

Disputed Issues Matrix
 Intrado Communications Inc. Petition for Arbitration against Verizon
 March 5, 2008

Issue & Petition Section	ICA Sections	Intrado Comm Position	Verizon Position
Issue 1 (Petition Section I.) Whether Verizon may deny Intrado Comm its rights under Sections 251(c) and 252 of the Act by claiming that Intrado Comm does not offer telephone exchange service or exchange access service.	N/A	Intrado Comm is entitled to interconnection pursuant to Section 251(c) of the Act because it offers telephone exchange service and exchange access service.	Verizon has provided its template interconnection agreement to Intrado Comm and engaged in negotiations with Intrado Comm, but has suggested through its correspondence that Intrado Comm may not be entitled to interconnection under Section 251(c).
Issue 2 (Petition Section II.A.) Whether 911/E-911 Calls should be included in the types of traffic to be exchanged over local interconnection trunks.	IA §§ 2.2.1.1, 2.2.2	The interconnection agreement language should include 911/E-911 Calls (as that term has been defined in the interconnection agreement) in the types of traffic to be exchanged by the Parties over local interconnection trunks.	Verizon's proposed language does not specifically incorporate 911/E-911 Calls in the types of traffic to be exchanged by the Parties over local interconnection trunks.
Issue 3 (Petition Section II.B.) What is the most efficient, cost-effective physical architecture arrangement to achieve the greatest benefit for consumers?	IA §§ 1.1, 1.2, 2.1.1, 2.1.2, 2.3.1, 2.3 Glossary §§ 2.94, 2.104	Intrado Comm has the right to choose the location of the POI to exchange traffic with Verizon. When AT&T is the 911/E-911 Service Provider, the POI will be at Verizon's selective router. When Intrado Comm is the 911/E-911 Service Provider, Verizon will aggregate and/or transport its end users' emergency calls destined for Intrado Comm's PSAP customers to two POIs on Intrado Comm's network.	Verizon's proposed language does not address situations in which Intrado Comm would be designated as the 911/E-911 Service Provider. Verizon has not indicated on the Parties' conference calls how it believes the Parties' networks should interconnect for the purposes of Verizon-originated emergency calls destined for Intrado Comm's PSAP customers.
Issue 4 (Petition Section II.C.) Whether the Parties should implement inter-selective router trunking.	911 § 5	The establishment of inter-selective router trunking will allow the ANI and ALI associated with an emergency call (<i>i.e.</i> , the information needed by the public safety agency to address the caller's emergency) to remain with that	Verizon's proposed interconnection agreement does not contain language regarding inter-selective router trunking, but its tariffs do contemplate that functionality.

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		communication when it is transferred to the other selective router. Verizon performs this type of routing within its own network and with other 911/E-911 Service Providers.	
Issue 5 (Petition Section II.D.) Whether certain conditions may be imposed on the Parties' use of a fiber meet point arrangement for interconnection, whether 911/E-911 Calls may be exchanged via a fiber meet, and whether the language governing fiber meets should be reciprocal.	IA §§ 3.1.1, 3.1.2, 3.1.3.6, 3.1.4, 3.1.5 Exhibit A	In a fiber meet arrangement, each Party should pay its portion of the costs to reach the fiber meet point. Verizon's language imposes arbitrary conditions on the use of a fiber meet point. The Parties should be able to exchange 911/E-911 Calls via a fiber meet arrangement. Any language regarding fiber meet arrangements should be reciprocal.	Verizon has acknowledged that it uses mid-span meet point arrangements with other 911/E-911 providers, but its proposed interconnection language does not contemplate using a meet point arrangement to exchange 911/E-911 Calls.
Issue 6 (Petition Section II.E.) Whether the joint grooming and forecasting provisions should be reciprocal.	§ 16 IA §§ 14.1.1, 14.1.4, 14.1.5, 14.2.1, 14.2.2 TEA § 2.2	As co-carriers, each Party should have reciprocal forecasting and network grooming obligations that reflect the Parties' interconnected networks.	Verizon's proposed language is unilateral and its joint grooming language does not contemplate situations in which Intrado Comm is the 911/E-911 Service Provider.
Issue 7 (Petition Section II.F.) Whether Intrado Comm is required to utilize two-way trunking.	IA §§ 2.2.3, 2.2.5, 2.4, 5.2.1, 5.2.2	While Intrado Comm may be agreeable to using two-way trunking when necessary for efficient or reliable call completion, Intrado Comm does not agree to utilize two-way trunking in all instances.	Verizon's language would force Intrado Comm to utilize two-way trunks.
Issue 8 (Petition Section II.G.) Whether Verizon's proposed requirements and limits on	IA §§ 2.2.4, 2.2.5, 2.2.6	The language placing limits on the use of interconnection trunking and requiring additional trunking under certain situations should not apply to the	Verizon's language does not address whether its proposed trunking limitations and requirements apply to 911/E-911 Calls exchanged between the Parties.

