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December 21, 2007

Ms. Ann Cole  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

RE: Docket No.: 070699-TP

Dear Ms. Cole:

Enclosed please find Embarq Florida, Inc.'s Response To Intrado Communications Inc.'s Petition for Arbitration in the above referenced docket matter.

Copies are being served on the parties in this docket pursuant to the attached certificate of service.

If you have any questions regarding this electronic filing, please do not hesitate to call me at (850) 599-1560.

Sincerely,

s/Susan S. Masterton  
Susan S. Masterton

Enclosure

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**CERTIFICATE OF SERVICE  
DOCKET NO. 070699-TP**

**I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic and U.S. Mail this 21<sup>st</sup> day of December, 2007 to the following:**

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s/Susan S. Masterton  
**Susan S. Masterton**

## **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

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|---|--|
| In the Matter of the Petition of Intrado Communications Inc. for Arbitration pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Section 264.162, Florida Statutes to establish and interconnection agreement with Embarq Florida, Inc. | Docket No. 070699-TP<br><br>Filed: December 21, 2007 |
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### **EMBARQ FLORIDA, INC.'S RESPONSE TO INTRADO COMMUNICATIONS INC.'S PETITION FOR ARBITRATION**

As set forth in Embarq's Motion to Dismiss filed on December 17, 2007, Embarq believes that Intrado has failed to comply with the requirement for good faith negotiations under the federal act and that its petition is substantively and procedurally deficient under both the federal act and state law. For these reasons, Intrado's Petition should be dismissed. However, section 252 of the Act requires, without exception, that any response to a petition for arbitration must be filed no later than 25 days after the Petition is served. To ensure that it meets this requirement, Embarq will respond to the best of its ability to the issues raised by Intrado in its Petition.

Because the majority of issues identified in Intrado's Petition were never raised during negotiations, it extremely difficult for Embarq to respond. Embarq is seeing many of these issues for the first time and understands them only as they are depicted in the arbitration petition or the redlines in Intrado's November 27 version of the interconnection agreement. This response represents Embarq's best efforts to evaluate and present its positions regarding the issues raised within the applicable time and procedural constraints.

## **INTRODUCTION**

Contrary to the suggestions in Intrado's Petition:

- At no point during the negotiations has Embarq taken the stand that it will not interconnect with Intrado where Embarq is the Wireline E911 Network provider to the Public Safety Answering Positions ("PSAP").
- At no point during the negotiations has Embarq refused to allow Intrado to interconnect with Embarq's Automatic Line Identification ("ALI") databases.
- At no point during the negotiations has Embarq refused to allow Intrado to interconnect with Embarq's Selective Routers or E-911 Tandems.
- At no point during the negotiations has Embarq refused to provide Intrado with unbundled access to E-911 databases.

Embarq has sought to negotiate with Intrado on the same basis that Embarq has conducted business with other providers of emergency services. Some of the technical arrangements proposed by Intrado are currently handled by Embarq under commercial agreements with other providers (including Intrado), some of the services are appropriately available under tariff, and other portions of Intrado's proposals are appropriately the subject of a 251(c) interconnection agreement. (The commercial agreement for 911 services that Embarq had previously entered into with Intrado and under which it also conducts business with a number of other providers, is included as Attachment 1 to this Response.)

Unfortunately, Intrado has insisted on including all aspects of its proposed technical arrangements with Embarq within the context of a 251(c) interconnection agreement even though it is contrary to current industry practices, as experienced by

Embarq, and it is simply not necessary or appropriate. Embarq has been providing access to the E911 routing and databases that it manages for PSAPs for years. Embarq also provides those services directly to Voice over Internet Protocol (“VoIP”) providers, and Embarq currently connects its ALI databases with Database Management System (“DBMS”) Integrators such as Intrado for ALI steering arrangements.

Embarq has been working actively and cooperatively with all entities involved in the provision of E911 emergency services and Embarq takes seriously its role in providing emergency services to the public. Embarq is also aware of recent trends in emergency services technology and is fully prepared to provide those forward looking technologies, either directly or on a wholesale basis.

## **BACKGROUND**

Because of the specialized nature of emergency services and the highly technical nature of the Wireline E911 Network, some background on these services and facilities may be helpful to the Commission in placing the disagreement of the parties into the proper context.

All providers of voice services that are interconnected to the PSTN are obligated to provide their customers with access to E911 service, and therefore such carriers have an obligation to arrange access to the Wireline E911 Network.<sup>1</sup> The Wireline E911 Network is a specialized network that is totally separate from, but interconnected with, the Public Switched Telephone Network (“PSTN”).<sup>2</sup> The FCC described the components of the Wireline E911 Network as follows:

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<sup>1</sup> Title 47 C.F.R. §9, §20.3, §64.3

<sup>2</sup> Title 47 C.F.R. §9.3

In a typical implementation, the Wireline E911 Network includes the Selective Router, which receives 911 calls from competitive and incumbent LEC central offices over dedicated trunks. The Selective Router, after querying an incumbent LEC-maintained Selective Router Database (SRDB) to determine which PSAP serves the caller's geographic area, forwards the calls to the PSAP that has been designated to serve the caller's area, along with the caller's phone number (ANI). The PSAP then forwards the caller's ANI to an incumbent LEC maintained Automatic Location Information database (ALI Database), which returns the caller's physical address (that has previously been verified by comparison to a separate database known as the Master Street Address Guide (MSAG)). The Wireline E911 Network thus consists of: the Selective Router; the trunk line(s) between the Selective Router and the PSAP; the ALI Database; the SRDB; the trunk line(s) between the ALI database and the PSAP; and the MSAG.<sup>3</sup>

These various components of the Wireline E911 Network can be broadly categorized into the following categories:

- Voice Network. The voice portion of the Wireline E911 Network carries E911 calls from end user customers to special switching equipment (or Selective Routers) that direct the calls to the appropriate PSAP based on the geographic location of the caller.
- Data Network. After an E911 call has been routed to the appropriate PSAP, the data portion of the Wireline E911 Network is then accessed by the PSAP to retrieve the location information of the caller based on the caller's telephone number or pseudo-telephone number.

With respect to the voice portion of the Wireline E911 Network, the FCC has designated the input to the selective router as the point of delineation between carriers and PSAPs for allocating responsibilities and costs:

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<sup>3</sup> *In the Matters of IP-Enabled E911 Requirements for IP-Enabled Service Providers*, WC Docket No. 04-36, WC Docket No. 05-196, First Report and Order and Notice of Proposed Rulemaking, Released June 3, 2005, “IP 911 Order”, ¶15 (footnotes omitted)

Thus, a wireless carrier is responsible for all hardware and software components and functionalities that precede the Selective Router, including the trunk from the carrier's Mobile Switching Center to the Selective Router, and the particular databases, interface devices, and trunks lines that may be needed to deliver E911 data to the PSAP. The PSAP is responsible for any costs associated with the Selective Router itself, any required upgrades to the Selective Router, the ALI Database and any upgrades thereto, the SRDB and any upgrades thereto, the MSAG, the trunk from the Selective Router to the PSAP, and the PSAP CPE.<sup>4</sup>

While the FCC determined this in the context of the wireless E911 proceedings, this description is also a good summary of the individual responsibilities in a typical arrangement for the provision of E911 by wireline carriers.

The database network portion of the Wireline E911 Network consists of the following two separate types of databases:

(A) Automatic Location Information (“ALI”) databases: ALI databases are used by PSAPs to determine the geographic location of callers who dial 911. Each carrier essentially maintains its own internal ALI database for its own customers and uses that database to upload its customer information to the ALI database maintained by the Wireline E911 Network provider. There are times when carriers should validate the accuracy of their internal ALI by obtaining a copy of the records contained in the ALI database of the Wireline E911 Network provider for such carrier's customers. The Wireline E911 Network provider should only provide other carriers with the ALI information for such carrier's own customers and not customers of any other service providers. National

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<sup>4</sup> ¶18, IP 911 Order, (footnotes omitted)

Emergency Number Association (“NENA”) standards support this position and Embarq provides downloads on an annual basis today.<sup>5</sup>

(B) Master Street Address Guide (“MSAG”) database. This database is used by carriers to validate the street addresses of the customers that they serve. These addresses have to be in a very specific format in order to accurately match up with the other detailed location information contained in the ALI. Carriers must have access to regular downloads of the MSAG so that they can incorporate a copy with their service order system and their provisioning systems and to ensure that the information that they load into the ALI database is accurate. MSAG downloads (as opposed to access to the database itself) allow carriers to use the data without adversely affecting the MSAG maintained by the Wireline E911 Network provider. NENA standards require such downloads.<sup>6</sup>

The ALI and MSAG databases are typically operated and maintained by the Wireline E911 Network provider, but they are sometimes maintained by Database Management System (“DBMS”) Administrators or Integrators. For example, the ALI database maintained by a Wireline E911 Network provider won’t necessarily have the geographic information for an E911 caller that uses a wireless phone or a VoIP phone, and in those situations, the Wireline E911 Network provider must arrange to have access to other ALI databases in order to secure the appropriate geographic information about such E911 callers. DBMS Administrators maintain such ALI databases and typically

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<sup>5</sup> NENA 02-011, §2.21, §19.5

<sup>6</sup> NENA 06-002, §2.63-§2.64; NENA 06-001, §2.1.1.7; NENA 02-011, §10.2

provide access to such databases to wireless and VoIP providers under commercial arrangements (i.e. non-251).

PSAPs purchase components of the Wireline E911 Network, such as selective routing and DBMS services, from a provider such as Embarq or Intrado via contract and/or tariff offerings. The Wireline E911 Network costs are usually publicly funded, many times via fees that are included by LECs on the billing statements of each end user customer, and the amounts collected by the LECs are remitted to the PSAP.

Emergency calls from end users to the PSAP are jurisdictionally agnostic. That is, the calls are emergency service calls that are not considered either local or long distance for compensation purposes. They generally originate and terminate within a state, but not necessarily. They are directed to the PSAP based on the geographic location of the customer originating the call rather than based upon the number called (keeping in mind that the called number is universally 911, which terminates to the applicable PSAP). Intercarrier compensation does not apply to these calls. In other words, carriers do not charge originating or terminating switched access for these calls to each other or any third party, such as an interexchange carrier. E911 calls are also not considered 251(b)(5) traffic subject to reciprocal compensation.

## **PENDING DISPUTES**

It is critical to understanding the disputes between Embarq and Intrado to recognize that the obligations and duties of each party depend upon which party is acting as the Wireline E911 Network provider at any given point in time. This role may vary between the parties from one serving area to the next (and from time to time) depending on which party has entered into a contract with the PSAP for that particular area. Or,

both parties might be acting as a Wireline E911 Network providers at the same time for different PSAPs in adjoining areas.

The obligations and duties of each party also depend upon the particular service arrangements in question, which could potentially include any or all of the following scenarios:

- (1) Intrado Providing Local Voice Service to End User Customers. Under such circumstances, Intrado would have a statutory obligation to provide the users with access to E911 service. Dedicated, one-way, E911 trunks are typically used to carry emergency calls from a LEC's switch to the E911 router. Facilities are also needed for the LEC to upload its end user information into the ALI database. These arrangements are provided through 251(c) interconnection agreements and tariffed services.
- (2) Router to Router and ALI Steering Arrangements. When both parties are acting as Wireline E911 Network providers for different PSAPs in adjoining areas, industry practices have often involved connections between routers and/or databases for various purposes that will be described further in this Response. Such arrangements have typically been handled under commercial contracts outside the context of 251(c).
- (3) Intrado Acting as the Wireline E911 Network Provider. If a PSAP that provides emergency services to Embarq's end users enters into a contract with Intrado that designates Intrado as the Wireline E911 Network provider, then Intrado will have an obligation to provide Embarq with

access to Intrado's Selective Router. Because Intrado is not an ILEC, it is doubtful that such arrangements would be governed by 251 of the Act.

Intrado's petition does not do a good job of distinguishing between these different arrangements, and it incorrectly assumes that these different arrangements should be governed under a single agreement that is subject, in its entirety, to arbitration under 251 and 252 of the Act. This leads to confusion, misunderstanding, and misapplication of concepts and perceived obligations. A more detailed description and analysis of each of these scenarios is included as Attachment 2 to this Response.

### **RESPONSE TO SPECIFIC ISSUES**

In its Petition, Intrado has identified broadly several issues it represents as unresolved. As discussed in Embarq's December 17, 2007 Motion to Dismiss, Intrado never presented the majority of these issues to Embarq prior to filing the arbitration, so Embarq was never given an opportunity to formulate a position or response to these issues prior to the initiation of this arbitration. In this context, Embarq will attempt to briefly state its position on the issues identified by Intrado, with the caveat that these positions are, by necessity, preliminary positions. Embarq reserves the right to alter or expand on these positions in future filings. In addition, for the purposes of this Response, Embarq has reiterated the statement of the issues as presented in Intrado's petition. Embarq reserves the right to suggest different wording for the issues at the appropriate time. Finally, Embarq has prepared a Matrix, included as Attachment 3 to this Response, which details each change Intrado has suggested in its November 27 redline of the interconnection agreement, identifies whether the proposed change was previously

discussed by the parties, presents Embarq's position on the suggested change and identifies which of the three scenarios described above is applicable to the issue.

**Issue 1: Intrado is Entitled to Section 251(c) Interconnection and Section 252 Arbitration**

**Issue Presented:** N/A

**Embarq's Position:** Embarq has sought to negotiate with Intrado on the same basis that has Embarq has conducted business with other providers of emergency services. Some of the technical arrangements proposed by Intrado are currently handled by Embarq under commercial agreements with other providers (including Intrado), some of the services are appropriately available under tariff, and other portions of Intrado's proposals are appropriately the subject of a 251(c) interconnection agreement.

**Issue 2: Intrado is a Telecommunications Carrier Offering Telephone Exchange Service, Exchange Access, and Telecommunications Services**

**Issue Presented:** Whether Embarq may deny Intrado its rights under Sections 251(c) and 252 of the Act or Florida law by claiming that Intrado (1) does not offer telephone exchange service or exchange access and (2) does not serve retail end users.

**Embarq's Position:** The fact that Intrado is certificated as a CLEC in Florida is not dispositive of the issue concerning whether Intrado is entitled to interconnection under section 251(c) of the Act for *all* of the services it proposes to provide. While some of the services Intrado has requested from Embarq are governed by Embarq's obligations under section 251(c), many of the services Intrado has requested are not and, instead, arrangements for provision of those services should be established through commercial agreements.

### **Issue 3: Section 251(c) Interconnection Agreements Can Go Beyond Section 251(c) and Section 252 Arbitration Process is Not Limited to Section 251(c) Obligations**

**Issue Presented:** Whether Intrado is entitled to arbitration pursuant to Section 252 of the Act or Section 364.162.<sup>7</sup>

**Embarq's Position:** Embarq does not disagree that voluntarily negotiated provisions of interconnection agreements can go beyond section 251(c). If the parties voluntarily agree to negotiate such provisions, they can be included in any arbitration filed in accordance with section 252. In this case, Embarq has not agreed to include the services Intrado has requested outside the scope of section 251 (c) in this negotiation initiated under the provisions of section 251. Intrado cannot unilaterally force Embarq to negotiate such provisions in a 252 arbitration.<sup>8</sup>

Prior to filing the arbitration, Intrado never raised the issue of the applicability of section 364.162 to the parties' interconnection negotiations. The provisions of section 364.162 differ markedly from the provision of sections 251 and 252, both substantively and procedurally. To the extent Intrado intends to pursue interconnection under this provision, rather than the federal law provisions identified in its initial request, Intrado must properly initiate and frame these negotiations.

### **Issue 4: Local Interconnection Arrangements (Section 55.1)**

**Issue Presented:** Whether 911 Service and E911 Service should be included in the section regarding local interconnection and whether one-way trunks should be used by

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<sup>7</sup> Whether the provisions of section 364.162 apply to this arbitration is a separate issue from the issue of whether section 252 of the federal act applies and should be identified as such.

<sup>8</sup> See, *Coserv v. SBT*, 350 F. 3d 482 (5<sup>th</sup> Cir. 2003) in which the Fifth Circuit held that a CLEC could not unilaterally insert into a 252 arbitration an issue outside the scope of §251 (b) and (c) if the ILEC did not voluntarily agree to include the issue in the arbitration.

the Parties for the interconnection of the Parties' 911/E911 networks and E911 Tandems through inter-Selective Router trunking.

**Embarq's Position:** The interconnection arrangements proposed by Intrado are not governed by section 251 (b) or (c) and are not properly included in negotiations initiated or arbitrated under these provisions. However, Embarq is willing to discuss the merits of the proposed arrangements with Intrado on a commercial basis, outside the context of a 251/252 arbitration.

**Issue 5: Interconnection of Embarq's Network to Intrado Network, Technical Requirements for Interconnection, Point of Interconnection, and Mid-Span Meet (Sections 55.2, 55.3, 55.4 80.1)**

**Issue Presented:** What is the most efficient, cost-effective physical architecture arrangement to achieve the greatest benefit for consumers.

**Embarq's Position:** Intrado incorporates numerous distinct issues under the umbrella of this broad topic. Please see the Matrix included as Attachment 3 for Embarq's comments related to each specific change to the interconnection agreement proposed by Intrado, corresponding to the interconnection agreement sections noted above.

**Issue 6: Inter-Selective Router Trunking (Section 55.5)**

**Issue Presented:** Whether the Parties should implement Inter-Selective Router Trunking to allow emergency calls to be transferred between Selective Routers and the PSAPs connected to those Selective Routers while retaining the critical information associated with the emergency call.

**Embarq's Position:** The interconnection arrangements proposed by Intrado are not governed by section 251 (b) or (c) and are not properly included in negotiations initiated or arbitrated under these provisions. However, Embarq is willing to discuss the merits of

the proposed arrangements with Intrado on a commercial basis, outside the context of a 251/252 arbitration.

**Issue 7: Indirect Traffic (Section 60)**

**Issue Presented:** Whether the provisions regarding indirect traffic pertain to the indirect exchange of 911 Service or E911 Service calls.

**Embarq's Position:** The changes proposed by Intrado are inappropriate because E911 traffic is not indirect traffic.

**Issue 8: Intrado's Right to 911 and E911 Services from Embarq (Section 75.1)**

**Issue Presented:** Whether the Parties are required to make certain services and functions available to each other on a reciprocal basis.

**Embarq's Position:** Section 75 includes the terms and conditions for providing 911 and E911 for Scenario 1, described in the summary of the Pending Disputes section of this Response beginning on page 6, 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. Also, to the extent Embarq seeks interconnection with Intrado under Scenario 3, described in the summary of the "Pending Disputes" section on page 6, that should be done via a commercial agreement.

**Issue 9: Basic 911 and E911 Service (Sections 74.15, 75.2.3-75.2.5)**

**Issue Presented:** 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 and whether Embarq is required to designate a contact to provide information to Intrado regarding 911 and E911 calls.

**Embarq's Position:** Again, Intrado has combined numerous distinct issues under this single broad topic. Please refer to the Matrix included as Attachment 4 for Embarq's position on each issue corresponding to the relevant section of the agreement.

**Issue 10: Basic 911 and E911 Databases (Section 75.2.6)**

**Issue Presented:** How the Parties will obtain access to each other's basic 911 and E911 databases.

**Embarq's Position:** Please see the Matrix included as Attachment 3 for Embarq's position on each of the distinct issues encompassed by Intrado's proposed changes to Section 75.2.6 of the interconnection agreement.

**Issue 11: MSAG and SIG (Sections 1.76, 1.111 and 72.3)**

**Issue Presented:** Whether the term "MSAG" should be used instead of "SIG" and whether both Parties have obligations to provide MSAG updates to each other.

**Embarq's Position:** Please see the Matrix included as Attachment 3 for Embarq's position on each of the distinct issues encompassed by Intrado's proposed changes to the cited sections of the interconnection agreement.

**Issue 12: 911 and E911 Related Definitions (Sections 1.9, 1.46, 1.50, 1.55, 1.81, 1.96, 1.100, 1.101, 1.104, 1.106, 1.108)**

**Issue Presented:** Whether certain definitions related to the Parties's provision of 911 and E911 Service should be included in the interconnection agreement and what definitions should be used.

**Embarq's Position:** Please see the Matrix included as Attachment 3 for Embarq's position on each of the distinct issues encompassed by Intrado's proposed changes to the cited sections of the interconnection agreement.

### **Issue 13: Intercarrier Compensation (Section 56.11)**

**Issue Presented:** Whether 911 Service and E911 Service calls exchanged between Intrado and Embarq should be subject to intercarrier compensation.

**Embarq's Position:** Embarq agrees that it is inappropriate for any party to attempt to extract compensation from another party for 911 calls.

### **Issue 14: Term and Termination (Sections 5.1, 5.3, 5.5, 96.1)**

**Issue Presented:** The issues presented are (1) what term should apply to the interconnection agreement; (2) whether Embarq can delay the effective date of the interconnection agreement based on unrelated past due obligations with Embarq or any of its affiliates; (3) whether the requirement to establish a customer account should be reciprocal; (4) whether Embarq may unilaterally dictate when Intrado initiates service by having the unilateral right to terminate the agreement (5) whether Embarq may terminate the agreement based on information it locates in public sources regarding Intrado; (6) whether Embarq must provide certain notices to Intrado when Embarq intends to sell its assets; and (7) whether Embarq may terminate the agreement without notice to Intrado in the event of Intrado's bankruptcy.<sup>9</sup>

**Embarq's Position:** Please see the Matrix included as Attachment 3 for Embarq's position on each of the distinct issues encompassed by Intrado's proposed changes to the cited sections of the interconnection agreement.

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<sup>9</sup> Obviously, what Intrado presents as a single topic encompasses several distinctly separate issues. Embarq has followed Intrado's presentation of a single topic to maintain consistency with Intrado's Petition.

### **Issue 15: Post-Expiration Interim Service Arrangements (Sections 6.2, 6.3.2)**

**Issue Presented:** Whether Embarq may arbitrarily terminate its provision of critical services to Intrado after expiration of the agreement and whether Embarq may unilaterally dictate the terms and conditions on which it will provide services to Intrado after expiration of the agreement.

