

Benchmark:

See Measurement No. 59

DSL Loops with Line Sharing – Parity

DSL Loops with no Line Sharing –9.0 hours (critical z-value does not apply)

Broadband service product (Note : Additional disaggregations may be required as necessary in the future)

PM 68 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

69. Measurement	
Percent Repeat Reports	
Definition:	
Percentage of customer trouble reports received within 30 calendar days of a previous customer report.	
Exclusions:	
<ul style="list-style-type: none"> • Specials and Interconnection Trunks. • Excludes UNE Combos captured in the POTS or Specials measurements. • Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational • Excludes loops without test access – BRI • Excludes DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap for which the CLEC has not authorized conditioning unless coded to the Central Office. • 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. 	
Business Rules:	
Includes customer trouble reports received within 30 calendar days of an original customer report. When the second report is received in 30 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 30 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.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • UNEs contained in the UNE price schedule, and/or agreed to by parties. • DSL loops with line sharing • DSL loops with no line sharing • Broadband service product (Note : Additional disaggregations may be required as necessary in the future) 	
Calculation:	Report Structure:
Count of customer trouble reports received within 30 calendar days of a previous customer report ÷ total customer trouble reports) * 100	Reported by CLEC, all CLECs, SWBT and affiliates where appropriate.
Measurement Type:	
Tier 1 – High Tier 2 – High	

Benchmark:

See Measurement No. 59

8db loops – Parity with SWBT POTS Business

DSL Loops with Line Sharing – Parity

DSL Loops with no Line Sharing – 12.0% (Critical z-value does not apply)

Broadband service product (Note : Additional disaggregations may be required as necessary in the future)

INTERCONNECTION TRUNKS**70. Measurement:**

Percentage of Trunk Blockage

Definition:

Percentage of calls blocked on outgoing traffic for alternate final (AF) and direct final (DF) trunk groups from SWBT end office to CLEC end office and from SWBT tandem to CLEC end office.

Exclusions:

- Excludes Weekends and Holidays
- CLECs have trunks busied-out for maintenance at their end, or have other network problems that are under their control.
- SWBT 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 SWBT on the due date or CLEC has no facilities or equipment at CLEC end.
- 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 SWBT or in the timeframe specified in the InterConnection Agreement (ICA).
- 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 SWBT for a time frame specified in the ICA.
- If CLEC fails to provide a forecast within the last six months unless a different timeframe is specified in an interconnection agreement.
- For trunks extending from the SWBT tandem to the CLEC end office designated as direct end office trunks, if CLEC's actual trunk usage for a market region, as shown by SWBT from traffic usage studies, is more than 25% above CLEC's most recent forecast for the market region, which must have been provided within the last six-months unless a different timeframe is specified in an interconnection agreement.
- For trunks extending from the SWBT end office to the CLEC end office, if CLEC's actual trunk usage for a wirecenter or end office, as shown by SWBT from traffic usage studies, is more than 25% above CLEC's most recent forecast for the wirecenter or end office, which must have been provided within the last six-months unless a different timeframe is specified in an interconnection agreement.

The exclusions do not apply if SWBT fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SWBT 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.

Business Rules:	
Twenty days of data consisting of blocked calls and total calls are collected and aggregated each month.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • The SWBT end office to CLEC end office and SWBT tandem to end office trunk blockage will be reported separately. • By Market Region. 	
Calculation:	Report Structure:
$\left(\frac{\{\text{Count of blocked calls} - \text{excluded blocked calls}\}}{\text{total calls offered} - \{\text{excluded blocked calls}\}} \right) * 100$	Reported for CLEC and all CLECs .
Measurement Type:	
Tier-1 High	
Tier-2 High	
Benchmark:	
Blocked Calls on Dedicated Trunk Groups not to exceed blocking standard of B.01. [B.01 standard is 1%]	

70.1 Measurement:	
Trunk Blockage Exclusions	
Definition:	
Number of calls blocked on outgoing traffic from SWBT end office to CLEC end office and from SWBT tandem to CLEC end office that are excluded from the trunk blockage data reported under PM 70.	
Exclusions:	
<ul style="list-style-type: none"> • None 	
Business Rules	
Number of blocked calls and total calls excluded from the monthly blockage data reported under Performance Measurement 70. No penalties or liquidated damages apply. See PM 70 for list of the exclusions.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • By Market Region. 	
Calculation:	Report Structure:
Count of Excluded blocked calls	Reported for CLEC and all CLECs .
Measurement Type:	
None	
Benchmark:	
Diagnostic	