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interconnection trunking should be applicable to the exchange of 911/E-911 Calls between the Parties.		exchange of 911/E-911 Calls between the Parties.	
Issue 9 (Petition Section II.H.) Whether the provisions regarding how the Parties will provide notice regarding the initiation of interconnection arrangements should be reciprocal.	IA §§ 4.1.1, 4.2, 4.3	The provisions regarding the initiation of interconnection should reflect the interconnection of the Parties' networks in areas in which Intrado Comm is the 911/E-911 Service Provider.	Verizon's language is one-sided and does not address the information Intrado Comm will need from Verizon in those areas in which Intrado Comm is the primary 911/E-911 Service Provider.
Issue 10 (Petition Section II.I.) Whether Verizon is required to treat Intrado Comm's 911/E-911 trunks at parity with Verizon's treatment of its own 911/E-911 trunks.	IA § 5.3	Verizon should be required to apply the same safeguards and levels of care to Intrado Comm's 911/E-911 trunk groups that Verizon applies to its own 911/E-911 trunk groups.	Verizon's position is unclear. It rejected without comment Intrado Comm's proposed language.
Issue 11 (Petition Section II.J.) Whether the provisions governing tandem transit traffic apply to 911/E-911 Traffic, and whether Intrado Comm must agree not to use tandem transit service if it has not entered into arrangements with third party carriers.	IA §§ 12.1, 12.4, 12.5	The interconnection agreement's tandem transit provisions should not apply to the 911/E-911 Traffic exchanged between the Parties. Verizon should not be permitted to terminate tandem transit service if Intrado Comm does not have a traffic exchange arrangement in place with a third party carrier.	Verizon's language does not address the applicability of tandem transit to 911/E-911 Calls. Verizon's language would prevent Intrado Comm from using Verizon's tandem transit service if Intrado Comm does not have arrangements in place with third party carriers.
Issue 12 (Petition Section III.A.)	911 §§ 3.1, 3.2	The interconnection agreement should address how 911/E-911 calls will be	Verizon's language is one-sided and does not contemplate how Verizon will route

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How the Parties will route 911/E-911 calls to each other.		routed with either Verizon or Intrado Comm as the 911/E-911 Service Provider.	911/E-911 Calls to Intrado Comm.
Issue 13 (Petition Section III.B.) Whether the language governing the provision of 911/E-911 arrangements should be reciprocal.	911 §§ 1.1, 1.2, 1.3	Each Party should have reciprocal obligations and responsibilities depending on which Party has been designated as the 911/E-911 Service Provider for a particular area.	Verizon's proposed language does not address situations in which Intrado Comm will be the designated 911/E-911 Service Provider.
Issue 14 (Petition Section III.C.) How the Parties will obtain access to each other's 911/E-911 databases.	911 §§ 2.2.4, 2.2.5, 2.5, 2.6, 2.7	Each Party should have reciprocal obligations and responsibilities to access, upload, transmit, and share 911/E-911 database information depending on which Party has been designated as the 911/E-911 Service Provider for a particular area.	Verizon rejected without comment some of Intrado Comm's proposed language.
Issue 15 (Petition Section III.D.) Whether certain definitions related to the Parties' provision of 911/E-911 Service should be included in the interconnection agreement and what definitions should be used.	Glossary §§ 2.6, 2.26, 2.35, 2.82, 2.87, 2.88, 2.134, 2.135	Industry-standard definitions relating to the Parties' provision of 911/E-911 Service should be included in the interconnection agreement.	Verizon's proposed language did not include some of the definitions proposed by Intrado Comm, and Verizon rejected without comment some of Intrado Comm's other proposed revisions.
Issue 16 (Petition Section III.E.) Whether each Party should be responsible for the collection and remittance of 911/E-911 surcharges.	911 § 4.4	Each Party should have reciprocal obligations to collect and remit 911/E-911 surcharges as required by applicable law.	Verizon's language imposes unilateral obligations on Intrado Comm to collect and remit 911/E-911 surcharges.
Issue 17 (Petition Section IV.A.)	Glossary §§ 2.79, 2.125, 2.126	Industry-standard definitions for PIU and PLU should be used in the Parties'	Verizon seeks to impose a new, non-industry standard methodology for

