

Disputed Issues List
Docket No. UT-073031
Sprint Communications Company L.P. / Whidbey Telecommunications Company Arbitration
December 21, 2007

Sprint Language (bold underline) / Whidbey Language (bold italic)
 Agreed to language (normal text)

Issue Number / ICA Section	Issue Description	Disputed Terms	Sprint's Position	ILEC's Position
Issue No. 1 Background, paragraph one	Should Sprint be required to agree to unnecessary provisions in order to obtain interconnection?	<p>The Parties are entering into this Agreement under Sections 251(a) and (b) and 252(a) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151 <i>et seq.</i> (the "Act"). <i>Neither the entry into this Agreement, nor anything contained within this Agreement, shall constitute, or be deemed to constitute, a waiver by ILEC or modification in any respect of ILEC's "rural exemption" pursuant to Section 251(f)(1) of the Act or of any right conferred upon ILEC by Section 251(f)(2) of the Act. Nothing contained in this Agreement shall constitute an agreement by ILEC that it is subject to Section 251(c) of the Act or to be bound by any of the terms or provisions of Section 251(c) of the Act.</i></p> <p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p>	The FCC has authorized Sprint's right to interconnect for wholesale services and specifically held that the regulatory status of Sprint's wholesale customer has no bearing on Sprint's right to obtain interconnection. Requiring that Sprint make certain warranties and covenants because it is a wholesale provider is an	
Scope – Section 2.1		2.1 This Agreement applies to the Interconnection of the respective networks of the Parties for the purposes of exchanging certain Telecommunications Traffic and Information Services Traffic and transporting and terminating		

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Definitions – Section 3.19 Audit – Section 5.1		<p>the Traffic so exchanged. <i>This Agreement applies solely to Telecommunications Traffic and Information Services Traffic that both (i) originates within the South Whidbey Exchange and (ii) terminates in the South Whidbey Exchange.</i></p> <p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p> <p>3.19 Telecommunications Traffic is as defined in 47 C.F.R. 51.701(b)(1), <i>but does not include any traffic that is not subject to reciprocal compensation under 47 U.S.C. 251(b)(5), or that is not Telecommunications Traffic as defined in 47 U.S.C. 153(44); provided, however, that Telecommunications Traffic does not include Wireless Traffic that is covered by any other agreement between Sprint, or any Affiliate of Sprint, and ILEC.</i></p> <p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p> <p>5.1 Either Party may conduct an audit of the other</p>	<p>unwarranted attempt to reverse the FCC's Time Warner decision.</p>	

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Warranties – Section 7.2		<p> Party's books and records pertaining to the <i>charges for, or use of</i> Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, <i>and, invoicing, and use of the Services under this Agreement, use of Services and other services in accordance with other services in accordance with Service arrangements to which this Agreement applies. Where Services furnished under this Agreement are provided by Sprint on a wholesale basis to one or more other persons or entities that are intervening between ILEC and the Sprint End User, such audi rights of the ILEC shall extend to the books and records of each such intervening person or entity, and Sprint shall procure, at its sole expense, the right of ILEC to access such books and records for the purposes set forth in this Section 5.</i> </p> <p> 7.2 Sprint hereby represents, warrants and covenants that none of the Traffic delivered by it to ILEC under this Agreement will have, as its originating carrier, any person or entity other than a Telecommunications Carrier that, at the time such call originates, either is exempt from </p>		

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		<p style="text-align: center;"><i>such registration by reason of having been operating under tariff within the State of Washington prior to January 1, 1985, or by reason of Federal preemption, or is duly registered with the Commission pursuant to the laws of the State of Washington, as the same may be amended from time to time, including, but not limited to RCW 80.36.350, as the same may be amended from time to time, or pursuant to any law of the State of Washington that is a successor thereto. Sprint hereby further represents, warrants and covenants that none of the Traffic delivered by ILEC to Sprint under this Agreement will be delivered by Sprint for termination to any terminating carrier other than a Telecommunications Carrier that, at the time of such delivery, either is exempt from such registration by reason of having been operating under tariff within the State of Washington prior to January 1, 1985, or by reason of Federal preemption, or is duly registered with the Commission pursuant to the laws of the State of Washington, as the same may be amended from time to time, including, but not limited to, RCW 80.36.350, as the same may be amended from time to time, or pursuant to any</i></p>		

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Section 7.3		<p><i>law of the State of Washington that is a successor thereto. Sprint shall have the burden of establishing the applicability of any exemption referred to in this Section 7.2.</i></p> <p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p> <p><i>7.3 Sprint represents, warrants and covenants that, with respect to all matters to which its status as a telecommunications carrier shall be relevant for purposes of this Agreement, it is and shall be a telecommunications carrier, as that term is defined in 47 U.S.C. § 153(44).</i></p>		
Indemnification – Section 8.1		<p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p> <p>8.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless, and upon written request therefore by the other Party ("Indemnified Party"), defend such other Party from and against all losses, claims, demands, damages, expenses (including reasonable attorney's fees), suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, (i)</p>		

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		<p>suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the act(s) or omission(s) of the Indemnifying Party, regardless of the form of action, or (ii) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provisioning of (or failure to provision) services to the Indemnifying Party under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party, (iii) arising out of libel, slander, invasion of privacy, including, but not limited to, misuse, misappropriation or wrongful disclosure of Customer Proprietary Network Information (CPNI), or misappropriation of a name or likeness, or infringement of any patent, copyright or other intellectual property right of any third party by the Indemnifying Party, or (iv) arising out of any breach of any representation or warranty set forth in Section 7 of this Agreement. Notwithstanding the foregoing,</p>		

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Issue No. 2 Background, paragraph 2	Should Sprint be entitled to interconnect with Whidbey Telephone for its entire territory?	<p>nothing contained herein shall affect or limit any claims, remedies, or other actions the Indemnifying Party may have against the Indemnified Party under this Agreement, any other contract, or any applicable tariff(s), regulation or laws for the Indemnified Party's provisioning of, <i>or failure to provision</i>, said services. As used in this Section 8, the term "Indemnified Party" shall include not only the Party to this Agreement entitled to which such term refers, but also each of its officers, directors, trustees, employees, attorneys, agents and representatives.</p> <p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p>	Interconnection agreements should not be limited in scope. Sprint should be able to interconnect with Whidbey Telephone for	
		<p><i>With respect to the South Whidbey Exchange (as hereinafter defined), ILEC is a rural telephone company, as defined in 47 U.S.C. § 153(37) and Sprint is a telecommunications carrier, as defined in 47 U.S.C. § 153(44).</i></p>		