**Embarq's Position:** Please see the Matrix included as Attachment 3 for Embarq's position on each of the distinct issues encompassed by Intrado's proposed changes to the cited sections of the interconnection agreement.

### **Issue 16: Billing and Payment of Intrado Charges and Dispute Resolution (Sections 7.1-7.10, 25.3)**

**Issue Presented:** Whether the interconnection agreement should include reciprocal language governing the billing, payment, and dispute resolution process for both Parties.

**Embarq's Position:** Embarq generally accepts the concept of reciprocity. But, please see the Matrix included as Attachment 3 for Embarq's position on each of the distinct issues encompassed by Intrado's proposed changes to the cited sections of the interconnection agreement, because some of Intrado's proposed changes to these sections go beyond the concept expressed in Intrado's statement of the issue.

### **Issue 17: Audits (Section 8.1)**

**Issue Presented:** Whether audits should be performed by independent, third-party auditors.

**Embarq's Position:** Embarq opposes this suggested change because it imposes a requirement that unnecessarily increases the costs of such audits. Audit provisions that do not require a third party are standard throughout the industry, and any confidentiality concerns that Intrado may have are covered by other provisions of the Agreement.

### **Issue 18: Intellectual Property (Sections 9.2, 9.5, 9.6)**

**Issue Presented:** Whether the language governing intellectual property rights should be reciprocal.

**Embarq's Position:** Embarq is okay with these modifications.

### **Issue 19: Limitation of Liability (Section 10.2)**

**Issue Presented:** Whether the language governing limitation of liability should apply equally to both parties.

**Embarq's Position:** Embarq is okay with these modifications.

### **Issue 20: Indemnification (Sections 11.7, 11.9-11.13, 93)**

**Issue Presented:** There are three issues: (1) whether the indemnification language should be reciprocal; (2) whether certain indemnification provisions should be qualified as only applying to Intrado's use of physical collocation; and (3) whether the indemnification language needs to be repeated in the physical location (sic) section of the interconnection agreement.

**Embarq's Position:** Please see the Matrix included as Attachment 3 for Embarq's position on each of the distinct issues encompassed by Intrado's proposed changes to the cited sections of the interconnection agreement.

### **Issue 21: Insurance (Sections 12.7, 12.9)**

**Issue Presented:** Whether Intrado's liability to Embarq should be limited by the amounts of insurance Intrado carries and whether the insurance provisions of the interconnection agreement should be consistent with the certificate of insurance ("COI") forms Intrado is required to complete.

**Embarq's Position:** Intrado has not provided any rationale for why Embarq should bear the burden for any liability caused by Intrado in situations where the damages caused by Intrado exceeds any policy of insurance that Intrado carries. Intrado's proposed deletion of Section 12.7 is nothing more than an improper attempt to shift this risk and responsibility to Embarq, and to effectively make Embarq an uncompensated insurer of Intrado's negligence.

#### **Issue 22: Modification of Parties' Networks (Section 54)**

**Issue Presented:** Whether Intrado is permitted to make modification to its network in the same manner as Embarq is permitted to do.

**Embarq's Position:** Embarq cannot agree to the terms without further discussion and explanation. Generally, Embarq's position is that all parties should work together in the provision of 911 services. No party has a unilateral right to change its technology and force other carriers to incur costs and upgrade their equipment.

#### **Issue 23: Forecasting (Section 58.3, 58.6, 58.7)**

**Issue Presented:** Whether Embarq is required to provide forecasts for E911 trunks to Intrado and whether the forecasting provisions should be reciprocal.

**Embarq's Position:** Please see the Matrix included as Attachment 3 for Embarq's position on each of the distinct issues encompassed by Intrado's proposed changes to the cited sections of the interconnection agreement.

#### **Issue 24: Ordering Processes (Section 72.14)**

**Issue Presented:** Whether the process for Embarq ordering services from Intrado should be included in the interconnection agreement.

**Embarq's Position:** If Embarq does indeed need to order services from Intrado it will do so via the appropriate systems and processes. However, Embarq cannot agree to include these terms in a 251(c) agreement. The terms should be negotiated in a commercial agreement.

#### **Issue 25: Pricing and Other Attachments**

**Issue Presented:** What Embarq will charge Intrado for interconnection and unbundled network elements (“UNEs”) and what list of wire centers should be included in the interconnection agreement.

**Embarq's Position:** Embarq proposes to charge its standard rates for the provision of services governed by 251(c) of the Act. The prices for other services should be negotiated as commercial arrangements or should be the prices set forth in the applicable Embarq tariffs.

#### **Issue 26: Definition of “Central Office Switch” and “Tandem Office Switch” (Sections 1.19, 1.114)**

**Issue Presented:** Whether the definitions of “Central Office Switch” and “Tandem Office Switch” should be modified to include E911 Tandem Switches or Selective Routers and whether the definition of “Tandem Office Switch” should be modified to include PSAPS.

**Embarq's Position:** Please see the Matrix included as Attachment 3 for Embarq's position on each of the distinct issues encompassed by Intrado's proposed changes to the cited sections of the interconnection agreement.

### **Issue 27: Definition of Common Transport (Section 1.28)**

**Issue Presented:** Whether the definition of “Common Transport” should be limited to Embarq’s network and whether the definition should include remote switches.

**Embarq’s Position:** Please see the Matrix included as Attachment 3 for Embarq’s position on Intrado’s proposed changes to the cited section of the interconnection agreement.

### **Issue 28: Definition of “End User” (Section 1.54)**

**Issue Presented:** Whether the agreement should contain a definition of “End-User” and what definition should be used.

**Embarq’s Position:** Intrado’s proposed definition is overly broad. Embarq and Intrado both sell services to carriers, which are not end users as the term is generally understood. The myriad of replacements throughout the document proposed by Intrado as a result of adding this definition (i.e., changing “customer” or “subscriber” to “end user”) are therefore inappropriate in many cases.

### **Issue 29: Definition for “Internet Protocol” and “Voice over Internet Protocol” (Sections 1.68, 1.127)**

**Issue Presented:** Whether the interconnection agreement should contain definitions for “Internet Protocol” and “Voice over Internet Protocol” and what definitions should be used.

**Embarq’s Position:** Please see the Matrix included as Attachment 3 for Embarq’s position on each of the distinct issues encompassed by Intrado’s proposed changes to the cited sections of the interconnection agreement.

### **Issue 30: Definition of “Technically Feasible” (Section 1.116)**

**Issue Presented:** Whether the definition of “Technically Feasible” should refer to the FCC’s rules.

**Embarq’s Position:** Please see the Matrix included as Attachment 3 for Embarq’s position on Intrado’s proposed changes to the cited section of the interconnection agreement.

### **Issue 31: Cover Page and Whereas Clauses**

**Issue Presented:** Whether Embarq can include language on the cover page of the agreement limiting Intrado’s rights and whether the Whereas clauses should be consistent with the services to be offered by the Parties and the Parties’ obligations under the interconnection agreement.

**Embarq’s Position:** The language on the cover page is intended to reflect Embarq’s position related to the purpose and intent of the draft interconnection agreement. It is not a part of the interconnection agreement executed by the parties and filed with the state commission. Embarq does not object to the additional language in the Whereas clause proposed by Intrado in its November 27 redlines.

### **Issue 32: Call-Related Databases (Section 69.1)**

**Issue Presented:** Whether the interconnection agreement should clarify that certain call-related databases are still governed by Section 251 of the Act.

**Embarq’s Position:** Embarq proposes to substitute the following terms for that recommended by Intrado:

Call-related databases under this Part I exclude E911 databases.

Further, Embarq proposes 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).

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.

### **Issue 33: Brokers and Agents (Section 98.1)**

**Issue Presented:** Whether Intrado is required to warrant that it did not have dealings with a broker or agent in connection with the interconnection agreement.

**Embarq’s Position:** Embarq proposes the following alternative language:

Intrado 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 with respect to this Agreement or the negotiation thereof.

### **Issue 34: Capitalization and Consistency of Definitions**

**Issue Presented:** Whether certain terms of the interconnection agreement should be capitalized and used consistently throughout the agreement.

**Embarq’s Position:** The inclusion of this issue as an “unresolved” issue emphasizes the prematurity of Intrado’s request for arbitration and also the lack of good faith exhibited by Intrado in the negotiation of this agreement. The issue primarily addresses technical corrections rather than substantive issues. Had Intrado appropriately brought these discrepancies to Embarq’s attention at any point in the negotiation process, Embarq would have willingly accepted the corrections. Instead, Intrado has chosen to waste Embarq’s and the Commission’s time and resources to address these corrections as an

issue in the arbitration. As far as the substitution of the term “End User” for “customer” or “subscriber” please see Embarq’s Position on Issue 28.

## **CONCLUSION**

Intrado improperly included in its arbitration petition a multitude of issues that it had never presented to Embarq during 160 day period allotted by the Act for negotiations. In addition, Intrado as inappropriately included in its Petition numerous issues that are not properly addressed in a 251/252 arbitration. For these reasons Embarq has requested in its previously filed Motion to Dismiss, Intrado’s Arbitration Petition should be dismissed. However, to meet the Act’s time frame for filing a Response to the Arbitration Petition, Embarq has endeavored to articulate a preliminary position to each of the issues Intrado has raised. Embarq reserves the right to alter or expand on its positions in future filings and to suggest revisions to Intrado’s statement of the issues at the appropriate time.

Respectfully submitted this 21st day of December 2007.

s/Susan S. Masterton  
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COUNSEL FOR EMBARQ FLORIDA,  
INC.

Docket No.: 070699-TP  
Attachment No.: 1  
Embarq's Response to Intrado's Arbitration

## **E911 Services Agreement**

This Services Agreement (the "Agreement"), dated this 30th day of September, 2005 ("Effective Date"), is entered into by and between Intrado Inc. ("Customer"), a Delaware corporation, and the Sprint local operating companies listed on Exhibit 1.

WHEREAS, the Federal Communications Commission issued an Order in Docket No. 05-196 requiring that interconnected VoIP providers make available certain E911 services, and

WHEREAS, Customer desires access to the E911 network systems and databases established and maintained by Sprint to enable Customer to provide E911 Service to its end users; and

WHEREAS, Sprint is willing to provide Customer access to the E911 network systems and databases established and maintained by Sprint.

THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Sprint agree as follows:

### 1. Definitions

- 1.1. "911 Records" are the Customer shell records to be provided to the 911 database owner for inclusion in the E911 database.
- 1.2. "911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 Service.
- 1.3. "911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) or the Calling Party Number (CPN) associated with a call to 911 from a Customer's Interconnection Point to the E911 system.
- 1.4. "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights.
- 1.5. "Automatic Location Identification" or "ALI" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary Emergency Services information.
- 1.6. "Automatic Number Identification" or "ANI" means the telephone number associated with the access line from which a call to 911 originates.
- 1.7. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.

- 1.8. "Customer Proprietary Network Information" ("CPNI") is as defined in the 47 U.S.C. 222.
- 1.9. "Day" means calendar days unless otherwise specified.
- 1.10. "Database Management System" or "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 911 systems.
- 1.11. "E911 Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") means a service whereby a public safety answering point ("PSAP") answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification, Automatic Location Identification, and/or Selective Routing.
- 1.12. "Effective Date" is the date as specified above.
- 1.13. "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 1.14. "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).
- 1.15. "Incumbent Local Exchange Carrier" ("ILEC") is as defined in 47 U.S.C. 251(h)(1).
- 1.16. "IP" or "Interconnection Point" is an agreed upon point of demarcation where the networks of the Parties interconnect for Customer to hand Sprint 911 calls.
- 1.17. "National Emergency Number Association" or "NENA" is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA sets standards and provides technical assistance for implementing and managing 911 systems.
- 1.18. "Parties" means, jointly, Sprint and Customer, and no other entity, affiliate, subsidiary or assign.
- 1.19. "Party" means either Sprint or Customer, and no other entity, affiliate, subsidiary or assign.
- 1.20. "Public Safety Answering Point" or "PSAP" means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

- 1.21. “Selective Router” or “SR” means the equipment used to route a 911 call to the proper PSAP based upon the ANI of the calling party.
- 1.22. “Selective Routing” means the routing of a 911 call to the proper PSAP based upon the calling party number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.
- 1.23. “Services” means the services provided to Customer by Sprint under this Agreement.
- 1.24. “Tariffs” means the Sprint local exchange carrier Tariffs filed at the state or federal level for the provision of a Telecommunications Service that may include the terms, conditions and pricing of that service. A Tariff may be required or voluntary and may or may not be specifically approved by the appropriate state commission or Federal Communications Commission (“FCC”).
- 1.25. “Telecommunications” is as defined in 47 C.F.R. 153(43).
- 1.26. “Telecommunications Service” is as defined in 47 C.F.R. 153(46).

2. Term

- 2.1. The term of this agreement is two (2) years commencing on the Effective Date and continuing until September 29, 2007.

3. Products and Services

3.1 Sprint will provide Customer the Services set forth in the Agreement for the purpose of providing E911 services to Customer’s end-user customers. The rates for the Services are listed in Exhibit 2 that is made a part of and incorporated into this Agreement.

4. Charges

- 4.1. In consideration of the Services provided by Sprint under this Agreement, Customer shall pay the charges set forth in this Agreement.
- 4.2. Subject to the terms of this Agreement, the Customer shall pay invoices in full in U.S. currency by the due date shown on the invoice. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be due the next Business Day.
- 4.3. If an undisputed invoice is not paid within sixty (60) Days after the bill date, Sprint may suspend processing new orders and cancel any pending orders.
- 4.4. If an undisputed invoice remains delinquent ninety (90) Days after the bill date, Sprint may terminate all Services under this Agreement.
- 4.5. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the provisions governing dispute resolution of this Agreement.

- 4.5.1. Itemized, written disputes must be filed with Sprint's National Exchange Access Center ("NEAC"), National Access Service Center ("NASC"), or appropriate equivalent center no later than the due date of the related invoice. A copy of the dispute must be sent with the remittance of the remainder of the invoice. Both Parties will in good faith investigate and attempt to promptly resolve any disputed charges. Once resolved, Customer will promptly pay any amounts owed to Sprint and Sprint will issue any refunds and/or credits due to Customer.
  - 4.5.2. After attempting to resolve the dispute in accordance with Section 8, either Party may take appropriate legal action to recover amounts it believes it is due and if it is determined that any amount is due to the other, the Party will pay that amount, plus interest on the amount due calculated per this section, from the date of Customer's payment or Sprint's notification, as applicable. If Customer fails to dispute any charge within 180 days of the date the charge is first invoiced, Customer waives its right to dispute the charge.
- 4.6. Sprint will assess late payment charges to Customer until the undisputed amount due is paid in full. Such late payment charges will be calculated using a rate equal to the lesser of:
    - 4.6.1. the total amount due times the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date, including the date the customer actually makes the payment to Sprint; or
    - 4.6.2. the total amount due multiplied by a factor of 0.000329 times the number of days which occurred between the payment due date and (including) the date Customer actually makes the payment to Sprint.
  - 4.7. Collection From End Users. If Customer resells Services or provides Services to its affiliates, subsidiaries, other VoIP Providers, or other end users, Customer may not deduct from the amounts it owes to Sprint on its Sprint invoice any amounts that it cannot collect from those end users, affiliates, or subsidiaries, including, but not limited to, fraudulent charges and for billing adjustments or credits it grants end users, including adjustments for fraudulent charges.

## 5. Security Deposit

- 5.1. Sprint may secure the account with a security deposit, unless Customer has established satisfactory credit through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint. A payment is not considered current in any month if it is made more than thirty (30) Days after the bill date.
- 5.2. If a security deposit is required, such security deposit shall take the form of cash, cash equivalent, or other form of security acceptable to Sprint.
- 5.3. If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If a security deposit is requested for an existing account, payment of the security deposit will be made prior to acceptance by Sprint of additional orders for service.

- 5.4. The security deposit shall be two (2) months' estimated billings, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.
- 5.5. The fact that a security deposit has been made in no way relieves Customer from its obligation to pay invoices hereunder.
- 5.6. Sprint may increase the security deposit requirements when, in Sprint's reasonable judgment, changes in Customer's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. If payment of the additional security deposit amount is not made within 30 days of the request, Sprint may stop processing orders for service and Customer will be considered in breach of the Agreement.
- 5.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to Customer. Sprint may exercise its right to credit any cash deposit to Customer's account upon the occurrence of any one of the following events:
  - 5.7.1. when Customer's undisputed balances due to Sprint are more than thirty (30) Days past due; or
  - 5.7.2. when Customer files for protection under the bankruptcy laws; or
  - 5.7.3. when an involuntary petition in bankruptcy is filed against Customer and is not dismissed within sixty (60) Days;
  - 5.7.4. when this Agreement expires or terminates.
- 5.8. Any security deposit may be held during the continuance of the Service as security for the payment of any and all amounts accruing for the Service. No interest will accrue or be paid on deposits. Cash or cash equivalent security deposits will be returned to Customer when Customer has made current undisputed payments for Services to Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months.

## 6. Implementation

- 6.1. The Parties understand that the arrangements and provision of Services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties will work cooperatively to implement this Agreement and Customer will provide Sprint the information necessary to establish and maintain Customer's account and Services under this Agreement.

## 7. Taxes

- 7.1. Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including Tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or

sought to be imposed, on or with respect to the Services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

7.2. Taxes and Fees Imposed Directly On Either Sprint or Customer.

7.2.1. Taxes and fees imposed on Sprint, which are not permitted or required to be passed on by Sprint to its customer, shall be borne and paid by Sprint.

7.2.2. Taxes and fees imposed on Customer, which are not required to be collected and/or remitted by Sprint, shall be borne and paid by Customer.

7.3. Taxes and Fees Imposed on Customer but Collected And Remitted By Sprint.

7.3.1. Taxes and fees imposed on Customer shall be borne by Customer, even if the obligation to collect and/or remit such taxes or fees is placed on Sprint.

7.3.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, Customer shall remain liable for any such taxes and fees regardless of whether they are actually billed by Sprint at the time that the respective service is billed.

7.3.3. If Customer determines that in its opinion any such taxes or fees are not payable, Sprint shall not bill such taxes or fees to Customer if Customer provides written certification, reasonably satisfactory to Sprint, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that Customer has determined and certified not to be payable, or any such tax or fee that was not billed by Sprint, Customer may contest the same in good faith, at its own expense. In any such contest, Customer shall promptly furnish Sprint with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between Customer and the taxing authority.

7.3.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of Sprint during the pendency of such contest, Customer shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

7.3.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, Customer shall pay such additional amount, including any interest and penalties thereon.

7.3.6. Notwithstanding any provision to the contrary, Customer shall protect, indemnify and hold harmless (and defend at Customer's expense) Sprint from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by Sprint in connection with any claim for or contest of any such tax or fee.

7.3.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.

7.4. Taxes and Fees Imposed Sprint But Passed On To Customer.

7.4.1. Taxes and fees imposed on Sprint, which are permitted or required to be passed on by Sprint to its customers, shall be borne by Customer.

7.4.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, Customer shall remain liable for any such taxes and fees regardless of whether they are actually billed by Sprint at the time that the respective service is billed.

7.4.3. Disputes regarding Sprint's determination as to the application or basis for any such tax or fee shall be resolved pursuant to the Dispute Resolution provisions hereof.

7.4.4. Where such contest is undertaken at the request of Customer, and in the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of Sprint during the pendency of such contest, Customer shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

7.4.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, Customer shall pay such additional amount, including any interest and penalties thereon.

7.4.6. Notwithstanding any provision to the contrary, Customer shall protect, indemnify and hold harmless (and defend at Customer's expense) Sprint from and against any such tax or fee, interest or penalty thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by Sprint in connection with any claim for or contest of any such tax or fee.

7.4.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.

7.5. Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party

shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

8. Dispute Resolution.

8.1. Option to Negotiate Disputes.

8.1.1. The Parties shall resolve any issue, dispute, or controversy arising out of or relating to this Agreement using the following procedures. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within 10 days after delivery of such notice, representatives of both Parties may meet at a mutually acceptable time and place, and as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute in good faith.

8.1.2. A Party will provide at least 2 Business Days' advance written notice if it intends to be accompanied at a meeting by an attorney, and the other Party may also be accompanied by an attorney. All negotiations under this Section are confidential and will be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any state rules of evidence.

8.2. Arbitration. Subject to Section 8.1.1, any dispute arising out of or relating to this Agreement may, at the option of the Parties, be finally settled by private arbitration. Any arbitration must be held in accordance with the rules of the American Arbitration Association, and governed by the United States Arbitration Act, 9 U.S.C. Sec. 1, et seq.

9. Disclaimer of Warranties

9.1. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF INTELLECTUAL PROPERTY NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

10. Performance Measures. No performance measures or related incentive payments apply to Services provided under this Agreement.

11. Trademarks. Neither Party will use the service marks, trademarks, trade secrets, name, logos, or carrier identification code ("CIC") of the other Party or any of its affiliates for any purpose, without the other Party's prior written consent.

12. Publicity. Neither Party will, without the other Party's prior written consent, make any public announcement, denial or confirmation concerning this Agreement. In no event shall either

Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

13. Termination.

13.1. If a Party defaults in the performance of any material provision of this Agreement, and such default is not cured thirty (30) Days, after notice specifying, in reasonable detail, the nature of the default, then the non-defaulting Party may by further notice terminate for cause the Agreement.

13.2. Sprint may immediately terminate this Agreement or discontinue Services if Customer fails to cure its breach of the payment terms within fifteen (15) Days after written notice from Sprint.

13.3. Sprint may terminate this Agreement without liability with at least 30 days notice to Customer if:

13.3.1. Customer does not meet its undisputed obligations, including judgments, to third parties as those obligations become due; or

13.3.2. Customer becomes subject of a bankruptcy, insolvency, administration, reorganization or liquidation proceeding, or any other similar or related company reconstruction, receivership or administration action, whether voluntary or involuntary; or

13.3.3. Customer makes an assignment for the benefit of creditors; or

13.3.4. If Customer becomes insolvent. "Insolvent" means:

13.3.4.1. Customer does not meet its undisputed obligations, including judgments, to third parties as those obligations become due,

13.3.4.2. Customer's stock is removed or delisted from a trading exchange,

13.3.4.3. Customer's long-term debt goes on a watch or warning list, or

13.3.4.4. Customer's long-term debt rating is downgraded more than two levels from its debt rating as of the Effective Date.

