

ARBITRATION MATRIX

Section	Sprint Proposed Language	U S WEST Proposed Language
(B)1.1a Resale of DSL Services	DSL services designed for and sole to residential and business end users are subject to the discounted resale obligations of Section 251(c)(4). USW will offer DSL services for resale at the respective residential and business customer retail discounts as prescribed by state commissions.	USW acknowledges that Megabit services are subject to resale; however, any terms and conditions associated with the interstate discount remain to be determined.
(B)2.16 Resale Notice of Changes and Discontinuation of Services	For services provided for resale, USW must provide a sixty (60) calendar day notice period for changes/discontinuation of services so that Sprint has an opportunity to make the necessary modifications to Sprint's ordering, billing, and customer service systems, and so that it can provide sufficient customer notification regarding any changes. The information shall be submitted to Sprint in a safe harbor environment and will be used exclusively to make the necessary modifications to its Operations Support and Billing Systems, any necessary modifications to its Network and to provide its Customers with notification of the changes/discontinuance of the service. The information shall not be used for any other purpose, including but not limited to, marketing purposes.	For services provided for resale, USW must provide a thirty (30) calendar day notice period for changes/discontinuation of resold IFR and IFB access lines. All other services will be subject to the same notification period USW is required to provide the state commission (s). The information shall be submitted to Sprint in a safe harbor environment and will be used exclusively to make the necessary modifications to its Operations Support and Billing Systems, any necessary modifications to its networks and to provide its Customers with notification of the changes/discontinuance of the service. The information shall not be used for any other purpose, including but not limited to, marketing purposes.
(C)2.3.4.1.3 ISP Traffic	When a state commission, court of law or the FCC requires USW to pay reciprocal compensation on ISP traffic to any other carrier, then USW shall have an obligation to pay Sprint reciprocal compensation for ISP traffic. If no such requirement exists, USW shall not have such an obligation to pay reciprocal compensation for ISP traffic.	As set forth above, the Parties agree that reciprocal compensation only applies to Local Traffic and further agree that the FCC has determined that traffic originated by either Party (the "Originating Party") and delivered to the other Party, which in turn delivers the traffic to an enhanced service provider (the "Delivering Party") is primarily interstate in nature. Consequently, the Delivering Party must identify which, if any, of this traffic is Local Traffic. The Originating Party will only pay reciprocal compensation for the traffic the Delivering Party has substantiated to be Local Traffic. In the absence of such substantiation, such traffic shall be presumed to be interstate.

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(G)11.10.4.1 Recording Failures	Sprint Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by USW in its performance of the recording function or due to an aberrant switch overload of limited duration and frequency, shall, upon Sprint's request, be recovered by USW at no charge to Sprint. If USW discovers such failures, USW shall notify Sprint upon discovery. In the event the data cannot be recovered by USW, USW shall estimate the messages and associated revenue, with assistance from Sprint, based upon the method described below. This method will be applied on a consistent basis, subject to modifications agreed to by USW and Sprint. This estimate will be used by the Parties to determine any amounts owed to Sprint. USW will provide this amount to Sprint via a check accompanied by a statement that clearly identifies the purpose of the check.	TO BE PROVIDED IN U S WEST'S RESPONSE TO SPRINT'S PETITION FOR ARBITRATION
(G)11.10.4.2 Partial Loss.	USW shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in Section [REDACTED] following. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.	TO BE PROVIDED IN U S WEST'S RESPONSE TO SPRINT'S PETITION FOR ARBITRATION
(G)11.10.4.3 Complete Loss	Estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, loss after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.	TO BE PROVIDED IN U S WEST'S RESPONSE TO SPRINT'S PETITION FOR ARBITRATION
(G)11.10.4.4 Estimated Volumes	From message and minute volume reports for the entity experiencing the loss, USW shall secure message/minute counts for the four (4)	TO BE PROVIDED IN U S WEST'S RESPONSE TO SPRINT'S PETITION FOR ARBITRATION

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	corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes.	
(G)11.10.4.5 Exceptions	If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss. If the loss occurs on a weekday that is a holiday (except Christmas), USW shall use volumes from the two (2) preceding Sundays. If the loss occurs on Mother's Day, Christmas or the Monday after Thanksgiving, U S WEST shall use volumes from that day in the preceding year, unless Sprint volumes have changed over the prior year, in which case the estimate change will be factored in.	TO BE PROVIDED IN U S WEST'S RESPONSE TO SPRINT'S PETITION FOR ARBITRATION
(G)11.10.4.6 Net Loss Calculation	The amount due to Sprint will be calculated based on the Average Revenue Per Minute (ARPM) minus the average charge per minute (ACPM) that Sprint would have paid to USW, times the estimated lost minutes. The parties shall agree upon the appropriate ARPM and ACPM to apply.	TO BE PROVIDED IN U S WEST'S RESPONSE TO SPRINT'S PETITION FOR ARBITRATION
Section E Unbundled Network Elements	Sprint Language appears in Section E of the Draft Contract	USW has not proposed UNE language at the time of the arbitration filing.