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Definitions – Sections 3.7, 3.8, 3.11, 3.17 and 3.18		<p> <u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u> 3.7 <u>EAS Traffic</u> means two-way Traffic that (i) falls within the definition of "EAS" as set forth in applicable tariffs of the ILEC and applicable regulatory rules and orders, (ii) that is exchanged between the Parties in accordance with this Agreement and (iii) that satisfies the definition of EAS set forth in Section 3.9 below. <i>As of the date of this Agreement, no Traffic qualifies as EAS Traffic for purposes of this Agreement.</i> <u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u> 3.8 <u>End User</u> means the residential or business subscriber or other ultimate user of services provided by either of the Parties <i>and (i) whose service location is within the South Whidbey Exchange or who receives physical (as distinguished from virtual) foreign exchange service from the South Whidbey Exchange.</i> <u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u> </p>	<p> all traffic exchanged between the parties. Sprint should not be forced to seek another agreement with Whidbey Telephone simply because it enters a different rate center at a later date. </p>	

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		<p>3.11 Information Services Traffic means calls to an Internet Services Provider ("ISP"), where the call (i) originates on the network of one Party <i>in the South Whidbey Exchange Local</i> and terminates on the network of the other Party <i>in the South Whidbey Exchange</i> and (ii) provides access to the Internet or Information Services furnished by the ISP to the caller.</p> <p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p> <p><i>3.17 South Whidbey Exchange means the South Whidbey Exchange of ILEC, as defined in the applicable exchange area map of ILEC on file with the Washington Utilities and Transportation Commission as part of ILEC's local exchange service tariff.</i></p> <p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p> <p><i>3.18 Supplemental Service Area means the Supplemental Service Area of ILEC, as shown on ILEC's exchange area map of the South Whidbey Exchange on file with the Washington Utilities</i></p>		

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<p>As the terms South Whidbey Rate Center or South Whidbey Exchange are used in the following: Section 14.2.1.2</p>		<p><i>and Transportation Commission as part of ILEC's local exchange service tariff.</i></p> <p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC unless Sprint's language in 19.3 is adopted.</u></p>		
<p>Section 14.2.1.3</p>		<p>14.2.1.2 For direct interconnection, Sprint will establish a minimum of one POI within the <u>LATA South Whidbey Exchange</u> at any technically feasible point on, <i>or immediately adjacent to</i>, the ILEC's network, and each Party <i>mutually acceptable</i> the <i>Parties for delivery of Sprint-originated Traffic, and each Party will be responsible for engineering and maintaining its network on its side of the of such POI on the ILEC's network</i></p> <p>14.2.1.3 Sprint will provide ILEC a technically feasible POI <i>within on</i> Sprint's network <i>within the South Whidbey Exchange and mutually</i></p>		

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Section 14.2.2.1		<p><i>acceptable to the Parties</i> for delivery of ILEC-originated Traffic, and each Party will be responsible for engineering and maintaining its network on its side of <u>the such POI on Sprint's network.</u></p>		
Section 14.2.2.2		<p>14.2.2.1 Sprint will provide ILEC a technically feasible POI <u>within on</u> Sprint's network <i>within the South Whidbey Exchange and mutually acceptable to the Parties</i> for delivery of ILEC-originated Traffic, and each Party will be responsible for engineering and maintaining its network on its side of <u>the such POI on Sprint's network.</u></p>		
	<p>14.2.2.2 For direct interconnection, Sprint will establish a <u>minimum of one POI</u> within each <u>LATA the South Whidbey Exchange</u>, at any technically feasible point on, <i>or immediately adjacent to</i>, the ILEC's network, and <i>mutually acceptable to the Parties</i>, and Sprint will be responsible for <i>all costs associated with the Interconnection Facility on its side of the POI, including, but not limited to</i>, engineering and maintaining its network on its side of the POI.</p>			

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Section 14.3.2		<p>14.3.2 Once an indirect Interconnection arrangement between Sprint and ILEC's network is no longer considered by an originating Party to be an economically preferred method of interconnection, the originating Party may provision a one-way Interconnection Facility at its own cost to deliver its Traffic to the terminating Party's network, <i>at a POI in the South Whidbey Exchange. Upon written request of the other Party, each Party has the obligation to establish at least one POI for in the South Whidbey Exchange at which Traffic may be delivered to it by the other Party.</i> If, however, the Parties mutually agree that the indirect Interconnection arrangement is no longer the economically preferred method of interconnection for both Parties and the Parties have agreed to use a two-way interconnection facility, Sprint will establish a direct Interconnection with ILEC as set forth in Section 14.2 of this Agreement.</p>		
Section 14.4.3		<p><i>14.4.3 Only Traffic that both originates from and terminates to services that are assigned telephone numbers that are associated in the LERG with the South Whidbey Rate Center shall be exchanged between Sprint and ILEC</i></p>		

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Section 17.1		<p style="text-align: center;"><i>pursuant to this Agreement, and only such Traffic shall be passed over any Interconnection Facility between them that is subject to this Agreement.</i></p> <p>17.1 Neither Party shall require its End User in the <i>South Whidbey Exchange that has a South Whidbey Rate Center telephone number</i> to dial more digits to call the other Party's End User in the <i>South Whidbey Exchange that has a South Whidbey Rate Center telephone number</i> than would be required to call any other End User within the <i>originating Party's local calling area. South Whidbey Exchange that has a given South Whidbey Rate Center. telephone number.</i></p>		
Section 19.3		<p>19.3 <i>To the extent, if any, required by law, the Parties will mutually provide LNP services with respect to End Users in the South Whidbey Rate Center Exchange and Supplemental Service Area.</i></p>		
Section 19.4		<p>19.4 Both Parties will cooperate to perform mutually agreeable testing to ensure interoperability between their respective networks and systems with regard to LNP <i>Each Party shall give notice to the other</i></p>		

