available under this Agreement, were ordered prior to the End Date and are actually in service as of the End Date may continue uninterrupted after the End Date only until the earlier to occur of (i) the Parties execute a successor agreement, or (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration or mediation request, or (iii) the first anniversary of the End Date unless a Section 252 petition for arbitration is pending on the first anniversary of the End Date.</p>

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Issue	ICA Section Reference	Resolution of Issue
<p><u>Intrado Issue as Presented in Petition:</u> Whether Embarq may unilaterally dictate the terms and conditions on which it will provide services to Intrado after expiration of the agreement.</p> <p><u>Embarq Issue Presented:</u> Under what circumstances may the ICA be terminated following the expiration of its Term.</p>	6.3.2	This issue is RESOLVED . Intrado has accepted Embarq’s proposed language as follows: 6.3.2 An existing agreement between Embarq and another carrier adopted by INTRADO COMM for the remaining term of that agreement. If INTRADO COMM fails to designate an agreement under this subsection, then Embarq may designate such agreement if such failure continues for more than 30 days after written notice of such designation by Embarq.
Whether the interconnection agreement should include reciprocal language governing the billing, payment, and dispute resolution process for both Parties.	7.1, 7.3.3, 7.3.4, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, 25.3	This issue is RESOLVED . For these Sections 7.1, 7.3.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, and 25.3, Embarq has agreed to Intrado’s proposed language as set forth in the Intrado Proposed Interconnection Agreement (Attachment 1 to Intrado’s Petition for Arbitration). For 7.3.4, the Parties have agreed to the following language based on Intrado’s agreement to a deposit equal to three months: If non-disputed amounts remain delinquent ninety (90) Days after the bill date, either Party may terminate all services under this Agreement.
Whether the interconnection agreement should include reciprocal language governing the billing, payment, and dispute resolution process for both Parties.	7.2	This issue is RESOLVED . Intrado has withdrawn its proposed language.
Whether the language governing intellectual property rights should be reciprocal.	9.2 9.5 9.6	This issue is RESOLVED . Embarq has accepted the language proposed by Intrado as set forth in the Intrado Proposed Interconnection Agreement (Attachment 1 to Intrado’s Petition for Arbitration).

INTRADO COMMUNICATIONS INC. AND EMBARQ

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Whether the language governing limitation of liability should apply equally to both Parties.	10.2	This issue is RESOLVED . Embarq has accepted the language proposed by Intrado as set forth in the Intrado Proposed Interconnection Agreement (Attachment 1 to Intrado’s Petition for Arbitration).
Whether certain indemnification provisions should be qualified as only applying to Intrado’s use of physical collocation.	11.9 11.10 11.11 11.12 11.13	This issue is RESOLVED . For 11.10, 11.11, 11.12, and 11.13, Embarq has accepted Intrado’s proposed language as set forth in the Intrado Proposed Interconnection Agreement (Attachment 1 to Intrado Petition for Arbitration). For 11.9, the Parties have agreed to the following language: 11.9 If INTRADO COMM has physical collocations under this Agreement, INTRADO COMM shall also indemnify and hold Embarq harmless from any and all damage to tangible personal or real property and/or personal injuries arising from: 11.91. INTRADO COMM’s use of the Collocation Space to the extent caused by the negligence or willful misconduct or omission of INTRADO COMM; 11.9.2 the conduct of INTRADO COMM’s business or from any activity, work or things done, permitted or suffered by INTRADO COMM in or about the Collocation Space or elsewhere to the extent caused by the negligence or willful misconduct or omission of INTRADO COMM.
Whether Intrado’s liability to Embarq should be limited by the amounts of insurance Intrado carries.	12.7	This issue is RESOLVED . Intrado withdrew its proposal to delete the original language and Embarq accepted Intrado’s alternative proposal to make the initial language reciprocal, as follows: “Nothing in this Section shall limit either Party’s liability to the other Party to the limits of insurance certified or carried. “
Whether the insurance provisions of the interconnection agreement should be consistent with the certificate of insurance (“COI”) forms Intrado is required to complete.	12.9	This issue is RESOLVED . Embarq has accepted Intrado’s proposed language as set forth in the Intrado Proposed Interconnection Agreement (Attachment 1 to Intrado Petition for Arbitration).