13.4. Notwithstanding termination of the Agreement in this Section, Customer will remain liable for all undisputed invoices, charges, and services provided up to the termination date.

13.5. Termination of this Agreement is without prejudice to any other right or remedy of the Parties. Termination of this Agreement for any cause does not release either Party from any liability that

- 13.5.1. at the time of termination, has already accrued to the other Party;
  - 13.5.2. may accrue in respect of any act or omission before termination; or
  - 13.5.3. from any obligation that is expressly stated to survive termination.
- 13.6. Notwithstanding, should Sprint sell or trade all or substantially all of the assets in an exchange or group of exchanges that Sprint uses to provide the Services or ceases to be the provider of the Services, this Agreement is terminated in whole or in part as to that particular exchange or group of exchanges.
14. Confidentiality. If the Parties have not executed a mutual non-disclosure agreement, the following provisions will govern the exchange of information.
- 14.1. During the course of this Agreement, either Party may receive or have access to Confidential Information of the other. "Confidential Information" means any confidential information or data disclosed by a Party ("Disclosing Party") to the other Party ("Recipient") under or in contemplation of this Agreement, which (a) if in tangible form or other media that can be converted to readable form is clearly marked as Confidential, proprietary, or private when disclosed; or (b) if oral or visual, is identified as Confidential, proprietary, or private on disclosure. Confidential Information includes, but is not limited to, orders for services, usage information in any form, and CPNI as that term is defined in 47 U.S.C. 222 and the rules and regulations of the FCC.
  - 14.2. During the term of this Agreement, and for a period of five (5) years thereafter, Recipient shall use Confidential Information only for the purpose of performing under this Agreement, hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
  - 14.3. "Confidential Information" will not include, and the obligations of this Section 15 will not apply to, any information or data which the Recipient can demonstrate:
    - 14.3.1. was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,
    - 14.3.2. becomes publicly known or available through no breach of this Agreement by Recipient,
    - 14.3.3. was received from a third party who does not owe any duty to the Disclosing Party (directly or indirectly) with respect to such information
    - 14.3.4. is rightfully acquired by Recipient free of restrictions on its Disclosure, or
    - 14.3.5. is independently developed by Recipient without the use of Disclosing Party's Confidential Information.
  - 14.4. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, but only to the extent and for the purposes of such required disclosure, and only if the Recipient first promptly notifies the Disclosing Party of the

need for such disclosure and allows the Disclosing Party a reasonable opportunity to seek an appropriate protective order.

14.5. Each Party agrees that in the event of a breach of this Section 14 by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

14.6. Except as otherwise expressly provided in this Section 14, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation 47 U.S.C. 222.

14.7. If any material non-public information is disclosed, the Receiving Party agrees that it will comply with SEC Regulation FD (Fair Disclosure), and refrain from trading in the Disclosing Party's stock until that material non-public information is publicly disseminated.

## 15. Limitation of Liability

15.1. Neither Party shall be responsible to the other for any indirect, special, incidental, consequential or punitive damages, including, but not limited to, lost profits, lost revenues, loss of business opportunity or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Section 16 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing in no event shall Sprint's liability to Customer for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

15.2. Each of the Local Operating Companies is responsible for the obligations and liabilities related thereto arising from services provided within its certificated serving territory and this Agreement. No obligation is incurred or liability accepted for services provided outside a Local Operating Company's certificated territory. A default by one Local Operating Company will not constitute or serve as a basis for default by any other Local Operating Company.

## 16. Indemnification

16.1. Each Party agrees to indemnify and hold harmless the other Party from and against all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) for damage to tangible personal or real property and/or personal injuries to the extent caused by the gross negligence or willful misconduct or omission of the indemnifying Party.

16.2. Customer shall indemnify and hold harmless Sprint from all claims by Customer's subscribers related to services provided under this Agreement, except to the extent such claim(s) arise out of Sprint's gross negligence or willful misconduct or omission.

16.3. Sprint shall indemnify and hold harmless Customer from all claims by Sprint's subscribers related to services provided under this Agreement, except to the extent such claim(s) arise out of Customer's gross negligence or willful misconduct or omission.

16.4. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims.

16.5. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

17. Cooperation On Fraud. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

18. Notices.

18.1. For all written notices sent to the address below using certified mail, or delivered in person, notice shall be effective when sent.

| If to<br>Sprint: | Director – Wholesale &<br>Interconnection Management<br>Sprint<br>6450 Sprint Parkway<br>KSOPHN0116-1B671<br>Overland Park, KS 66251 | If to<br>Customer: | Intrado Inc.<br>1601 Dry Creek Drive<br>Longmont, CO 80503<br>Attn: General Counsel<br>Copy to: Chief Financial Officer |
|------------------|--|--------------------|---|
|------------------|--|--------------------|---|

18.2. If delivery, other than certified mail is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

19. Amendment. This Agreement may only be modified by a written amendment signed by an authorized representative of each Party.

20. Assignment.

20.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other

Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Customer or Sprint and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

- 20.2. Except as provided above, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void.
21. Severability. If any provision of this Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the Parties will negotiate a mutually acceptable replacement provision consistent with the Parties' original intent.
22. Survival. The terms and conditions of this Agreement regarding confidentiality, indemnification, warranties, payment and all other that by their content are intended to survive the expiration or termination of this Agreement will survive and continue in effect.
23. Waiver.
  - 23.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.
  - 23.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall constitute as a general waiver or relinquishment of such term, right or condition.
  - 23.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.
24. Independent Contractors. It is the intention of the Parties that each Party shall be an independent contractor under this Agreement. The Parties' relationship and this Agreement does not constitute or create an association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates, and neither Party shall have the right or power to bind or obligate the other.
25. Third Party Beneficiaries. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent Customer from providing its services to other VoIP Service Providers ("VSPs").
26. Construction. Because the Parties actively negotiated this Agreement, this Agreement will not be construed against the drafter.
27. Force Majeure.
  - 27.1. Neither Party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond the control of the responsible Party,

including without limitation: Acts of God (e.g. natural disasters, lightning); wars, riots, terrorist activities, and civil commotions; inability to obtain equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes; and laws, orders, rules, regulations, directions, or action of any governmental authority.

27.2. No delay or other failure to perform shall be excused pursuant to this Section unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay.

28. Governing Law. This Agreement is governed by the laws of the State of Kansas without regard to choice of law principles.

29. Entire Agreement. This Agreement, including all referenced documents, exhibits and attachments, constitutes the entire agreement and understanding between the Parties. It supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.

### 31. Sprint E911 Responsibilities

31.1. Where Sprint is the 911 System Service Provider, Sprint shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein (when Sprint provides the applicable 911 System component). Sprint shall provide 911 Service to Customer in a particular rate center in which Customer provides VoIP service as described below:

#### 31.2. Call Routing

31.2.1 Sprint will switch 911 calls through the SR(s) to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

31.2.2. Sprint will forward the calling party number (CPN or ANI or pANI) it receives from Customer and the associated Automatic Location Identification (ALI) to the PSAP for display. If no CPN or PANI is forwarded by Customer, Sprint will route the call to the "Default" ESN assigned to the Customer 911 Trunk group and will forward an Emergency Service Central Office (ESCO) identification code for display at the Customer designated "Default" PSAP associated with that "Default" ESN. If CPN or pANI is forwarded by Customer, but no ALI record is found in the E911 DBMS or no corresponding entry is found in the ALI Steering table, Sprint will report the "No Record Found" condition to Customer in accordance with NENA standards.

#### 31.3. Facilities and Trunking

31.3.1. Sprint shall provide and maintain sufficient dedicated E911 Trunks from the SR(s) to the PSAP, according to provisions of the appropriate state

Commission-approved Tariff and documented specifications of the PSAP administrator.

31.3.2. Sprint will provide transport facilities to interconnect Customer to the SR, at the applicable rates in Exhibit 2. Additionally, when diverse facilities are requested by Customer, Sprint will provide such diversity where technically feasible and facilities are available, at the applicable rates in Exhibit 2.

31.3.3. Upon written request by Customer Sprint shall provide Customer with the geographic area (or rate center) and/or PSAPs served by the SR(s).

31.3.4. The Parties will cooperate to promptly test all trunks and transport facilities between Customer network and the SR(s).

#### 31.4 Database

31.4.1. Where Sprint manages the 911 or E911 database, Sprint shall store the Customer's shell record used for steering to the Customer's E911 VoIP Positioning Center in the electronic data processing database. Customer or its representative(s) is responsible for electronically providing shell records and updating this information.

31.4.2. Where Sprint manages the 911 or E911 Databases, Sprint shall coordinate access to the Sprint 911 DBMS for the initial loading and updating of Customer's shell records.

31.4.3. Sprint's 911 DBMS shall accept electronically transmitted files that are based upon NENA Version #2 format. Manual entry shall be allowed only in the event that DBMS is not functioning properly.

31.4.4. Sprint will process Customer's shell records in the 911 DBMS based on updates to Customer's shell Records submitted by Customer or its authorized representative. Sprint will then provide Customer an error and status report. This report will be provided in accordance with the methods and procedures described in the documentation to be provided to Customer

31.4.5. Sprint shall provide Customer with a file containing the Master Street Address Guide (MSAG) for Customer's respective service areas. The MSAG will be provided on a routine basis for those areas where Customer is providing VoIP Service and Sprint provides the applicable 911 System component.

31.4.6. Where Sprint manages the 911 DBMS, Sprint shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

31.4.7. Where Sprint manages the 911 DBMS, Sprint shall establish and maintain ALI steering tables that will contain ESQK ranges as specified by the Customer and as utilized during call processing to retrieve the call back number and location of the VoIP caller for display to the PSAP.

32. Customer E911 Responsibilities

32.1. Call Routing

32.1.1. Customer will establish transport facilities from Customer point of interface to each applicable SR office of the 911 System, where Sprint is the 911 System Service Provider.

32.1.2. Customer will forward the ANI information or related pANI of the end user calling 911 to the applicable SR(s).

32.1.3. Customer will secure, to the extent required by Customer's particular routing of E911 calls, any necessary pseudo-ANI or p-ANI, also referred to as an Emergency Service Query Key.

32.2. Facilities and Trunking

32.2.2. Customer acknowledges that its end users in a single ILEC local calling area may be served by different SRs, and that Customer shall be responsible for providing transport facilities and trunking to route 911 calls from its end users to the proper SR.

32.2.3. Customer shall provide a minimum of two (2) one-way outgoing E911 DS0 trunk(s), provisioned on a DS1 facility, dedicated for originating 911 emergency service calls from the Customer point of interface to each SR, where applicable. Where SS7 connectivity is available (and technically feasible) and required by the applicable PSAP, the Parties agree to implement Common Channel Signaling.

32.2.4. Where PSAPs do not have the technical capability to receive a 10-digit ANI, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 Trunk group from 911 traffic originating in any other NPA (area code) 911.

32.2.5. Customer shall maintain transport capacity sufficient to route traffic over trunks between the Customer point of interface and the SR.

32.2.6. Customer shall provide sufficient trunking and transport facilities to route Customer's originating 911 calls to the designated Sprint SR. Customer is responsible for requesting that trunking and transport facilities be routed diversely for 911 connectivity.

32.2.7. Customer is responsible for determining the proper quantity of trunks and transport facilities from its point of interface to the Sprint SR.

32.2.8. Customer shall engineer its 911 Trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by applicable law or duly authorized Governmental Authority.

32.2.9.Customer shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Customer's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Customer shall request additional circuits from Sprint.

32.2.10.Customer will cooperate with Sprint to promptly test all 911 Trunks and transport facilities at installation between Customer network and the SRs to assure proper functioning of 911 service. Customer agrees that it will not pass live 911 traffic until successful testing is completed by both Parties.

32.2.11.Customer is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to the point of interface. Sprint will be responsible for the coordination and restoration of all 911 network maintenance problems on Sprint's side of the point of interface. Customer is responsible for advising Sprint of the circuit identification and the fact that the circuit is a 911 circuit when notifying Sprint of a failure or outage. The Parties agree to cooperate and expeditiously resolve any 911 outage. Sprint will refer network trouble to Customer if no defect is found in Sprint's 911 network.

### 32.3. Database

32.3.1.Coincident with establishing and testing E911 circuits between the Customer's switching equipment and all appropriate SRs, Customer shall be responsible for providing Customer's shell records to Sprint for inclusion in Sprint's DBMS on a timely basis. The Parties shall arrange for the automated input and periodic updating of Customer's shell records.

32.3.2.Customer shall provide initial and ongoing updates of the Customer's shell records that are MSAG-valid in electronic format based upon established NENA standards.

32.3.3.Customer shall use a Customer ID on all shell records in accordance with NENA standards. The Intrado ID is used to identify the service provider of record.

32.3.4.Customer is solely responsible for providing Sprint updates to the ALI database; in addition, Customer is solely responsible for correcting any errors that may occur during the entry of its data to the Sprint 911 DBMS.

32.3.5.Customer is solely responsible for providing test records and conducting call-through testing on all new rate areas where Customer will provide service. Customer is solely responsible for the accuracy of the records transmitted to Sprint.

### 32.4. Other

1.Customer is responsible for compliance with all state specific requirements including any and all those imposed by, or required of, the PSAP administrator that are commercially and technically feasible.

32.4.2. Customer is responsible for all negotiations and relationships with any municipalities, government agencies, or third parties serving in such a capacity as a primary service provider or PSAP administrator. All such relations are separate from this Agreement, and Sprint makes no representations on behalf of Customer or any other third party.

32.4.3. Customer or Customer's underlying VoIP Service Providers are responsible for remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or end users by any such entity within whose boundaries Customer provides VoIP Service.

33. E911 Responsibilities of Both Parties

33.1. Subject to Customer placing orders for 911 service, the Parties will jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from Customer's point of interface to the designated SR.

34. E911 Practices and Compliance

34.1. With respect to all matters covered by this Agreement, each Party will comply with all of the following to the extent applicable to E911 Service: (i) FCC and state commission rules and regulations, (ii) requirements imposed by any governmental authority other than a Commission, and (iii) the principles expressed in the recommended standards published by NENA or technical equivalent.

34.2. E911 Service is provided for the use of the PSAP administrator, municipality, or other governmental entity.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

**“Sprint”**

**“Customer”**

|                  |                                     |                  |                             |
|------------------|-------------------------------------|------------------|-----------------------------|
| By:              | <u>William E. Cheek</u>             | By:              | <u>Lawrence P. Jennings</u> |
| Name<br>(typed): | William E. Cheek                    | Name<br>(typed): | Lawrence P. Jennings        |
| Title:           | <u>President, Wholesale Markets</u> | Title:           | <u>COO</u>                  |
| Date:            | <u>9/30/05</u>                      | Date:            | <u>9/27/05</u>              |

**Exhibit 1 – Sprint Entities**

| <u>State</u> | <u>Company Name</u>  | <u>State of Incorporation</u> |
|--------------|--|-------------------------------|
| FL           | Sprint-Florida, Incorporated   | Florida                       |
| IN           | United Telephone Company of Indiana, Inc. d/b/a Sprint   | Indiana                       |
| KS           | United Telephone Company of Kansas<br>d/b/a Sprint;<br>United Telephone Company of Eastern<br>Kansas d/b/a Sprint;<br>United Telephone Company of Southcentral<br>Kansas d/b/a Sprint;<br>Sprint Missouri, Inc. d/b/a United Telephone<br>Company of Southeastern Kansas | Kansas                        |
| MO           | Sprint Missouri, Inc.  | Missouri                      |
| NE           | United Telephone Company of the West<br>d/b/a Sprint   | Delaware                      |
| NV           | Central Telephone Company – Nevada<br>dba Sprint of Nevada   | Delaware                      |
| NC           | Carolina Telephone and Telegraph<br>Company;<br>Central Telephone Company – North<br>Carolina Division   | North Carolina                |
| OH           | United Telephone Company of Ohio   | Ohio                          |
| OR           | United Telephone Company of the<br>Northwest   | Oregon                        |
| PA           | The United Telephone Company of<br>Pennsylvania  | Pennsylvania                  |
| SC           | United Telephone Company of the<br>Carolinas   | South Carolina                |
| TN           | United Telephone – Southeast, Inc.   | Virginia                      |
| TX           | United Telephone Company of Texas, Inc.<br>d/b/a Sprint;<br>Central Telephone Company of Texas, Inc.<br>d/b/a Sprint   | Texas                         |
| VA           | Central Telephone Company of Virginia;<br>United Telephone – Southeast, Inc.   | Virginia                      |

## Exhibit 2 – Pricing

| USOC         | COS          | Rate Element  | CLLI Code   | MRC      | NRC      | Switch Type | Point Code  |
|--------------|--------------|---|-------------|----------|----------|-------------|-------------|
|              |              |   |             |          |          |             |             |
| <b>CLSOC</b> | <b>N/A</b>   | Service Order Charge                                    |             |          | \$30.00  |             |             |
|              |              |   |             |          |          |             |             |
| <b>CL911</b> | <b>XCIN0</b> | DS0 911 Tandem Port                                     |             | \$60.00  | \$130.00 |             |             |
|              |              |   |             |          |          |             |             |
| <b>CLXC1</b> | <b>XCIN1</b> | DS1 Intra-office 911 Facility Connection                |             | \$30.00  | N/A      |             |             |
|              |              |   |             |          |          |             |             |
|              |              | <b>DS1 Intra-exchange 911 Facility Connection</b>       |             |          |          |             |             |
|              |              | <b>NC</b>   |             |          |          |             |             |
| <b>CLI00</b> | <b>XCIN1</b> | Clinton   | CLTNNCXA1ED | \$150.00 | \$350.00 | DMS 100     | 239-015-033 |
| <b>CLI00</b> | <b>XCIN1</b> | Rocky Mount   | RCMTNCXB1ED | \$180.00 | \$350.00 | DMS 100     | 239-015-040 |
| <b>CLI00</b> | <b>XCIN1</b> | Elkin   | ELKNNCXA1ED | \$150.00 | \$350.00 | ECS1000     | 230-052-201 |
| <b>CLMU1</b> | <b>XCIN1</b> | Multiplexing, as applicable                             |             | \$350.00 | \$151.00 |             |             |
|              |              | <b>VA</b>   |             |          |          |             |             |
| <b>CLI00</b> | <b>XCIN1</b> | Charlottesville   | CHVLVAXA9ED | \$145.00 | \$325.00 | DMS 100     | 230-041-201 |
| <b>CLI00</b> | <b>XCIN1</b> | Wytheville  | WYVLVAXA1ED | \$145.00 | \$325.00 | DMS 100     | 239-018-019 |
| <b>CLI00</b> | <b>XCIN1</b> | Rocky Mount   | RCMTVAXA1ED | \$150.00 | \$325.00 | ECS 1000    | 230-043-201 |
| <b>CLI00</b> | <b>XCIN1</b> | Farmville   | FRVLVAXA9ED | \$150.00 | \$325.00 | DMS 100     | 230-041-103 |
| <b>CLMU1</b> | <b>XCIN1</b> | Multiplexing, as applicable Charlottesville, Wytheville |             | \$350.00 | \$151.00 |             |             |
| <b>CLMU1</b> | <b>XCIN1</b> | Multiplexing, as applicable Rocky Mount, Farmville      |             | \$350.00 | \$151.00 |             |             |
|              |              | <b>SC</b>   |             |          |          |             |             |
| <b>CLI00</b> | <b>XCIN1</b> | Beaufort  | BUFTSCXAH01 | \$150.00 | \$325.00 | DMS 100     | 239-018-023 |
| <b>CLI00</b> | <b>XCIN1</b> | Greenwood   | GNWDSCXC9ED | \$145.00 | \$325.00 | DMS 100     | 239-018-022 |
| <b>CLMU1</b> | <b>XCIN1</b> | Multiplexing, as applicable Beaufort                    |             | \$300.50 | \$140.00 |             |             |
| <b>CLMU1</b> | <b>XCIN1</b> | Multiplexing, as applicable Greenwood                   |             | \$250.00 | \$140.00 |             |             |
|              |              | <b>TN</b>   |             |          |          |             |             |
| <b>CLI00</b> | <b>XCIN1</b> | Johnson City  | JHCYTNCX9ED | \$145.00 | \$325.00 | DMS 100     | 239-018-015 |
| <b>CLMU1</b> | <b>XCIN1</b> | Multiplexing, as applicable                             |             | \$250.00 | \$140.00 |             |             |
|              |              | <b>FL</b>   |             |          |          |             |             |
| <b>CLI00</b> | <b>XCIN1</b> | Tallahassee   | TLHSFLXDDS0 | \$230.00 | \$360.00 | DMS 100     | 230-011-007 |
| <b>CLI00</b> | <b>XCIN1</b> | Leesburg  | LSBGFLXADS1 | \$230.00 | \$360.00 | DMS 100     | 239-011-017 |
| <b>CLI00</b> | <b>XCIN1</b> | Ft. Meyers  | FTMYFLXADS0 | \$200.00 | \$360.00 | DMS 100     | 239-009-013 |
| <b>CLMU1</b> | <b>XCIN1</b> | Multiplexing, as applicable Tallahassee, Leesburg       |             | \$385.00 | \$150.00 |             |             |
| <b>CLMU1</b> | <b>XCIN1</b> | Multiplexing, as applicable Ft. Myers                   |             | \$325.00 | \$150.00 |             |             |
|              |              | <b>OH</b>   |             |          |          |             |             |
| <b>CLI00</b> | <b>XCIN1</b> | Mansfield   | MNFDOHXA3ED | \$225.00 | \$400.00 | DMS 100     | 239-013-003 |
| <b>CLMU1</b> | <b>XCIN1</b> | Multiplexing, as applicable                             |             | \$375.25 | \$140.00 |             |             |
|              |              | <b>PA</b>   |             |          |          |             |             |
| <b>CLI00</b> | <b>XCIN1</b> | Carlisle  | CRLSPAXC3ED | \$164.50 | \$309.00 | DMS 100     | 239-014-010 |
| <b>CLMU1</b> | <b>XCIN1</b> | Multiplexing, as applicable                             |             | \$282.00 | \$142.00 |             |             |
|              |              | <b>IN</b>   |             |          |          |             |             |