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Section 20.2		<p><i>Party of any LNP-affecting system updates to the first said Party's systems that <u>may such Party knows, or has reasonable grounds to believe, will adversely</u> affect the other Party's network with respect to LNP in the South Whidbey Rate Center, and each Party shall, at the other Party's request, perform reasonable tests to validate with respect to LNP the operation of its portion of the network serving the South Whidbey Rate Center. <i>This Section shall apply to a Party only to the extent, if any, that such Party is required by law to have deployed LNP in the South Whidbey Rate Center and that such LNP has been so deployed.</i></i></p>		
		<p>20.2 The Parties will establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize one or more mutually acceptable local service request ("LSR") formats for the exchange of necessary information for coordination of service transfers between the Parties in the <i>South Whidbey Rate Center</i>. Neither Party will charge the requesting Party for LSRs or the associated Customer Service Records (CSRs) with respect to such transfers. Each Party is responsible for following FCC rules for obtaining authorization from each End User initiating transfer</p>		

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Section 20.3		<p>of exchange service from one Party to the other Party; <i>in the South Whidbey Rate Center.</i></p> <p>20.3 To the extent, if any that Sprint provides, or shall hereafter provide during the term of this Agreement, wholesale exchange service <i>within the South Whidbey Rate Center,</i> Sprint shall be responsible not only for compliance with this Section 19 as a wholesale service provider, but shall also be responsible for full compliance with this Section 19 as though it were the provider of retail service to the End User that obtains exchange service from Sprint's wholesale customer. Without limiting the foregoing, Sprint shall be responsible for ensuring that any End User that has ported its <i>South Whidbey Rate Center</i> telephone number from ILEC to Sprint is able to re-port that telephone number back to ILEC, if the End User so desires.</p>		
Section 20.4		<p>20.4 Each Party will accept properly completed transfer of <i>South Whidbey exchange</i> service requests from the other Party for one End User that includes multiple requests for transfers <i>South Whidbey exchange service</i> within the same Rate Center and where each of the telephone numbers to</p>		

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Section 21.8		<p>which such requests pertain is to be ported and has the same End User of record reflected in the records of the Party from whom the End User desires to port such numbers.</p> <p>21.8 <u>Each Party may submit to the other Party or the other Party's directory publisher, as specified by such other Party, the subscriber list information (including additions, changes and deletions) for its End Users, located within the South Whidbey Exchange. It is the responsibility of the Party submitting directory listings to the other Party or to the other Party's directory publisher, to submit such listings in the manner and format prescribed by such other Party, or such other Party's directory publisher, prior to the directory listing publication cut-off date for such other Party's directory, which manner, format and cut-off date will be provided to the Party desiring to submit such listings upon written request for such information submitted in accordance with Section 11 to the other Party by the Party desiring such information.</u></p>		
Section 21.9		<p>21.9 To the extent that listings are furnished as provided in this Section 20, each Party will include</p>		

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Section 20.11		<p>the other Party's End Users' primary listings (residence and business) in such first Party's White Pages Directory, <i>covering the South Whidbey Exchange</i>. Listings of the other Party's End Users will be interfiled with listings of such first Party's End Users and the customers of other local exchange carriers, if any, in the local section of such first Party's published directory or directories, <i>that include the South Whidbey Exchange</i>.</p> <p><u>20.11 Each Party, to the extent that it publishes any directory containing white page listings covering the South Whidbey Exchange or any portion thereof, will, at no charge to the other Party, provide in such telephone directory or directories the other Party's End Users having South Whidbey Exchange telephone numbers a single, basic, primary listing for telephone numbers assigned to such other Party's End Users. within the South Whidbey Exchange, provided that the non-directory publishing Party shall have furnished the directory publishing Party with all information necessary for the directory publishing Party to provide such listing. The directory publishing Party shall not be required to include in any such</u></p>		

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Section 22.1		<p>basic, primary listing any material that it would not include in such listing, if the End User were its <u>End User</u>. <i>in the South Whidbey Exchange</i>. <u>The non-directory publishing Party will pay the directory publishing Party's tariffed charges for additional directory listings for the same End User or additional material in the same primary listing. No other charges for a directory listing furnished by the directory publishing Party to the non-directory publishing Party will apply for white page listings furnished by the directory-publishing Party with respect to ILEC's <i>South Whidbey Exchange</i> telephone numbers assigned by the non-directory publishing Party to its <u>End Users</u>. <i>in the South Whidbey Exchange</i>. <u>The non-directory publishing Party shall not charge the directory publishing Party for any listings furnished by the non-directory publishing Party to the directory publishing Party pursuant to this Section 20.4.</u></u></p>		<p>22.1 IF ILEC maintains a Party provides MSAG information, ILEC administration to the Public Service Answering Point for the South Whidbey Exchange, upon written request by the other</p>

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Section 22.3		<p><i>Party made in accordance with Section 11, the first such Party shall, provide <u>Sprint</u> such other Party with a file containing the MSAG for the exchanges or communities in which Sprint provides service. <u>South Whidbey Exchange.</u></i></p> <p>22.3 Each Party is solely responsible for the receipt and transmission of 911/E911 Traffic originated by its <i>End Users. in the South Whidbey Exchange.</i> The Parties acknowledge and <u>affirm agree</u> that calls to 911/E911 shall not <u>ordinarily without the prior written consent of the other Party</u>, be routed over the interconnection trunk group(s) identified in and required under this Agreement.</p> <p><u>Sprint proposes deleting the limitation to the South Whidbey Rate Center or South Whidbey Exchange from Sections:14.2.1.2, 14.2.2.1, 14.2.2.2, 14.4.3, 17.1, 19.3, 19.4, 20.2, 20.3, 20.4, 21.8, 21.9, 20.11, 22.1 and 22.3.</u></p>		
Issue No. 3 Definition - Section 3.13	What terms and conditions should govern the interconnection and traffic between	3.13 <u>Interconnection Facility</u> is the dedicated	Due to lack of time, the parties have not been able to come to	

