

**E. Maintenance**

<b>37.1 Measurement (PM 37.1 Combined with PM 65.1)</b>	
Trouble Report Rate net of installation and repeat reports	
<b>Definition:</b>	
The number of electronic or manual customer trouble reports exclusive of installation and repeat reports within a calendar month, per 100 lines/circuits/UNEs.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes reports caused by customer provided equipment (CPE), Interexchange Carrier/Competitive Access Provider, and Informational or wiring.                         <ul style="list-style-type: none"> <li>• CLEC Excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.</li> </ul> </li> <li>• Excludes installation reports. An installation report is defined as any report that comes in within "X" calendar days of service order completion, where "X" is 10 for POTS and 8db loops and "X" is 30 for special services.</li> <li>• Excludes repeat reports. A repeat report is defined as a trouble report received within X calendar days of a previous customer report, where X is 10 days for POTS, 8.0dB loops, UNE-P and 30 days for resale specials and all other UNEs.</li> <li>• Excludes BRI loops without test access</li> <li>• Excludes DSL loops &gt; 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps are determined to be the cause of trouble.</li> <li>• Excludes trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC.</li> <li>• UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and SBC due to CLEC reasons on the due date</li> <li>•</li> </ul>	
<b>Business Rules:</b>	
<u>POTS/UNE-P</u> CLEC and SBC repair reports are entered and tracked. They are downloaded nightly. Reports are counted in the month they post.	
<u>UNEs/EELS</u> Repair reports are entered and tracked by trouble ticket type. Reports are counted in the month they post.	
<b>Calculation:</b>	<b>Report Structure:</b>
[Total number of customer trouble reports less installation and repeat reports ÷ (total lines or circuits) ÷ 100]	Reported for POTS Resale trouble reports by CLEC, all CLECs and SBC, by state.
<b>Disaggregations and Benchmarks:</b>	

1. POTS Business class of service Residence class of service	1. POTS- Parity with SBC retail
2. UNE – P	2. UNE-P – Parity with Retail POTS Business and Retail POTS Residence combined.
3. 8.0dB Loops	3. Parity with Retail POTS Business and Retail POTS Residence combined.
<u>Specials Resale/UNE</u>	4. 5%
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	5. 4% (Critical Z does not apply)
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	
6. ISDN & BRI (resale, loops and ports)	6. 5%
7. DSL and Line Splitting	7. 3%
8. Line Sharing and IDSL	8. 3%
9. EELS – DS0	9. 5%
10. EELS – DS1	10. 4% (Critical Z does not apply)

<b>38. Measurement (PM 38 Combined With PM 66)</b>	
Percent Missed Repair Commitments	
<b>Definition:</b>	
Percent of trouble reports not cleared by the commitment time.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.</li> <li>• No Access and delayed maintenance for UNE loops.</li> <li>• Specials and Interconnection Trunks</li> <li>• Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (UNE Only)</li> </ul>	
<b>Business Rules:</b>	
<u>POTS/UNE-P</u>	
The commitment date and time is established when the repair report is received. The cleared time is the date and time that SBC personnel clear the repair activity and complete the trouble report. If this is after the commitment time, the report is flagged as a "Missed Commitment."	
<u>UNE Loops</u>	
The commitment time is currently defined as 24 hours for 8.0dB loops. If the cleared date and time minus the receive date and time > 24 hours, it counts as a trouble report that missed the repair commitment. UNEs are selected based on a specific service code off of the circuit ID.	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100	Reported for CLEC, all CLECs and SBC, by state.
<b>Disaggregations and Benchmark:</b>	
<ol style="list-style-type: none"> <li>1. POTS - Residence <ul style="list-style-type: none"> <li>• Dispatch</li> <li>• No Dispatch</li> </ul> </li> <li>POTS - Business <ul style="list-style-type: none"> <li>• Dispatch</li> <li>• No Dispatch</li> </ul> </li> <li>2. UNE-P <ul style="list-style-type: none"> <li>• Dispatch</li> <li>• No Dispatch</li> </ul> </li> <li>3. 8.0dB Loops</li> </ol>	<ol style="list-style-type: none"> <li>1. POTS - Parity with SBC Retail</li> <li>2. UNE-P – Parity with SBC Retail POTS Business and Residence combined</li> <li>3. Compared to SBC Retail POTS business and residence combined</li> </ol>

<b>39. Measurement (PM 39 Combines with PM 67 and PM 76)</b>
Mean time to restore / Average Trunk Restoration Interval
<b>Definition:</b>
<u>POTS/UNE-P</u> Average duration in calendar days / clock hours of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.
<u>UNES/EELS and Specials</u> Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.
<u>Interconnection Trunks</u> Average time to repair interconnection trunks. This measure is based on calendar days.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Subsequent reports. A subsequent report is one that is received while an existing repair report is open.</li> <li>• CLEC excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.</li> <li>• Exclude Tickets where the CLEC did not take the first available commitment time until SBC has the ability to exclude no access and delayed maintenance for POTS (WFA Conversion is expected to take place by the end of 2005).</li> <li>• Exclude Vendor meets</li> <li>• No Access Time</li> <li>• Delayed Maintenance Time</li> <li>• Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (does not apply to POTS)</li> <li>• Exclude Loops without test access – BRI</li> <li>• DSL loops &gt; 12Kf with load coils, repeaters, and/or excessive bridged tap (as identified on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble.</li> <li>• Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC</li> </ul>
<b>Business Rules:</b>