E911 Services Agreement

|              |              |  |             |          |          |          |             |
|--------------|--------------|--|-------------|----------|----------|----------|-------------|
| <b>CLI00</b> | <b>XCIN1</b> | Warsaw                                     | WRSWINXA2ED | \$217.80 | \$400.00 | ECS 1000 | 239-013-017 |
| <b>CLMU1</b> | <b>XCIN1</b> | Multiplexing, as applicable                |             | \$273.60 | \$166.00 |          |             |
|              |              | <b>MO</b>                                  |             |          |          |          |             |
| <b>CLI00</b> | <b>XCIN1</b> | Jefferson City                             | JFCYMOXA91W | \$160.00 | \$340.00 | ECS 1000 | 239-012-001 |
| <b>CLI00</b> | <b>XCIN1</b> | Warrensburg                                | WRBGMOXA91W | \$165.00 | \$340.00 | ECS 1000 | 239-012-002 |
| <b>CLI00</b> | <b>XCIN1</b> | Maryville                                  | MAVLMOXA2ED | \$195.00 | \$340.00 | ECS 1000 | 239-012-004 |
| <b>CLMU1</b> | <b>XCIN1</b> | Multiplexing, as applicable Jefferson City |             | \$250.00 | \$125.00 |          |             |
| <b>CLMU1</b> | <b>XCIN1</b> | Multiplexing, as applicable Warrensburg    |             | \$260.00 | \$125.00 |          |             |
| <b>CLMU1</b> | <b>XCIN1</b> | Multiplexing, as applicable Marysville     |             | \$326.00 | \$125.00 |          |             |
|              |              | <b>KS</b>                                  |             |          |          |          |             |
| <b>CLI00</b> | <b>XCIN1</b> | Junction City                              | JNCYKSXA91W | \$170.00 | \$340.00 | ECS 1000 | 239-012-007 |
| <b>CLI00</b> | <b>XCIN1</b> | Hiawatha                                   | HWTHKSXA91W | \$170.00 | \$340.00 | ECS 1000 | 239-012-020 |
| <b>CLMU1</b> | <b>XCIN1</b> | Multiplexing, as applicable                |             | \$290.00 | \$125.00 |          |             |
|              |              | <b>TX</b>                                  |             |          |          |          |             |
| <b>CLI00</b> | <b>XCIN1</b> | Athens                                     | ATHNTXXA91W | \$170.00 | \$340.00 | ECS 1000 | 239-016-001 |
| <b>CLMU1</b> | <b>XCIN1</b> | Multiplexing, as applicable                |             | \$290.00 | \$125.00 |          |             |
|              |              | <b>NE</b>                                  |             |          |          |          |             |
| <b>CLI00</b> | <b>XCIN1</b> | Scottsbluff                                | SCTSNEUX91W | \$170.00 | \$340.00 | ECS 1000 | 239-012-005 |
| <b>CLMU1</b> | <b>XCIN1</b> | Multiplexing, as applicable                |             | \$290.00 | \$125.00 |          |             |
|              |              | <b>NV</b>                                  |             |          |          |          |             |
| <b>CLI00</b> | <b>XCIN1</b> | Las Vegas                                  | LSVGNVXBDS1 | \$103.00 | \$350.00 | DMS 100  | 230-004-082 |
| <b>CLMU1</b> | <b>XCIN1</b> | Multiplexing, as applicable                |             | \$235.00 | \$125.00 |          |             |
|              |              | <b>OR</b>                                  |             |          |          |          |             |
| <b>CLI00</b> | <b>XCIN1</b> | Sheridan                                   | SHRDORXADS0 | \$246.30 | \$550.00 | DMS 100  | 239-009-003 |
| <b>CLI00</b> | <b>XCIN1</b> | The Dalles                                 | THDLORXADS0 | \$246.30 | \$550.00 | DMS 100  | 239-019-002 |
| <b>CLMU1</b> | <b>XCIN1</b> | Multiplexing, as applicable                |             | \$325.10 | \$150.00 |          |             |
|              |              |  |             |          |          |          |             |

## DETAILED DISCUSSION OF EACH SCENARIO

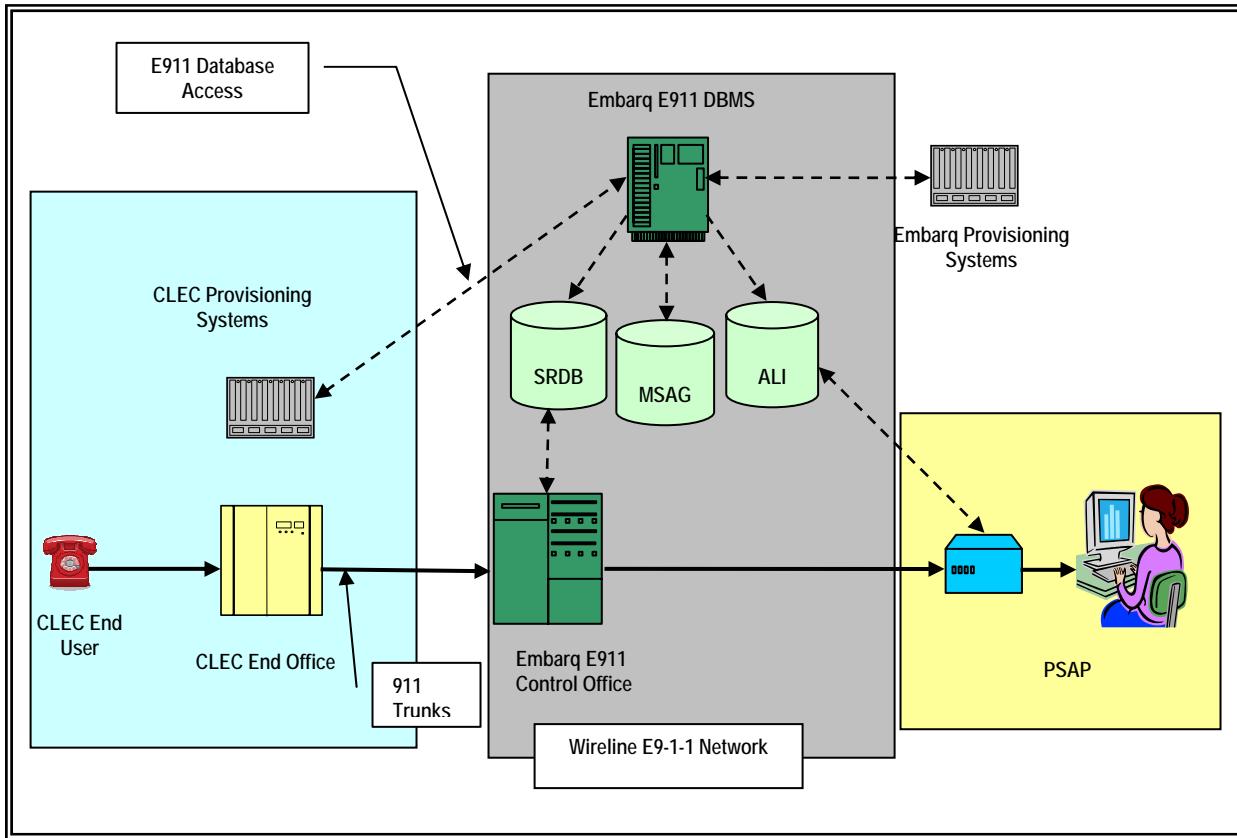
### Scenario 1 - Intrado Providing Local Voice Service to End User Customers

This is the most typical arrangement dealt with in the context of negotiating an interconnection agreement ("ICA") under the Act. If Intrado provides end users voice service that connects to the PSTN (either directly or indirectly), then Intrado would legally be obligated to provide its end user's access to E911 service.<sup>1</sup> Under such circumstances, Intrado would need to obtain access to an E911 selective router and to E911 databases in order to provide that service. This would require one-way E911 trunks from each Intrado local switch to the E911 router as well as a means to enable Intrado to upload its end user customer information into the ALI database. Embarq provides mediated access to the ALI database via Embarq's DBMS for this purpose. No carrier except the DBMS provider gets direct access to the databases. Intrado would also need to obtain downloads of the Master Street Address Guide ("MSAG") in order to ensure that the addresses that it uses exactly match those included in the ALI database.

If Embarq has entered into a contract with the PSAP to provide the components of the Wireline E911 Network that Intrado needs to utilize in order to provide E911 service to Intrado's customers, then Intrado would have to negotiate with Embarq to make arrangements to use such components of the Wireline E911 Network provided by Embarq. Such components could include the selective routing, ALI and MSAG databases, as well as the transmission facilities connecting these components. The diagram below illustrates Scenario 1.

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<sup>1</sup> Title 47 C.F.R. §9, §20.3, §64.3



### Scenario 1

#### Typical E911 Arrangement between a CLEC and Embarq Where Embarq is the Wireline E911 Network Provider

Embarq regularly negotiates the terms and conditions of these types of arrangements in the context of a 251(c) ICA and has agreed to do so with Intrado. Embarq's standard ICA includes the necessary terms and conditions to accomplish this and, as a certified CLEC, Intrado can negotiate the ICA or opt into a current existing agreement to accomplish this. Embarq will be happy to negotiate more specific terms related to this scenario should Intrado desire to do so; however, many if not most of the changes proposed by Intrado in its Petition (including the attachments) do not apply to this scenario.

The Point of Interconnection ("POI") between Intrado and Embarq for this scenario is where the Wireline E911 Network begins, which is at the selective router. Intrado has the obligation of securing the transport facilities and providing the dedicated trunks between its switches and the selective router. Embarq provides the facilities from the selective router to the PSAP to the emergency services provider, not Intrado. This position is consistent with the FCC's description of the Wireline E911 Network included above and Embarq's experience with providing the services to CLECs for many years.

The trunks connecting Intrado's switches and the selective router are dedicated solely to providing E911 service. Calls are one-way -- that is, they are originated by Intrado's end user customers when they dial 911, and they are delivered to the PSAP through the selective router. If the

PSAP needs to perform a call back, they use different facilities (not the Wireline E911 Network), usually making the call over the PSTN just like any other normal call.

Embarq does not have an obligation to unbundle any facilities connecting the selective router and a CLEC switch.<sup>2</sup> As with any interconnection arrangement, Intrado would be responsible for its facilities on its side of the POI, which is at the selective router.<sup>3</sup> Thus, Intrado could purchase transmission service from Embarq's access tariffs for those facilities or Intrado could self-provision such facilities or lease them from a third-party.

Embarq also agrees that in situations where Embarq is the DBMS provider, it has an obligation to provide unbundled access to the MSAG and ALI databases in accordance with §251(c)(3) of the Telecommunications Act of 1996 ("Act").<sup>4</sup> That is clearly the intent of the FCC's unbundling requirement and it is consistent with historical experience that the DBMS providers were usually ILECs. Since Embarq has an obligation to offer unbundled access to E911 databases under such circumstances, Intrado would be entitled to purchase access to the databases at TELRIC rates.

However, Embarq does not agree that it has an obligation to provide such unbundled access to the MSAG and ALI databases when Embarq is not the DBMS provider. The unbundling obligations do not require Embarq to act as an intermediary between the DBMS provider and other carriers. In those situations, Embarq would not maintain the official MSAG and, Embarq would have to negotiate the right to secure downloads the same as any other carrier. Similarly, under such circumstances Embarq would not be providing the official ALI used by the PSAP to determine the geographic location of all end users that dial 9-1-1, and like any other carrier, Embarq would must secure access to the DBMS ALI and upload its end user information.

The compensation arrangement between carriers for the provision of E911 service, as described in this first scenario, should be maintained, and Intrado should not be allowed to shift costs that have been paid for by PSAPs onto Embarq, as will be discussed further in connection with other scenarios below.

#### Scenario 2 - Router to Router and ALI Steering Arrangements

Separate Wireline E911 Network providers often agree to interconnect their networks in order to provide additional functionality for emergency services to the PSAPs that each of the providers serve. These types of configurations are not between competing providers operating in the same area; rather, they are arrangements established between peers providing service in adjacent areas. Such arrangements are not developed in a vacuum but require the cooperative efforts of multiple parties, including the Wireline E911 Network providers, public safety authorities, and state and local governments.

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<sup>2</sup> Title 47 C.F.R. §51.319(e)(2)

<sup>3</sup> ¶18, IP 911 Order, (footnotes omitted)

<sup>4</sup> Title 47 C.F.R. §51.319(f)

As noted in the Background portion of this Response, there are times when a call that is routed into one PSAP needs to be redirected to another PSAP based on the location of the end user. For example, an end user making an E911 call from their mobile phone might be directed to one PSAP based on the location of the tower, but the end user may actually be geographically located within an adjacent PSAP service territory.

There are also situations where E911 database services are provided to wireless providers and VoIP providers by independent Database System Integrators.<sup>5</sup> The ALI information for the customers of such wireless providers and VoIP providers isn't contained in the E911 databases that Embarq maintains with respect to its Wireline E911 Network services. Therefore, when a wireless customer's E911 call is directed to a PSAP over the Wireline E911 Network that Embarq provides to a PSAP, and the PSAP issues a query to Embarq's ALI database to retrieve the end user's geographic location, Embarq must in turn query the ALI database managed by a Database System Integrators for the wireless or VoIP carrier for the information. Many times, the Database System Integrator is Intrado, which has been providing this service for some time. This type of connectivity is called ALI steering.

Connectivity between Wireline E911 Networks can also be used to provide redundancy in case the facilities to one PSAP are interrupted. Embarq has established such router to router connections with other Wireline E911 Network providers, generally ILECs. Embarq has ALI steering arrangements with wireless and VoIP 911 DBMS providers but does not have any ALI steering arrangements with any other Wireline E911 Network provider. The terms and conditions of these arrangements are contained in commercial agreements or tariffs, not pursuant to 251(c) interconnection agreements. Intrado, however, is seeking to require Embarq to provide such router to router arrangements and connectivity between E911 databases under the disputed interconnection agreement that is the subject of this docket. For the reasons explained below, Embarq does not believe that such arrangements fall under §251(b) or §251(c) of the Act, and they are therefore not subject to arbitration under §252 of the Act.

In its negotiations with Intrado Embarq took the position that the requested configurations in Scenario 2 are subject to Embarq's requirement to interconnect facilities and equipment under §251(a) of the Act. This is consistent with how Embarq does business with other Wireline E911 Network Providers today, and this is how the FCC depicted interconnections in the IP 911 Order.<sup>6</sup> **In fact, this is how Embarq currently does business with Intrado for various ALI steering arrangements for wireless and VoIP service providers.**

Intrado is now apparently abandoning its previous practice and is now seeking to include these types of router to router and ALI steering arrangements under the §251(c) interconnection agreement that is the subject of Intrado's arbitration petition.

As stated above, the router to router and ALI steering arrangements that Intrado is seeking (as described in Scenario 2 of this Response) do not fall within the 251(c) obligations. Therefore Embarq has no obligation to provide access to network elements on an unbundled basis or to provide interconnection for the transmission of telephone exchange and exchange access traffic in this instance. These obligations will be considered in reverse order below.

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<sup>5</sup> NENA 06-002, §2.6.12

<sup>6</sup> IP 911 Order, ¶138 and footnote 128

The number of network elements that ILECs must offer on an unbundled basis to requesting carriers such as Intrado is relatively few including the following:

- Network Interface Devices (“NIDs”);
- DS0 loops, DS1 loops, and DS3 loops;
- DS1 dedicated transport, DS3 dedicated transport, and dark fiber dedicated transport;
- E911/911 databases; and
- Operations Support Systems (OSS).

The router to router connectivity and ALI steering requested by Intrado in its petition do not involve any of these network elements.

A loop is a facility between an ILEC wire center and the point of demarcation at an end user's premises.<sup>7</sup> Wireline E911 Network providers are not end users, and consequently a transmission facility connecting two Wireline E911 Networks would not constitute a loop. In addition, loop facilities are wholly located within an exchange, whereas two separate Wireline E911 Networks that are involved in a router to router or ALI steering arrangement are likely to reside in separate exchanges.

Similarly, transmission facilities that are used to connect routers or for ALI steering purposes also do not qualify as unbundled *dedicated transport*. ILECs only have to unbundle transport between their own wire centers, not between an ILEC wire center and a CLEC wire center.<sup>8</sup>

Embarq has already indicated its willingness to provide Intrado access to Embarq's E911 databases under the circumstances described in Scenario 1, where Embarq is acting as the Wireline E911 Network provider for a PSAP and Intrado needs to fulfill its obligation to provide access to 911 services to Intrado's end users. Access to the databases under such circumstances is necessary to provide Intrado with the ability to load its end user customers into the official ALI database used by the PSAP and to obtain downloads of the MSAG. However, the router to router and ALI steering arrangements requested by Intrado under Scenario 2 are distinct from these functions described in Scenario 1, and such arrangements are not needed in order for Intrado to fulfill an obligation to provide its end-user customers with access to E911 service.

Lastly, OSS are used by CLECs for activities such as ordering UNEs, reporting trouble, and receiving billing records, none of which are involved in the peer to peer arrangement requested by Intrado.

If Intrado asserts that Embarq may have an obligation to unbundled network elements that are not listed in the FCC regulations, such an argument would also fail. In its petition, Intrado references the unbundling statutes included in the Florida regulations implying that the state can order Embarq to unbundle its network beyond that proscribed by the FCC. This is not wise nor is it necessary. The FCC determined in its TRO Order that any state attempt to order additional unbundling, where the FCC has not made a finding of impairment, would likely be found to be in opposition to FCC findings and “substantially prevent implementation of the federal regime”.<sup>9</sup> Indeed, when various state commissions ordered

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<sup>7</sup> Title 47 C.F.R. §51.319(a)

<sup>8</sup> Title 47 C.F.R. §51.319(e)(2)

<sup>9</sup> *In the matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Deployment of the Wireline Services Offering Advanced Telecommunications Capability*, CC Dockets No. 01-338, 96-98, and 98-147, FCC 03-36,

BellSouth to provide naked DSL on unbundled loops leased by CLECs, the FCC used this principle to reverse the state decisions, eliminating the modifications to the FCC's unbundling rules.<sup>10</sup> Similarly, Internet protocol and other forms of packet switching and broadband transport do not have to be unbundled, and neither do selective routers.

Embarq is also not required to provide for the router to router and ALI steering arrangements that Intrado is seeking (as described in Scenario 2 of this Response) under §251(c)(2) which requires ILECs to provide interconnection "for the routing and transmission of telephone exchange and exchange access traffic." In this regard, it is instructive to note that when the FCC described the manner in which carriers connect networks for the provision of E911 services in the IP 911 Order, the FCC stated that the networks were connected pursuant to §251(a) of the Act.<sup>11</sup> This is consistent with the position that Embarq has taken in its negotiations with Intrado for Scenario 2.

LECs providing telephone exchange service (as well as CMRS and VoIP providers) are legally obligated to provide their end users with the ability to make 911 calls and be connected to the proper PSAP.<sup>12</sup> They therefore connect their networks with a Wireline E911 Network, which is a specialized network separate from the PSTN. This is what occurs in Scenario 1 described above in this Response, and Embarq has expressed its long standing practice and willingness to make such arrangements with Intrado.

By comparison, "telephone exchange service" is essentially local calling within a single exchange. It is a voice service provided to end users allowing them to originate and receive voice calls to other end users within the same local calling area for an exchange service charge. This is not the same as a Wireline E911 Network provider that contracts with a PSAP to establish a specialized network, separate from the PSTN, to deliver emergency calls, not to enable the PSAP to originate and receive local calls.<sup>13</sup>

Likewise, "exchange access" in the context of 251(c)(2) is a switched tariffed service that LECs provide to Interexchange Carriers ("IXC") enabling the IXC to sell long distance services to end users. Those services are not involved in routing E911 calls between Wireline E911 Networks nor in connection with ALI steering. As previously described in this Response, emergency 911 calls are jurisdictionally agnostic and are a separate class of calls that are routed over specialized Wireline E911 networks that are separate from, but connected to the PSTN. If anything, router to router peering arrangements and ALI steering of database queries, which involve computer processing and query and response, are more like information services.

There are two additional features of the router to router and ALI steering arrangements proposed by Intrado (as described in Scenario 2 of this Response) that need to be pointed out to the Commission. Wireline E911 Network providers generally connect their networks via a mid-span meet point arrangement with each carrier bearing the costs of the facilities on its side of the meet point. Two way trunks are usually employed for

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Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, Released August 21, 2003, "TRO", ¶195

<sup>10</sup> *In the Matter of BellSouth Telecommunications, Inc. Request for Declaratory Ruling that State Commissions May Not Regulate Broadband Internet Access Services by Requiring BellSouth to Provide Wholesale or Retail Broadband Services to Competitive LEC UNE Voice Customers*, WC Docket No. 03-251, FCC 05-78, Memorandum Opinion and Order and Notice of Inquiry, Released March 25, 2005

<sup>11</sup> IP 911 Order, ¶38 and footnote 128

<sup>12</sup> Title 47 C.F.R. §9, §20.3, §64.3

<sup>13</sup> In its petition, Intrado refers to two proceedings in other states where Commissions reached a decision that Intrado does provide telephone "exchange" service. However, Intrado may be able to make a tortured argument that it does provide telephone exchange service by parsing the statutory definition, but the decisions that Intrado references do not appear to distinguish between the arrangements described in Scenario 1 and Scenario 2 of this Response.

the router to router connections as they are more efficient and 911 emergency calls are usually directed to either router. Nevertheless, Intrado has requested that one-way trunks be installed for these facilities which are inconsistent with typical arrangements that Embarq has with other Wireline E911 Network providers, and is inefficient. Although it may be technically feasible to establish such 1 way trunks, Embarq would prefer to establish trunks in the more efficient manner, and pursuant to commercial contracts, apart from this arbitration. .