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<p><u>Intrado Issue as Presented in Petition:</u> Whether Intrado is permitted to make network modifications to its network in the same manner as Embarq is permitted to.</p> <p><u>Embarq Issue Presented:</u> What are a carrier's obligations with respect to maintaining interoperability?</p>	54.5	This issue is RESOLVED . Intrado has withdrawn its proposed language.
<p><u>Petition:</u> What is the most efficient, cost-effective physical architecture arrangement to achieve the greatest benefit for consumers.</p> <p><u>Embarq Issue Presented:</u> What is the appropriate Point of Interconnection between the PSTN and the Wireline E911 Network?</p>	55.2.1(a)	<p>This issue is RESOLVED. Intrado has accepted Embarq's proposed language as follows:</p> <p>55.2.1(a) In geographic areas in which Embarq has been designated as the E911 Selective Routing provider, 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.</p>
	55.2.4	<p>55.2.4 When the Parties choose to interconnect at a mid-span meet, INTRADO COMM and Embarq will jointly provision the facilities that connect the two networks. Embarq will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. Embarq will provide fifty percent (50%) of the facilities or to its exchange boundary, whichever is less. The construction of new facilities for a mid-span meet is only applicable when traffic is roughly balanced. 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. <u>Mid-span meets shall not be available solely for 911 Service traffic.</u></p>

INTRADO COMMUNICATIONS INC. AND EMBARQ

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Issue	ICA Section Reference	Resolution of Issue
<p><u>Intrado Issue as Presented in Petition:</u> What is the most efficient, cost-effective physical architecture arrangement to achieve the greatest benefit for consumers.</p> <p><u>Embarq Issue Presented:</u> Technical Requirements for Interconnection</p>	<p>55.3.3(a) 55.3.3(b)</p>	<p>This issue is RESOLVED. Intrado has withdrawn its proposed language.</p>
<p><u>Intrado Issue as Presented in Petition:</u> What is the most efficient, cost-effective physical architecture arrangement to achieve the greatest benefit for consumers.</p> <p><u>Embarq Issue Presented:</u> Can a CLEC providing Wireline E-911 Services unilaterally dictate the interconnection arrangement and network configurations that other carriers (including ILECs) deploy to provide E-911 calling to the other carriers' end users and are such details subject to § 251(c)(2) of the Act?</p>	<p>55.4.3</p>	<p>This issue is RESOLVED. The Parties have agreed to the following language: The Parties shall deploy their networks in a geographically diverse and redundant manner to the extent required to maintain any government-mandated grade of service.</p>

INTRADO COMMUNICATIONS INC. AND EMBARQ

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Issue	ICA Section Reference	Resolution of Issue
<p><u>Intrado Issue as Presented in Petition:</u> What is the most efficient, cost-effective physical architecture arrangement to achieve the greatest benefit for consumers.</p> <p><u>Embarq Issue Presented:</u> Interconnection of Embarq's Network to Intrado Network</p>	55.4.4	This issue is RESOLVED . Intrado has withdrawn its proposed language
<p>Whether the Parties should implement inter-Selective Router Trunking to allow emergency calls to be transferred between Selective Routers and PSAPs connected to those Selective Routers while retaining the critical information associated with the emergency call.</p>	55.5.2	This issue is RESOLVED . The Parties have agreed to the following language: The Parties will work together to jointly engineer and establish technically feasible, efficient and mutually agreeable trunks from INTRADO COMM's E911 routing network for PSAP call transfers from INTRADO COMM subtending PSAPs to Embarq subtending PSAPs.
<p>Whether the Parties should implement inter-Selective Router Trunking to allow emergency calls to be transferred between Selective Routers and PSAPs connected to those Selective Routers while retaining the critical information associated with the emergency call.</p>	55.5.3	This issue is RESOLVED . The Parties have agreed to the following language: The Parties will work together to jointly engineer and establish technically feasible, efficient and mutually agreeable trunks from the Embarq SR for PSAP call transfers from the Embarq subtending PSAPs to INTRADO COMM subtending PSAPs.