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<p>What process the Parties should use for tracking traffic subject to reciprocal compensation.</p>	<p>IA §§ 6.1, 6.2, 6.3 TEA § 4.2</p> <p>Other sections referenced: Glossary § 2.123 IA §§ 2.2.1.1, 3.1.3.5 TEA §§ 1, 2.1</p>	<p>interconnection agreement. The term “ISP-Bound Traffic” should be used instead of “Measured Internet Traffic” because use of that term has been rejected by the FCC. Language imposing requirements to pass calling party number for billing purposes should not apply to 911/E-911 Calls because the Parties have already agreed that 911/E-911 Calls are not subject to reciprocal compensation.</p>	<p>tracking calls exchanged between the Parties. Verizon’s language does not address the Parties’ agreement that reciprocal compensation does not apply to 911/E-911 Calls.</p>
<p>Issue 18 (Petition IV.B.) What definitions or terminology should be used for “Reciprocal Compensation,” “Reciprocal Compensation Traffic,” “Information Access,” and “Internet Traffic.”</p>	<p>Glossary §§ 2.60, 2.63, 2.105, 2.106, 2.123 IA §§ 7.2.2, 8.1 TEA §§ 5.2.2, 6.1</p> <p>Other sections referenced: Add’l § 5.1 IA § 8.5</p>	<p>The definition of “Reciprocal Compensation” should reference judicial decisions and refer to “telecommunications traffic” consistent with the FCC’s rules. There is no need to list the types of traffic subject to reciprocal compensation in the definition of “Reciprocal Compensation Traffic” because that language is repeated elsewhere. The definition of “Information Access” should be consistent with the definitions adopted by the FCC and the courts. Use of the term “Internet Traffic” has been rejected by the FCC; the term “ISP-Bound Traffic” should be used instead.</p>	<p>Verizon seeks to limit the types of traffic subject to reciprocal compensation by proposing definitions that are not consistent with FCC rules, FCC rulings, and relevant court decisions.</p>
<p>Issue 19 (Petition IV.C.) Whether the designation of traffic for reciprocal compensation purposes should</p>	<p>IA § 7.1 TEA § 5.1</p>	<p>Application of intercarrier compensation should be based on the NPA-NXX of the calling and called parties consistent with FCC rules.</p>	<p>Verizon seeks to use a non-industry standard method to determine what compensation regime applies to certain traffic.</p>

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be based on the actual originating and terminating points of the call.			
Issue 20 (Petition IV.D.) Whether the origination and termination of FX traffic should be subject to access charges.	IA §§ 6.5, 7.2.1, 7.2.9 TEA §§ 4.5, 5.2.1, 5.2.9	FX traffic has traditionally been subject to reciprocal compensation. There is no support for Verizon's proposal to require Intrado Comm to pay originating access charges for all Verizon-originated traffic terminated to an Intrado Comm FX customer and terminating access charges for Intrado Comm's FX customers' originating traffic to a Verizon customer.	Verizon would prohibit Intrado Comm from imposing any charges on Verizon for FX calls while requiring Intrado Comm to pay either originating or terminating access charges.
Issue 21 (Petition IV.E.) Whether the Parties should have the same rights and obligations when exchanging traffic originating from a third party.	IA § 8.3 TEA § 6.3	Both Parties should have reciprocal obligations for addressing third party traffic.	Verizon would require only Intrado Comm to make certain payments and interact with third party carriers.
Issue 22 (Petition V.A.) Whether the interconnection agreement may automatically terminate if the Parties are still negotiating or arbitrating a successor agreement.	§ 2.3	After expiration, the interconnection agreement should not terminate if the Parties are in the process of negotiating or arbitrating a new, successor interconnection agreement.	After expiration, the interconnection agreement should terminate the earlier of the date of a new interconnection agreement or the date one year after the proposed termination date.
Issue 23 (Petition V.B.) Whether either Party may assign the interconnection agreement to its affiliates	§ 5	Intrado Comm should have the right to assign the interconnection agreement to an affiliated entity without Verizon's prior consent.	No assignments are permitted without prior consent.