<p><b>POTS and UNE-Ps</b> The clock starts on the date and time SBC receives a trouble report. The clock stops on the date and time that SBC personnel clear the repair activity and complete the trouble report.</p> <p><b>Specials</b> The start time is when the customer report is received and the stop time is when the report is closed. Specials are selected based on a specific service code off of the circuit ID.</p> <p><b>UNEs/EELS</b> The start time is when the report is received. The stop time is when the report is cleared in the appropriate system.</p> <p><b>Interconnection Trunks</b> The data is reported at a circuit level. Interconnection Trunks are selected based on the circuit being identified as a message type circuit. Start time is when the CLEC reports trouble and stop time is when SBC notifies the CLEC of service restoral.</p>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{\sum[(\text{Date and time SBC clears ticket with the CLEC}) - (\text{Date and time ticket or trouble report is received})] \div \text{Total network customer trouble reports}}{\text{Total trunk outage duration} \div \text{total trunk trouble reports}}$	Reported by CLEC, all CLECs and SBC, by market area for parity measures and by state for benchmark measures.
<b>Disaggregations and Benchmarks:</b>	
<p>1. <b>POTS</b></p> <ul style="list-style-type: none"> <li>- Affecting Service</li> <li>- Out of Service             <ul style="list-style-type: none"> <li>- Dispatch</li> <li>- No Dispatch</li> <li>- Residence</li> <li>- Business</li> </ul> </li> </ul> <p>2. <b>UNE-P</b></p> <ul style="list-style-type: none"> <li>- Affecting Service</li> <li>- Out of Service             <ul style="list-style-type: none"> <li>- Dispatch</li> <li>- No Dispatch</li> <li>- Residence UNE-P</li> <li>- Business UNE-P</li> </ul> </li> </ul> <p>3. <b>8.0dB Loops</b></p> <ul style="list-style-type: none"> <li>- Dispatch</li> <li>- No Dispatch</li> </ul>	<p>1. POTS – Parity with SBC Retail</p> <p>2. UNE-P residence – Parity with SBC Retail Residence UNE-P Business – Parity with SBC Retail Business</p> <p>3. Compared to business and residence combined</p>
<p><b>Specials Resale/UNE</b></p>	

4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	4. 12 hours
5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport)	5. 4.5 hours (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports	6. 12 hours
7. DSL and Line Splitting	7. 7.5 hours
8. Line Sharing and IDSL	8. 7.5 hours
9. EELS – DS0	9. 12 hours
10. EELS – DS1	10. 4.5 (Critical Z does not apply)
11. Interoffice Trunks	11. Parity with SBC Interoffice Trunking Network

<b>40. Measurement</b>	
Percent Out Of Service (OOS) < 24 Hours	
<b>Definition:</b>	
Percent of OOS trouble reports cleared in less than 24 hours.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open.</li> <li>• CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.</li> <li>• Excludes reports marked as "No Access" to customer premises.</li> <li>• Excludes Affecting Service reports.</li> </ul>	
<b>Business Rules:</b>	
Customer trouble reports are cleared within 24 hours when: <ul style="list-style-type: none"> <li>• The customer report is received Monday through Friday cleared within 24 hours.</li> <li>• The customer report is received Saturday and cleared within 48 hours.</li> <li>• The customer report is received Sunday and cleared before midnight Monday.</li> <li>• Holidays are excluded.</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of OOS trouble reports < 24 hours ÷ total number of OOS trouble reports) * 100	Reported by CLEC, all CLECs and SBC by state.
<b>Disaggregations and Benchmarks:</b>	
1. <u>POTS</u> <ul style="list-style-type: none"> <li>• Business class of service</li> <li>• Residence class of service</li> </ul> 2. <u>UNE-P</u>	1. POTS – Parity with SBC  2. UNE-P - Parity with SBC Business and Residence combined. Note: Comparisons are used for Diagnostic purposes only.

<b>41. Measurement (PM 41 Combined with PM 69)</b>	
Percent Repeat Reports	
<b>Definition:</b>	
Percent of customer trouble reports received within X calendar days of a previous customer report, where X is 10 Days for POTS, UNE-P and 30 Days for Resale Specials and UNEs.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open.             <ul style="list-style-type: none"> <li>• CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.</li> </ul> </li> <li>• Interconnection Trunks</li> <li>• Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational</li> <li>• Loops without test access – BRI</li> <li>• DSL loops &gt; 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble.</li> <li>• Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC.</li> </ul>	
<b>Business Rules:</b>	
Includes customer trouble reports received within X calendar days of an original customer report, where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs. When the second report is received in X days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within X days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.	
<b>Calculation:</b>	<b>Report Structure:</b>
Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within X calendar days of a previous customer report where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs ÷ total customer trouble reports not caused by CPE or wiring and excluding subsequent reports) * 100	Reported by CLEC, all CLECs and SBC, by market area for parity measures and by state for benchmark measures.
<b>Disaggregations and Benchmarks:</b>	
<ol style="list-style-type: none"> <li>1. <u>POTS</u> <ul style="list-style-type: none"> <li>- <u>Residence</u></li> <li>- <u>Business</u></li> </ul> </li> <li>2. <u>UNE-P</u></li> </ol>	<ol style="list-style-type: none"> <li>1. Parity With SBC Retail POTS</li> <li>2. Parity with SBC Retail Pots Business and Residence Combined</li> </ol>

3. <u>8.0dB Loop</u>	3. Compared to SBC Retail POTS business and residence combined
<u>Resale Specials/UNEs:</u>	
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	4. 10%
5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport	5. 15% 10% 6 months (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	
7. DSL and Line Splitting	6. 10%
8. Line Sharing and IDSL	7. 7.5%
9. EELS – DS0	8. 7.5%
10. EELS – DS1	9. 10%
	10. 15% 10% in 6 months (Critical Z does not apply)

**F. Interconnection Trunks**

<b>70. Measurement:</b>	
Percentage of Trunk Blockage	
<b>Definition:</b>	
Percentage of calls blocked on outgoing traffic for alternate final (AF) and direct final (DF) trunk groups from SBC end office to CLEC end office and from SBC tandem to CLEC end office.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes Weekends and Holidays</li> <li>• CLECs have trunks busied-out for maintenance at their end, or have other network problems that are under their control.</li> <li>• Blocking caused by unplanned load on a CLECs network</li> <li>• SBC is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks, e.g. not ready to accept traffic from SBC on the due date or CLEC has no facilities or equipment at CLEC end.</li> <li>• CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 business days (day 0 is the business day the TGSR is emailed/faxed to the CLEC) when a Call Blocking situation is identified by SBC or in the timeframe specified in the InterConnection Agreement (ICA).</li> <li>• If CLEC does not take action upon receipt of TGSR within 10 business days (day 0 as described above) when a pre-service of 75% or greater occupancy situation is identified by SBC or in the time frame specified in the ICA.</li> <li>• If CLEC fails to provide a forecast within the last six months unless a different timeframe is specified in an interconnection agreement.</li> <li>• If a CLEC's actual trunk usage as shown by SBC from traffic usage studies is more than 25% above the CLEC's most recent forecast which must have been provided within the last six months.</li> <li>• New trunk groups that have not been in service for three months may be excluded from calculations for that 3 month period. Nevertheless, utilization data will be gathered upon the turn-up of the TG.</li> </ul> <p>The exclusions do not apply if SBC fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.</p>	
<b>Business Rules:</b>	
Twenty days of data consisting of blocked calls and total calls are collected, aggregated and reported.	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{\{\text{Count of blocked calls} - \text{excluded blocked calls}\}}{\text{total calls offered} - \{\text{excluded blocked calls}\}} * 100$	Reported for CLEC and all CLECs by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• SBC end office to CLEC end office</li> <li>• SBC tandem to end office trunk</li> </ul>	Blocked Calls on Dedicated Trunk Groups not to exceed blocking standard of B.01.