71. Measurement:	
Common Transport Trunk Blockage	
Definition:	
Percentage of local common transport trunk groups exceeding 2%, 1% blockage.	
Exclusions:	
<ul style="list-style-type: none"> No data is collected on weekends or holidays 	
Business Rules:	
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.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> Common trunk groups where CLECs share ILEC trunks, and Common trunk groups for CLECs not shared by ILEC. By Market Region. 	
Calculation:	Report Structure:
(Number of common transport trunk groups exceeding 2%, 1% blocking ÷ total common transport trunk groups) * 100.	Reported on local common transport trunk groups.
Measurement Type:	
Tier-1 None	
Tier-2 High	
Benchmark:	
PUC Subst. R. 23.61(e)(5)(A) or parity, whichever allows less blocking in a given month. SWBT shall compare common trunk groups exceeding 1% blockage, reported for switch based CLECs, be compared to SWBT's dedicated trunk groups designed for B.01 standard for parity compliance.	

72. Measurement	
Distribution Of Common Transport Trunk Groups > 2%/1%.	
Definition:	
A distribution of trunk groups exceeding 2% reflecting the various levels of blocking.	
Exclusions:	
None	
Business Rules:	
See Measurement No. 71	
Levels of Disaggregation:	
By Market Region.	
Calculation:	Report Structure:
The number of trunk groups exceeding 2%/1% will be shown in histogram form based on the levels of blocking	Reported on local common transport trunk groups.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Aggregate measurement. No benchmark required.	

73. Measurement	
Percentage of Installations Completed Within the Customer Requested Due Date	
Definition:	
Percentage of interconnection trunks completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SWBT.	
Exclusions:	
CLEC Caused Misses	
Business Rules:	
SWBT will compare the completion date to the customer desired due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SWBT to determine the count of missed installations. The completion date is the date the work is completed and accepted by the CLEC. The measurement is taken for all circuits that complete in the reporting period. Interconnection trunks are selected based on a specific service code off of the circuit ID. Unsolicited FOCs will not be acknowledged in calculating due dates. (i.e., if an unsolicited FOC is received by CLEC, the due date on the first FOC will still be used as the due date. Orders that are completed more than 30 days after the customer requested due date and reported as held orders under PM 73.1 also are included in reporting this measure.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • By Market Region. • 911 • OS/DA • SS7 • Interconnection trunks 	
Calculation:	Report Structure:
(Count trunk circuits completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SWBT ÷ total trunk circuits completed) * 100	Reported for CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – High	
Tier 2 – High	
Benchmark:	

95% within the customer requested due date or agreed to expedited interval. Critical z-value applies.

73.1 Measurement	
Percentage Held Interconnection Trunks	
Definition:	
Percentage of interconnection trunk orders held greater than 30, 60 or 90 calendar days.	
Exclusions:	
<ul style="list-style-type: none"> • Customer Caused Misses 	
Business Rules:	
<p>The Customer Desired Due Date or the 21st business day after the interconnection trunk order is received by SWBT, whichever is greater, starts the clock. The Completion Date is the day that SWBT 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>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • By Market Region; 30, 60 and 90 days • Interconnection • 911 • OS/DA • SS7 	
Calculation:	Report Structure:
(Count of trunk circuits held for greater than 30, 60 or 90 calendar days ÷ total trunk circuits) * 100	Reported by CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – Medium Tier 2 – Low	
Benchmark:	
Parity with SWBT interconnection trunks. For purposes of damages, only applicable to trunk orders held greater than 30 days.	

74. Measurement	
Average Delay Days For Missed Due Dates – Interconnection Trunks	
Definition:	
Average calendar days from customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SWBT to completion date on company missed interconnection trunk orders.	
Exclusions:	
<ul style="list-style-type: none"> • Customer Caused Misses 	
Business Rules:	
The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SWBT. The data is reported at a circuit level. Interconnection Trunks are selected based on a specific service code off of the circuit ID.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • By Market Region • Interconnection • 911 • OS/DA • SS7. 	
Calculation:	Report Structure:
Σ (Completion date – customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SWBT) ÷ (# of completed trunk circuits with missed Due Dates)	Reported by CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
Parity	