Intrado also referenced the establishment of one POI per LATA in the context of these router to router and ALI steering configurations. As previously noted in this Response, the selective router of the Wireline E911 Network is the POI for those networks. There may be more than one Wireline E911 Network per LATA and several selective routers. There may also be multiple Wireline E911 Network providers. Under such circumstances, the establishment of a single POI per LATA could require significant network rearrangements and unnecessary costs to provide dedicated transport from the single POI to the selective router, which would shift the cost of Intrado's Wireline E911 Network onto Embarq, even though Intrado would be compensated by the PSAP for establishing that Wireline E911 Network.

Both Intrado and Embarq are DBMS providers in Scenario 2 as described in this Response. Connectivity between the two ALI databases may or may not be necessary. While Embarq already engages in ALI steering arrangements today with Intrado for ALI queries for wireless and VoIP end users, Embarq does not engage in ALI steering arrangements with other Wireline E911 Network providers. Instead, other Wireline E911 Network providers update each other's ALI databases as necessary.

The terms and conditions proposed by Intrado for ALI steering in Scenario 2 require the use of software and protocols not employed by Embarq in its provision of DBMS services or requested by the PSAPs that it serves in this capacity. Embarq believes that it is inappropriate for Intrado to attempt to unilaterally demand that Embarq incur these costs to enable a peer to peer arrangement in a manner that allows Intrado to escape any responsibility for its software and protocol choices.

Lastly, even if such the router to router and ALI steering arrangements (as described in Scenario 2 of this Response) were determined to qualify as a §251(c)(2) arrangement, Embarq should not be required to incur any costs to provision the connection because carriers that request technically feasible but expensive §251(c)(2) interconnections must pay for the additional costs of such modifications.<sup>14</sup> When Wireline E911 Network providers establish such peer to peer arrangements, each entity usually bears their own costs, neither one billing the other, except for the potential for network modifications addressed immediately above.

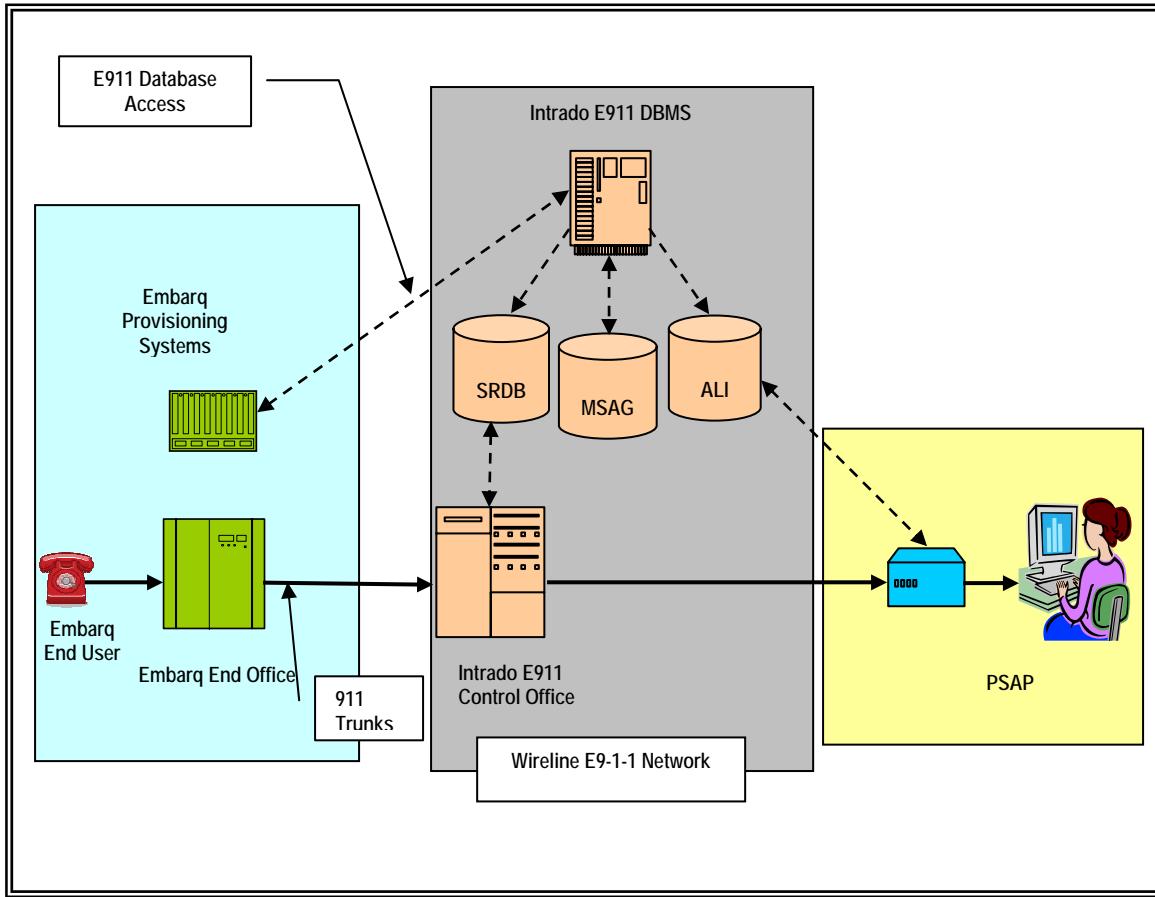
### Scenario 3 - Intrado Acting as the Wireline E911 Network Provider for Embarq End Users

Scenario 3 is the reverse of Scenario 1. In Scenario 3, Intrado would be acting as the designated Wireline E911 Service Provider for a PSAP that provides emergency services to Embarq's end users. Intrado would be providing the selective routing and DBMS services previously described in this Response. Since Embarq has a legal obligation to provide 911 dialing to its end users, Embarq would therefore need to negotiate connections between its switches and Intrado's selective router in order to do so. Embarq would also need to obtain downloads of the official MSAG

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<sup>14</sup> *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, CC Docket Nos. 96-98 and 95-185, FCC 96-325, First Report and Order, Released August 8, 1996, ("First Report and Order"), ¶199

from Intrado, and arrange for the ability to load Embarq's end user location information into the official ALI database maintained by Intrado. The diagram below illustrates Scenario 3.



Scenario 3<sup>15</sup>

#### An E9-1-1 Arrangement between Embarq and Intrado Where Intrado is the Wireline E9-1-1 Network Provider

Because Intrado is not an ILEC, the obligations for ILECs to negotiate interconnection agreements pursuant to §251(c) upon request do not apply to it. Intrado certainly does not have an obligation to provide unbundled access to network elements, although it must provide access to the E911 databases and its selective router in order for 911 calling to occur. That is why Embarq took the position in negotiations with Intrado that the terms and conditions for such connectivity under Scenario 3 should be negotiated as a commercial agreement that is governed by §251(a) of the Act. Intrado seeks to turn this scenario on its head by taking the position that it is the requesting carrier, when in fact it is Embarq that is requesting services from Intrado, which provides the Wireline E911 Network components.

Like Scenario 1, the POI for Scenario 3 is the selective router, which in this case would be provided by Intrado. Embarq therefore would have the obligation to establish E911 trunks from its switches to the Intrado selective router. The type of trunks will be governed by the E911 technology that is deployed. Embarq may self provision the transmission facilities or lease them from a third party as needed.

<sup>15</sup> Embarq may seek an alternate technical arrangement if it has E9-1-1 routers in place.

Since Intrado is the DBMS provider in Scenario 3, Intrado would have to provide downloads of the official MSAG to Embarq in order for Embarq to ensure that it includes accurate location information in Embarq's ALI records. In addition, Intrado must provide Embarq the means for uploading its end user ALI information into the official ALI database that the PSAP is paying Intrado to maintain as part of the Wireline E911 Network.

In Scenario 3 Embarq would bear the cost of provisioning 911 trunks from its switches to Intrado's selective router, which is consistent with Embarq's analysis when the roles are reversed in Scenario 1. However, Intrado should not attempt to recover the cost of provisioning the Wireline E911 Network from Embarq. Such costs should be obtained by Intrado from the PSAP and any attempt by Intrado to shift Wireline E911 Network costs from the PSAP to Embarq is not appropriate especially given the fact that E911 funding is often determined legislatively.

One way that Intrado might attempt to shift costs for its own Wireline E911 Network onto Embarq, would be to avoid responsibility for maintaining official ALI records by seeking to have Embarq (as well as all carriers subtending the Intrado selective router) maintain such official records, and then gaining access to such records using an ALI steering arrangement of the type described in Scenario 2. This would be an improper shifting of costs from the Wireline E911 Network provider (Intrado) onto Embarq unless the steering arrangement was established in the manner advocated by Embarq under Scenario 2, under a separate commercial agreement.

Intrado would also have to secure transmission facilities in order to provide services to any PSAP that designates Intrado as the Wireline E911 Network provider. Intrado can do this by building such transmission facilities or by leasing access services from Embarq or a third party. However, Intrado has expressed a desire to secure unbundled network elements from Embarq for this purpose.

Contrary to Intrado's proposal, transmission facilities from Intrado switches or other equipment to the PSAP do not qualify as unbundled network elements for the purpose of establishing Intrado's Wireline E911 Network. Such transmission facilities do not qualify as loops since they do not connect an Embarq wire center with an end user's premises. Nor do they qualify as dedicated transport that must be unbundled since it does not connect two Embarq wire centers.

There are potential scenarios where Intrado could collocate equipment in Embarq wire centers and purchase unbundled network elements from that wire center to various locations; however, Embarq does not believe that this is the intent of the Act to subject additional portions of the Wireline E911 Network to the unbundling regime established by the FCC, other than access to the E911 databases that are specifically identified in FCC regulations. The Wireline E911 Network is a specialized network, that is separate from the PSTN, and the FCC has previously indicated that interconnection for the purpose of providing E911 service falls under 251(a) which is not subject to the unbundling obligations.

Furthermore, as previously noted, Embarq does not have the obligation to provide unbundled access to broadband technologies, such as IP, which might be used in the future E911 network configurations touted by Intrado in its petition.

Disputed Issues List

| Section  | Status                    | Intrado's Position  | Embarq's Position  | Scenario/Agreement Designation  |
|----------|---------------------------|---|--|---|
|          |                           |   | <p>The document will refer to 3 scenarios.</p> <p>The <u>first scenario</u> is where Intrado directly or indirectly provides voice services to customers that make 911 calls. This is a standard 251(c) agreement.</p> <p>The <u>second scenario</u> is where Intrado and Embarq are both providing Wireline E911 Network components to separate PSAPs and seek to enter a peering arrangement. This is a commercial agreement negotiated per §251(a) of the Act.</p> <p>The <u>third scenario</u> is where Intrado provides Wireline E911 Network components to a PSAP that Embarq must arrange interconnection with. In this scenario Intrado is the providing carrier and Embarq is the requesting carrier. Since Intrado does not have the same interconnection obligations as Embarq this would be a commercial agreement negotiated under §251(a) of the Act.</p> <p>Intrado is also seeking access to unbundled network elements in order to provide the transmission components in Scenario 3. <u>To the extent Intrado is entitled to gain access to network elements that would be negotiated in a 251(c) agreement, Embarq is willing to include that in the context of Scenario 1.</u></p> |   |
| Preamble | Not raised in negotiation | WHEREAS, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network, and for INTRADO COMM's use in the provision of <u>telephone exchange service</u> exchange access ("Local Interconnection"); and | Embarq agrees to the addition.   |   |
| 1.2      | Not raised in negotiation | "911 Service" or " <u>9-1-1 Service</u> " means a universal telephone number which gives the public direct access to the Public Safety Answering Point ("PSAP"). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.   | Embarq does not have a problem with the minor modification to the definition. It acknowledges that in standard NENA documentation it refers to the service as 9-1-1 service.   | <p>Most of the definitional changes are agnostic to the scenarios; however, more are related to scenarios 2 and 3 rather than scenario 1.</p> <p>Many of the definitions are 911 related and are already defined in the NENA Glossary (NENA Glossary, Version 10, June 5, 2007). Embarq will agree to accept the definitions in the NENA Glossary, recognizing that they may be updated over the life of the agreement.</p> |

| Section | Status                    | Intrado's Position  | Embarq's Position   | Scenario/Agreement Designation |
|---------|---------------------------|---|---|--------------------------------|
| 1.9     | Not raised in negotiation | "Automatic Location Identification/Data Management System ("ALI/DMS") means the emergency service ("E911/911") <del>database containing subscriber integrated database management and storage system which creates and stores the E-911 call routing and E-911 ALI data Containing End-user location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point ("PSAP") to route the call.</del>  | Embarq recommends that the parties delete the existing definition and replace it with the NENA definition for Database Management System (DBMS) – 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 E9-1-1 systems.  |                                |
| 1.15    | Not raised in negotiation | "Business Line" is an Embarq-owned switched access line used to serve a business customer, <del>End User</del> whether by Embarq or by a competitive LEC that leases the line from Embarq. The number of Business Lines in a Wire Center shall equal the sum of all Embarq business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, Business Line tallies (1) shall include only those access lines connecting end-user customers <del>End User</del> with Embarq end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to twenty-four (24) 64 kbps-equivalents, and therefore to twenty-four (24) "Business Lines." | Embarq does not agree to modification proposed by Intrado. The insertion of the term End User is not consistent with the FCC definition and is an attempt to alter the meaning. (See discussion below on definition of End User). Embarq will agree to use the FCC definition directly from the Code of Federal Regulations Title 47 §51.5.<br><br>Business line. A business line is an incumbent LEC-owned switched access line used to serve a business customer, whether by the incumbent LEC itself or by a competitive LEC that leases the line from the incumbent LEC. The number of business lines in a wire center shall equal the sum of all incumbent LEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies:<br><br>(1) Shall include only those access lines connecting end-user customers with incumbent LEC end-offices for switched services,<br>(2) Shall not include non-switched special access lines,<br>(3) Shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines." |                                |
| 1.19    | Not raised in negotiation | "Central Office Switches" - are switching facilities within <u>or connected to</u> the public switched telecommunications network, including, but not limited to:   | Embarq does not agree to the change put forth by Intrado. The language is overly broad. The result of Intrado's changes will cause private network switches to be included within the meaning of Central Office Switches. The recommended changes will also include broadband switches not necessarily used for voice traffic. The recommended change will include VoIP switches, essentially asking this Commission to declare that VoIP is a telecommunications service and that VoIP providers have rights to interconnect under 251(c)(2). This is a matter best addressed by the FCC.<br><br>Definitional changes such as this are usually an attempt to indirectly address a question, such is, is a 911 router a central office switch for the purposes of this agreement. The reason for such additions is usually to qualify that device under question for a specific regulatory treatment, such as the ability to charge for reciprocal compensation. Embarq prefers to address the question directly, head-on, rather than indirectly and inefficiently.  |                                |
| 1.19.1  | Not raised in negotiation | "End Office Switches" ("EOs") are switches from which <u>End User</u> <del>end user</del> Telephone Exchange Services are directly connected and offered.   | Embarq does not agree to use the term End User as defined by Intrado, which is far beyond what is generally understood by the industry. (See the discussion on the definition of End User below with respect to §1.54.)   |                                |

| Section | Status                    | Intrado's Position   | Embarq's Position  | Scenario/Agreement Designation |
|---------|---------------------------|--|--|--------------------------------|
| 1.19.2  | Not raised in negotiation | "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches <u>including sometimes functioning as E911 Tandem Switches or Selective Routers for emergency call routing.</u>  | Embarq does not agree to the modifications requested by Intrado (see response to modifications to the definition of Central Office Switch above.) The definition of tandem switch is critical to discussions on reciprocal compensation and billing for such switching, which does not apply to 9-1-1 calls.<br><br>Embarq will agree to add the NENA definition for Enhanced 9-1-1 Control Office, which should accomplish what Intrado is after.<br><br>Enhanced 9-1-1 Control Office –<br><br>The Central Office that provides the tandem switching of 9-1-1 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 Selective Router. |                                |
| 1.28    | Not raised in negotiation | "Common Transport" provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in Embarq's network. Common Transport is shared between multiple <u>Embarq</u> customers and is required to be switched at the Tandem Switch <u>or Remote Switch if applicable.</u>   | Embarq does not agree to the modifications as recommended by Intrado. The primary purpose of this language is to establish a rate element for intercarrier compensation, which is applicable to both Embarq customers and CLEC customers. Intrado's restriction to only Embarq customers is therefore inappropriate.<br><br>The addition of Remote Switch is unnecessary. Remote switches that serve separate exchanges are included in the definition of End Office above and Embarq does charge common transport for those routes.<br><br>Embarq would like to point out that if Intrado's routers are tandem switches as Intrado claims, then the transport on the back side of the Intrado switch would be common transport. Intrado is being inconsistent with the addition of "Embarq" to customers.                               |                                |
| 1.31    | Not raised in negotiation | "Control Office" is an exchange carrier center or office designated as the Party's single point of contact for the provisioning and maintenance of its portion of <u>Local Interconnection local interconnection</u> arrangements.   | Embarq will agree to the change.   |                                |
| 1.32    | Not raised in negotiation | "Copper Loop" is a stand-alone <u>Local Loop 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 (e.g., 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. | Embarq will agree to the change. Local Loop is a defined term in the agreement.  |                                |
| 1.33    | Not raised in negotiation | Custom Calling Features" means a set of Telecommunications Service features available to residential and single-line business <u>End-Users customers</u> including call-waiting, call-forwarding and three-party calling.  | Embarq does not agree to the change recommended by Intrado. Intrado's proposed definition of End-User is overly broad. (See discussion of Intrado's proposed definition of End User with respect to §1.54.)  |                                |

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| 1.37    | Not raised in negotiation | "Dedicated Transport" includes Embarq transmission facilities between Wire Centers or Switches owned by Embarq, or between Wire Centers or Switches owned by Embarq and Switches owned by Intrado Comm, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular <u>End-User customer or carrier</u> .   | Unbundled dedicated transport is sold only to carriers, not end users. Intrado's proposed definition of end user is overly broad and does include carriers. Embarq does not agree with Intrado's proposed language. (Again, see the discussion on definition of end-user proposed by Intrado with respect to §1.54.)   |                                |
| 1.40    | Not raised in negotiation | "Directory Assistance Database" refers to any <u>End-User subscriber</u> record used by Embarq in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.  | Embarq does not agree to the recommended changes. The change is unnecessary and inconsistent with industry practice. The industry uses the term subscriber record to refer to records used both for directory publishing and directory assistance. There are many FCC rules on CPNI "Customer Proprietary Network Information" and "Subscriber Lists" which use this terminology. (Again, see the discussion on definition of end-user proposed by Intrado with respect to §1.54.)   |                                |
| 1.46    | Not raised in negotiation | <u>"E9-1-1 Authority"</u> means an individual PSAP, or an entity responsible for the management and operation of multiple PSAPs within a given geographic area.  | Embarq does not agree to the definition proposed by Intrado and instead recommends using the following definition from the NENA glossary –<br><br>9-1-1 Administrator - The administrative jurisdiction of a particular 9-1-1 system. This could be a county/parish or city government, a special 9-1-1 or Emergency Communications District, a Council of Governments, an individual PSAP or other similar body.  |                                |
| 1.50    | Not raised in negotiation | "Emergency Service Number" ("ESN") is a <u>three to five digit</u> number assigned to the <u>ALI and selective routing databases for all subscriber telephone numbers</u> . <u>Master Street Address Guide (MSAG)</u> by the <u>E911 Authority</u> and <u>used for the creation of Selective Routing databases and E011 ALI records</u> . The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number. | Embarq does not agree to the modifications as proposed by Intrado but would propose using the NENA definition in the alternative.<br><br>Emergency Service Number ("ESN") - A 3-5 digit number that represents one or more ESZs. An ESN is defined as one of two types: Administrative ESN and Routing ESN (Refer to definitions elsewhere in this document.)<br><br>As there are other types of Emergency Service Numbers, Embarq is not opposed to including the NENA definition for them. This is based on the assumption that Intrado is attempting to incorporate them into a single definition.<br><br>Administrative ESN – A 3-5 digit number that represents an ESZ. It is stored in the MSAG and is returned from an ALI query. The Administrative ESN facilitates dispatching of the proper emergency service agency(ies). An Administrative ESN is assigned to each MSAG range to associate the physical addresses to an ESZ. It is used to display English Language Translations (ELT) and may be used by CPE to transfer calls to the correct responder. An Administrative ESN may not be the same as a routing ESN (Refer to Routing ESN)<br><br>Routing ESN - The 3-5 position Emergency Service Number (ESN) used by a selective router to selectively route a 9-1-1 call and for switch-based selective transfer features. In cases where Routing ESNs are not used, the routing ESN equals the Administrative ESN. (Refer to Administrative ESN) |                                |
| 1.54    | Not raised in negotiation | <u>"End-User"</u> means the individual that <u>subscribes to subscriber of record</u> and/or <u>uses the telecommunications Services provided by Embarq or Intrado</u> .   | Embarq does not agree to the definition and does not believe that a definition is needed.<br><br>Intrado's definition is overly broad. Embarq and Intrado both sell services to  |                                |