	[B.01 standard is 1%]
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<b>71. Measurement:</b>	
Common Transport Trunk Blockage	
<b>Definition:</b>	
Percentage of local common transport trunk groups exceeding 2%, 1% blockage.	
<b>Exclusions:</b>	
No data is collected on weekends or holidays	
<b>Business Rules:</b>	
Common transport trunk groups that reflect blocking in excess of 2% and 1% (if a separate common transport trunk group is established to carry CLEC traffic only) using a time consistent busy hour from the four most recent weeks of data.	
<b>Calculation:</b>	<b>Report Structure:</b>
(Number of common transport trunk groups exceeding 2%, 1% blocking ÷ total common transport trunk groups) * 100.	Reported on local common transport trunk groups by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• Common trunk groups where CLECs share ILEC trunks</li> <li>• Common trunk groups for CLECs not shared by ILEC</li> </ul>	<ul style="list-style-type: none"> <li>• 3% of SBC common transport trunk groups not to exceed 2% blocking</li> <li>• 3% of SBC common transport trunk groups not to exceed 1% blockage (if a separate common transport trunk group is established to carry CLEC traffic only).</li> </ul>

<b>73.1 Measurement</b>	
Percentage Held Interconnection Trunks	
<b>Definition:</b>	
Percentage of interconnection trunk circuits held greater than 30, 60 or 90 calendar days.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Customer Caused Misses</li> <li>• Excludes any incremental days attributable to the CLEC after the initial SBC caused delay.</li> </ul>	
<b>Business Rules:</b>	
<p>The Customer Desired Due Date or the 21<sup>st</sup> business day after the interconnection trunk order is received by SBC, whichever is greater, starts the clock. The Completion Date is the day that SBC personnel complete the service order activity and it is accepted by the CLEC, which stops the clock. The data is collected at a circuit level. Interconnection trunks are selected based on a specific service code off of the circuit ID.</p> <p>The number of Held circuits is to be calculated by counting the number of circuits that are in held status as of the end of the reporting month. A circuit is no longer in held status once it is completed. This measure captures circuits that are currently in held status as of month-end, not circuits that were completed during the month that may have been in held status prior to completion (data related to missed due dates and delay days is captured separately in PMs 73 and 74).</p> <p>The Denominator will be completed orders plus held circuits.</p>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of trunk circuits held for greater than 30, 60 or 90 calendar days ÷ total trunk circuits) * 100,	Reported by CLEC, all CLECs and SBC by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• Interconnection Trunks by 30, 60 and 90 days</li> </ul>	Parity with SBC interconnection trunks. (For purposes of damages, only applicable to trunk circuits held greater than 30 days.)

G. 911

<b>104. Measurement</b>	
Average Time Required to Update 911 Database (Facility Based Providers)	
<b>Definition:</b>	
The average time it takes to update the 911 database file.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The clock starts on the date/time when the data processing starts and the clock stops on the date/time when the data processing is complete.	
<b>Calculation:</b>	<b>Report Structure:</b>
$\Sigma(\text{Date and time data processing begins} - \text{date and time data processing ends}) \div \text{total number of files}$	Reported for individual CLEC, all CLECs and SBC, by state.
<b>Disaggregations and Benchmarks:</b>	
None	Parity

**H. Collocation**

<b>107. Measurement</b>	
Percentage Missed Collocation Due Dates	
<b>Definition:</b>	
The percentage of SBC caused missed due dates for collocation projects.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>● Exclude any applications rejected for non-payment within the times requested under tariff</li> <li>● Exclude if the CLEC has not submitted their second fifty percent (50%) payment prior to the due date, SBC- will exclude the job from reporting.</li> </ul>	
<b>Business Rules:</b>	
<p>The clock starts when SBC receives, in compliance with the approved tariff, return of proposed layout for space as specified in the application form from the CLEC. However, for purposes of the measure, once SBC provides a quote to a CLEC, the application is deemed to be in compliance with the approved Tariff. The clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy, and CLEC receives CFA/APOT information. . If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies SBC of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for SBC to complete the space per the specifications will be counted as part of the interval.</p> <p>Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by SBC and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. However, a due date extension resulting from SBC notification that it will not meet the required interval, will not be considered a change in the due date for purpose of this measure. Moreover, any change in due date requested by SBC for whatever reason will not be considered to be a change in due date for purpose of this measure. A CLEC-requested extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to:</p> <ul style="list-style-type: none"> <li>● CLEC return to SBC corrected and complete floor plan drawings.</li> <li>● CLEC placement of required component(s).</li> </ul> <p>If the business rules and tariff are inconsistent, the terms of the tariff will apply. If inconsistencies are identified, SBC will bring these forward for discussion at the next 6-month review.</p>	
<b>Calculation:</b>	<b>Report Structure:</b>
(count of number of SBC caused missed due dates for collocation facilities ÷ total number of collocation projects) * 100	Reported for individual CLEC and all CLECs and SBC affiliate, by state
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>● New</li> <li>● Augments</li> </ul> <p>Note: All approved types, e.g. Cages,</p>	95% within the due date in the SBC Missouri Interstate Tariff or if the CLEC requests a longer interval, the interval

Cageless, etc. are now included in these)	agreed to by the parties. Damages and Assessments will be calculated based on the number of days late. (Critical Z does not apply)
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**I. Coordinated Conversions**

<b>115.2. Measurement</b>	
Combined Outage Percentage of CHC/FDT LNP with Loop Lines Conversions	
<b>Definition:</b>	
Percentage of CHC/FDT LNP with Loop Lines where an outage occurs.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow SBC the opportunity to complete CHC/FDT LNP with Loop within the designated interval.</li> <li>• Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time.</li> <li>• CHC/FDT LNP with Loop Lines where the CLEC requests that the cut-over begin prior to the scheduled time.</li> <li>• Excludes Non-Measured reports (CPE, Interexchange, and Informational).</li> <li>• Reports for which the trouble is attributable to the SBC network (unless SBC had knowledge of the trouble prior to the due date).</li> <li>• Excludes no access to the end user's location.</li> </ul>	
<b>Business Rules:</b>	
An outage is defined as (1) a premature disconnect for both CHC and FDT, which occurs any time SBC begins the cut-over more than 10 minutes prior to the scheduled start time, and (2) an excessive duration for CHC or FDT (where the CHC or FDT LNP with Loop Lines are not completed by SBC within the established provisioning intervals, and (3) a CHC or FDT PTR (where the CLEC submits a trouble report on the day of conversion, or before noon on the next business day).	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of outages ÷ total coordinated conversions) * 100	Reported by CLEC and all CLECs by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• Enhanced Daily Process (Includes original CHC.FDT for LNP with DSL compatible loop)</li> <li>• Defined Batch Process</li> <li>• Bulk Batch Process</li> </ul>	<p>2%</p> <p>2%</p> <p>2%</p>