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without the other Party's consent.			
Issue 24 (Petition V.C.) Whether the assurance of payment provisions should be extended to all Verizon affiliates rather than limited to Verizon regulated ILECs.	§ 6	The obligation for Intrado Comm to provide assurance of payment to Verizon based on Intrado Comm's timely payment of bills should be limited to Verizon and its regulated ILEC affiliates rather than all Verizon affiliates.	The assurance of payment provisions would be triggered by Intrado Comm's untimely payment to any other entity affiliated with Verizon.
Issue 25 (Petition V.D.) Whether Verizon may request information from Intrado Comm that is otherwise publicly available without adequate justification.	§ 8.3	Verizon should only be permitted to request certain information from Intrado Comm when Verizon has a reasonable basis for doing so and provides Intrado Comm with a reasonable amount of time for responding.	Verizon may request otherwise publicly available information from Intrado Comm at any time without adequate justification.
Issue 26 (Petition V.E.) Whether Verizon may impose late payment charges on disputed charges while the dispute is pending, and whether the interconnection agreement should include language limiting the Parties' ability to back-bill.	§§ 9.4, 9.5	Only undisputed charges that are not timely paid should be subject to late payment charges. Back-billing should be limited to two years consistent with federal law.	All unpaid charges are subject to late payment charges. Back-billing should be permitted beyond two years.
Issue 27 (Petition V.F.) Whether Verizon may dictate the actions to be taken by Intrado Comm when Intrado	§§ 13, 43, 50	Intrado Comm should only be required to take those actions required by law when it seeks to discontinue service. Verizon should be required to comply with any applicable law when it stops serving	Verizon seeks to dictate the actions that Intrado Comm must take when Intrado Comm discontinues services. Verizon seeks the ability to stop serving certain geographic areas without regarding

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Comm discontinues service, whether Verizon is required to comply with applicable law when it stops serving certain geographic territories, and what implementation timeframe should apply when Verizon withdraws certain services.		certain geographic territories. The Parties should have 45 days to implement any changes necessary as the result of Verizon's withdrawal of certain services.	relevant law. Verizon contends a 30-day period is adequate to implement any changes necessary as the result of Verizon's withdrawal of certain services.
Issue 28 (Petition V.G.) Whether the obligation to make payments during a Force Majeure event should be limited to those services available and usable during the Force Majeure event.	§ 15.3	Intrado Comm should only be required to make payments for those services actually available and usable during a Force Majeure event.	Payment obligations continue despite Force Majeure events.
Issue 29 (Petition V.H.) Whether Verizon should be required to conduct investigations into fraud when directed to do so by an appropriate third party.	§ 17	Verizon should be required to conduct investigations into fraud by Intrado Comm customers when directed to do so by an appropriate law enforcement agency or other legal authority.	Verizon has no responsibility to investigate fraud by Intrado Comm customers.
Issue 30 (Petition V.I.) Whether Verizon is required to undertake more than "best efforts" to secure any intellectual property rights Intrado Comm may need to use	§ 22	Intrado Comm is dependent on Verizon to obtain intellectual property rights so that Intrado Comm may use the interconnection agreement to provide service to Intrado Comm's customers.	Verizon will exercise "best efforts" to secure intellectual property rights that Intrado Comm may need to use the services available under the interconnection agreement.

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the services provided by Verizon under the interconnection agreement.			
Issue 31 (Petition V.J.) Whether Verizon is required to comply with Intrado Comm's ordering processes when Verizon orders services and facilities from Intrado Comm.	§ 30	Verizon requires Intrado Comm to follow Verizon's ordering process when ordering services from Verizon and Verizon likewise should be required to utilize Intrado Comm's ordering process when ordering services from Intrado Comm.	Verizon seeks to impose unilateral language on Intrado Comm that does not address Intrado Comm's ordering process.
Issue 32 (Petition V.K.) Whether Intrado Comm is permitted to make modifications to its network in the same manner that Verizon is permitted to do so.	§ 42	The language giving Verizon the ability to make technology upgrades should be reciprocal so that Intrado Comm can also make such upgrades.	Only Verizon has the right to make technology upgrades.
Issue 33 (Petition V.L.) Whether Verizon may dictate what provisions Intrado Comm is required to put in its tariffs and contracts.	§ 25.7	Verizon should not be permitted to dictate the provisions that Intrado Comm places in its tariffs and contracts.	Intrado Comm must put certain liability language in its tariffs and contracts.
Issue 34 (Petition VI.A.) What Verizon will charge Intrado Comm for 911/E-911 services.	911 § 4.2 Pricing Appendix	State retail tariffs governing 911/E-911 services are not appropriate for Verizon's provision of services to Intrado Comm under the interconnection agreement. Intrado Comm needs certainty regarding the rates Verizon will charge so that it can develop the rates Intrado Comm will charge Verizon.	Rates for 911/E-911 services are set forth in Verizon's retail state tariffs.