PM 75 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

76. Measurement	
Average Trunk Restoration Interval – Interconnection Trunks	
Definition:	
Average time to repair interconnection trunks. This measure is based on calendar days.	
Exclusions:	
<ul style="list-style-type: none"> Excludes non-measured tickets (CPE, Interexchange, or Information). No access delayed maintenance. 	
Business Rules:	
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 SWBT notifies the CLEC of service restoral.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> By Market Region. 911 OS/DA SS7 Interconnection Trunks 	
Calculation:	Report Structure:
Total trunk outage duration ÷ total trunk trouble reports	Reported by CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
Parity	

77. Measurement	
Average Trunk Restoration Interval for Service Affecting Trunk Groups	
Definition:	
The average time to restore service affecting trunk groups (measured tickets only).	
Exclusions:	
Customer Caused Outages	
Business Rules:	
Service affecting is defined as 20% of a trunk group out-of-service that causes trunk group blockage. The clock starts on receipt of a trouble ticket from the CLEC that identifies a service affecting condition. The clock stops after completion of work by SWBT.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Tandem trunk groups • Non-Tandem trunk groups • By Market Region • 911 • OS/DA • SS7 • Interconnection Trunks 	
Calculation:	Report Structure:
Total trunk group outage time / total trunk group trouble reports	Reported by CLEC, all CLECs .
Measurement Type:	
Tier 1 – High	
Tier 2 – High	
Benchmark:	
Tandem trunk groups – 1 hour / Non-Tandem – 2 hours.	

PM 78 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

DIRECTORY ASSISTANCE (DA) AND OPERATOR SERVICES (OS)

PM 79 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

80. Measurement	
Directory Assistance Average Speed Of Answer	
Definition:	
The average time a customer is in queue.	
Exclusions:	
None	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when a SWBT representative answers the call or the customer abandons the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SWBT call management system queue until the CLEC customer call is transferred to SWBT personnel assigned to handling CLEC calls for assistance during hours of operation.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
Total queue time ÷ total calls answered	Reported for the aggregate of SWBT and CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – Low	
Benchmark:	
PUC SUBST. Rule 23.61.e (3)(A)(iii) (5.9 second average) Critical z-value does not apply.	

PM 81 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

82. Measurement	
Operator Services Speed Of Answer	
Definition:	
The average time a customer is in queue.	
Exclusions:	
None	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when a SWBT representative answers the call or the customer abandons the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SWBT call management system queue until the CLEC customer call is transferred to SWBT personnel assigned to handling CLEC calls for assistance during hours of operation.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
Total queue time ÷ total calls answered.	Reported for the aggregate of SWBT and CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – Low	
Benchmark:	
PUC SUBST. Rule 23.61.e (3)(A)(1) (3.3 second average) Critical z-value does not apply.	

PM 83 WAS ELIMINATED WITH 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 84 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 85 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 86 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

INTERIM NUMBER PORTABILITY (INP)

PM 87 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 88 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 89 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 90 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

LOCAL NUMBER PORTABILITY (LNP)

91. Measurement:	
Percentage of LNP Only Due Dates within Industry Guidelines	
Definition:	
Percentage of LNP Due Date interval that meets the industry standard established by the North American Numbering Council (NANC).	
Exclusions:	
<ul style="list-style-type: none"> • CLEC or Customer caused or requested delays. • NPAC caused delays unless caused by SWBT. 	
Business Rules:	
<p>Industry guidelines for due dates for LNP are as follows:</p> <ul style="list-style-type: none"> • For Offices in which NXXs are previously opened – 3 Business Days. • New NXX – 5 Business days on LNP capable NXX. <p>The above-noted due dates are from the date of the FOC receipt.</p> <p>For partial LNP conversions that require restructuring of customer account:</p> <ul style="list-style-type: none"> • 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new. • >30 TNs, including entire NXX: The due dates are negotiated. 	
Levels of Disaggregation:	
NXXs previously opened and NXX new (1-30 TNs and greater than 30 TNs)	
Calculation:	Report Structure:
(Count of LNP TNs implemented within Industry guidelines ÷ total number of LNP TNs) *100	Reported by CLEC and all CLECs.
Measurement Type:	
<p>Tier 1 – None</p> <p>Tier 2 – None</p>	
Benchmark:	
96.5%. The benchmark will be revised either up or down if industry guidelines are established that are different than the objective stated here. Critical z-value does not apply.	