**J. NXX**

<b>117. Measurement</b>	
Percent NXXs loaded and tested by the LERG effective date	
<b>Definition:</b>	
Measures the percent of NXX(s) loaded and tested in the end office and/or tandem switches by the LERG effective date	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Requests from CLECs where no signed Interconnection Agreement exists</li> <li>• Requests from CLECs where their Infrastructure is not complete preventing us from performing the appropriate testing to establish the NXX</li> <li>• Requests by CLECs where an appropriate test number has not been provided to perform required testing to establish the NXX</li> </ul>	
<b>Business Rules:</b>	
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s) where an appropriate point of interconnection was not established prior to the LERG effective date. Data for additional NXXs in the local calling area will be based on the LERG effective date.	
<b>Calculation:</b>	<b>Report Structure:</b>
(Total count of NXXs loaded and tested by LERG date, or interconnection date ÷ total NXXs loaded and tested) * 100	Reported by CLEC, all CLECs and SBC, by state.
<b>Disaggregations and Benchmarks:</b>	
• None	Parity

**K. Bona Fide/Special Request Process (BFRs)**

<b>120. Measurement</b>	
Percentage of Requests Processed Within 30 Business Days	
<b>Definition:</b>	
Percentage of Bona fide/Special requests processed and preliminary analysis or denial notices provided to the customer within 30 business days of receipt of BFR.	
<b>Exclusions:</b>	
Excludes weekends and holidays.	
<b>Business Rules:</b>	
The clock starts when SBC receives the application. The clock stops when SBC responds with the preliminary analysis or denial notification.	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of number of requests processed within 30 days ÷ total number of requests) * 100	Reported by CLEC, all CLECs, and SBC affiliate, by state.
<b>Disaggregations and Benchmarks:</b>	
None	90% within 30 business days. (Critical Z does not apply) Note: Benchmark is provided for Diagnostic purposes only

<b>124. Measurement</b>	
Timely Resolution of Significant Software Failures Related to Releases	
<b>Definition:</b>	
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.	
<b>Exclusions:</b>	
Errors where a workaround, transparent to the CLEC, is available (workaround in this sense does not include manual faxing to the LSC or any other action required by the CLEC)	
<b>Business Rules:</b>	
<p>Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to SBC or receive back from SBC order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.</p> <p>SBC cannot reasonably determine how a given software release issue impacts all CLECs. Therefore, self-reporting by the CLEC is necessary. SBC will proactively determine and report impacted CLECs if the software problem impacts all LSRs in the major categories of RESALE:</p> <ul style="list-style-type: none"> <li>UNE-P</li> <li>UNE Loop</li> <li>DSL Capable Loops</li> <li>DSL with Line Sharing</li> <li>LNP only</li> </ul> <p>In this case, SBC will determine if these major categories represent 10% or more of the CLEC's LSRs based on PM5 results for the prior month.</p>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100	By CLEC
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• None</li> </ul>	95% completed within 48 hours or 2 days. (Critical Z does not apply)

**DUE DATE INTERVAL MATRIX**

<b>PRODUCT</b>	<b>QUANTITY</b>	<b>INTERVAL (DAYS)</b>
<b>UNE:</b>		
8.0 dB Loop w/wo enhanced daily batch hot cuts	1 – 10	3
	11 – 20	7
	21+	10
8.0 dB Loop with defined batch cut process	As defined	13
8.0 dB Loop with bulk batch cut process	As defined	Negotiate
5.0 dB Loop	1 – 10	3
	11 – 20	7
	21+	10
BRI Loop	1 -10	4
	11 – 20	10
	21+	Negotiate
DS1 Loop	1 – 20	5
	21+	Negotiate
Analog Line Port	ALL	2
Analog Trunk Port	ALL	2
DS1 Dedicated Transport	1 – 20	5
	21+	Negotiate
DS3 Dedicated Transport	1 – 20	5
	21+	Negotiate
		Negotiate
ISDN – PRI Loop	1 – 20	5
	21+	10
Dark Fiber	1 – 20	5
	21+	Negotiate
Standalone INP	1 – 10	3
	11 – 20	7
	21+	10
DSL No-Line Sharing – Conditioned	ALL	10
DSL No-Line Sharing – Non- Conditioned	ALL	5
DSL Line Sharing – Conditioned	1 – 24	10
	25+	Negotiate
DSL Line Sharing – Non- Conditioned	1 – 24	3
	25+	Negotiate
Voice Over Data – Conditioned	ALL	10
Voice Over Data – Non- Conditioned	ALL	5
OCn – Loop	1 – 20	25
	21+	Negotiate

DSL with Line Splitting	1 – 20 21+	5 Negotiate
EELS	1 – 20 21+	5 Negotiate
Subtending Digital Direct Trunks	ALL	3
DS1 Digital Trunk Port DID	ALL	8
<b>RESOLD SPECIALS:</b>		
DDS	1 – 8 9+	7 Negotiate
DS1	1 – 5 6+	7 Negotiate
DS3	ALL	Negotiate
VGPL	1 – 8 9 – 16 17 – 24 25+	5 7 9 Negotiate
BRI - RES	1 – 8 9+	10 Negotiate
- BUS	1 – 8 9+	5 Negotiate
PRI	24 – 120 121+	9 Negotiate
UNE-P ISDN	1 – 8 9+	5 Negotiate
OCn	ALL	Negotiate

## **ATTACHMENT 18: DIRECTORY ASSISTANCE LISTING INFORMATION**

This Attachment 18: Directory Assistance Listing Information sets forth terms and conditions for which SBC MISSOURI agrees to license its Directory Assistance Listing information to TCG-KC.