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<p>Issue 35 (Petition VI.B.) Whether tariffed rates may automatically supersede the rates contained in the pricing appendix without a specific reference to the tariff, whether Verizon may develop new rates outside of the Section 251/252 process, whether all “applicable” tariff provisions should be incorporated into the interconnection agreement, and whether the definition of “tariff” should include unspecified documents and agreements.</p>	<p>§§ 1.1 Glossary § 2.116 Pricing §§ 1.3, 1.4, 1.5 Pricing Appendix</p>	<p>Tariff charges should not be permitted to trump those contained in the pricing appendix unless such tariffs are specifically referenced in the pricing appendix. Any new rates to be charged by Verizon should be developed as part of the Section 251/252 process with approval by the Commission. Unspecified tariff terms and conditions deemed by Verizon to be “applicable” should not be incorporated into the interconnection agreement. The definition of the term “tariff” should not include unspecified documents or agreements.</p>	<p>Tariff charges may supersede the rates contained in the pricing appendix. Verizon will notify Intrado Comm when it has developed new rates. Any “applicable” tariff terms and conditions are incorporated by reference into the interconnection agreement. The term “tariff” may include any agreement or other document that sets forth generally available terms, conditions, and prices.</p>
<p>Issue 36 (Petition VI.C.) Whether Verizon may require Intrado Comm to charge the same rates as, or lower rates than, the Verizon rates for the same services, facilities, and arrangements.</p>	<p>Pricing § 3</p>	<p>Intrado Comm’s rates should not be capped at the rate that Verizon charges for “comparable” services.</p>	<p>Intrado Comm may not charge Verizon more than Verizon charges for “comparable services.”</p>
<p>Issue 37 (Petition VII.A.) Whether the definitions of “Tandem” or “Tandem Office” should be modified to include 911/E-911 Tandem switches or</p>	<p>Glossary § 2.115</p>	<p>Selective routers or 911/E-911 tandem switches fall under the definition of “Tandem” or “Tandem Office” and should be included in the interconnection agreement’s definitions consistent with industry practice and definitions.</p>	<p>Verizon’s template language uses the term “911/E-911 Tandem Office/Selective Router,” but does not include those terms within the definition of “Tandem” or “Tandem Office.”</p>

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selective routers.			
Issue 38 (Petition VII.B.) What definition of "Customer" should be used in the interconnection agreement.	Glossary § 2.30	Customer should be defined to include PSAPs or Controlling 911 Authorities that subscribe to the services offered by the Parties. The term "Customer" should be used consistently throughout the interconnection agreement.	Verizon has not included PSAPs or Controlling 911 Authorities in the definition of "Customer" and has used terminology other than "Customer" throughout the agreement.
Issue 39 (Petition VII.C.) Whether the interconnection agreement should contain a definition of "Interconnected Voice over Internet Protocol" and what definition should be used.	Glossary § 2.66	The definition of "interconnected VoIP" adopted by the FCC should be used in the Parties' interconnection agreement.	Verizon's proposed language does not include a definition for "interconnected VoIP."
Issue 40 (Petition VIII.A.) Whether the Traffic Exchange Attachment applies to 911/E-911 Calls or the inter-selective router transfer of 911/E-911 Calls.	TEA §§ 1, 5.2.10	The Traffic Exchange Attachment should include language that the provisions of the attachment are not applicable to 911/E-911 Calls. The Parties' agreement that reciprocal compensation does not apply to 911/E-911 Calls should be carried over to the Traffic Exchange Attachment.	Verizon's language does not address whether the Traffic Exchange Attachment applies to 911/E-911 Calls and does not reflect the Parties' agreement that reciprocal compensation does not apply to 911/E-911 Calls.
Issue 41 (Petition VIII.B.) Whether the Parties are required to renegotiate terms, conditions, and rates for services set forth in the agreement that Verizon may not currently offer.	§ 18 TEA § 10	This language is unnecessary because Verizon already offers every service or arrangement included in the interconnection agreement.	Verizon seeks to require Intrado Comm to renegotiate rates, terms, and conditions for services set forth in the interconnection agreement that Verizon does not currently offer.