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Direct Interconnection – Section 14.2.21.2		<p>transport facility used to connect the two Parties' respective networks solely for purposes of exchanging Telecommunications Traffic and Information Services Traffic pursuant to this Agreement; <i>provided, however, that such Interconnection Facility shall not be used to exchange Information Services Traffic originating on a Party's network unless it is also used to exchange Telecommunications Traffic that originates on such Party's network.</i></p> <p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p>	<p>agreement on the terms of the interconnection between the parties. Without agreement, Sprint believes that its proposed terms and conditions appropriately establish each party's financial responsibility to deliver traffic to the other party. Furthermore, Sprint believes that if it needs to purchase facilities for interconnection purposes from</p>	
		<p>14.2.1.2 For direct interconnection, Sprint will establish a minimum of one POI within the LATA South Whidbey Exchange at any technically feasible point on, <i>or immediately adjacent to</i>, the ILEC's network, and <i>each Party mutually acceptable</i> the <i>Parties for delivery of Sprint-originated Traffic, and each Party will be responsible for engineering and maintaining its network on its side of the of such POI on the ILEC's network.</i></p>		

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Section 14.2.1.4		14.2.1.4 Sprint will provide ILEC a technically feasible POI <u>within on</u> Sprint's network <i>within the South Whidbey Exchange and mutually acceptable to the Parties</i> for delivery of ILEC-originated Traffic, and each Party will be responsible for engineering and maintaining its network on its side of <u>the such</u> POI <u>on Sprint's network</u> .	Whidbey Telephone, those facilities should be provided at forward-looking rates. Sprint does not believe that Whidbey Telephone should be permitted to impose additional limitations on the interconnection arrangements through its additional language.	
Section 14.2.2.2		14.2.2.2 For direct interconnection, Sprint will establish a <u>minimum of one</u> POI within <u>each LATA the South Whidbey Exchange</u> , at any technically feasible point on, <i>or immediately adjacent to</i> , the ILEC's network, and <i>mutually acceptable to the Parties</i> , and Sprint will be responsible for <i>all costs associated with the Interconnection Facility on its side of the POI, including, but not limited to</i> , engineering and maintaining its network on its side of the POI.		
Section 14.2.2.3		14.2.2.3 Sprint may provide the two-way Interconnection Facility <u>via lease on its side of the POI by means of meet-point circuits</u> between ILEC and a third party <i>offered by ILEC pursuant to tariff</i> . lease of ILEC facilities, <i>if ILEC, in its sole discretion, is willing to lease facilities to Sprint for</i>		

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Sprint Communications Company L.P. / Whidbey Telecommunications Company Arbitration
December 21, 2007

Sprint Language (bold underline) / Whidbey Language (bold italic)
 Agreed to language (normal text)

Issue Number / ICA Section	Issue Description	Disputed Terms	Sprint's Position	ILEC's Position
Section 14.2.2.4		<p>such purpose, lease of third-party facilities, or use of its Sprint's own facilities.</p> <p>14.2.2.4 <u>If Sprint leases the two-way Interconnection Facility from ILEC, ILEC will reduce the recurring and non-recurring facility charges and only invoice Sprint for that percentage of the facility that delivers Traffic sent by Sprint over the facility to the ILEC network POI. Sprint shall pay ILEC a rate that reflects only the proportion of the trunk capacity that Sprint uses to send terminating Traffic to ILEC.</u></p>		
Section 14.2.3		<p>14.2.3 Regardless of how one-way or two-way Interconnection Facilities are provisioned (e.g., owned, leased or obtained pursuant to tariff, etc.) each Party is individually responsible to provide facilities to the POI that are necessary for routing, transporting, measuring, and billing (in accordance with Attachment I hereto) the other Party for Traffic that originates from the other Party's network and for delivering Traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service.</p>		

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Section 14.2.4		<p><i>14.2.4 Nothing in this Agreement shall be construed to confer upon Sprint the right to install or, have installed, any of its facilities or equipment on any of the premises of ILEC or to enter upon or into any such ILEC premises, including, but not limited to, any of ILEC's pedestal, cabinets or terminal housings.</i></p> <p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p>		
14.3 Indirect Interconnection – Section 14.3.1		<p>14.3.1 <i>The If a direct Interconnection as set forth in Section 14.2 is not established, the Parties agree to exchange Traffic indirectly through one or more third-party networks ("Transiting Carrier"). In an indirect <u>interconnection Interconnection</u> arrangement there is no POI directly linking the two <u>parties' Parties' respective</u> networks.</i></p>		
Section 14.3.2		<p>14.3.2 Once an indirect Interconnection arrangement between Sprint and ILEC's network is no longer considered by an originating Party to be an economically preferred method of interconnection,</p>		

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Section 14.3.3		<p>the originating Party may provision a one-way Interconnection Facility at its own cost to deliver its Traffic to the terminating Party's network, <u>at a POI in the South Whidbey Exchange. Upon written request of the other Party, each Party has the obligation to establish at least one POI for in the South Whidbey Exchange at which Traffic may be delivered to it by the other Party.</u> If, however, the Parties mutually agree that the indirect Interconnection arrangement is no longer the economically preferred method of interconnection for both Parties and the Parties have agreed to use a two-way interconnection facility, Sprint will establish a direct Interconnection with ILEC as set forth in Section 14.2 of this Agreement.</p>		
		<p>14.3.3 Each Party is responsible for the transport of originating <u>calls Traffic</u> from its network to the Transiting Carrier and for the payment of any transit charges assessed by the Transiting Carrier for <u>that such Party's originated originating Traffic. Each Party may select a Transiting Carrier to carry such Party's originating Traffic and to deliver such Traffic to the terminating Party. The Party selecting such Transiting</u></p>		