### **1.0 INTRODUCTION**

- 1.1 SBC MISSOURI owns and maintains databases containing directory assistance subscriber listing information (name, address and published telephone number or an indication of non-published or non-list status).
- 1.2 TCG-KC, or its agent, wishes to provide DA service to TCG-KC's End Users and therefore wishes to load its databases with directory assistance listings contained in SBC MISSOURI's DA database.
- 1.3 Inasmuch as SBC MISSOURI provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers (CLECs), SBC MISSOURI's database also contains directory assistance listing information for other ILEC and CLEC End Users.

### **2.0 SERVICE PROVIDED**

- 2.1 SBC MISSOURI agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
  - 2.1.1 SBC MISSOURI shall provide directory assistance listing information in a mutually acceptable format.
  - 2.1.2 SBC MISSOURI shall provide directory assistance listing information to TCG-KC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, SBC MISSOURI will provide to TCG-KC the initial load of directory assistance listing information in a mutually agreed upon timeframe.
- 2.2 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in TCG-KC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, TCG-KC may verify the listing by matching the caller-provided address with the address in TCG-KC's

database. TCG-KC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. TCG-KC can notify the customer that the requested listing is non-published.

- 2.3 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

### **3.0 USE OF SUBSCRIBER LISTING INFORMATION**

- 3.1 TCG-KC may use the directory assistance listing information licensed and provided pursuant to this Attachment in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.

- 3.2 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder.

### **4.0 ASSIGNMENT**

- 4.1 The directory assistance listings provided by SBC shall remain the property of SBC MISSOURI. TCG-KC, or its third party DA provider/agent, shall take appropriate measures at least equal to the measures TCG-KC uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

### **5.0 SUBCONTRACTING OF DIRECTORY ASSISTANCE SUBSCRIBER LISTINGS**

- 5.1 If TCG-KC elects to use a subcontractor for its DA services, TCG-KC may transfer the directory service subscriber listing information to its DA provider in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.

### **6.0 TERMS OF ATTACHMENT**

- 6.1 SBC MISSOURI will commence providing subscriber listing information to TCG-KC as described in this Attachment sixty (60) days following the receipt of a written request from TCG-KC and thereafter continue in force until terminated upon receipt of one hundred twenty (120) days prior written notice from the other as long as this Agreement remains in effect.

### **7.0 LIABILITY**

- 7.1 SBC MISSOURI makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to TCG-KC. TCG-KC agrees to accept the directory assistance listing information on an "as-is" basis with all

faults, errors, and omissions, if any. SBC MISSOURI makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.

7.2 TCG-KC hereby releases SBC MISSOURI from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Attachment, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

7.3 Indemnification of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

## **8.0 PRICING**

8.1 The prices at which SBC MISSOURI agrees to provide TCG-KC with Directory Assistance Listing (DAL) are contained in the Attachment Pricing.

## **9.0 RESERVATION OF RIGHTS/INTERVENING LAW**

9.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

## ATTACHMENT 19: WHITE PAGES - OTHER (WP-O)

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth SBC MISSOURI's and TCG-KC's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

### 1.0 Introduction

- 1.1 SBC MISSOURI publishes White Pages directories for geographic local service areas in which TCG-KC provides local exchange telephone service in the same area(s), and TCG-KC wishes to include listings information for its End User Customers in the appropriate SBC MISSOURI White Pages directories.
- 1.2 TCG-KC also desires distribution to TCG-KC's End User Customers of the White Pages directories that include listings of TCG-KC's End User customers.
- 1.3 SBC MISSOURI will make available to TCG-KC, for TCG-KC Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

### 2.0 Service Provided

- 2.1 Subject to SBC MISSOURI's practices, as well as the rules and regulations applicable to the provision of WP directories, SBC MISSOURI will include in appropriate White Pages directories the primary alphabetical listings of all TCG-KC End Users located within the local directory scope. The rules regulations and SBC MISSOURI practices are subject to change from time to time. When TCG-KC provides its subscriber listing information to SBC MISSOURI listings database, TCG-KC will receive for its End User, one primary listing in the SBC MISSOURI WP directory and a listing in SBC MISSOURI's directory assistance database.
  - 2.1.1 Where an TCG-KC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the WP directory, SBC MISSOURI will assess TCG-KC a monthly charge for such listings at SBC MISSOURI's tariff rates. An additional monthly charge at SBC MISSOURI's tariff rate applies when TCG-KC wishes to list an End User in SBC MISSOURI's directory assistance database but does not wish to have its End User listed in SBC MISSOURI's WP directory. In addition, TCG-KC may elect to have its End User unlisted and the listing not published in SBC MISSOURI's WP directory for a monthly charge at SBC MISSOURI's tariff rate for those non-published, non-listed services.
    - 2.1.1.1 Facility-based CLECs are billed at the retail tariff rate for a 12 month period at the time the directory is published for additional, foreign, and

enhanced listings, as well as Non-Published service. TCG-KC will be notified via Accessible Letter should the billing process change.

- 2.2 TCG-KC will furnish to SBC MISSOURI subscriber listing information pertaining to TCG-KC End Users located within the local directory scope, along with such additional information as SBC MISSOURI may require to prepare and print the alphabetical listings of said directory.
- 2.3 Intentionally left blank.
- 2.4 TCG-KC will provide accurate subscriber listing information of its subscribers to SBC MISSOURI via a mechanical or manual feed of the listing information to SBC MISSOURI's listing database. TCG-KC agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Attachment, or upon TCG-KC reaching a volume of two hundred listings per day, whichever comes first. TCG-KC's subscriber listings will be interfiled (interspersed) in the directory among SBC MISSOURI's subscriber listing information. TCG-KC shall furnish to SBC MISSOURI, in a form acceptable to both Parties, subscriber listing information pertaining to TCG-KC End Users located within the local directory scope, along with such additional information as SBC MISSOURI may require to prepare and print the alphabetical listings of said directory. See CLEC Online website for methods, procedures and ordering information. TCG-KC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the directory assistance database or the directory listing of an TCG-KC End User. TCG-KC must submit all listing information intended for publication by the directory close date.
- 2.5 SBC MISSOURI will provide electronic directory listing verification to TCG-KC through the Web Listing Lookup in the SBC CLEC Online website. Upon request, SBC MISSOURI will provide daily electronic directory listing verification via SBC MISSOURI's white page listing systems. Information for directory listing verification is located on the SBC CLEC Online website.
- 2.5.1 In addition, at least sixty (60) calendar days prior to the business office close date for a particular directory, SBC MISSOURI will provide TCG-KC, upon request, an electronic verification report, in directory appearance format, of all subscriber listings, containing the listing information that will appear in the directory. TCG-KC will make its request for this report at least eighty (80) days prior to the Business Office Close Date for a particular directory. SBC MISSOURI will accept standing requests for this report on those White Page directories specified by TCG-KC. TCG-KC will review this report and will submit any necessary additions, deletions or modifications to SBC MISSOURI via the appropriate directory listing correction process no less than thirty (30) days prior to the SBC MISSOURI Business Office Close date for that directory, provided that SBC MISSOURI made the report available to TCG-KC in a timely manner as specified above.