92. Measurement:	
Percentage of Time the Old Service Provider Releases the Subscription Prior to the Expiration of the Second 9 Hour (T2) Timer	
Definition:	
Percentage of time the old service provider releases subscription(s) to NPAC within the first (T1) or the second (T2) 9-hour timers.	
Exclusions:	
<ul style="list-style-type: none"> • Customer caused or requested delays. • NPAC caused delays unless caused by SWBT. • Cases where SWBT did the release but the New Service Provider did not respond prior to the expiration of the T2 timer. This sequence of events causes the NPAC to send a cancel of SWBT's release request. In these cases, SWBT may have to re-work to release the TN so it can be ported to meet the due date. 	
Business Rules:	
Number of LNP TNs for which subscription to NPAC was released prior to the expiration of the second 9-hour (T2) timer.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Number of LNP TNs for which subscription to NPAC was released prior to the expiration of the second 9-hour (T2) timer ÷ total number of LNP TNs for which the subscription was released) *100	Reported by CLEC and all CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
96.5%. The benchmark will be revised either up or down if industry guidelines are established that are different than the objective stated here. Critical z-value does not apply.	

93. Measurement:	
Percentage of Customer Account Restructured Prior to LNP Due Date	
Definition:	
Percentage of accounts restructured within the LNP order due date established in Measurement No. 91, and/or negotiated due date for orders that contain more than 30 TNs.	
Exclusions:	
None	
Business Rules:	
See Measurement No. 91	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Number of LNP orders for which customer accounts were restructured prior to LNP due date) ÷ (total number of LNP orders that require customer accounts to be restructured) *100	Reported by CLEC and all CLECs.
Measurement Type	
Tier 1 – Low Tier 2 – None	
Benchmark:	
96.5% Critical z-value applies.	

PM 94 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 95 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

96. Measurement:	
Percentage Pre-mature Disconnects for Stand alone LNP Orders	
Definition:	
Percentage of Stand Alone LNP telephone numbers where SWBT disconnects the customer (e.g. switch translations are removed) prior to the scheduled start time.	
Exclusions:	
<ul style="list-style-type: none"> Stand alone LNP telephone numbers where the CLEC requests that the cut-over begin prior to the scheduled time. Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time Stand alone LNP telephone numbers where SWBT disconnects ≤ 10 minutes of the scheduled start time 	
Business Rules:	
A premature disconnect occurs any time SWBT begins the cut-over more that 10 minutes prior to the scheduled start time.	
Levels of Disaggregation:	
None.	
Calculation:	Report Structure:
Count of prematurely disconnected Stand Alone LNP telephone numbers \div total Stand Alone LNP telephone numbers * 100	Reported by CLEC and all CLECs
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
$\leq 2\%$ premature disconnects. Critical z-value applies.	

97. Measurement:	
Percentage of Time SWBT Applies the 10-digit Trigger Prior to the LNP Order Due Date	
Definition:	
Percentage of time SWBT applies 10-digit trigger, where technically feasible, for LNP or LNP with loop TNs prior to the due date.	
Exclusions:	
<ul style="list-style-type: none"> Excludes Remote Call Forwarding in DMS 100s, DID in all offices and ISDN Data TNs.” Excludes CLEC or Customer caused misses or delays 	
Business Rules:	
Obtain number of LNP or LNP with loop TNs where the 10-digit trigger was applied on the day prior to due date, and the total number of LNP or LNP with Loop TNs where the 10-digit trigger was applied, where technically feasible.	
Levels of Disaggregation:	
LNP only, and LNP with Loop.	
Calculation:	Report Structure:
(Count of LNP TNs for which 10-digit trigger was applied prior to due date ÷ total LNP TNs for which 10-digit triggers were applied) * 100.	Reported by CLEC and all CLECs.
Measurement Type:	
Tier 1 – High	
Tier 2 – High	
Benchmark:	
96.5% Critical z-value applies.	

98. Measurement:	
Percentage Stand Alone LNP I-Reports in 10 Days	
Definition:	
Percentage of Stand Alone LNP Orders that receive a LNP related customer trouble report within 10 calendar days of service order completion.	
Exclusions:	
<ul style="list-style-type: none"> Excludes Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational 	
Business Rules:	
The Start time is the date/time of completion of the service order. The End time is the date/time of receipt of trouble report. Count the number of Stand Alone LNP Orders that receive an LNP related trouble report within 10 calendar days of completion.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> Stand Alone LNP 	
Calculation:	Report Structure:
(Count of Stand Alone LNP Orders that receive a customer trouble report within 10 calendar days of service order completion ÷ total Stand Alone LNP orders) * 100.	Reported by CLEC and all CLECs, and SWBT.
Measurement Type:	
Tier 1 – High	
Tier 2 – High	
Benchmark:	
Parity with SWBT Retail POTS – No Field Work.	