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Section 14.5		<p><i>Carrier shall be and remain individually responsible, with respect to such Party's originating Traffic, for (i) such Transiting Carrier providing complete signaling information sufficient to permit the other Party to route, transport, terminate, measure and bill the originating Party for the Traffic delivered to the terminating Party's network for termination, and (ii) the delivery of such Traffic to the terminating Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service.</i></p> <p>14.5 Notwithstanding any references to compliance with industry standards, industry guidelines or industry practices, nothing contained in this Agreement shall be construed to obligate ILEC to deploy in its network any capabilities, capacities or functionalities not otherwise deployed by it without regard to this Agreement, and no change in such capabilities, capacities or functionalities shall constitute a violation of this Agreement if such change is otherwise deployed by ILEC without regard for this Agreement. Nor shall anything in this Agreement be construed to constitute an</p>		

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Section 14.6		<p><i>acknowledgement, agreement or admission by ILEC that "industry standards," "industry guidelines" or "industry practices" exist in general or with respect to any specific matter</i></p> <p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p> <p><i>14.6 Traffic shall not be combined in the same trunk group or the same Interconnection Facility with non-Traffic.</i></p>		
Section 14.7		<p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p> <p><i>14.7 Only Traffic that both originates from and terminates to services that are assigned telephone numbers that are associated in the LERG with the South Whidbey Rate Center shall be exchanged between Sprint and ILEC pursuant to this Agreement, and only such Traffic shall be passed over any Interconnection Facility between them that is subject to this Agreement.</i></p>	<p><u>Sprint does not offer alternative language and</u></p>	

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Section 14.8		<p><u>Proposes deleting the language added by the ILEC.</u></p> <p><i>14.8 Nothing contained in this Agreement shall be construed to require ILEC to change the clock synchronization of any of its equipment or facilities.</i></p> <p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p> <p style="text-align: center;">Attachment I PRICING SCHEDULE</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">SERVICE *</td> <td style="width: 30%;">CHARGE</td> </tr> <tr> <td>RECIPROCAL COMPENSATION:</td> <td></td> </tr> <tr> <td>TANDEM INTERCONNECTION</td> <td>Bill and Keep</td> </tr> <tr> <td>END OFFICE TERMINATION</td> <td>Bill and Keep</td> </tr> <tr> <td>TRANSIT</td> <td>\$ To Be Determined</td> </tr> </table>	SERVICE *	CHARGE	RECIPROCAL COMPENSATION:		TANDEM INTERCONNECTION	Bill and Keep	END OFFICE TERMINATION	Bill and Keep	TRANSIT	\$ To Be Determined		
SERVICE *	CHARGE													
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Issue No. 4 15. Transit Traffic - Section 15.1	What terms and conditions should govern Transit Traffic?	<p style="text-align: center;"> <i>* This Pricing Schedule applies only to Traffic, as defined in the Agreement to which this Attachment I is attached, exchanged between Sprint and ILEC. Whether Interconnection shall be Tandem Interconnection or End Office Interconnection shall be dependent upon mutual agreement of the Parties.</i> </p> <p> <u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u> </p>	While the parties discussed potential alternatives, no agreement was reached as to final language. Sprint believes that if another carrier subtends Whidbey so that Sprint needs to interconnect with Whidbey	
		15.1 As used in this Section 15, the term "Transit Service" means ILEC's delivery of Traffic between Sprint and an ILEC Subtending Provider ("Transit Traffic"). As used in this Section 15, the term "ILEC Subtending Provider" means any third party incumbent local exchange service provider, competitive local exchange service provider ("CLEC") or wireless service provider that subtends ILEC's local exchange service switching facilities for the purpose of facilitating the origination and/or termination of Transit Traffic. A local exchange service provider, CLEC or wireless		

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Section 15.1.2		<p>service provider shall be considered to sub-tend ILEC's local exchange switching facilities if, and only if, such provider's sole <u>local</u> connection to the public switched telephone network ("PSTN") is through ILEC's local exchange switching facilities. ILEC will provide Transit Service to Sprint with respect to Transit Traffic to an ILEC Subtending Provider and charge Sprint for such Transit Traffic that Sprint sends ILEC for delivery to such ILEC Subtending Provider at the rates specified in Attachment I, as the same may be amended from time to time as contemplated by Section 15.1.7 below; provided, however, that ILEC shall have no obligation to provide Transit Service to Sprint unless all of the following conditions are satisfied with respect to such ILEC Subtending Provider and such Transit Traffic:</p> <p><i>15.1.2. ILEC shall have received from such ILEC Subtending Provider (i) its written consent for ILEC to provide such Transit Service with respect to Transit Traffic between it and Sprint in form and substance satisfactory to ILEC and (ii) its written agreement to pay ILEC's Transit Service rates and charges for Transit Traffic originated by such ILEC Subtending Provider or by an End</i></p>	<p>in order to indirectly interconnect with the subtending carrier, Whidbey should be required to provide transit service at a reasonable rate. Whidbey Telephone should not be permitted to impose additional conditions for transit service.</p>	

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Section 15.1.3		<p><i>User of such ILEC Subtending Provider;</i></p> <p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p> <p>15.1.3. ILEC shall have received full payment of all of ILEC's rates and charges for such Transit Service, <i>whether payable by Sprint or payable by such ILEC Subtending Provider, except for such rates and charges, the payment of which is not yet then delinquent;</i></p>		
Section 15.1.5		<p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p> <p>15.1.5. The providing of such Transit Service by ILEC shall not require any modification of ILEC's facilities or systems, other than those that can be readily accommodated by ILEC at <i>no reasonable cost to ILEC;</i></p>		
Section 15.1.6		<p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p> <p>15.1.6. <i>Such ILEC Subtending Provider shall at all relevant times be a Telecommunications Carrier that either is exempt from such registration by</i></p>		

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Issue No. 5 16 Compensation – Section 16.1.	What Terms and Conditions should govern the interconnection facilities?	<p style="text-align: center;"><i>reason of having been operating under tariff within the State of Washington prior to January 1, 1985, or by reason of Federal preemption, or is duly registered with the Commission pursuant to the laws of the State of Washington, as the same may be amended from time to time, including, but not limited to RCW 80.36.350, as the same may be amended from time to time, or pursuant to any law of the State of Washington that is a successor thereto, and Sprint shall have the burden of establishing the applicability of any exemption referred to in this Section 15.1.6; and</i></p> <p style="text-align: center;"><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p>	In the absence of any other agreement, Sprint's proposed	
		<u>16.1 Interconnection Facilities</u>		