- 2.5.2 An TCG-KC specific listing verification list, in a fielded data validation format, also is available upon request by TCG-KC at least eighty (80) days prior to the Business Office Close Date for a particular directory. TCG-KC will review this electronic verification list and will submit any necessary additions, deletions or modifications to SBC MISSOURI via the appropriate directory listing correction process no less than thirty (30) days prior to the SBC MISSOURI Business Office Close date for that directory, provided that SBC MISSOURI made the electronic verification list available to TCG-KC in a timely manner as specified above.
- 2.6 Publication schedules for the White Pages: TCG-KC can access via the SBC CLEC Online website, the directory close dates for areas where TCG-KC is providing local service. SBC MISSOURI will update the directory close dates in a timely manner as they occur.
- 2.7 Intentionally left blank.
- 2.8 Each TCG-KC subscriber will receive one copy per primary End User listing, as provided by TCG-KC, of SBC MISSOURI White Pages directory in the same manner and at the same time that they are delivered to SBC MISSOURI subscribers during the annual delivery of newly published directories.
- SBC MISSOURI has no obligation to provide any additional White Page directories above the directories provided to TCG-KC or TCG-KC customers after each annual distribution of newly published directories. TCG-KC may arrange for additional directory distribution services with SBC MISSOURI's directory publishing affiliate, pursuant to terms and conditions agreed to by the Parties.
- 2.9 At its option, TCG-KC may purchase one (1) information page (Customer Guide Page) in the informational section of the SBC MISSOURI White Pages directory covering the geographic area(s) it is serving. This page will be in alphabetical order with other CLECs and will be no different in style, size, color and format than SBC MISSOURI information pages. Sixty (60) calendar days prior to the directory close date, TCG-KC will provide to SBC MISSOURI the information page in camera ready format. SBC MISSOURI will have the right to approve, and, with TCG-KC's agreement, SBC MISSOURI may, but is not required to, revise the format and content of such information page. See Pricing Schedule for rates associated with the Information Page.
- 2.10 SBC MISSOURI will include TCG-KC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to TCG-KC on such page will be 1/8<sup>th</sup> page in size or the equivalent size as other local service providers listed on the same page. In order to have such information published, sixty (60) days prior to the directory close date, TCG-KC will

provide SBC MISSOURI the information to be published on the information page according to the instructions provided on SBC CLEC Online website (TCG-KC will be limited to a maximum of one representation in any single edition of a SBC MISSOURI White Pages directory under this Subsection or Appendix (WP) - Resale to this agreement). SBC MISSOURI's approval will not be unreasonably withheld.

### **3.0 Use Of Subscriber Listing Information**

- 3.1 SBC MISSOURI agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include TCG-KC's subscriber listing information in an area directory, and to handle the TCG-KC's subscriber listing information in the same manner as SBC MISSOURI's subscriber listing information. In exchange for SBC MISSOURI serving as the single point of contact and handling all subscriber listing information equally, TCG-KC authorizes SBC MISSOURI to include and use the TCG-KC subscriber listing information provided to SBC MISSOURI pursuant to this Attachment in SBC MISSOURI's WP directory, SBC MISSOURI's Directory Assistance databases, and to provide TCG-KC subscriber listing information to directory publishers. Included in this authorization is the release of TCG-KC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and to directory publishers as required in Section 251(b)(3) and any applicable regulations and orders. Also included in this authorization is SBC MISSOURI's use of TCG-KC's subscriber listing information in SBC MISSOURI's directory assistance, directory assistance related products and services, and publishing products and services.
- 3.2 SBC MISSOURI further agrees not to charge TCG-KC for serving as the single point of contact with independent and third party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of TCG-KC's subscriber list information to directory publishers, TCG-KC agrees that it will receive no compensation for SBC MISSOURI's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such TCG-KC subscriber list information shall be intermingled with SBC MISSOURI's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by SBC MISSOURI.

### **4.0 Pricing**

- 4.1 SBC MISSOURI will deliver one copy per primary End User listing of SBC MISSOURI White Pages, as described in Section 2.8 above, at no charge.

### **5.0 Intentionally left blank.**

### **6.0 Term**

- 6.1 This Attachment will continue in force until terminated by sixty (60) days prior written notice by either Party to the other.

- 6.2 Upon termination of the interconnection Agreement, this Attachment will be null and void with respect to any issue of directories published thereafter.

## **7.0 Liability**

- 7.1 Except as set forth herein, Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.
- 7.2 TCG-KC agrees that SBC MISSOURI and/or its affiliates will not be liable for the content or accuracy of any subscriber list information provided by TCG-KC. TCG-KC agrees to indemnify, hold harmless and defend SBC MISSOURI and/or its affiliates from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including, but not limited to reasonable attorney's fees and expenses) resulting from or arising out of any third party's claim of inaccurate subscriber listing information, use of information provided by TCG-KC.
- 7.3 TCG-KC further agrees to indemnify, hold harmless and defend SBC MISSOURI and/or its affiliates from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including, but not limited to reasonable attorney's fees and expenses) resulting from or arising out of any negligent act or omission, grossly negligent act, or act of willful misconduct by TCG-KC.
- 7.4 TCG-KC further agrees to pay all costs incurred by SBC MISSOURI and/or its affiliates as a result of TCG-KC not complying with the terms of this Attachment.

## **8.0 Reservation of Rights/Intervening Law**

- 8.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

## **ATTACHMENT 20: CLEARINGHOUSE (CH)**

WHEREAS, SBC MISSOURI operates a Clearinghouse (CH), as described below, for its own behalf and that of participating LECs and LSPs, including TCG-KC; and,

WHEREAS, TCG-KC wants to participate in the CH on the terms set forth herein;

The Parties agree to the following:

### **1.0 Clearinghouse Description**

1.1 SBC MISSOURI operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and LSPs, including SBC MISSOURI and TCG-KC.

### **2.0 Qualifying Message Criteria**

2.1 The only toll call messages that qualify for submission to SBC MISSOURI for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or TCG-KC exchange, exclusively carried by a LEC or TCG-KC over LEC or TCG-KC facilities and billed to a customer located in a second LEC's or TCG-KC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of SBC MISSOURI's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or TCG-KC over LEC or TCG-KC facilities, and billed to a customer located in a second LEC's or TCG-KC exchange and not in the originating State.