99. Measurement:	
Average Delay Days for SWBT Missed Due Dates for Stand Alone LNP Orders	
Definition:	
Average calendar days from due date to completion date on company missed orders.	
Exclusions:	
<ul style="list-style-type: none"> On time or early completions 	
Business Rules:	
The clock starts on the due date and the clock ends on the completion date based on posted Stand Alone LNP orders.	
Levels of Disaggregation:	
LNP Only	
Calculation:	Report Structure:
$\frac{\Sigma(\text{Stand Alone LNP Completion Date} - \text{Stand Alone LNP Order due date})}{\# \text{ total Stand Alone LNP Orders where there was a SWBT caused missed due date}} \times 100$	Reported By CLEC and all CLECs and SWBT.
Measurement Type:	
Tier 1 – Medium	
Tier 2 – Medium	
Benchmark:	
Parity with SWBT Retail POTS – No Field Work.	

100. Measurement:	
Average Time of Out of Service for LNP Conversions	
Definition:	
Average time to facilitate the activation request in SWBT's network.	
Exclusions:	
<ul style="list-style-type: none"> • CLEC-caused errors. • NPAC-caused errors unless caused by SWBT. • Stand Alone LNP Orders with more than 500 number activations 	
Business Rules:	
The Start time is the Receipt of the NPAC broadcast activation message in SWBT's LSMS. The End time is when the Provisioning event is successfully completed in SWBT's network as reflected in SWBT's LSMS. Calculate the total minutes of difference between the start time and end time in minutes for LNP activations during the reporting period.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • None 	
Calculation:	Report Structure:
$\Sigma(\text{LNP start time} - \text{LNP stop time}) \div$ # total LNP activations	Reported by CLEC and all CLECs
Measurement Type:	
Tier 1 – None	
Tier 2 – None	
Benchmark:	
60 Minutes unless a different industry guideline is established that will override the benchmark referenced here. Critical z-value does not apply.	

101. Measurement:	
Percent Out of Service < 60 minutes	
Definition:	
The Number of LNP related conversions where the time required to facilitate the activation of the port in SWBT's network is less than 60, expressed as a percentage of total number of activations that took place.	
Exclusions:	
<ul style="list-style-type: none"> • CLEC-caused errors. • NPAC-caused errors unless caused by SWBT. • Stand Alone LNP Orders with more than 500 number activations. 	
Business Rules:	
The Start time is the receipt of the NPAC broadcast activation message in SWBT's LSMS. The End time is when the Provisioning event is successfully completed in SWBT's network as reflected in SWBT's LSMS. Count the number of activations that took place in less than 60 minutes.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • None 	
Calculation:	Report Structure:
(Number of activations provisioned in less than 60minutes) ÷ (total LNP activations)* 100.	Reported by CLEC and all CLECs.
Measurement Type:	
Tier 1 – High	
Tier 2 – High	
Benchmark:	
96.5% Critical z-value does not apply.	

911

102. Measurement	
Average Time To Clear Errors	
Definition:	
The average time it takes to clear an error after it is detected during the processing of the 911 database file. This is only on resale or UNE loop and port combination orders that SWBT installs.	
Exclusions:	
None	
Business Rules:	
The clock starts upon the receipt of the error file and the clock stops when the error is corrected.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
$\Sigma(\text{Date and time error detected} - \text{date and time error cleared}) \div \text{total number of errors}$	Reported for CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
Parity	

103. Measurement	
Percent Accuracy for 911 Database Updates (Facility Based Providers)	
Definition:	
The percentage of 911 records that were updated by SWBT in error.	
Exclusions:	
CLEC caused errors.	
Business Rules:	
The data required to calculate this measurement will be provided by the CLEC based on the compare file. The CLEC will provide the number of records transmitted and the errors found. SWBT will verify the records determined to be in error to validate that the records were input by SWBT incorrectly. An update is completed without error if the database completely and accurately reflects the activity specified on the order submitted by the CLEC.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Number of SWBT caused update errors ÷ Total number of updates) * 100	CLEC, All CLECs and SWBT.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
Parity	

104. Measurement	
Average Time Required to Update 911 Database (Facility Based Providers)	
Definition:	
The average time it takes to update the 911 database file.	
Exclusions:	
None	
Business Rules:	
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.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
$\Sigma(\text{Date and time data processing begins} - \text{date and time data processing ends}) \div \text{total number of files}$	Reported for individual CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
Parity	