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|         |                           |   | <p>carriers, which are not end users as is generally understood. The myriad of replacements throughout the document proposed by Intrado as a result of adding this definition (i.e., changing customer to end user) are therefore inappropriate in many cases. Carriers do not buy end user services.</p> <p>In previous negotiations experienced by Embarq CLECs have sought to include a definition of end user in the ICA to indirectly address a perceived problem.</p> <p>For example, wholesale providers such as Sprint want to ensure that Embarq does not try to make an argument that they are not a telecommunications carrier because they don't serve end users directly. Embarq does not take that position and prefers to address the real issue head on rather than obtusely. For example, if Intrado is concerned about Embarq taking the "wholesale is not telecommunications" position lets address it directly.</p> <p>There are instances in its proposed language where Intrado refers to PSAPs as End Users. Embarq believes that this may be Intrado's intent with this proposal. If so, it is best to address it directly rather than forcing us to go through the meaningless exercise of changing countless references throughout the entire agreement.</p> <p>If Intrado wants to include a definition of End User Embarq recommends using the definition included in the NENA Glossary, since it is the context within which the parties are negotiating and is exactly on point with who 9-1-1 providers understand the End User to be in 9-1-1 call scenarios. The NENA definition of End-User is as follows –</p> <p>The 9-1-1 caller.</p> |                                |
| 1.55    | Not raised in negotiation | "Enhanced 911 Service" ("E911") means a telephone communication exchange service which will automatically route a call dialed caller dialing "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed. | <p>Embarq does not agree to the changes proposed by Intrado. The critical change proposed by Intrado is the replacement of the word "communication" with "exchange". It is Intrado's attempt to force Embarq to agree that E911 is telephone exchange service, which Embarq does not agree with. The FCC has defined that Wireline E911 Network as separate from the PSTN. 911 Calling is a specialized service separate from services normally classified as telephone exchange or exchange access.</p> <p>Here is the definition of Enhanced 911 Service provided by NENA on its public website –</p> <p>What is Enhanced 9-1-1?</p> <p>Enhanced 9-1-1, or E9-1-1, is a system which routes an emergency call to the 9-1-1 center closest to the caller, AND automatically displays the caller's phone number and address. The 9-1-1 call taker will typically ask the caller to verify the information, which appears on his or her computer screen. In most areas, phone number and location information is not yet available for 9-1-1 calls made from a cellular/wireless phone.</p> <p>Here is the definition of Enhanced 911 from Newton's Telecom Dictionary, 16<sup>th</sup></p>   |                                |

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|         |                           |  | <p>Edition (2000) –</p> <p>Enhanced 911 is an advanced form of 911 service. With E-911, the telephone number of the caller is transmitted to the Public Safety Answering Point (PSAP) where it is cross-referenced with an address database to determine the caller's location. That information is then displayed on a video-monitor for the emergency dispatcher to direct public safety personnel responding to the emergency. This enables police, fire departments and ambulances to find callers who cannot orally provide their precise location.</p> <p>Both of these support Embarq's premise that E911 calling, emergency calling, is recognized as a totally separate specialized service.</p> <p>Embarq does not agree with Intrado that callers are routed and not the call. This change is ridiculous. The caller is not physically routed to the PSAP.</p> |                                |
| 1.58    | Not raised in negotiation | "Fiber-to-the-curb Loop" ("FTTC Loop") means a Local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the <u>End-User customer</u> 's premises or, in the case of predominantly residential multiple dwelling units ("MDUs"), not more than 500 feet from the MDU's minimum point of entry ("MPOE"). The fiber optic cable in a fiber-to-the-curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective <u>End-User customer</u> 's premises. | <p>Embarq does not agree with the replacement of customer with End User as defined by Intrado. (See the discussion above on Intrado's proposed definition of End User).</p> <p>Embarq's definition is entirely consistent with the FCC definition included in Title 47 §51.319(a)(3) -</p> <p>(B) Fiber-to-the-curb loops. A fiber-to-the-curb loop is a local loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the-curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises.</p>         |                                |
| 1.59    | Not raised in negotiation | "Fiber-to-the-home Loop" ("FTTH Loop") means a Local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an <u>End-User's end user's customer</u> premises or, in the case of predominantly residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' MPOE.  | <p>Embarq does not agree with the replacement of customer with End User as defined by Intrado. (See the discussion above on Intrado's proposed definition of End User).</p> <p>Embarq's definition is entirely consistent with the FCC definition included in Title 47 §51.319(a)(3)</p> <p>A) Fiber-to-the-home loops. A fiber-to-the-home loop is a local loop consisting entirely of fiber optic cable, whether dark or lit, serving an end user's customer premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).</p>   |                                |

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| 1.60    | Not raised in negotiation | "Grandfathered Service" means service which is no longer available for new <u>customers End-Users</u> and is limited to the current <u>customer End-Users</u> at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.  | Embarq does not agree to the recommended change. (See the discussion above on the definition of end user proposed by Intrado with respect to §1.54).  |                                |
| 1.6.1   | Not raised in negotiation | "High Frequency Portion of the local Loop" ("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 End-User</u> .  | Embarq does not agree to the recommended change. (See the discussion above on the definition of end user proposed by Intrado with respect to §1.54). Furthermore it is not even relevant. Line sharing is grandfathered and not available to Intrado. It is included in Embarq's standard agreement as some CLECs do have grandfathered service.  |                                |
| 1.68    | Not raised in negotiation | <u>"Internet Protocol"</u> or "IP" means the method by which data is sent from one computer to another on the Internet or other networks.  | Embarq will agree to include the definition as it matches the definition included in the NENA Glossary.<br><br>The method by which data is sent from one computer to another on the Internet or other networks.<br><br>However, Embarq has concerns with Intrado's motives for wanting to add the term in a 251(c) agreement. Intrado has not raised this issue previously and has not been forthcoming with their plans, therefore Embarq can only guess at their motives.<br><br>Intrado may be attempting to insert IP to IP connections within the context of 251(c) negotiations, <u>which is not appropriate</u> . The FCC has clearly not ordered that nor even determined that IP communications is telecommunications, which impacts not only interconnection but access to unbundled network elements.  |                                |
| 1.69    | Not raised in negotiation | "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, and up to the demarcation point (e.g., Network Interface Device) at a <u>customer 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 <u>customer End-User</u> premises. Local loops include Copper Loops, Hybrid Loops, DS1 Loops, DS3 Loops, FTTC Loops and FTTH Loops. | Embarq does not agree to the recommended change based on the definition of end user as proposed by Intrado. (See the discussion above on the definition of end user proposed by Intrado).<br><br>Here is the FCC definition of Local Loop from Title 47 §51.319(a). It does include end-user in the definition and Embarq does not oppose mirroring the FCC definition provided end user remains undefined or is defined properly.<br><br>The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premises. This element includes all features, functions, and capabilities of such transmission facility, including the network interface device. It also includes all electronics, optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises as well as any inside wire owned or controlled by the incumbent LEC that is part of that transmission path. |                                |

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| 1.76    | Not raised in negotiation | "Master Street Address Guide" or "MSAG" means a database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) and is used to enable proper routing of E9-1-1 calls and the display of appropriate emergency response agencies to the PSAP receiving the call.   | Embarq recommends using the definition of MSAG included in the NENA Glossary, which is as follows:<br><br>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 9-1-1 calls.   |                                |
| 1.78    | Not raised in negotiation | "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum ("OBF"). The MECAB document contains the recommended guidelines for the billing of an access service provided to a customer <u>an End-User</u> by two or more providers or by one provider in two or more states within a single LATA.  | Embarq does not agree to the change proposed by Intrado. (See the discussion above on the definition of end user proposed by Intrado with respect to §1.54). Embarq does not agree that a carrier customer should be classified as an end user. Carrier customers are billed via MECAB, not end user customers buying telephone exchange service.  |                                |
| 1.81    | Not raised in negotiation | "NENA Company Identifier" or "NENA Company ID" means the three to five (3 to 5) character identifier obtained by the service provider from the National Emergency Number Association (NENA), 4350 N. Fairfax Drive, Suite 750 Arlington, VA 22203-1695 [see NENA's website, currently at <a href="http://www.nena9-1-1.org">www.nena9-1-1.org</a> ]. The NENA Company ID allows the PSAP to identify the service provider for the caller, and to determine the 24 X 7 number of the Company for emergency contact needs. | Embarq will agree to use the definition of Company Identifier included in the NENA Glossary –<br><br>A 3-5 character identifier, that distinguishes the entity providing voice service (e.g., Wireline, Wireless, VoIP, PBX, etc.) to the end user. The company identifier registry is maintained by NENA in a nationally accessible data base.  |                                |
| 1.87.2  | Not raised in negotiation | operator or automated assistance for billing after the <u>End-User</u> subscriber has dialed the called number (e.g., credit card calls); and  | Embarq does not agree to the recommended change based on the definition of end user as proposed by Intrado. (See the discussion above on the definition of end user proposed by Intrado).<br><br>These terms address the provision of operator services. It does not apply to carrier customers.   |                                |
| 1.89    | Not raised in negotiation | PSAP ALI Messaging ("PAM") Interface Protocol" or "PAM" means an interface that uses a proprietary protocol to retrieve the caller's ANI/ALI from another ALI system or from a dynamic ANI/ALI provider (e.g. MPC/VPC) for display at the appropriate PSAP upon the answer of a 9-1-1 call.  | Embarq does not have an issue with the definition of PAM but does have an issue with Intrado's demand that Embarq has to use PAM. 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.  |                                |
| 1.100   | Not raised in negotiation | "Pseudo-ANI" or "pANI" means a 10 digit number that is used in place of ANI for E9-1-1 call routing and the delivery of dynamic ALI information.   | Pseudo-ANI as defined by NENA only applies to wireless 911 calls but is often used generically to include pseudo numbers used for other technologies such as ESRD, ESRK, and ESRN. Embarq recommends that the parties adopt the FCC definition in the Federal Code Title 47 §9.3 –<br><br>Pseudo Automatic Number Identification (Pseudo-ANI). 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. |                                |
| 1.101   | Not raised in negotiation | "Public Safety Answering Point" or "PSAP" means an answering location for 9-1-1 calls originating in a given area.   | Embarq recommends using either the FCC definition or the NENA definition –<br><br>This is the definition in the Federal Code Title 47 §20.3 – Public Safety Answering Point. A point that has been designated to receive 911 calls and route them to emergency service personnel.  |                                |

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|         |                           |  | Here is the NENA Glossary Definition of a PSAP -<br><br>A facility equipped and staffed to receive 9-1-1 calls.  |                                |
| 1.102   | Not raised in negotiation | "Rate Center" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Embarq or Intrado Comm for its provision of basic exchange Telecommunications Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive <u>End-User end user</u> traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which Embarq or INTRADO COMM will provide basic exchange telecommunication service <u>Basic Exchange Telecommunications Services</u> bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area. | Embarq does not agree to the change capitalizing the term end user based on the definition of end user as proposed by Intrado. (See the discussion above on the definition of end user proposed by Intrado).<br><br>Embarq does not oppose the formatting change to the terms basic exchange telecommunications service.   |                                |
| 1.104   | Not raised in negotiation | <u>"Shell Records"</u> means those pre-provisioned Service Order Information ("SOI")-type records necessary to enable dynamic ANI/ALI call delivery and display methods, and used to determine call routing and the appropriate dynamic ANI/ALI provider responsible for providing the callers' ANI/ALI for display at the appropriate PSAP upon the answer of a 9-1-1 call.   | Embarq proposes minor modifications to Intrado's definition as Shell Records are use just for wireless and VoIP services.<br><br>Shell Records" means those pre-provisioned Service Order Information ("SOI")-type records necessary to enable dynamic ANI/ALI delivery and display methods for wireless and VoIP 9-1-1 calls, and used to determine call routing and the appropriate dynamic ANI/ALI provider responsible for providing the callers' ANI/ALI for display at the appropriate PSAP upon the answer of a 9-1-1 call from the wireless or VoIP customer.            |                                |
| 1.106   | Not raised in negotiation | "Selective Router" or "SR" or "E911 Tandem Switch" means the call routing system (i.e. associated hardware and software) used to route an E9-1-1 call to the proper PSAP based upon the ANI or pANI associated with the E9-1-1 calls.  | Embarq recommends that the parties agree to include the NENA definition for E911 Control Office (see Tandem Switch discussion at 1.19.2) instead of including a separate definition for selective router. The NENA definition for selective router simply refers to the E911 control office definition.  |                                |
| 1.108   | Not raised in negotiation | <u>"Service Order Information"</u> or "SOI" means the wireline End-User information acquired and retained by a service provider or pANI (Shell) records, and necessary for presentation to an ALI database in accordance with NENA Standard Formats & Protocols of ALI Data Exchange and/or Standards for Private Switch (PS) E-9-1-1 Database.  | Embarq recommends that the parties adopt the NENA definition for Service Order Input (SOI), which is as follows –<br><br>Service Order Input is a file of completed service order updates that is sent to the DBMSP by all SP's.   |                                |
| 1.100   | Not raised in negotiation | "Street Index Guide" ("SIG") is a 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.   | Embarq does not agree to strike the definition of SIG.<br><br>SIG is the same type of information as MSAG but for a different geographic area. MSAG covers an entire PSAP area while SIG only includes Embarq's service territory. SIG is valid for a carrier that is providing competitive local exchange services via resale and wants to know where all of Embarq's services are available We provide SIG to other carriers for other purposes along with MSAG. Embarq will address Intrado's concerns about the confusion between SIG and MSAG in other sections of the ICA. |                                |
| 1.114   | Not raised in negotiation | "Tandem Office Switches," "Tandem," and "Tandem Switching" describe Class 4 switches <u>which and E911 Tandem Switches or SRs that</u> are used to connect and switch trunk circuits between and among End Office Switches, Remote Switches and other tandems and Public Safety Answering Points.  | Embarq recommends that the parties agree to include the NENA definition for E911 Control Office (see Tandem Switch discussion at 1.19.2) instead of making inappropriate changes here. Remote Switches connect to host switches, not necessarily tandem switches. A PSAP is not a switch location and should not be  |                                |

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|         |                           |   | included in what is normally used to refer to central office switch hierarchy. Intrado is being inconsistent. On one hand they want the PSAP to be treated like a switch and on the other hand they want the PSAP to be treated like an end user. They cannot have it both ways.   |                                |
| 1.116   | Not raised in negotiation | "Technically Feasible" refers solely to technical or operational concerns, rather than economic, space, or site considerations as defined by the FCC.   | Embarq will agree to include the FCC definition in its entirety. Embarq's shortened definition is entirely consistent. Here's the FCC definition from the FCC code Title 47, §51.5 -<br><br>Technically feasible. 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 incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is technically feasible. An incumbent LEC 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. |                                |
| 1.126   | Not raised in negotiation | Virtual NXX Traffic ("VNXX Traffic") – As used in this Agreement, Virtual NXX traffic or VNXX Traffic is defined as calls in which a Party's <u>customer End-User</u> is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the <u>customer End-User</u> 's actual physical premise location.                       | Embarq will not agree to the change the term customer to end user based on the definition of end user as proposed by Intrado. (See the discussion above on the definition of end user proposed by Intrado).<br><br>Virtual NXX is usually an issue that is fought over within the context of dial up ISP traffic. Embarq does not understand the significance to Intrado for the provision of 9-1-1 service.   |                                |
| 1.127   | Not raised in negotiation | "Voice over Internet Protocol" or "VoIP" means a service that: (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the user's location; (3) requires IP-compatible customer premises equipment (CPE); and (4) permits users to generally receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network. | Embarq recommends that the term be modified to match the FCC definition for "Interconnected VoIP".<br><br>The FCC definition for Interconnected VoIP from Title 47 §9.3 is as follows –<br><br>Interconnected VoIP service. An interconnected Voice over Internet protocol (VoIP) service is a service that:<br>enables real-time, two-way voice communications;<br>requires a broadband connection from the user's location;<br>requires Internet protocol-compatible customer premises equipment (CPE); and<br>permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.<br><br>Embarq has a commercial agreement with Intrado for the provision of 9-1-1 services to Interconnected VoIP providers.   |                                |

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| 1.128   | Not raised in negotiation | "Wholesale Service" means Telecommunication Services that Embarq provides at retail to <u>subscribers</u> <u>End-User</u> who are not Telecommunications Carriers as set forth in 47 USC § 251(c) (4) which Embarq provides to resellers at a wholesale rate.  | Embarq does not agree to changing the term subscribers to end user based on the definition of end user as proposed by Intrado. (See the discussion above on the definition of end user proposed by Intrado with respect to §1.54). The phrase "End-User who are not Telecommunications Carriers" is contradictory as well as bad grammar.  |                                |
| 1.129   | Not raised in negotiation | "Wire <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 <u>customers</u> <u>End-Users</u> served by a given Wire Center are located.  | Embarq does not agree to replace the term customers with end user based on the definition of end user as proposed by Intrado. (See the discussion above on the definition of end user proposed by Intrado with respect to §1.54).  |                                |
|         |                           |  | <p>Embarq Recommends that the following definitions be added to the ICA as they are relevant to the issues –</p> <p>Federal Code Title 47 §9.3 –</p> <p>Wireline E911 Network. A dedicated wireline network that:<br/>interconnected with but largely separate from the public switched telephone network;<br/>includes a selective router; and<br/>(3) Is utilized to route emergency calls and related information to PSAPs, designated statewide default answering points, appropriate local emergency authorities or other emergency answering points.</p> |                                |
| 5.1     | Not raised in negotiation | This Agreement shall be deemed effective upon the Effective Date first stated above, and continue for a period of <u>two</u> <u>three</u> years until [Enter End Date] ("End Date"), unless earlier terminated in accordance with this Section 5 provided however that if Intrado Comm has any outstanding past due obligations to Embarq or any of Embarq's affiliates, this Agreement will not be effective until such time as any <u>undisputed</u> past due obligations with Embarq are paid in full. 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 <u>each Party</u> <u>Intrado Comm</u> has established a customer account with <u>the other Party</u> Embarq and has completed the Implementation Plan described in this Agreement. | <p>Embarq would be okay with this assuming that section 6.2 provides for an outside limit to post-expiration services. Embarq believes this could have been resolved during negotiation; however, the issue was not raised until arbitration.</p> <p>Embarq is okay with this deletion.</p>  |                                |
| 5.3     | Not raised in negotiation | Embarq <u>Either Party</u> may terminate this Agreement upon <u>ten</u> <u>sixty</u> (60) Days notice if INTRADO COMM is not exchanging traffic with Embarq <u>the other Party</u> or has not submitted orders pursuant to this Agreement within <u>one hundred eighty</u> (180) Days <u>three hundred sixty</u> (360) Days of the Effective Date. In addition, Embarq <u>the Parties reserve</u> reserves the right to terminate this Agreement immediately upon <u>written</u> notice from the <u>INTRADO COMM</u> <u>the other Party</u> that it has ceased doing business in this state. In addition to notice from CLEC, Embarq may utilize any publicly available information in   | <p>Embarq objects to a 60 day notice period, but would be willing to compromise at a 30 day notice period that follows a nine-month inactivity period. Embarq objects to three hundred and sixty days. Embarq believes this could have been resolved during negotiation; however, the issue was not raised until arbitration.</p> <p>Embarq is okay with this modification.</p>  |                                |

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|         |                           | concluding that CLEC is no longer doing business in this state, and immediately terminate this Agreement.  | Embarq is okay with this deletion.  |                                |
| 5.5     | Not raised in negotiation | Notwithstanding the above, <u>should Embarq shall provide sixty (60) days prior written notice to Intrado Comm if Embarq intends to sell or trade substantially all the assets in an exchange or group of exchanges that Embarq uses to provide Telecommunications Services, After providing such notice to Intrado, then Embarq may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon sixty (60) Days prior written notice in accordance with relevant state commission approvals.</u>   | Embarq is okay with this addition.<br><br>Embarq is okay with this addition.<br><br>Embarq is okay with this addition.  |                                |
| 6.2     | Not raised in negotiation | 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 <u>end users</u> <u>End-Users</u> 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 <u>at the written request of either Party only until the earlier to occur of (i) the Parties execute a successor agreement, (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.</u> | Embarq is okay with this deletion.<br><br>Embarq's position on §5.1 is based on the assumption that the outside one year limitation in this section would not be deleted.   |                                |
| 6.3.2   | Not raised in negotiation | An existing agreement between Embarq and another carrier adopted by INTRADO COMM for the remaining term of that agreement. <u>If INTRADO COMM fails to designate an agreement under this subsection, then Embarq may designate such agreement.</u>   | We object to this deletion; however, in an effort to compromise Embarq suggests the following modification:<br><br><u>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.</u><br><br>Embarq believes this could have been resolved during negotiation; however, the issue was not raised until arbitration. |                                |
| 7.1     | Not raised in negotiation | In consideration of the services provided by <u>Embarq</u> <u>the Parties</u> under this Agreement, <u>INTRADO COMM</u> <u>the Parties</u> shall pay the charges set forth in Part C subject to the provisions of Section 4 hereof and subject to the dispute provisions provided herein. <u>Additional billing procedures for charges incurred by INTRADO COMM hereunder are set forth in Part J.</u>   | Embarq agrees to these modifications.   |                                |

| Section | Status                    | Intrado's Position  | Embarq's Position  | Scenario/Agreement Designation  |
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|         |                           |   | Embarq agrees to these modifications.  |   |
| 7.2     | Not raised in negotiation | <u>Embarq shall pay interconnection charges in parity with other telecommunication service providers connecting similarly to Intrado Comm's Intelligent Emergency Network™</u>  | <p>Embarq will not agree without further clarification and limiting language. This will likely occur in Scenario 3, where Intrado provides the Wireline E911 Network to the PSAP and Embarq has to interconnect in order to provide 911 calling to its end users. Today, Intrado provides wholesale services to carriers acting as the interface between the carrier and the Wireline E911 Network provider. That is, in Embarq's view, the context of the products that Intrado offers today. Intrado has not provided a description of the services and charges to Embarq for its consideration.</p> <p>As the Wireline E911 Network Provider Intrado will get compensation for those components from public funding from the PSAP, which is usually established legislatively.</p> <p>It is totally inappropriate for Intrado to charge Embarq for those services in an effort either to double bill or shift costs from public funding to connecting carriers.</p> <p>In Scenario 3 Embarq is responsible for provisioning the 911 facilities on its network and for transporting its end user 911 calls to the router maintained by Intrado acting as the Wireline E911 Network provider. Embarq assumes that it will either self provide the transport or buy from a telecommunications carrier that actually owns transport facilities.</p> <p>The PSAP normally pays for the router, the E911 databases, and connectivity between each and the PSAP.</p> | This is predominately for Scenario 3, but may apply to Scenario 2, both of which are commercial arrangements. It is uncertain as Intrado has provided a detailed description of charges, etc. |
| 7.3.3   | Not raised in negotiation | If an <u>undisputed</u> invoice is not paid within forty-five (45) Days after the bill date, <u>Embarq either Party</u> may suspend processing new orders and cancel any pending orders.  | Embarq is okay with this modification.   |   |
| 7.3.4   | Not raised in negotiation | If the account remains <u>non-disputed amounts remain</u> delinquent <u>sixty (60)</u> <u>ninety (90)</u> Days after the bill date, <u>Embarq will either Party may</u> terminate all services under this Agreement.  | <p>Embarq is okay with the addition of the words "non-disputed amounts remain". Embarq objects to changing 60 days 90 days since payment terms should be commensurate with risk. If Intrado agrees to allow a deposit equal to three months estimated billing, Embarq can agree to this modification.</p> <p>Embarq believes this could have been resolved during negotiation; however, the issue was not raised until arbitration.</p>  |   |
| 7.4     | Not raised in negotiation | If the <u>INTRADO-COMM</u> <u>either Party</u> disputes any charges shown on an invoice, the following billing dispute procedures are the exclusive means for challenging such charges, and the failure by <u>INTRADO-COMM</u> <u>either Party</u> to follow such procedures will result in the suspension or termination of service for non-payment of invoiced amounts pursuant to Section 7.3 above: | Embarq accepts these modifications.  |   |
| 7.4.1   | Not raised in negotiation | Any billing dispute must be submitted in writing, itemizing the particular charges that <u>INTRADO-COMM</u> <u>either Party</u> is challenging, and explaining in reasonable detail the specific grounds for disputing the validity or applicability of such charges.   | Embarq accepts these modifications.  |   |