### **3.0 Responsibilities Of The Parties**

3.1 TCG-KC agrees that it will provide SBC MISSOURI with billing records for CH processing that are in an industry standard format acceptable to SBC MISSOURI and that at a minimum will display the telephone number of the end user to whom the call is to be billed and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or TCG-KC exchange but are to be billed to an end user in a second LEC's or TCG-KC exchange. Such records are referred to as category 92 records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.

3.2 TCG-KC agrees that all CH Records it generates will display indicators denoting whether category 92 Records should be forwarded to SBC MISSOURI's CH. TCG-KC will retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to SBC MISSOURI for CH processing, if needed.

- 3.3 SBC MISSOURI will provide and maintain such systems as it believes are required to furnish the CH service described herein. SBC MISSOURI, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 3.4 TCG-KC will timely furnish to SBC MISSOURI all CH Records required by SBC MISSOURI to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated March 25, 1996, or as otherwise mutually agreed upon by the Parties. SBC MISSOURI will provide the CH service in accordance with the TESP and such modifications as are subsequently agreed upon.
- 3.5 Presently, in operating the CH, SBC MISSOURI relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

#### **4.0 Processing Charge**

- 4.1 TCG-KC agrees to pay SBC MISSOURI a processing charge in consideration of SBC MISSOURI's performance of CH services. This charge is \$.02 per originated CH Record processed on behalf of TCG-KC.

#### **5.0 Billing Charge**

- 5.1 TCG-KC agrees to pay a \$.05 per message charge to the LEC or LSP responsible for billing the message, including SBC MISSOURI, when SBC MISSOURI bills the message.

#### **6.0 Settlement Report**

- 6.1 SBC MISSOURI will issue monthly reports containing the results of the processing of CH Records to each participating LEC and TCG-KC. These reports list the (a) amounts owed by TCG-KC for billing messages originated by others; (b) amounts due to TCG-KC for TCG-KC-originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

#### **7.0 Retroactive and Lost Messages**

- 7.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section 3.0 of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or TCG-KC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or TCG-KC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

## **8.0 Limitation Of Liability**

- 8.1 By agreeing to operate the CH, SBC MISSOURI assumes no liability for any LEC's or TCG-KC's receipt of appropriate revenues due to it from any other entity. TCG-KC agrees that SBC MISSOURI will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SBC MISSOURI may have relied in preparing settlement reports or performing any other act under this Attachment.
- 8.2 TCG-KC agrees to indemnify and hold SBC MISSOURI harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of SBC MISSOURI's performance of CH processing pursuant to this Attachment.
- 8.3 SBC MISSOURI will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SBC MISSOURI. Any losses or damage for which SBC MISSOURI is held liable under this Attachment will in no event exceed the amount of processing charges incurred by TCG-KC for the CH services provided hereunder during the period beginning at the time SBC MISSOURI receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

## **9.0 DISCLAIMER OF WARRANTIES**

- 9.1 SBC MISSOURI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SBC MISSOURI ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY TCG-KC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

## ATTACHMENT 21: NUMBERING

This Attachment 21: Numbering sets forth the terms and conditions under which the Parties will coordinate with respect to NXX assignments.

### 1.0 NUMBERING

- 1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.
- 1.2 Each Party agrees to make available to the other, via the LERG, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.
- 1.3 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.
- 1.4 It will be the responsibility of each Party to input required data into the Telcordia Business Integrated Routing and Rating Database System (BIRRDs) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 1.5 Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

### 2.0 NXX CODES

- 2.1 The Parties shall comply with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability) and all other FCC orders in regard to Local Number Portability. Such compliance with such Numbering Guidelines and FCC Second Report & Order will enable TCG-KC and SBC MISSOURI to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes. If the laws and regulations governing NXX code assignment change, then the Agreement shall be amended to reflect such change.
- 2.2 Pursuant to 2.1, the Parties agree that CO Codes/blocks allocated to a wireline Service Provider are to be utilized to provide service to a customer's premise located in the same rate center that the CO Codes/blocks are assigned. Tariffed foreign exchange service (FX) is an exception to the provisions above.

### **3.0 NXX MIGRATION**

NXX Migration as defined in the Central Office Code Assignment Guidelines (Industry Numbering Committee (INC), Section 7, Criteria for the transfer of Central Office Codes), will be provided upon request. The Party that requests a migration of an NXX from the other Party to itself agrees to pay an NXX Migration charge as set forth in the Pricing Appendix under "OTHER" where applicable. Where charges are not available, no fee will be assessed and no NXX Migration will be provided until the Party seeking to charge has filed cost studies approved by the Commission.

### **4.0 RESERVATION OF RIGHTS/INTERVENING LAW**

- 4.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

**ATTACHMENT 22: DA-FACILITIES BASED**  
(for CLECs who are Switch-Based)

**SBC MISSOURI – PROVIDED DIRECTORY ASSISTANCE**

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which SBC MISSOURI agrees to provide Directory Assistance (DA) for TCG-KC as a facilities based switch provider.

**1.0 SERVICES**

- 1.1 DA consists of providing subscriber listing information (name, address, and published or non-list telephone number or an indication of non-published status for the home NPA and/or local/intraLATA serving area where available to TCG-KC's End Users who dial 411, 1/0+411, 555-1212, 1/0/+555-1212, or 1/0+NAP-555-1212 or other dialing arrangement.
- 1.2 Directory Assistance Call Completion (DACC) service consists of SBC MISSOURI completing a call to the requested number on behalf of TCG-KC's end user, automated voice system or having the operator complete the call. SBC MISSOURI will provide DACC to TCG-KC's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.
- 1.3 SBC MISSOURI agrees to provide DACC only in areas where TCG-KC can furnish Automatic Number Identification (ANI) from TCG-KC's customers to SBC MISSOURI's switch and where TCG-KC obtains DA service from SBC MISSOURI.
  - 1.3.1 TCG-KC represents that SBC MISSOURI's provision of DACC does not interfere with any contractual arrangement that TCG-KC has with another operator services provider. Subject to the procedures set forth in Section 7.4 of the General Terms and Conditions of this Agreement, TCG-KC agrees to indemnify SBC MISSOURI from any and all causes of action which may be brought by an alternate operator services provider based on allegations that SBC MISSOURI has interfered with any such contractual arrangement solely by virtue of SBC MISSOURI's provision of DACC to TCG-KC under this Attachment.
- 1.4 National Directory Assistance (NDA): Consists of a service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
- 1.5 Business Category Search (BCS): A service which will provide TCG-KC end users the ability to request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

- 1.6 Reverse Directory Assistance (RDA): A non-regulated informational service. Consists of providing listed local and national name and address information associated with a telephone number that an TCG-KC end user provides to the DA operator.