104.1 Measurement (New Measure)	
The average time it takes to unlock the 911 record	
Definition:	
The average time it takes to unlock the 911 record to allow the record to be claimed by the CLEC.	
Exclusions:	
None	
Business Rules:	
The clock starts on the date of completion and the clock stops on the date/time when the 911 record is unlocked.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
Sum (SOC Date - date 911 record is unlocked)	Reported for individual CLEC, and all CLECs and SWBT affiliates
Measurement Type:	
Tier 1 – None	
Tier 2 – None	
Benchmark:	
Diagnostic	

POLES, CONDUIT AND RIGHTS OF WAY

105. Measurement	
Percentage of requests processed within 35 Days	
Definition:	
The percentage of requests for access to poles, conduits, and right-of-ways processed within 35 days.	
Exclusions:	
None	
Business Rules:	
The clock starts upon the receipt date of the application for access to poles, conduits and right-of-ways and the clock stops upon response date of the application granting or denying access to poles, conduits and right-of-ways.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(count of number of requests processed within 35 days ÷ total number of requests) * 100	Reported for individual CLEC and all CLECs, and SWB DSL affiliate.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
90% within 35 days. Critical z-value does not apply.	

106. Measurement	
Average Days Required to Process a Request	
Definition:	
The average time it takes to process a request for access to poles, conduits, and right-of-ways.	
Exclusions:	
None	
Business Rules:	
See Measurement No. 105	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
$\Sigma(\text{Date request returned to CLEC} - \text{date request received from CLEC}) \div \text{total number of requests}$	Reported for individual CLEC and all CLECs, and SWB DSL Affiliate.
Measurement Type:	
Tier 1 – None	
Tier 2 – None	
Benchmark:	
See Measurement No. 105. Benchmark will be 14 days.	

107. Measurement	
Percentage Missed Collocation Due Dates	
Definition:	
The percentage of SWBT caused missed due dates for collocation projects.	
Exclusions:	
None	
Business Rules:	
<p>The clock starts when SWBT receives, in compliance with the approved tariff, payment and return of proposed layout for space as specified in the application form from the CLEC and 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. The CLEC will then have 5 business days to accept or not accept the collocation space. If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies SWBT 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 SWBT to complete the space per the specifications will be counted as part of the interval. 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 SWBT and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. The 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"> • CLEC return to SWBT corrected and complete floor plan drawings. • CLEC placement of required component(s). <p>If the business rules and tariff are inconsistent, the terms of the tariff will apply.</p>	
Levels of Disaggregation:	
<p>Physical</p> <ul style="list-style-type: none"> • Caged • Shared Caged • Caged Common • Cageless • Adjacent On-site • Adjacent Off-site • Augments to Physical Collocation • Virtual • Augments to Virtual. 	
Calculation:	Report Structure:
(count of number of SWBT caused missed due dates for collocation facilities ÷ total number of collocation projects) * 100	Reported for individual CLEC and all CLECs and SWB affiliate

Measurement Type:
Tier 1 – High Tier 2 – High
Benchmark:
95% within the due date. Damages and Assessments will be calculated based on the number of days late. Critical z-value does not apply.

108. Measurement	
Average Delay Days for SWBT Missed Due Dates	
Definition:	
The average delay days caused by SWBT to complete collocation facilities.	
Exclusions:	
None	
Business Rules:	
See Measurement No. 107	
Levels of Disaggregation:	
Physical, <ul style="list-style-type: none"> • Caged • Shared Caged • Caged Common • Cageless • Adjacent On-site • Adjacent Off-site • Augments to Physical Collocation Virtual • Augments to Virtual. 	
Calculation:	Report Structure:
$\Sigma(\text{Date collocation work completed} - \text{collocation due date}) \div \text{total number of SWBT caused missed collocation projects}$	Reported for individual CLEC and all CLECs by active and non-active as defined in the tariff, and SWB affiliate as appropriate.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
10% of the tariffed intervals. Critical z-value does not apply.	