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Whether the Parties should implement inter-Selective Router Trunking to allow emergency calls to be transferred between Selective Routers and PSAPs connected to those Selective Routers while retaining the critical information associated with the emergency call.	55.5.4 55.5.4(a) 55.5.4(b) 55.5.4(c)	This issue is RESOLVED . The Parties have agreed to the following language: The configuration of these inter-Selective Router trunk groups shall be designed to support the existing E911 generic of the Embarq Selective Router tandem. The Parties will notify each other in advance of any upgrades to their Selective Routers that would require or enable a different trunking configuration to support inter-Selective Router tandem transfer.
Whether the Parties should implement inter-Selective Router Trunking to allow emergency calls to be transferred between Selective Routers and PSAPs connected to those Selective Routers while retaining the critical information associated with the emergency call.	55.5.5	This issue is RESOLVED . Intrado has withdrawn its proposed language
Whether the Parties should implement inter-Selective Router Trunking to allow emergency calls to be transferred between Selective Routers and PSAPs connected to those Selective Routers while retaining the critical information associated with the emergency call.	55.5.6	This issue is RESOLVED . Intrado has withdrawn its proposed language.

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<p>Whether the Parties should implement inter-Selective Router Trunking to allow emergency calls to be transferred between Selective Routers and PSAPs connected to those Selective Routers while retaining the critical information associated with the emergency call.</p>	<p>55.5.8</p>	<p>This issue is RESOLVED. Intrado has withdrawn its proposed language.</p>
<p><u>Intrado Issue as Presented in Petition:</u> Whether Intrado is permitted to make network modifications to its network in the same manner as Embarq is permitted to.</p> <p><u>Embarq Issue Presented:</u> What are a carrier's obligations with respect to maintaining interoperability?</p>	<p>54.6</p>	<p>This issue is RESOLVED. The Parties have agreed to the following language: Nothing in this Agreement shall limit either Party's ability to modify its network through the incorporation of new equipment, software or facilities. The Parties shall work cooperatively to address any changes that impact the interoperability of their interconnected E911 networks.</p>
<p>Whether 911 Service and E911 Service calls exchanged between Intrado and Embarq should be subject to intercarrier compensation.</p>	<p>56.11</p>	<p>This issue is RESOLVED. Embarq agrees with Intrado that intercarrier compensation should not apply to 911 Service and E911 Service calls exchanged between the Parties and has accepted the language set forth in the Intrado Proposed Interconnection Agreement (Attachment 1 to Intrado's Petition for Arbitration).</p>

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Whether Embarq is required to provide forecasts for E911 trunks to Intrado and whether forecasting provisions should be reciprocal.	58.3 58.6 58.6.1 58.6.2 58.7	This issue is RESOLVED . The Parties have agreed to use the following language to the header for the forecasting, which would exclude 911/E911 trunks from the forecasting requirements: Trunk Forecasting (Excluding E911/911 Trunks).
Whether the provisions regarding indirect traffic pertain to the indirect exchange of 911 Service or E911 Service calls.	60.1.1	This issue is RESOLVED . The Parties have agreed to the following language: The Parties may send each other Indirect Traffic. This Section 60 does not apply to E911/911 Service calls.
Whether the interconnection agreement should clarify that certain call-related databases are still governed by Section 251 of the Act.	69.1	This issue is RESOLVED . Intrado has accepted Embarq's proposed language to be added to Part I: Call-related databases under this Part I excludes E911 databases. Intrado also has accepted Embarq's proposed language to be added to Section E: Embarq shall provide INTRADO COMM 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 ALL databases.
Whether both Parties have obligations to provide MSAG updates to each other.	72.3	This issue is RESOLVED . The Parties have agreed to the following language: <u>Master Street Address Guide (MSAG) or Street Index Guide (SIG)</u> . Within thirty (30) Days of INTRADO COMM's written request, Embarq shall provide to INTRADO COMM the MSAG or SIG data, <u>where available</u> , in a <u>mutually agreeable</u> National Emergency Number Association Two (NENA2) format (MSAG only) , and SIG data in Embarq's standard format. A CDROM containing the SIG data will be shipped to the INTRADO COMM's designated contact on a monthly basis until the request is cancelled.
Whether Embarq is required to designate a contact to provide information to Intrado regarding 911 and E911 calls.	74.15	This issue is RESOLVED . The Parties have agreed to the following language: The Parties shall make available a 7x24 number for use in obtaining and/or validating caller information and performance of call traces for in-progress emergency calls if required.