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Section 16.1.2		<p><u>16.1.2 Compensation for Interconnection Facilities is separate and distinct from any transport and termination per minute of use charges or an otherwise agreed upon Bill and Keep arrangement. To the extent that one Party provides a two-way Interconnection Facility, regardless of who the underlying carrier is, it may charge the other Party for its proportionate share of the recurring charges for Interconnection Facilities based on the other Party's percentage of the total sent Traffic.</u></p>	<p>language regarding interconnection facilities recognizes each party's obligation to deliver traffic to the other party and would require that any interconnection facilities provided by the ILEC be provided on a forward-looking cost basis.</p>	
Section 16.1.3		<p><u>16.1.3 When either one way or two-way Interconnection Facilities are utilized, each Party shall be financially responsible for the proportion of the Interconnection Facility used to transmit its originating Traffic.</u></p>		
Section 16.1.4		<p><u>16.1.4 A state-wide shared facilities factor may be agreed to by the Parties that represents each Party's proportionate use of all direct two-way Interconnection Facilities between the Parties. The shared facilities factor may be updated by the Parties annually based on current traffic study data, if requested by either Party in</u></p>		

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Section 16.1.5		<p><u>16.1.5 Interconnection Facilities that are leased from ILEC for interconnection purposes must be provided to Sprint at forward-looking economic cost-based rates.</u></p>		
Section 16.1.6		<p><u>16.1.6 Notwithstanding any other provision of this Agreement or ILEC's tariff, if Sprint elects to order Interconnection Facilities from ILEC's access tariff or purchases the Interconnection Facility from ILEC under this Agreement the terms in this Section 16.1 will apply.</u></p>		
Section 16.2		<p><u>16.2 Compensation for Toll Traffic (non-47 C.F.R. 51.701(b) traffic)</u></p>		
Section 16.2.1		<p><u>16.2.1 Compensation for the termination of toll traffic and the origination of 800 traffic between the Parties shall be based on applicable tariff access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of this Agreement.</u></p>		
Section 16.2.2		<p><u>16.2.2 Sprint and ILEC may provide jointly</u></p>		

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<p>Issue No. 6 18 Office Code Translations – Section 18.1</p>	<p>What terms and conditions should govern Local Number Portability?</p>	<p><u>provisioned access to a third party interexchange carrier (IXC). Each Party will bill the IXC for the portion of jointly provisioned access service it provides to the IXC based on the Party's applicable tariff access charges.</u></p>	<p>Local Number Portability is an obligation imposed under Section 251 (b) of the Communications Act. Once Sprint requested an interconnection agreement, it was entitled to seek LNP as part of that agreement. Whidbey Telephone</p>	
		<p>18.1 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide (“LERG”) <u>in order</u>) to the extent necessary to recognize and route Traffic to the other Party's assigned NXX codes at all times. <u>in accordance with the LERG. Each Party shall give the other Party not less than thirty (30) Days written notice, pursuant to Section 11, prior to the activation of any NXX code assigned to it within the South Whidbey Rate Center or to any change in the LERG that would affect the routing of Traffic subject to this Agreement.</u></p>	<p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p>	

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19 Local Number Portability – Section 19.2		19.2 The Parties recognize that some of the Traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported. <u>The Parties shall To the extent, if any, that a Party shall be required by law to provide LNP to the other Party, such Party shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council (“NANOC”).</u> The applicable charges for LNP query, routing, and transport services shall be billed in accordance with each Party's applicable tariff or contract as shall otherwise be mutually agreed upon in writing by the Parties.	Company's insertion of language like “To the extent required by law”, creates unnecessary confusion. Furthermore, the parties should be required to follow normal industry guidelines related to traffic routing and each party is responsible to make its own arrangements for switch and routing updates.	
Section 19.3		19.3 <u>To the extent, if any, required by law, the Parties will mutually provide LNP services with respect to End Users in the South Whidbey Rate Center.</u>		
Section 19.4		19.4 Both Parties will cooperate to perform mutually agreeable testing to ensure interoperability between their respective networks and systems with regard to LNP <u>Each Party shall give notice to the other</u>		

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Issue No. 7 6. Limitation of Liability – Section 6.3	What Liability Language should be included in the Agreement?	<p><i>Party of any LNP-affecting system updates to the first said Party's systems that <u>may</u> such Party knows, or has reasonable grounds to believe, will adversely affect the other Party's network with respect to LNP in the South Whidbey Rate Center, and each Party shall, at the other Party's request, perform reasonable tests to validate with respect to LNP the operation of its portion of the network serving the South Whidbey Rate Center. This Section shall apply to a Party only to the extent, if any, that such Party is required by law to have deployed LNP in the South Whidbey Rate Center and that such LNP has been so deployed.</i></p>	Sprint's language is sufficient to protect the parties. Whidbey's insertion of language implying that Sprint's	

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Issue No. 8 21 Directory Listings and Distribution Services –	What Terms and Conditions should be included in the Agreement for Directory Listing and Distribution	<p>action, whether in contract, warranty, strict liability, or tort, including without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit (i) a Party's liability with respect to its obligations to defend, indemnify and hold harmless under Section 8 or Section 20.6 of this Agreement. <i>Except in and/or (ii) a Party's liability to the instance other Party with respect to unlawful use by such first Party of any Service furnished hereunder by such other Party or with respect to use of such Service by any person to whom such first Party makes such Service available knowing that such person intends to make use of such Service in a manner, or for a purpose, this is unlawful.</i></p> <p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p>	interconnection arrangement is somehow "unlawful" is unnecessary. Furthermore, Whidbey's proposed language is unclear.	
			The parties were unable to reach agreement on language related to the	