109. Measurement	
Percent of Requests Processed Within the Tariffed Timelines	
Definition:	
The percent of requests for collocation facilities processed within the Tariffed timelines, or no space available notification.	
Exclusions:	
Excludes Weekends & Holidays.	
Business Rules:	
The clock starts when SWBT (ICSC) receives the application. The clock stops when SWBT responds back to the application request with a quote, or no space available notification.	
Levels of Disaggregation:	
Physical, <ul style="list-style-type: none"> • Caged • Shared Caged • Caged Common • Cageless • Adjacent On-site • Adjacent Off-site • Augments to Physical Collocation • Virtual • Augments to Virtual. 	
Calculation:	Report Structure:
(count of number of requests processed within the tariff timeline ÷ total number of requests) * 100	Reported for individual CLEC and all CLECs, or SWB affiliate as appropriate.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
90% within the tariff timeline. Critical z-value does not apply.	

DIRECTORY ASSISTANCE DATABASE

110. Measurement	
Percentage of Updates Completed into the DA Database within 72 Hours for Facility Based CLECs	
Definition:	
The percentage of DA database updates completed within 72 hours of receipt of the update from the CLEC for directory change only and within 72 hours of the completion date on the provisioning service order where a provisioning order is required.	
Exclusions:	
Excludes Weekends and Holidays.	
Business Rules:	
The date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. For directory changes that also have a provisioning order, the clock starts when the provisioning order completes and ends when the listing is updated. The update clerks work hours are 6:30 a.m. to 3:00 p.m. Monday through Friday. On requests received after 3:00 p.m. the clock will start at 6:30 a.m. the following day.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Count of updates completed within 72 hours ÷ total updates) * 100	Reported by CLEC and all CLECs for facility based providers.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
95% updated within 72 hours. Critical z-value does not apply.	

111. Measurement	
Average Update Interval for DA Database for Facility Based CLECs	
Definition:	
The average update interval for DA database changes for facility based CLECs.	
Exclusions:	
None	
Business Rules:	
See Measurement No. 110	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
Σ (8:00 a.m. of the day following the input into the LSS database – Time update received from CLEC) ÷ total updates	Reported by CLEC and all CLECs for facility based providers.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
36 Hours. The critical z-test does apply. This benchmark will be re-evaluated in 6 months.	

112. Measurement	
Percentage DA Database Accuracy For Manual Updates	
Definition:	
The percentage of DA records that were updated by SWBT in error. The data required to calculate this measurement will be provided by the CLEC. The CLEC will provide the number of records transmitted and the errors found. SWBT will verify the records determined to be in error to validate that the records were input by SWBT incorrectly.	
Exclusions:	
None	
Business Rules:	
See Measurement No. 110	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Number of SWBT caused update errors ÷ Total number of updates) *100	Reported by CLEC and all CLECs for facility based providers.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
97% Critical z-value does not apply.	

113. Measurement	
Percentage of Electronic Updates that Flow Through the DSR process Without Manual Intervention	
Definition:	
Percentage of DSRs from entry to distribution that progress through SWBT ordering systems to ALPS/LIRA.	
Exclusions:	
Rejected DSRs due to CLEC error.	
Business Rules:	
The number of DSRs, that flow through SWBT's ordering systems and are passed to ALPS/LIRA without manual intervention, divided by the total number of DSRs issued within the reporting period.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Number of DSRs that flow through to ALPS/LIRA ÷ Total DSRs) * 100	CLEC and All CLECs.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
97% Critical z-value applies.	

COORDINATED CONVERSIONS

114. Measurement	
Percentage of Premature Disconnects for CHC/FDT LNP with Loop Lines.	
Definition:	
Percentage of CHC/FDT LNP with Loop Lines where SWBT disconnects the customer (e.g. switch translations and/or the cross connect is removed) prior to the scheduled start time.	
Exclusions:	
<ul style="list-style-type: none"> • CHC/FDT LNP with Loop Lines where the CLEC requests that the cut-over begin prior to the scheduled time. • Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time 	
Business Rules:	
A premature disconnect occurs any time SWBT begins the cut-over more than 10 minutes prior to the scheduled start time.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Coordinated Hot Cuts (CHC) – LNP with Loop • Frame Due Time (FDT) – LNP with Loop 	
Calculation:	Report Structure:
(Count of prematurely disconnected CHC/FDT LNP with Loop Lines ÷ total CHC/FDT LNP with Loop Lines) * 100	Reported by CLEC and all CLECs.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
≤2% premature disconnects Critical z-value does not apply.	