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Whether the limitations stated at the beginning of Section 75 should be modified to distinguish for 911 Service and E911 Service.	75.1.1	This issue is RESOLVED , except for the End User issue, based on the addition of 75.1.2 below, and the following changes. The services described in Sections 75.3, 75.4, and 75.5 <u>only apply shall only</u> be available to INTRADO COMM under this Agreement (i) when Embarq is providing the service to itself, (ii) in areas where Embarq 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 Sections 75.3, 75.4, and 75.5 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.
Same as 75.1.1	NEW 75.1.2	This issue is RESOLVED to as part of the resolution of 75.1.1, except for the use of the word "primary" 75.1.2 The services described in Section 75.2.2 shall only be available to INTRADO COMM under this Agreement in geographic areas where Embarq has been <u>is</u> designated as the primary 911 Service and E911 Service provider by the E911 Authority and Embarq manages the 911/E911 database.
Same as 75.1.1	75.2.2. 75.2.2. (a) 75.2.2. (b)	These changes were agreed to (other than the issue regarding "End User") as part of the resolution of 75.1.1 75.2.2. Basic 911 and E911 functions shall only will <u>shall only will</u> be provided to CLEC INTRADO COMM for resale services <u>for End-Users end-users</u> that it is serving by reselling Embarq's Telecommunications s Services pursuant to Part D of this Agreement or End-Users end users that it is serving indirectly as a wholesale telecommunications provider, and shall be at Parity with the support and services that Embarq provides to its subscribers <u>End Users</u> for such similar functionality. (a) Where it may be appropriate for Embarq to update the ALI database, Embarq shall update such database with CLEC INTRADO COMM data in an interval at Parity with that experienced by Embarq End Users end-users . (b) Embarq shall transmit to CLEC INTRADO COMM daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscribers <u>End User</u> listing feed.

INTRADO COMMUNICATIONS INC. AND EMBARQ

RESOLVED ISSUES

(NOTE: Applicability of 251(c) remains a disputed issue for some contract language shown on this matrix)

Issue	ICA Section Reference	Resolution of Issue
Same as 75.1.1	75.2.3 75.2.4	<p>These changes were agreed to as part of the resolution of 75.1.1, except for the use of the word "primary"</p> <p>75.2.3 In government jurisdictions where Embarq has obligations under existing agreements as the primary <u>designated</u> 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>this Agreement or applicable tariffs, as appropriate.</u></p> <p>75.2.4 In government jurisdictions where INTRADO COMM has obligations under existing agreements as the primary <u>designated</u> 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 or applicable INTRADO COMM tariffs, as appropriate.</p>
How the Parties will provide 911 and E911 Services to each other when the primary provider of 911 and E911 Services in a particular geographic area is: (1) Embarq; (2) Intrado; or (3) a third party.	75.2.5	This issue is RESOLVED . The Parties have agreed to the following language: If a third party is the primary provider of the 911 system to a E911 Authority, the Parties shall negotiate separately with such third party with regard to the provision of 911 Service to the E911 Authority. All relations between such third party and the Parties are totally separate from this Agreement and neither Party makes any representations on behalf of the third party.
How the Parties will obtain access to each other's basic 911 and E911 databases.	75.2.6 75.2.6(a)	<p>This issue is RESOLVED. The Parties have agreed to the following language:</p> <p>75.2.6 Basic 911 and E911 Database Requirements in Geographic Areas where Embarq Has Been Designated as the Primary 911 Service and E911 Service Provider by the E911 Authority and Manages the 911/E911 Database.</p> <p>(a) The ALI database shall be managed <u>and exclusively owned</u> by Embarq. <u>The subscriber data provided by Intrado is owned by Intrado, but is the property of Embarq and INTRADO COMM for those records provided by INTRADO COMM.</u></p>
How the Parties will obtain access to each other's basic 911 and E911 databases.	75.2.6(b)	This issue is RESOLVED . The Parties have agreed to the following language: (b) To the extent allowed by the E911 Authority, and where available, copies of the SIG shall be provided to INTRADO COMM within three Business Days from the time requested and provided on diskette (or other mutually agreed medium) in a format compliant with NENA standards.
How the Parties will obtain access to each other's basic 911 and E911 databases.	75.2.6(c)	This issue is RESOLVED . The Parties have agreed to the following language: (c) 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.