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Section 21.1	Services?	<p>21.1 Sprint may provide to ILEC or ILEC's directory publisher, as specified by ILEC, the subscriber list information (including additions, changes and deletions) for its End Users located within ILEC's operating areas. It is the responsibility of Sprint to submit directory listings in the prescribed manner to ILEC or ILEC's directory publisher prior to the directory listing publication cut-off date, which will be provided by ILEC or ILEC's directory publisher to Sprint.</p>	<p>Directory Listing and Distribution Services language. Until such agreement is finalized, Sprint's language should be adopted.</p>	
Section 21.2		<p>21.2 ILEC will include Sprint's End Users primary listings (residence and business) in its White Pages Directory, and if applicable, in its Yellow Pages Directory under the appropriate heading classification as determined by directory publisher as well as in any electronic directories in which ILEC's own Customers are ordinarily included. Listings of Sprint's End Users will be interfiled with listings of ILEC's customers and the customers of other ILECs, in the local section of ILEC's directories.</p>		
Section 21.3		<p>21.3 Sprint may identify End Users that have elected not to have their number published. To</p>		

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Section 21.4		<p><u>the extent Sprint elects to have its End User's listing deleted from the directory database, Sprint may remove such listing from the ILEC's database via the industry standard process. No charges will apply for End Users deleted or identified as "Non-Published" or "Non-Listed".</u></p> <p><u>21.4 ILEC will provide Sprint's End Users a primary listing in its telephone directories at no charge. Sprint will pay ILEC's tariffed charges for additional directory listings for the same End User. No other charges will apply.</u></p>		
Section 21.5		<p><u>21.5 ILEC will distribute its telephone directories to Sprint's End Users in the same manner it distributes telephone directories to its own End Users.</u></p>		
Section 21.6		<p><u>21.6 If ILEC uses a third party to publish and provide directories, ILEC will provide the contact information for the directory provider. ILEC will cooperate with Sprint and the directory provider to ensure that Sprint's End-User's listings are included in the directory consistent with ILEC's End-User's listings and that directories are distributed to Sprint's End</u></p>		

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Section 21.7		<p style="text-align: center;"> <u>Users in the same manner that directories are distributed to ILEC's End Users.</u> </p> <p> 21.7 <u>At this time, Sprint does not distribute or publish a directory. If Sprint publishes or distributes a directory, the provision in section 22 will apply. Notwithstanding the preceding sentence, the indemnification obligations of section 22.X will apply.</u> </p>		
Section 21.8		<p> 21.8 <i>Each Party may submit to the other Party or the other Party's directory publisher, as specified by such other Party, the subscriber list information (including additions, changes and deletions) for its End Users, located within the South Whidbey Exchange. It is the responsibility of the Party submitting directory listings to the other Party or to the other Party's directory publisher, to submit such listings in the manner and format prescribed by such other Party, or such other Party's directory publisher, prior to the directory listing publication cut-off date for such other Party's directory, which manner, format and cut-off date will be provided to the Party desiring to submit such listings upon written request for such information submitted in</i> </p>		

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Section 21.9		<p><i>accordance with Section II to the other Party by the Party desiring such information.</i></p> <p><i>21.9 To the extent that listings are furnished as provided in this Section 20, each Party will include the other Party's End Users' primary listings (residence and business) in such first Party's White Pages Directory, covering the South Whidbey Exchange. Listings of the other Party's End Users will be interfiled with listings of such first Party's End Users and the customers of other local exchange carriers, if any, in the local section of such first Party's published directory or directories that include the South Whidbey Exchange.</i></p>		
Section 21.10		<p><i>21.10 Each Party may identify to the other Party, or to the other Party's directory publisher, such first Party's End Users that have elected not to have their telephone number published. No directory listing charges of such other Party will apply for such first Party's End Users whose listings so identified (or deleted or omitted) as "Non-Published" or "Non-Listed". Neither Party shall deliver to the other Party, for inclusion in its directory pursuant to this Section 20, any "Non-</i></p>		

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Section 21.11		<p><i>Published</i>” or “<i>Non-Listed</i>” listing, unless the Party delivering such listing identifies such listing as “<i>Non-Published</i>” or “<i>Non-Listed</i>,” as applicable, at the time such listing is so delivered.</p> <p><i>21.11</i>Each Party, to the extent that it publishes any directory containing white page listings covering the South Whidbey Exchange or any portion thereof, will, at no charge to the other Party, provide in such telephone directory or directories the other Party’s End Users having South Whidbey Exchange telephone numbers a single, basic, primary listing for telephone numbers assigned to such other Party’s End Users. within the South Whidbey Exchange, provided that the non-directory publishing Party shall have furnished the directory publishing Party with all information necessary for the directory publishing Party to provide such listing. The directory publishing Party shall not be required to include in any such basic, primary listing any material that it would not include in such listing, if the End User were its End User. in the South Whidbey Exchange. The non-directory publishing Party will pay the directory publishing Party’s tariffed charges for additional directory listings for the</p>		

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Section 21.12		<p> <i>same End User or additional material in the same primary listing. No other charges for a directory listing furnished by the directory publishing Party to the non-directory publishing Party will apply for white page listings furnished by the directory-publishing Party with respect to ILEC's South Whidbey Exchange telephone numbers assigned by the non-directory publishing Party to its End Users in the South Whidbey Exchange. The non-directory publishing Party shall not charge the directory publishing Party for any listings furnished by the non-directory publishing Party to the directory publishing Party pursuant to this Section 20.4.</i> </p>		

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Issue Number / ICA Section	Issue Description	Disputed Terms	Sprint's Position	ILEC's Position
Section 21.13		<p><i>21.13 Except for intentional acts or gross negligence, each Party ("Indemnifying Party") shall indemnify and hold harmless, and upon written request by the other Party, defend the other Party and the publisher of the other Party's directories, and their respective officers, directors, trustees, employees, attorneys, agents and representatives, from and against any and all claims, liabilities, judgments and costs (including reasonable attorneys' fees) (i) arising from the inclusion in such other Party's directory of any listing submitted by the Indemnifying Party to such other Party or such other Party's directory publisher, or (ii) arising from any error or omission in any such listing introduced by the Indemnifying Party or its directory publisher. Such indemnification, defense and holding harmless shall be governed by the provisions of Section 8 of this Agreement.</i></p>		
Issue No. 9 13. Miscellaneous	What language should be included in the Agreement		Whidbey's proposed language in	