| Section | Status                    | Intrado's Position   | Embarq's Position                   | Scenario/Agreement Designation |
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| 7.4.2   | Not raised in negotiation | Billing disputes must be submitted to the National Dispute Center on the billing dispute form designated by Embarq and to [insert] for INTRADO COMM, along with any payment for undisputed charges that are shown on such invoice. The billing dispute form may be accompanied by any additional, relevant materials submitted by INTRADO COMM.  | Embarq accepts this modification.   |                                |
| 7.5     | Raised in negotiation     | Late payment charges on invoices not paid when due (or any portion thereof which is not subject to a timely filed dispute) will be assessed until the <u>undisputed</u> amount due is paid in full, and shall be calculated using a rate equal to the lesser of the following:   | Embarq accepts this modification.   |                                |
| 7.5.1   | Not raised in negotiation | the total amount due times the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment due date to and including the date the <u>customer</u> -paying Party actually makes the payment to Embarq, or  | Embarq accepts this modification.   |                                |
| 7.5.2   | Not raised in negotiation | the total amount due multiplied by a factor of 0.000329 times the number of days which occurred between the payment due date and (including) the date INTRADO COMM the Party making the late payment actually makes the payment to Embarq.   | Embarq accepts these modifications. |                                |
| 7.6     | Not raised in negotiation | <del>Embarq</del> The Parties shall credit INTRADO COMM each other for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by <del>Embarq</del> the other Party. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.  | Embarq accepts these modifications. |                                |
| 7.7     | Not raised in negotiation | <del>Embarq</del> The Parties will bill INTRADO COMM for message provisioning and, if applicable, data tape charges related to exchange access records. <del>Embarq</del> The Parties will bill INTRADO COMM for the records at the rates on Table One. If INTRADO COMM either Party requests additional copies of the monthly invoice, <del>Embarq</del> the Parties may also bill INTRADO COMM for the additional copies.  | Embarq accepts these modifications. |                                |
| 7.8     | Not raised in negotiation | <del>Embarq</del> The Parties shall comply with various industry, OBF, and other standards referred to throughout this Agreement. <del>Embarq</del> The Parties will review any changes to industry standards, and implement the changes within the industry-defined window. <del>Embarq</del> The Parties will notify INTRADO COMM each other of any deviations to the standards.   | Embarq accepts these modifications. |                                |
| 7.9     | Not raised in negotiation | Where Parties have established interconnection, Embarq and the INTRADO COMM agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. <del>Embarq</del> The Parties will provide INTRADO COMM the appropriate records to bill exchange access charges to the IXC. Embarq will capture EMI records for inward terminating calls and send them to INTRADO COMM, as appropriate, in a daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or CD Rom). Upon Embarq's request, INTRADO COMM will provide Embarq the appropriate records to bill exchange access charges to the IXC. INTRADO COMM will capture EMI records for inward terminating calls and send them to Embarq, as appropriate, in a daily or other agreed upon interval, via and agreed upon | Embarq accepts these modifications. |                                |

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|         |                           | media (e.g.: Connect Direct or CD Rom).  |  |                                |
| 7.10    | Not raised in negotiation | <del>Embarq</del> The Parties shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.  | Embarq accepts these modifications.  |                                |
| 8.1     | Raised in negotiation     | Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, <u>may</u> perform an audit <u>through an independent third party</u> of the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. "Audit" shall mean a comprehensive review of bills for services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to bills for services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld. | Embarq does not agree to this addition because it imposes a requirement that unnecessarily increases the costs of such audits. Audit provisions that do not require a third party are standard throughout the industry, and any confidentiality concerns that Intrado may have are covered by other provisions of the Agreement. |                                |
| 9.2     | Not raised in negotiation | <del>INTRADO COMM</del> The Parties acknowledges that <del>its</del> <u>their rights</u> under this Agreement for Local Interconnection with <del>Embarq</del> the other Party's network and <u>Intrado Comm's right</u> to unbundled and/or combine Embarq's Network Elements may be subject to or limited by intellectual property rights and contract rights of third parties. Embarq agrees to use its best efforts to obtain for INTRADO COMM, third party intellectual property rights, under commercially reasonable terms, to each unbundled Network Element necessary for INTRADO COMM to use such unbundled Network Element in the same manner as Embarq.  | Embarq is okay with these modifications.   |                                |
| 9.5     | Not raised in negotiation | All costs associated with the extension of third party intellectual property rights to <del>INTRADO COMM</del> either Party pursuant to Section 9.2 including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be part of the cost of providing <u>Local Interconnection</u> or the unbundled Network Element to which the intellectual property rights relate and apportioned to all requesting <del>INTRADO COMM</del> service providers using that <u>Local Interconnection</u> or unbundled Network Element including Embarq.  | Embarq is okay with this modification.<br><br>Embarq is okay with capitalizing Local Interconnection.<br><br>Embarq accepts these modifications.   |                                |

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| 9.6     | Not raised in negotiation | <p>Embarq <u>The Parties</u> hereby conveys no licenses to use such third party intellectual property rights and makes no warranties, express or implied, concerning <u>INTRADO COMM either Party</u>'s rights with respect to such third party intellectual property rights and contract rights, including whether such rights will be violated by such Local Interconnection or unbundling and/or combining of Network Elements (including combining with <u>INTRADO COMM either Party</u>'s use of other functions, facilities, products or services furnished under this Agreement). Any licenses or warranties for intellectual property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the third party intellectual property rights Embarq agrees in Section 0 to use its best efforts to obtain.</p> | Embarq is okay with these modifications.  |                                |
| 10.2    | Not raised in negotiation | Notwithstanding the foregoing, in no event shall <u>Embarq either Party</u> 's liability to <u>INTRADO COMM the other Party</u> for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.   | Embarq is okay with these modifications.  |                                |
| 10.4    | Raised in negotiation     | EMBARQ SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF INTRADO COMM'S EQUIPMENT AND OTHER PREMISES ONLY <u>TO THE EXTENT IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY EMBARQ'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.</u>   | Embarq is okay with this modification. This issue was resolved during negotiation.  |                                |
| 11.2    | Not raised in negotiation | INTRADO COMM shall indemnify and hold harmless Embarq from all claims by INTRADO COMM's <u>subscribers End-Users.</u>   | See discussion related to definition of End User for §1.54 above and elsewhere.   |                                |
| 11.3    | Not raised in negotiation | Embarq shall indemnify and hold harmless INTRADO COMM from all claims by Embarq's <u>subscribers End-Users..</u>  | See discussion related to definition of End User for §1.54 above and elsewhere.   |                                |
| 11.7    | Not raised in negotiation | When the lines or services of other companies and <u>INTRADO COMM's either Party</u> are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.   | Embarq does not agree to this deletion because the word "CLEC" in the original ICA form was supposed to refer to "Carriers" and not to all CLECs, which Intrado confused with itself as the defined "CLEC" party. Embarq suggests that the word "CLEC" be replaced with the word "Carriers". Embarq believes this could have been resolved during negotiation; however, the issue was not raised until arbitration. |                                |
| 11.8    | Not raised in negotiation | In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its <u>subscribers End-Users.</u> , that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any <u>subscribers End-Users.</u> or third party for  | See discussion related to definition of End User for §1.54 above and elsewhere.   |                                |
| 11.9    | Not raised in negotiation | <u>If INTRADO COMM has physical collocations under this Agreement,</u> INTRADO COMM shall also indemnify and hold Embarq harmless from <u>subject to the requirements of Section 11.1</u> any and all claims arising from:  | Embarq agrees to this modification.<br><br>Embarq does not agree to this modification. The indemnity in this Section is distinct from Section 11.1 and serves a different purpose. It serves no purpose to make them subject to one another and does not make sense.  |                                |

| Section | Status                    | Intrado's Position  | Embarq's Position   | Scenario/Agreement Designation |
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| 11.10   | Not raised in negotiation | If CLEC If Intrado Comm has physical collocations under this Agreement, 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 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. | Embarq is okay with this addition.  |                                |
| 11.11   | Not raised in negotiation | If Intrado Comm has physical collocations under this Agreement and 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.   | Embarq is okay with this addition.  |                                |
| 11.12   | Not raised in negotiation | If Intrado Comm has physical collocations under this Agreement, 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.   | Embarq is okay with this addition.  |                                |
| 11.13   | Not raised in negotiation | If Intrado Comm has physical collocations under this Agreement, 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.   | Embarq is okay with this addition.  |                                |
| 12.6    | Raised in negotiation     | "All Risk" property insurance on a full replacement cost basis insuring INTRADO COMM's property situated on or within the Property, naming Embarq as loss payee <u>to the extend Embarq can demonstrate a financial interest in said property.</u> INTRADO COMM may elect to insure business interruption and contingent business interruption, as it is agreed that Embarq has no liability for loss of profit or revenues should an interruption of service occur.  | Embarq is okay with this modification. This issue was resolved during negotiation.  |                                |
| 12.7    |                           | Nothing contained in this Section shall limit CLEC's liability to Embarq to the limits of insurance certified or carried.   | Embarq does not agree to the proposed deletion. Intrado has not provided any rationale for why Embarq should bear the burden for any liability caused by Intrado in situations where the damages caused by Intrado exceeds any policy of insurance that Intrado carries. Intrado's proposed deletion of Section 12.7 is nothing more than an improper attempt to shift this risk and responsibility to Embarq, and to effectively make Embarq an uncompensated insurer of Intrado's negligence. |                                |

| Section | Status                    | Intrado's Position   | Embarq's Position   | Scenario/Agreement Designation  |
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| 13.1    | Not raised in negotiation | INTRADO COMM shall provide the exclusive interface to INTRADO COMM subscribers <u>End-Users</u> , except as INTRADO COMM shall otherwise specify for the reporting of trouble or other matters identified by INTRADO COMM for which Embarq may directly communicate with INTRADO COMM subscribers <u>End-Users</u> . In those instances where INTRADO COMM requests that Embarq personnel interface with INTRADO COMM subscribers <u>End-Users</u> , such Embarq personnel shall inform the INTRADO COMM subscribers <u>End-Users</u> that they are representing INTRADO COMM, or such brand as INTRADO COMM may specify.  | See discussion related to definition of End User for §1.54 above and elsewhere.   |   |
| 13.2    | Not raised in negotiation | Other business materials furnished by Embarq to INTRADO COMM subscribers <u>End-Users</u> shall bear no corporate name, logo, trademark or tradename.  | See discussion related to definition of End User for §1.54 above and elsewhere.   |   |
| 25.3.1  | Not raised in negotiation | If Embarq either Party provides written notice to the INTRADO COMM other Party that a billing dispute has been denied, stating the grounds for such determination, then the INTRADO COMM other Party shall have ten (10) Days in which to either pay the disputed amounts or to send written notice to the National Dispute Center advising that the INTRADO COMM the collecting Party disagrees with the determination by Embarq, and such notice may be accompanied by any additional, relevant materials submitted by INTRADO COMM. Failure by the INTRADO COMM the disputing Party, to make a timely response to a notice of denial by Embarq shall result in lifting the suspension of the payment due date for such disputed invoice, and the possible assessment of late charges and suspension or termination of service for non-payment of billed amount in accordance with Section Error! Reference source not found.. | Embarq accepts these modifications.   |   |
| 25.3.2  | Not raised in negotiation | Failure by the INTRADO COMM either Party to make a timely response to a notice of denial by Embarq shall also preclude the INTRADO COMM that Party from thereafter requesting an escalation of the same dispute under Section Error! Reference source not found., although the INTRADO COMM the disputing Party, may file a petition in compliance with Section Error! Reference source not found..  | Embarq accepts these modifications.   |   |
| 27.2.1  | Not raised in negotiation | Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer <u>End-User</u> shall be borne and paid by the providing Party.  | See discussion related to definition of End User for §1.54 above and elsewhere.   |   |
| 35.1    | Not raised in negotiation | In situations where a competitive LEC has the use of the facilities ( <i>i.e.</i> , Local Loop) to a specific customer premise, either through resale of local service or the lease of the Local Loop as an Unbundled Network Element, and Embarq receives a good faith request for service from a customer at the same premise or from another carrier with the appropriate customer authorization, the procedures below will apply.  | Embarq cannot agree to replacing terms such as customer with the term End User as defined by Intrado. (See the discussion above on the definition of end user proposed by Intrado).<br><br>The use of facility section pertains to the way that facilities are assigned when the end user changes service providers. For example, when an end user changes their service from one CLEC to another it allows Embarq to use the | It is unclear whether or not this would ever be applicable to Intrado. The only way that Intrado might use loop facilities would be as a UNE from the PSAP to a collocation |

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|         |                           |   | same loop. It is a more efficient way of assigning facilities.   | in Scenario 3.   |
| 35.1.2  | Not raised in negotiation | Where INTRADO COMM is using a single facility to provide service to multiple <u>end user customers</u> , Embarq will not disconnect that facility as a result of the following procedures.  | See discussion related to definition of End User for §1.54 above and elsewhere.  |  |
| 35.1.4  | Not raised in negotiation | <u>Customer End-User</u> with Existing Service Changing Local Service Provider: In situations where a competitive LEC submits an order for an end user <u>customer End-User</u> that is changing local service providers for existing service, and is not adding service ( <i>i.e.</i> , an additional line), Embarq will process the service request without delay, and provide the losing competitive LEC a <u>customer End-User</u> loss notification consistent with industry standards.  | See discussion related to definition of End User for §1.54 above and elsewhere.  |  |
| 35.1.5  | Not raised in negotiation | <u>Customer End-User</u> with Existing Service Adding New Service<br>In situations where an order is submitted for an <u>end user customer End-User</u> adding service to existing service ( <i>i.e.</i> , an additional line), the order should be marked as an additional line and existing facilities will not be affected.  | See discussion related to definition of End User for §1.54 above and elsewhere.  |  |
| 35.1.6  | Not raised in negotiation | <u>Customer End-User</u> Requesting New Service where Previous <u>Customer End-User</u> has Abandoned Service<br>(a)The following applies in the case where an <u>end user customer End-User</u> vacates premises without notifying the local service provider and a new <u>end user customer End-User</u> moves into the vacated premises and orders new service from a local service provider and neither Embarq nor the previous local service provider are aware that the original <u>end user customer End-User</u> has abandoned the service in place.  | See discussion related to definition of End User for §1.54 above and elsewhere.  |  |
| 38.1    | Not raised in negotiation | At the request of INTRADO COMM, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, Embarq shall make available to INTRADO COMM for resale Telecommunications Services that Embarq currently provides or may provide hereafter at retail to <u>subscribers</u> <u>End-User</u> who are not Telecommunications Carriers. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided by Embarq to INTRADO COMM pursuant to this Part D are collectively referred to as "Local Resale." To the extent that this Part describes services which Embarq shall make available to INTRADO COMM for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive. | Embarq cannot agree to replacing terms such as customer or subscriber with the term End User as defined by Intrado. (See the discussion above for §1.54 above and elsewhere on the definition of end user proposed by Intrado).<br><br>This section is for the resale of retail services. Wholesale services sold to carriers are not subject to resale. | It is unclear whether or not this would ever be applicable to Intrado based on the information provided. |
| 39.1.1  | Not raised in negotiation | Voluntary Federal and State <u>Subscriber End-User</u> Financial Assistance Programs. Subsidized local Telecommunications Services are provided to low-income <u>subscribers</u> <u>End-Users</u> pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State <u>Subscriber</u> Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement.  | Embarq cannot agree to replacing terms such as customer or subscriber with the term End User as defined by Intrado. (See the discussion above on the definition of end user proposed by Intrado).<br><br>This section is for the resale of retail services. Wholesale services sold to carriers are not subject to resale.                               | It is unclear whether or not this would ever be applicable to Intrado based on the information provided. |

| Section   | Status                    | Intrado's Position   | Embarq's Position  | Scenario/Agreement Designation  |
|-----------|---------------------------|--|--|---|
| 39.1.2    | Not raised in negotiation | Embarq shall offer for resale to INTRADO COMM all Grandfathered Services solely for the existing grandfathered base on a <u>customer</u> <u>End-User</u> specific basis. Embarq shall make reasonable efforts to provide INTRADO COMM with advance copy of any request for the termination of service and/or grandfathering to be filed by Embarq with the Commission.   | See discussion related to definition of End User for §1.54 above and elsewhere.  |   |
| 39.1.3    | Not raised in negotiation | Embarq shall offer for resale all of its Telecommunications Services available at retail to <u>subscribers</u> <u>End-Users</u> who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) Days, all in accordance with FCC and Commission Rules and Regulations. For Contract Service Arrangements, Special Arrangements, or ICBs, the <u>end-user</u> <u>customer</u> <u>End-User</u> 's agreement with Embarq will terminate and any applicable termination liabilities will be charged to the <u>end-user</u> <u>customer</u> <u>End-User</u> . The terms of the Contract Service Arrangement, Special Arrangement or ICB will apply commencing on the date INTRADO COMM commences to provide service to the end-user customer and ending on the end date of the Contract Service Arrangement, Special Arrangement or ICB. Embarq will apply the rate in the Contract Service Arrangement, Special Arrangement or ICB in accordance with Section Error! Reference source not found.. | See discussion related to definition of End User for §1.54 above and elsewhere.  |   |
| 54.1.1(a) | Not raised in negotiation | Intrado wants to change "subscriber" to "End-User"   | <p>Embarq cannot agree to replacing terms such as customer or subscriber with the term End User as defined by Intrado. (See the discussion above on the definition of end user proposed by Intrado).</p> <p>The description of what constitutes a routine network modification for a local loop is entirely consistent with the language contained in the Federal Code, Title 47 §51.319(a)(7)(ii) –</p> <p>(ii) A routine network modification is an activity that the incumbent LEC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to a DS1 loop to activate such loop for its own customer. They also include activities needed to enable a requesting telecommunications carrier to obtain access to a dark fiber loop. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a requesting telecommunications carrier.</p> <p>The terms proposed by Embarq do not contain the reference to dark fiber loops as the FCC has found that ILECs no longer have to unbundle dark fiber loops (Title 47 §51.319(a)(6)). Therefore Embarq will not agree to terms that reference modifications to dark fiber loops.</p> | These terms may apply to Scenario 3 where Intrado uses unbundled loops to serve a PSAP. |

| Section | Status                    | Intrado's Position  | Embarq's Position   | Scenario/Agreement Designation   |
|---------|---------------------------|---|---|--|
| 54.5    | Not raised in negotiation | <u>Notwithstanding any other provision of this Agreement, Intrado Comm shall have the right to deploy, upgrade, migrate and maintain its network components and facilities at its discretion. The Parties acknowledge that Intrado Comm, at its election may deploy equipment and facilities that may inhibit or facilitate Embarq's ability to provide service using certain technologies. Intrado Comm shall provide thirty (30) days advanced notice of such upgrades to Embarq prior to making upgrades. In the event such upgrades impact Embarq's End-Users, both Parties shall work cooperatively to resolve any interoperability issues before such changes are made.</u> | <p>Embarq does not agree to the terms without further discussion and explanation.</p> <p>All parties work together in the provision of 911 services. No party has a unilateral right to change its technology and force other carriers to incur costs and upgrade their equipment.</p> <p>For example, if a PSAP wants to migrate to an IP solution, this is definitely not a 251(c) matter. Cost recovery for such a major change is also an issue and may be addressed through E911 public funding.</p> <p>In addition, a 30 day notice for a change that may require engineering, capital expenditures, etc., is totally unreasonable.</p> <p>Embarq understands Intrado's desire to manage its own network and maintain its right to make changes. Embarq seeks the same consideration and cannot agree to give it up within this context.</p> <p>Every carrier that is a telecommunications carrier is prohibited from installing features and functions that are contrary to FCC rules.</p> <p>The following is from Title 47 § 51.100-</p> | It is unclear which scenario this would apply to. Embarq assumes that this is more applicable to Scenarios 2 and 3, which are commercial arrangements. |
| 54.6    | Not raised in negotiation | <u>Nothing in this Agreement shall limit Intrado Comm's ability to modify its network through the incorporation of new equipment, software or facilities.</u>   | See the response for §54.5 immediately above.   |  |
| 55.1    | Not raised in negotiation | The Parties shall reciprocally terminate Local Traffic and IntralATA/InterLATA toll calls <u>and 911 Service and E911 Service</u> originating on the other Party's network as follows:  | <p>Embarq does not agree to the recommended change as it is not applicable to Scenario 1, which is the only Scenario subject to 251(c) negotiations.</p> <p>In Scenario 1 the 911 calls will originate from Intrado customers (not carriers or PSAPs) and terminate to the PSAP served by Embarq, through the Wireline E911 Network provided by Embarq. Calls are therefore terminated by Embarq and not Intrado.</p> <p>The only time when Intrado will terminate E911 calls from Embarq are in Scenarios 2 and 3, which are commercial arrangements.</p>  | Changes are applicable to Scenarios 2 and 3, which are commercial.   |
| 55.1.3  | Not raised in negotiation | <u>Separate one way trunks will be utilized for connecting INTRADO COMM's switch to each 911/E911 tandem. One-way trunks shall be utilized for Local Interconnection of Embarq's network to Intrado's Intelligent Emergency Network™ for the purpose of emergency call routing applications where Intrado services as the E911 Service provider and for Local Interconnection of Intrado's network to Embarq's Selective Routers or E911 Tandem Switches where Embarq serves as the E911 Service provider.</u>  | <p>Embarq will agree to Intrado's terms as modified below, consistent with the position that Scenario 1 is the only one subject to 251(c) negotiations. Embarq is willing to negotiate connection for Scenario's 2 and 3 on a commercial basis.</p> <p>One-way trunks shall be utilized <u>for Local Interconnection of Embarq's network to Intrado's Intelligent Emergency Network™ for the purpose of emergency call routing applications where Intrado services as the E911 Service provider and for Local Interconnection of Intrado's network to Embarq's Selective Routers or E911 Tandem Switches where Embarq serves as the E911 Service provider.</u></p>  | The changes recommended by Intrado are predominately for Scenarios 2 and 3, which are commercial arrangements. See response.                           |
| 55.1.4  | Raised in negotiation     | <u>One-way trunks will be utilized if Parties deploy E9-1-1 inter-tandem trunking configurations. These trunk configurations shall be dependent upon the Embarq E9-1-1 SR capabilities. E9-1-1 inter-tandem trunking shall allow the transfer of E9-1-1 calls between PSAPs subtending on each Party's respective E9-1-1 network.</u>   | Embarq does not agree to 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. Peering arrangements between E911 network providers are usually provisioned   | Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements.                                     |