INTRADO COMMUNICATIONS INC. AND EMBARQ

RESOLVED ISSUES

(NOTE: Applicability of 251(c) remains a disputed issue for some contract language shown on this matrix)

Issue	ICA Section Reference	Resolution of Issue
How the Parties will obtain access to each other's basic 911 and E911 databases.	75.2.6(d)	This issue is RESOLVED . The Parties have agreed to the following language: (d) Embarq and INTRADO COMM shall arrange for the automated input and periodic updating of the E911 database information related to INTRADO COMM end users. Embarq shall work cooperatively with INTRADO COMM to ensure the accuracy of the data transfer by verifying it against the MSAG. Embarq shall accept electronically transmitted files that conform to a mutually acceptable NENA format.
How the Parties will obtain access to each other's basic 911 and E911 databases.	75.2.6(e)	This issue is RESOLVED . The Parties have agreed to the following language: (e) INTRADO COMM shall assign an E911 database coordinator charged with the responsibility of forwarding INTRADO COMM ALI record information or SOI to Embarq or via a third-party entity, charged with the responsibility of ALI record transfer. INTRADO COMM assumes all responsibility for the accuracy of the data that INTRADO COMM provides to Embarq.
How the Parties will obtain access to each other's basic 911 and E911 databases.	75.2.6(f)	This issue is RESOLVED except for the "End User" issue. Embarq has agreed to add the words "database or SOI" proposed by Intrado. (f) INTRADO COMM shall provide information on new End-Users subscribers to Embarq within one (1) business day of the order completion. Embarq shall update the database within two (2) Business Days of receiving the data from INTRADO COMM. If Embarq detects an error in the INTRADO COMM provided data, the data shall be returned to INTRADO COMM within two (2) Business Days from when it was provided to Embarq. INTRADO COMM shall respond to requests from Embarq to make corrections to database record errors by uploading corrected <u>database or SOI</u> records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly.
How the Parties will obtain access to each other's basic 911 and E911 databases.	75.2.6(g)	This issue is RESOLVED except for the "End User" issue. Embarq has agreed to the following changes proposed by Intrado (g) Embarq agrees to treat all End-User end-user data on INTRADO COMM End-Users subscribers provided under this Agreement as confidential in accordance with CPNI rules and to use data on INTRADO COMM End-Users subscribers only for the purpose of providing E911-sServices. <u>In accordance with CPNI rules, Embarq may also use such End-User data to provide "Emergency Services," "Emergency Notification Services," and "Emergency Support Services" as those terms are defined in the Wireless Communications and Public Safety Act of 1999, and as may otherwise be permitted under Section 222 of the Act.</u>
How the Parties will obtain access to each other's basic 911 and E911 databases.	75.2.7 (a)	The following changes to the language of 75.2.7(a) were agreed to as part of the resolution of 75.1.1, although the addition of 75.2.7 and all of its subsections are still subject to a dispute over whether such provisions are subject to a 251 agreement. 75.2.7 (a) The ALI database shall be managed <u>and exclusively owned</u> by INTRADO COMM. <u>The subscriber data provided by Embarq is owned by Embarq.</u>

INTRADO COMMUNICATIONS INC. AND EMBARQ

RESOLVED ISSUES

(NOTE: Applicability of 251(c) remains a disputed issue for some contract language shown on this matrix)