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Issue Number / ICA Section	Issue Description	Disputed Terms	Sprint's Position	ILEC's Position
- Section 13.6	for Default and Assignment?	<p>13.6 Default. If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give thirty (30) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure, such breach or violation, unless such forbearance would cause it, or any of its officers, directors, trustees, employees, attorneys, agents or representatives to be at risk for civil damages or penalties or criminal sanctions. Thereafter, the Parties will employ the dispute resolution procedures set forth in this Agreement. Notwithstanding the foregoing, if any such breach or violation of law or order which has the effect of canceling, changing, or superseding any material term or provision of this Agreement by one Party could cause the other Party or any of its officers, directors, trustees, employees, attorneys, agents or representatives to be at risk for civil damages or penalties or criminal sanction, or threatens to cause, harm to such other Party's network or disruption or impairment to services furnished by such other Party to itself or to any of its Affiliates or customers, it may, without liability, take such lawful actions as it reasonably deems to be necessary or appropriate to avert or minimize</p>	<p>some instances continues the implication that Sprint's requested interconnection agreement is somehow unlawful. Whidbey's proposed language unnecessarily restricts the ability of a party to assign the agreement to an affiliated company or in the event of a merger or acquisition.</p>	

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Section 13.13		<p style="text-align: center;"><i>such consequences, including, but not limited to, suspension or discontinuance of the interconnection and/or exchange of Traffic to which this Agreement pertains.</i></p> <p>13.13 Assignment. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment or transfer (whether by operation of law or otherwise) by either Party of any right, obligation, or duty, in whole or in part, or of any interest in this Agreement, without the written consent of the other Party shall be void ab initio, provided, however, that such consent shall not be unreasonably withheld, conditioned or delayed if the assignment or transfer assigns or transfers the entirety, but not less than the entirety, of the assigning or transferring Party's interest in this Agreement to a single assignee or transferee. Consent is not required if (i) the assignment or transfer is to an Affiliate of the assigning or transferring Party, or (ii) the assignment or transfer is to an entity acquiring all or substantially all of the assets or equity of, the assigning or transferring Party, whether by sale, merger, consolidation or otherwise, or (iii) the assignment or transfer is</p>		

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		<p>solely for purposes of a grant by the assigning transferring Party of a security interest in connection with a financing transaction. <i>Notwithstanding the foregoing, any assignment or transfer of some, but less than all, or the assigning or transferring Party's rights and obligations under this Agreement shall be void ab initio, unless the non-assigning or non-transferring Party consents thereto in writing, and such non-assigning or non-transferring Party shall be under no obligation whatsoever to give such consent, and may, in its sole discretion, make such consent subject to such conditions as it may deem to be appropriate. No assignment or transfer of any right or obligation under this Agreement shall be effective unless and until the non-assigning Party receives a written instrument, duly executed by or on behalf of the assignee or transferee, whereby the assignee or transferee assumes all of the rights and obligations of the assigning or transferring Party arising under this Agreement and agrees to be bound by, and to perform fully and faithfully the assigning Party's obligations first arising under this Agreement on or after the effective date of such assignment or transfer. No such assignment</i></p>		

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Issue Number / ICA Section	Issue Description	Disputed Terms	Sprint's Position	ILEC's Position
<p>Issue No. 10 22 911 Requirements / Master Street Address Guide – Section 22.1</p>	<p>What language related to 911 Service should be included in the Agreement?</p>	<p><i>or transfer shall operate to relieve the assigning or transferring Party of responsibility or liability for any obligation first arising prior to the effective date of such assignment or transfer, and any defense he non-assigning or non-transferring Party my have against the assigning or transferring Party shall be fully available to such non-assigning or non-transferring Party to be asserted against the transferee or assignee.</i></p> <p><u>Sprint does not offer alternative language and proposes deleting the language added by the ILEC.</u></p>	<p>The parties were unable to discuss this Section. Sprint does not understand Whidbey Telephone's proposal. Accordingly, Sprint suggests that its original proposed</p>	
		<p><u>22.1 If ILEC maintains a Party provides MSAG information, ILEC administration to the Public Service Answering Point for the South Whidbey Exchange, upon written request by the other Party made in accordance with Section 11, the first such Party shall, provide Sprint such other Party with a file containing the MSAG for the</u></p>		

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Section 22.2		<p>exchanges or communities in which Sprint provides service. <u>South Whidbey Exchange.</u></p> <p>22.2. <u>Sprint or its agent</u> <i>Each Party</i> shall provide initial and ongoing updates of <u>Sprint's</u> its End Users' 911 Records to the <u>ALI database administrator for the Public Service Answering Point ("PSAP")</u> that are in valid electronic format based upon established NENA standards, <i>or such other format as may be specified by such Party's customer (e.g., the ALI database administrator or the PSAP) customer for the provision of such 911 Records.</i> Neither Party shall have any responsibility with respect to the 911 Records pertaining to the other Party's End Users, or the submission of such <u>911 Records to any third party, unless such Party becomes the ALI database administrator, with respect to the South Whidbey Exchange, and then only for so long and to such extent as such Party is said ALI database administrator.</u></p>	language should be used.	
Section 22.3		<p>22.3 Each Party is solely responsible for the receipt and transmission of 911/E911 Traffic originated by its <i>End Users in the South Whidbey Exchange.</i> The Parties acknowledge and <u>affirm agree</u> that</p>		

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Issue No. 11	Miscellaneous	calls to 911/E911 shall not <u>ordinarily without the prior written consent of the other Party</u> , be routed over the interconnection trunk group(s) identified in and required under this Agreement.	Sprint considers the ILEC language to be redundant, confusing and unnecessary.	
Section 5.3		5.3 Adjustments, credits or payments shall be made <u>and any corrective action shall commence</u> within thirty (30) Days <u>from after</u> the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties. <i>Any corrective action indicated by the final audit report to be appropriate, and agreed to by the Parties, shall commence within thirty (30) Days after the requesting Party's receipt of the final audit report.</i>		