| Section    | Status                    | Intrado's Position   | Embarq's Position   | Scenario/Agreement Designation  |
|------------|---------------------------|--|---|---|
|            |                           |  | <p>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) 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>   |   |
| 55.2.1     | Not raised in negotiation | <p>Point of Interconnection. INTRADO COMM must establish a minimum of one POI within each LATA, at any technically feasible point, on Embarq's network. <u>In addition, INTRADO COMM shall establish additional POIs under the following circumstances:</u></p>  | <p>The Point of Interconnection ("POI") between Intrado and Embarq for Scenario 1 is where the Wireline E911 Network begins, which is at the selective router. Intrado has the obligation of securing the transport facilities and providing the dedicated trunks between its switches and the selective router. Embarq provides the facilities from the selective router to the PSAP to the emergency services provider, not Intrado. This position is consistent with the FCC's description of the Wireline E911 Network included above and Embarq's experience with providing the services to CLECs for many years.</p> <p>The trunks connecting Intrado's switches and the selective router are dedicated solely to providing E911 service. Calls are one-way, that is they are originated by Intrado's end user customers when they dial 911 and delivered to the PSAP through the selective router. The 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> | <p>POI is a legitimate issue for Scenario 1.</p> <p>It is not legitimate issue for Scenario's 2, which is a commercial arrangement.</p> <p>It is a legitimate issue for Scenario 3, but that is a commercial arrangement.</p> |
| 55.2.1 (a) | Not raised in negotiation | <p>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.</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 would build facilities to meet Embarq (Section 55.2.4) the POI remains on Embarq's network (see First Report and</p>  | <p>This is relevant to Scenario 1.</p>  |

| Section    | Status                    | Intrado's Position  | Embarq's Position  | Scenario/Agreement Designation |
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|            |                           |   | <p>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><u>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 E911 Service traffic with Intrado Comm pursuant to 55.4.</u></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>When the Parties choose <u>Intrado Comm requests</u> to interconnect at a mid-span meet, INTRADO COMM and Embarq will jointly provision the facilities that connect the two <u>Parties'</u> networks. Embarq will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. <u>Embarq Each Party</u> 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.</p> <p>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>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> <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> |                                |
| 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</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</p>  |                                |

| Section    | Status                    | Intrado's Position   | Embarq's Position   | Scenario/Agreement Designation |
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|            |                           | 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.  | 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.  |                                |
| 55.3.3 (b) | Not raised in negotiation | <u>Embarq must provide an official Access Carrier Name Abbreviation (ACNA) (currently assigned by Telcordia Technologies, Inc.) 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>   | Embarq does not agree to include these terms in a 251(c) agreement. The only time that Embarq might possibly order services from Intrado is in Scenario 3, which should be negotiated as a commercial arrangement.<br><br>Embarq does maintain valid ACNAs and OCNs for its operating companies.<br><br>Embarq does not have a "national OCN" and is not obligated to acquire one.  | Scenario 3 - Commercial        |
| 55.4       | Not raised in negotiation | <u>Interconnection of the Embarq Network to Intrado Comm's Intelligent Emergency Network</u>   | 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.   | Scenario 3 - Commercial        |
| 55.4.1     | Not raised in negotiation | <u>In geographic areas in which Intrado Comm has been designated as the E011 Selective Routing provider, 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>  | Embarq does not agree to include this in a 251(c) agreement. (See discussion above for 55.4.)<br><br>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.<br><br>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.<br><br>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.<br><br>It is interesting that it is here, in terms buried deep in the agreement, where Intrado calls a PSAP an End-User.<br>(See discussion on proposed end user definition at 1.54.) | Scenario 3 - Commercial        |
| 55.4.2     | Not raised in negotiation | <u>Embarq may aggregate and/or transport traffic from its chosen location to the Intrado Comm Intelligent Emergency Network™ mutually agreed POI.</u>  | 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.<br><br>Embarq does not need Intrado's permission on how to engineer and route traffic on Embarq's side of the POI.   | Scenario 3 - Commercial        |
| 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</u> | 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.<br>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.<br><br>Embarq does not agree that Intrado can mandate that Embarq provide   | Scenario 3 - Commercial        |

| Section  | Status                    | Intrado's Position   | Embarq's Position  | Scenario/Agreement Designation  |
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|          |                           | <u>Embarq's End-Users and each geographically diverse Intrado Comm Intelligent Emergency Network™ mutually agreed POI.</u>   | <p>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.</p> <p>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>   |   |
| 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 users (as defined by NENA) and will fulfill its obligations.</p>  | Scenario 3 - Commercial   |
| 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 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> | <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 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.</p> | <p>Scenario 3 – Commercial</p> <p>May also involve Scenario 2, which is also commercial. See description at left.</p> |
| 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</p>  | <p>Scenario 3 – Commercial</p> <p>May also involve Scenario 2, which is also commercial. See description at left.</p> |

| Section  | Status                    | Intrado's Position   | Embarq's Position  | Scenario/Agreement Designation  |
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|          |                           |  | <p>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>  |   |
| 55.4.7.3 | Not raised in negotiation | <u>Split Wire Center "Partially Deployed" 911 Exception – Where Embarg 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 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>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 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>Scenario 3 – Commercial</p> <p>May also involve Scenario 2, which is also commercial. See description at left.</p>     |
| 55.5.1   | Raised in negotiation     | <u>Intrado Comm and Embarg may deploy bi-directional inter-SR trunking using one way trunk configurations that will allow transfers between PSAPs subtending Embarg Selective Routers and PSAPs subtending on the Intrado Comm Selective Routers.</u>  | <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) 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> | <p>Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements.</p> |
| 55.5.2   | Raised in negotiation     | <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 Embarg subtending PSAPs</u>  | <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     | <u>Embarg will be responsible for deploying and maintaining one way trunks from the Embarg SR for PSAP call transfers from the Embarg subtending PSAPs to Intrado Comm subtending PSAPs.</u>   | <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> |

| Section    | Status                | Intrado's Position  | Embarq's Position  | Scenario/Agreement Designation   |
|------------|-----------------------|---|--|--|
| 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 Embarg Selective Router Tandem. Embarg will notify Intrado Comm of any upgrades to the Embarg E911 generic in the SR that would allow for a different trunking configuration to support inter-Selective Router tandem transfer. This may include, but is not limited to:</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 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 its subject matter experts discuss its network configurations with Embarq's for a mutual sharing of information where the parties cooperate to provide 911 calling to the public.</p> | Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements. |
| 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>  | Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements. |
| 55.5.4 (b) | Raised in negotiation | <p><u>Establishment and maintenance of trunk routing translations to enable PSAP-to-PSAP call transfers; consistent with generic capabilities of the Embarg SR.</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>  | 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 | <p><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></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>  | Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements. |
| 55.5.5     | Raised in negotiation | <p><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></p>   | <p>Embarq does not agree to include terms such as this in a 251(c) interconnection agreement.</p> <p>Embarq is committed to providing the best possible 911 calling to its end users and its emergency service customers (PSAPs).</p>  | Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements. |

| Section | Status                    | Intrado's Position  | Embarq's Position   | Scenario/Agreement Designation  |
|---------|---------------------------|---|---|---|
| 55.5.6  | Raised in negotiation     | <u>Embarq will alert Intrado Comm of any Embarg Selective Routing generic software modifications applied that will enable PSAP-to-PSAP call transfer applications for PSAPs served by an Embarg 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.<br><br>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.  |
| 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.<br><br>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 Embarg SR so as to enable Embarg to transfer a 911 call to PSAPs served by Intrado Comm's E011 routing network from PSAPs subtending the Embarg SR.</u>                                | Embarq does not agree to include terms such as this in a 251(c) interconnection agreement.<br><br>These terms appear to be redundant.<br><br>As to mandating one-way trunks see Embarq's responses to 55.1.4 and 55.5.1.<br><br>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.<br><br>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.<br><br>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 the 10 digit directory number, the resulting call could be a long distance call depending upon the configuration, resulting in additional costs.  | Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements.  |
| 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     | E9-1-1 calls shall not be billed at reciprocal compensation rates, access rates, or transit rates.  | 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.<br><br>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.  |

| Section | Status                     | Intrado's Position  | Embarq's Position  | Scenario/Agreement Designation  |
|---------|----------------------------|---|--|---|
| 58.6.1  | Not raised in negotiation  | In the event that <del>INTRADO COMM</del> either Party over-forecasts its trunking requirements by twenty percent (20%) or more, and <del>Embarq</del> the other Party acts upon <del>this</del> the forecast to its detriment, <del>Embarq</del> the Party relying on the forecast may recoup any actual and reasonable expense it incurs.   | Embarq does not agree to include terms such as this in a 251(c) interconnection agreement.<br><br>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 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.  | Embarq interprets this to be for Scenario 2 and potentially Scenario 3, both of which are commercial arrangements.                      |
| 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</del> end office and an <del>Embarq access Tandem</del> the Parties' networks 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.<br><br>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.<br>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.</u> Such traffic is governed by 55.4.7.  | 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.<br><br>E911 traffic is not Indirect Traffic.<br><br>Furthermore, inter-selective router transfer arrangements (Scenario 3 and possible Scenario 2) belong in commercial agreements.  | Embarq interprets the terms added by 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, 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.                     | 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, where it is maintaining those databases as the Wireline E911 Network provider.<br><br>Embarq will agree to substitute the following terms for that recommended by Intrado.<br><br>Call-related databases under this Part I excludes E911 databases.<br><br>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).<br><br>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. | Scenario 1  |
| 69.1.1  | Not raised in negotiation  | 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> Intrado Comm and Intrado Comm's End-Users is limited to   | 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.)<br><br>The section in question is in regards to non-251 services.   | Not Applicable  |

| Section | Status                    | Intrado's Position   | Embarq's Position  | Scenario/Agreement Designation   |
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|         |                           | 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 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 ( <i>e.g.</i> , 800 and 888) number services by providing routing information and additional vertical features ( <i>i.e.</i> , 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 <u>INTRADO COMM and its customers</u> <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.)<br><br>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-subscriber <u>End-User</u> , Embarq shall not disconnect any subscriber <u>End-User</u> service or existing features at any time during the migration of that subscriber <u>End-User</u> to INTRADO COMM service without prior INTRADO COMM agreement.<br><br>For services provided through UNEs, Embarq shall recognize INTRADO COMM as an agent, in accordance with OBF developed processes, for the subscriber <u>End-User</u> in coordinating the 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.<br><br>For subscriber <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.<br><br>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 <u>end user</u> <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 subscriber <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 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. | 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.)<br><br>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. |

| Section | Status                    | Intrado's Position  | Embarq's Position   | Scenario/Agreement Designation   |
|---------|---------------------------|---|---|--|
| 72.12.1 | Not raised in negotiation | <p>to assign telephone number(s) (if the <u>subscriber End-User</u> does not already have a telephone number or requests a change of telephone number) at Parity.</p> <p>To access Embarq <u>subscriber 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   |
| 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 <u>subscribers End-Users</u> on a per usage basis.   | <p>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.)</p> <p>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.</p>   | 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 | <p>The services described in Section 75 <u>only apply shall be available to the INTRADO COMM both Parties under this Agreement</u> (i) when Embarq <u>either Party</u> is providing the service to itself, <u>or</u> (ii) in areas where Embarq <u>either Party</u> is providing such service to Embarq's <u>end user subscribers</u>, and (iii) <u>subject to the limitations specified herein</u>. To the extent that Embarq <u>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.</u></p> | <p>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.</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.)</p> | This should only apply to Scenario 1 but Intrado seeks to expand it to include Scenario 3.   |

| Section    | Status                    | Intrado's Position   | Embarq's Position   | Scenario/Agreement Designation  |
|------------|---------------------------|--|---|---|
| 75.2.2     | Not raised in negotiation | Basic 911 and E911 functions shall only will be provided to INTRADO COMM for resale services, and shall be at Parity with the support and services that Embarq provides to its subscribers End-Users 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.)<br><br>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 applicable tariffs, or if no tariff is applicable, then pursuant to a separate commercial agreement with Embarq. <u>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 | 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.   | 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 | 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 negotiate separately with such third party with regard to the provision of 911 Service to the agency E911 Authority. All relations between such third party and INTRADO COMM the Parties are totally separate from this Agreement and Embarq neither Party makes no representations on behalf of the third party.   | 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.<br><br>Embarq agrees that neither party has an obligation to insert itself in a negotiation between the other party and another party.  | This does not apply to any of the three scenarios since it has to do with the relationship between Intrado and a third party Wireline E911 Network provider – not Embarq. |
| 75.2.6 (a) | Not raised in negotiation | 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.   | 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.<br><br>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 | 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 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. | 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.<br><br>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.)<br><br>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.       |

| Section    | Status                    | Intrado's Position   | Embarq's Position   | Scenario/Agreement Designation  |
|------------|---------------------------|--|---|---|
| 75.2.6 (c) | Not raised in negotiation | INTRADO COMM shall be solely responsible for providing INTRADO COMM database records to Embarq for inclusion in Embarq's <u>Selective Router and/or ALI database on a timely basis.</u> 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.   | 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.<br><br>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 | Embarq and INTRADO COMM shall arrange for the automated input and periodic updating of the E911 database information related to <u>Embarq and INTRADO COMM End Users.</u> Embarq and <u>Intrado Comm</u> shall work cooperatively with INTRADO COMM to ensure the accuracy of the data transfer by verifying it against the <u>SIG MSAG.</u> Embarq shall accept <u>and submit</u> electronically transmitted files that conform to NENA Version #2 format.  | 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.<br><br>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 | INTRADO COMM and <u>Embarq</u> shall assign an E911 database coordinator charged with the responsibility of forwarding <u>INTRADO COMM end user ALI record information to Embarq End-User SOI to the appropriate E911 ALI database management provider</u> or via a third-party entity, charged with the responsibility of <u>ALI SOI</u> record transfer. <u>INTRADO COMM assumes The Parties assume all responsibility for the accuracy of the data that INTRADO COMM each provides to Embarq the appropriate E911 database management provider.</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.<br><br>Embarq agrees that the end user (as defined by NENA) service provider has the obligation to provide SOI records 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.<br><br>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 (f) | Not raised in negotiation | INTRADO COMM <u>The Parties</u> shall provide information on new subscribers to <u>Embarq End-Users to the appropriate E911 database management provider</u> within one (1) business day of the order completion. <u>Embarq The designated E911 Services provider</u> 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 the other Party. If errors are detected in the submitting Party's provided data, the data shall be returned to INTRADO COMM <u>the submitting Party</u> within two (2) Business Days from when it was provided to Embarq. INTRADO COMM <u>received by the designated E911 Services provider.</u> The submitting Party shall respond to requests from Embarq <u>the designated E911 Services provider</u> to make corrections to database record errors by uploading corrected <u>SOI</u> records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly. | 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.<br><br>The timing is consistent with NENA standards, which I'm sure both parties are committed to meeting.  | 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 (g) | Not raised in negotiation | Embarq <u>The designated E911 Service provider</u> agrees to treat all <u>End-User data on INTRADO COMM subscribers</u> provided under this Agreement as confidential and to use <u>End-User data on INTRADO COMM subscribers</u> only for the purpose of providing <u>E911 emergency communications services.</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.<br><br>Embarq cannot agree to the definition of end users proposed by Intrado. (See the discussion above on the end user definition.)<br><br>Embarq is fully aware of the confidential nature of ALI information and complies.  | 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. |

| Section    | Status                    | Intrado's Position   | Embarq's Position   | Scenario/Agreement Designation                                    |
|------------|---------------------------|--|---|---|
| 75.2.6 (h) | Raised in negotiation     | <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>   | 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.<br><br>Embarq currently does this today via a commercial agreement with Intrado.  | Scenario 2 which should be negotiated via a commercial agreement. |
| 75.2.6 (i) | Not raised in negotiation | <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 ALI steering conditions occur.</u>  | 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.<br><br>Embarq cannot agree to a blanket agreement to use PAM (see discussion above at 1.89).<br>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.<br><br>Embarq's ALI system would require additional code and licensing to support PAM protocol and Wire line Steering.<br><br>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) | Scenario 2  |
| 75.3       | Not raised in negotiation | These requirements pertain to Embarq's Listings Service Request process that enables INTRADO COMM to (a) submit INTRADO COMM <u>subscriber End User</u> information for inclusion in Directory Listings databases; (b) submit INTRADO COMM <u>subscriber End User</u> information for inclusion in published directories; and (c) provide INTRADO COMM <u>subscriber End User</u> delivery address information to enable Embarq to fulfill directory distribution obligations.   | 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.<br><br>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.)  | Not Applicable  |
| 75.3.3     | Not raised in negotiation | Migrate with no Changes. Retain all white page listings for the <u>subscriber End User</u> in both DA and DL. Transfer ownership and billing for white page listings to INTRADO COMM.<br><br>Migrate with Additions. Retain all white page listings for the <u>subscriber End User</u> in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to INTRADO COMM.<br><br>Migrate with Deletions. Retain all white page listings for the <u>subscriber 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. | See discussion related to definition of End User at §1.54 and elsewhere.  |   |
| 75.3.4     | Not raised in negotiation | Embarq shall update and maintain directory listings information to reflect which of the following categories INTRADO COMM <u>subscribers End Users</u> fall into:  | See discussion related to definition of End User at §1.54 and elsewhere.  |   |

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| 75.3.5  | Not raised in negotiation | Based on changes submitted by INTRADO COMM, Embarq shall update and maintain directory listings data for INTRADO COMM subscribers <u>End Users</u> who:   | See discussion related to definition of End User at §1.54 and elsewhere. |                                |
| 75.3.6  | Not raised in negotiation | 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.   | See discussion related to definition of End User at §1.54 and elsewhere. |                                |
| 75.3.8  | Not raised in negotiation | 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).   | See discussion related to definition of End User at §1.54 and elsewhere. |                                |
| 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 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. INTRADO COMM customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to INTRADO COMM customer <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 customers <u>End Users</u>.</p> <p>Embarq, or its directory publisher, will provide White Pages distribution services to INTRADO COMM customers <u>End Users</u>, in areas where Embarq</p> | See discussion related to definition of End User at §1.54 and elsewhere. |                                |

| Section        | Status                    | Intrado's Position   | Embarq's Position   | Scenario/Agreement Designation |
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|                |                           | <p>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 <u>customers 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 <u>customers End Users</u>.</p> <p>Embarq will accord INTRADO COMM <u>customer</u> listing information the same level of confidentiality that Embarq accords its own proprietary <u>customer</u> listing information. Embarq shall ensure that access to <u>INTRADO COMM customer</u> 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 <u>customer 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 <u>customer 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 and distribution of Yellow Pages directories to INTRADO COMM <u>customers End Users</u> .  | <p>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.</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.)</p> | Not Applicable                 |
| 75.4.3         | Not raised in negotiation | Embarq will request that its publisher make directory advertising available to INTRADO COMM <u>customers 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 <u>customers End Users</u> . Directory advertising will be billed to INTRADO COMM <u>customers 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 <u>customers 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 <u>subscriber End User</u> records that can be used to create and maintain databases for the provision of live or automated operator assisted Directory Assistance.   | <p>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.</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</p>  | Not Applicable                 |

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|         |                           |   | the discussion above regarding the proposed definition.)   |  |
| 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 <u>subscriber 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 <u>subscriber 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 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 <u>subscriber End User</u> whether the <u>subscriber End User</u> is classified as residence or business class of service.</p> | See discussion related to definition of End User at §1.54 and elsewhere.   |  |
| 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 <u>end user customers 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 | 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>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.</p> <p>This position is reasonable given that the connection takes place within Embarq's central office and Embarq must maintain control of its facilities in order ensure network integrity and security.</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. |

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|         |                           |  | <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 the incumbent LEC shall designate 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:<br/>INTRADO COMM's use of the Collocation Space;<br/>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;<br/>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<br/>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>   | Embarq is okay with this deletion.  |                                |
| 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 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</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.   |                                |

| Section | Status                    | Intrado's Position   | Embarq's Position  | Scenario/Agreement Designation |
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|         |                           | <p>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.</p> <p>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.</p> |  |                                |
| 98.1    | Not raised in negotiation | <p>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 any broker or agent with respect to this Agreement or the negotiation thereof.</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 charges claimed by any broker or agent for Intrado with respect to this Agreement or the negotiation thereof.</u></p> |                                |