Issue	ICA Section Reference	Resolution of Issue
How the Parties will obtain access to each other's basic 911 and E911 databases.	75.2.7(b)	<p>The following changes to the language of 75.2.7(b) were agreed to as part of the resolution of 75.1.1, although the addition of 75.2.7 and all of its subsections are still subject to a dispute over whether such provisions are subject to a 251 agreement.</p> <p>75.2.7(b) To the extent allowed by the E911 Authority, and where available, INTRADO COMM shall provide an initial MSAG load and daily updates to Embarq for use in submitting MSAG valid End-User record information to INTRADO COMM. The information shall be provided in a mutually agreed medium in a format compliant with NENA <u>recommendations standards</u>. It shall be the responsibility of Embarq to accept and maintain the daily updates from INTRADO COMM.</p>
How the Parties will obtain access to each other's basic 911 and E911 databases.	75.2.7(g)	<p>The following changes to the language of 75.2.7(b) that were proposed by Intrado were agreed to by Embarq, although the addition of 75.2.7 and all of its subsections are still subject to a dispute over whether such provisions are subject to a 251 agreement</p> <p><u>(g) INTRADO COMM agrees to treat all data on Embarq End-Users provided under this Agreement as confidential in accordance with CPNI rules and to use data on Embarq End-Users only for the purpose of providing E911 Services. In accordance with CPNI rules, INTRADO COMM may also use such End-User data to provide "Emergency Services," "Emergency Notification Services," and "Emergency Support Services" as those terms are defined in the Wireless Communications and Public Safety Act of 1999, and as may otherwise be permitted under Section 222 of the Act</u></p>
How the Parties will obtain access to each other's basic 911 and E911 databases.	75.2.8	<p>The following changes to the language of 75.2.8 that were proposed by Intrado were agreed to by Embarq,</p> <p><u>Embarq and INTRADO COMM shall employ a mutually acceptable PAM as the protocol for interoperability between the ALI systems for ALI retrieval from each Party's ALI database when "no record found" ALI steering conditions occur.</u></p>
What is the most efficient, cost-effective physical architecture arrangement to achieve the greatest benefit for consumers.	80.1	<p>This issue is RESOLVED. The Parties have agreed to the following language: The point of demarcation is the location where INTRADO COMM's collocated equipment is connected to Embarq's facilities, usually within Embarq's Central Office. The point of demarcation for such purposes is not the POI and these terms do not limit INTRADO COMM's right to select its POI pursuant to Part F. Embarq will designate the point of demarcation, unless otherwise mutually agreed to by the Parties, in or adjacent to its Collocation Space. 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 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>
Whether the indemnification language needs to be repeated in the physical collocation section of the interconnection agreement.	93.1 93.2 93.3	<p>This issue is RESOLVED. Embarq has agreed to delete Sections 93.1 and 93.2 and Intrado has agreed to accept Embarq's template language for Section 93.3.</p>

INTRADO COMMUNICATIONS INC. AND EMBARQ

RESOLVED ISSUES

(NOTE: Applicability of 251(c) remains a disputed issue for some contract language shown on this matrix)

Issue	ICA Section Reference	Resolution of Issue
Whether Embarq may terminate the agreement without notice to Intrado in the event of Intrado's bankruptcy.	96.1	This issue is RESOLVED . Embarq has accepted Intrado's proposed language as set forth in the Intrado Proposed Interconnection Agreement (attachment 1 to Intrado Petition for Arbitration).
Whether Intrado is required to warrant that it did not have dealings with a broker or agent in connection with the interconnection agreement.	98.1	This issue is RESOLVED . Intrado has agreed to accept Embarq's proposed language as follows: 98.1 INTRADO COMM 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 any broker or agent for INTRADO COMM with respect to this Agreement or the negotiation thereof.
"Party" or "Parties"		This issue is RESOLVED . Embarq has agreed that references to "Party" or "Parties" should be capitalized as set forth in the Intrado Proposed Interconnection Agreement (Attachment 1 to Intrado's Petition for Arbitration).
"Wire Center" "Loop" "Local Loop" "Parties"	1.32, 1.61, 1.72, 1.129, 45.6.1, 45.6.2, 45.6.3, 45.6.4, 45.7.1, 45.7.2, 45.7.3, 45.7.4, and 45.7.5.	<p>This issue is RESOLVED. Embarq has agreed that references to "Wire Center" "Loop" "Local Loop" and "Parties" should be capitalized, ss shown below. .</p> <p>1.32 "Copper Loop" is a stand-alone local-loop<u>Local Loop</u> comprised entirely of copper wire or cable. Copper Loops include two-wire and four-wire analog voice-grade Copper Loops, digital Copper Loops (<i>e.g.</i>, DS0s and integrated services digital network lines), as well as two-wire and four-wire Copper Loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the Copper Loops are in service or held as spares. The Copper Loop includes attached electronics using time division multiplexing technology, but does not include packet switching capabilities.</p> <p>1.61 "High Frequency Portion of the local<u>Local Loop</u>" ("HFPL") is defined as the frequency range above the voice band on a Copper Loop facility that is being used to carry analog circuit-switched voice band transmissions provided by Embarq to the end-user<u>customer</u><u>End-User</u>.</p> <p>1.72 "Local Loop" refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in an Embarq Central Office or wire center<u>Wire Center</u>, and up to the demarcation point (<i>e.g.</i>, Network Interface Device) at a customer<u>customer</u><u>End-User</u>'s premises, to which INTRADO COMM is granted exclusive use. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer<u>customer</u><u>End-User</u> premises. Local loops<u>Loops</u> include Copper Loops, Hybrid Loops, DS1 loops<u>Loops</u>, DS3 loops<u>Loops</u>, FTTC Loops and FTTH Loops.</p> <p>1.129 Wire center<u>Center</u>" is the location of an incumbent LEC local switching facility containing one or more central offices, as defined in part 36 of the Code of Federal Regulations. The Wire Center boundaries define the area in which all customers<u>customers</u><u>End-Users</u> served by a given Wire Center are located</p>