**2.0 DEFINITIONS** - The following terms are defined as set forth below:

- 2.1 **Non-List Number** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling an SBC MISSOURI DA Operator.
- 2.2 **Non-Published Number** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an SBC MISSOURI DA Operator.
- 2.3 **Published Number** - A telephone number that is published in a telephone directory and is available upon request by calling an SBC MISSOURI DA Operator.
- 2.4 **IntraLATA Home NPA (HNPA)** - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.5 **IntraLATA Foreign NPA (FNPA)** - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.

**3.0 CALL BRANDING**

- 3.1 The procedure of identifying the DA provider as being TCG-KC audibly and distinctly to the TCG-KC end user at the beginning of each DA call. In all cases, SBC MISSOURI will brand DA in TCG-KC's name.
- 3.1.1 TCG-KC will provide SBC MISSOURI with an Operator Services Translations Questionnaire (OSTQ) completed with the specific branding phrase to be used to identify TCG-KC. The standard phrase will be consistent with the general form and content currently used by the TCG-KC in branding its respective services.
- 3.1.2 **Branding Load Charges:** An initial non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for the establishment of TCG-KC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by SBC MISSOURI on behalf of TCG-KC.

#### **4.0 DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION**

- 4.1 Reference/Rater Information are SBC MISSOURI databases referenced by a SBC MISSOURI Operator for TCG-KC DA specific information as provided by TCG-KC such as its business office, repair and DA rates.
- 4.2 TCG-KC must provide TCG-KC Rate/Reference Information to SBC MISSOURI.
- 4.3 When a SBC MISSOURI Operator receives a rate request from an TCG-KC End User, where technically feasible and available, SBC MISSOURI will quote the applicable OS/DA rates as provided by TCG-KC.
- 4.4 TCG-KC must furnish OS/DA Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). TCG-KC will furnish to SBC MISSOURI a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken. In all cases, the rates quoted to the TCG-KC End User and those applied to the call will be TCG-KC's.
- 4.5 TCG-KC will inform SBC MISSOURI, via the OSQ of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. TCG-KC acknowledges that it is responsible to provide SBC MISSOURI updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.
- 4.6 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of TCG-KC's OS/DA Rate/Reference information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the TCG-KC OS/DA Rate or Reference Information.

#### **5.0 RESPONSIBILITIES OF SBC MISSOURI**

- 5.1 SBC MISSOURI will perform DA Service for TCG-KC in those exchanges where TCG-KC elects to purchase such services from SBC MISSOURI.
- 5.2 SBC MISSOURI will provide and maintain its own equipment to furnish DA Services.
- 5.3 SBC MISSOURI will provide DA Service to TCG-KC customers using current and updated DA records and in accordance with SBC MISSOURI's current methods, practices, and procedures or as subsequently modified.
- 5.4 SBC MISSOURI will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.
- 5.5 SBC MISSOURI will include current TCG-KC subscriber listing information in SBC MISSOURI's DA database.

## **6.0 RESPONSIBILITIES OF BOTH PARTIES**

- 6.1 The Party(ies) that provide the circuits between TCG-KC and SBC MISSOURI offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.
- 6.2 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.3 TCG-KC agrees that SBC MISSOURI may temporarily correct what appears to be obvious TCG-KC end user listing errors in the SBC MISSOURI DA database. SBC MISSOURI will make temporary correction and notify TCG-KC. TCG-KC must send in service order to correct listing within the specified timeframe, or listing will revert to the original listing format.

## **7.0 RESPONSIBILITIES OF TCG-KC**

- 7.1 TCG-KC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC MISSOURI Operator assistance switch. Should TCG-KC seek to obtain interexchange DA Service from SBC MISSOURI, TCG-KC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 7.2 TCG-KC will furnish to SBC MISSOURI a completed OSQ, thirty (30) days in advance of the date when the DA services are to be undertaken.
- 7.3 TCG-KC will provide SBC MISSOURI updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 7.4 TCG-KC agrees that due to customer quality and work force scheduling, SBC MISSOURI will be the sole provider of DA Services for TCG-KC local serving area(s) for a minimum of a one (1) year period.
- 7.5 TCG-KC agrees that SBC MISSOURI may utilize TCG-KC End User's listings contained in SBC MISSOURI directory assistance database in providing existing and future SBC MISSOURI directory assistance or DA related services.
- 7.6 TCG-KC further agrees that SBC MISSOURI can release TCG-KC directory assistance listings stored in SBC MISSOURI directory assistance database to competing providers.

## **8.0 PRICING**

- 8.1 The prices at which SBC MISSOURI agrees to provide TCG-KC with Directory Assistance Services are contained in the applicable Appendix Pricing.
- 8.2 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

## **9.0 LIABILITY**

- 9.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement including, but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Attachment.
- 9.2 TCG-KC also agrees to release, defend, indemnify, and hold harmless SBC MISSOURI from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly by SBC MISSOURI employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

## **10.0 TERMS OF ATTACHMENT**

- 10.1 If TCG-KC chooses to use SBC MISSOURI OS/DA services, TCG-KC must use such services for a minimum period of twelve (12) months. As of the effective date of this Agreement, if TCG-KC has already fulfilled its requirement to subscribe to SBC MISSOURI's OS/DA services for a twelve month period, or anytime after TCG-KC has met the twelve (12) month period, TCG-KC may terminate use of SBC MISSOURI OS/DA services upon one hundred-twenty (120) days advance written notice to SBC MISSOURI.
- 10.2 This Attachment will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, which ever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party.
- 10.3 If TCG-KC terminates this Attachment prior to the expiration of the term of this Attachment, TCG-KC shall pay SBC MISSOURI, within thirty (30) days of the issuance of any bills by SBC MISSOURI, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by

SBC MISSOURI pursuant to this Attachment prior to the termination. However, if TCG-KC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty days notice, termination charges are not applicable.

**11.0 RESERVATION OF RIGHTS/INTERVENING LAW**

- 11.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.