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RESOLVED ISSUES

(NOTE: Applicability of 251(c) remains a disputed issue for some contract language shown on this matrix)

Issue	ICA Section Reference	Resolution of Issue
		<p>45.6 DS1 Loops</p> <p>45.6.1 Subject to the cap in Section 45.6.2, Embarq will provide INTRADO COMM nondiscriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that wire center Wire Center. DS1 loopsLoops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services. The Wire Centers that meet these requirements as of the date of this Agreement are listed on <u>Exhibit A</u>.</p> <p>45.6.2 INTRADO COMM may obtain a maximum of ten unbundled DS1 loopsLoops to any single building in which DS1 loopsLoops are available as unbundled loops.</p> <p>45.6.3 Where Embarq is not required to provide unbundled DS1 loopsLoops pursuant to Sections 45.6.1 and 45.6.2, INTRADO COMM may not obtain new DS1 loopsLoops as UNEs.</p> <p>45.6.4 Any DS1 loopsLoops that INTRADO COMM previously leased from Embarq but which Embarq is not obligated to unbundle pursuant to Sections 45.6.1 and 45.6.2, are subject to the following:</p> <p>45.7. DS3 Loops</p> <p>45.7.1 Subject to the cap described in Section 45.7.2, Embarq shall provide INTRADO COMM with nondiscriminatory access to a DS3 loopLoop on an unbundled basis to any building not served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS3 loopLoop unbundling will be required in that Wire Center. The Wire Centers that meet these requirements as of the date of this Agreement are listed on <u>Exhibit A</u>.</p> <p>45.7.2 INTRADO COMM may obtain a maximum of a single unbundled DS3 loopLoop to any single building in which DS3 loopsLoops are available as unbundled loops.</p> <p>45.7.3 Where Embarq is not required to provide unbundled DS3 loopsLoops pursuant to Sections 45.7.1 and 45.7.2, INTRADO COMM may not obtain new DS3 loopsLoops as UNEs.</p> <p>45.7.4 Any DS3 loopLoop UNEs that INTRADO COMM previously leased from Embarq but which Embarq is not obligated to unbundle pursuant to Sections 45.7.1 and 45.7.2, are subject to the following:</p> <p>45.7.5 If Embarq identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, Embarq will provide INTRADO COMM notice in accordance with the notice provisions of this Agreement and Embarq will also post such information on its website. INTRADO COMM shall not be able to order new DS3 loopsLoops for the identified</p>

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RESOLVED ISSUES

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Issue	ICA Section Reference	Resolution of Issue
		<p>wire-centersWire Centers after 90 Days have elapsed from the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire-centerWire Center designation and the dispute was resolved by the Commission, the partiesParties will abide by the Commission's decision. Any DS3 loopsLoops leased from Embarq on the date of the notice shall be available for a six (6) month period from the date of the notice at a rate equal that is 115% of rate INTRADO COMM paid on the date of the notice.</p>
What list of wire centers should be included in the interconnection agreement.	Exhibit A	This issue is RESOLVED . Embarq has provided the required Exhibits to Intrado.
"Local Interconnection"	1.31 1.96 55.2.1(a) 55.3.2(a) 57.1 58.6	This issue is RESOLVED . Embarq has agreed that references to "Local Interconnection" should be capitalized as set forth in the Intrado Proposed Interconnection Agreement (Attachment 1 to Intrado's Petition for Arbitration).
Consistency and Conformity Changes	20.1 43.1 58.8 69.1 71.3	This issue is RESOLVED . Embarq has agreed to the revisions as set forth in the Intrado Proposed Interconnection Agreement (Attachment 1 to Intrado's Petition for Arbitration)