114.1 Measurement (Complete Revision)	
CHC/FDT LNP with Loop Provisioning Interval.	
Definition:	
The % of CHC/FDT LNP with Loop Lines completed by SWBT within the established provisioning intervals.	
Exclusions:	
<ul style="list-style-type: none"> • CHC/FDT LNP with Loop with greater than 24 loops (including multiple LSRs totaling 25 or more lines to the same customer premise on the due date). • CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow SWBT the opportunity to complete CHC/FDT LNP with Loop within the designated interval. • IDLC (pair gain systems) identified on or before the due date. 	
Business Rules:	
<p>The start time is at the direction of the CLEC and based on a negotiated and scheduled time for coordinated hot cut orders (CHC) and on the frame due time for frame due time (FDT). For CHC orders, the clock starts when the CLEC calls the SWBT LOC to start the conversion, and ends when the SWBT technician completes the cross connect to the CLEC facilities and has called the CLEC to notify that the cut-over has been completed. For FDT orders, the clock starts at the frame due time and ends when the SWBT technician completes the cross connect to the CLEC facilities. This measurement only includes Coordinated Hot Cuts and Frame Due Time with 1-24 loops. A conversion with 25 or more lines (including multiple orders totaling 25 or more lines to the same customer premise on the same due date) is considered a project and is negotiated with the CLEC at the time of conversion.</p>	
Levels of Disaggregation:	
<p>CHC</p> <p>LNP with loop</p> <ul style="list-style-type: none"> • < 10 lines • 10-24 lines <p>FDT</p> <p>LNP with loop</p> <ul style="list-style-type: none"> • < 10 lines • 10-24 lines 	
Calculation:	Report Structure:
Total CHC/FDT LNP with Loop Lines within the designated interval ÷ total CHC/FDT LNP with Loop lines.	Reported by CLEC and all CLECs.

Measurement Type:
Tier 1 – None
Tier 2 – None
Benchmark:
This measurement will be diagnostic for the next six months as addressed in the joint SWBT and AT&T recommendation.

115. Measurement	
Percent Provisioning Trouble Reports (PTR)	
Definition:	
Measures the percent of CHC/FDT circuits for which the CLEC submits a trouble report on the day of conversion, or before noon on the next business day.	
Exclusions:	
<ul style="list-style-type: none"> • Reports for which the trouble is attributable to the SWBT network (unless SWBT had knowledge of the trouble prior to the due date) • IDLC (pair gain systems) identified on or before the due date. 	
Business Rules:	
The percent of CHC/FDT circuits for which the CLEC submits a trouble report on the day of conversion, or before noon on the next business day.	
PMs 55.2, 56.1, 58, 91 and 99 will include the PTRs that extend past the original due date in the calculation as appropriate.	
PMs 59, 69, and 98 will exclude PTRs from the calculation.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • CHC and FDT 	
Calculation:	Report Structure:
(Count of CHC/FDT circuits for which the CLEC submits a trouble report on or before noon on the next business day after conversion ÷ total # of CHC/FDT circuits converted.	Reported by CLEC and all CLECs.
Measurement Type:	
Tier 1 – None	
Tier 2 – None	
Benchmark:	
This measurement will be diagnostic for the next six months as addressed in the joint SWBT and AT&T recommendation.	

115.1 Measurement (New Measure)	
Mean Time To Restore – Provisioning Trouble Report (PTR)	
Definition:	
Average duration of the outage from the receipt of the PTR to the time it is cleared.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes Non-measured reports (CPE, Interexchange, and Information reports.) • Excludes no access to the end user's location. 	
Business Rules:	
The start time is when the report is received. The stop time is when the report is cleared.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • CHC and FDT 	
Calculation:	Report Structure:
$\Sigma[(\text{Date and time PTR is closed with the customer}) - (\text{date and time PTR is received})] \div \text{total PTRs.}$	Reported by CLEC, all CLECs.
Measurement Type:	
Tier 1 – None	
Tier 2 – None	
Benchmark:	
Diagnostic	

PM 116 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

117. Measurement	
Percent NXXs loaded and tested by the LERG effective date	
Definition:	
Measures the percent of NXX(s) loaded and tested in the end office and/or tandem switches by the LERG effective date	
Exclusions:	
<ul style="list-style-type: none"> • None 	
Business Rules:	
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.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • By Market Region 	
Calculation:	Report Structure:
(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 SWBT.
Measurement Type:	
Tier 1 – High	
Tier 2 – High	
Benchmark:	
Parity	

118. Measurement	
Average Delay Days for NXX Loading and Testing	
Definition:	
Average calendar days from due date to completion date on company missed NXX orders.	
Exclusions:	
<ul style="list-style-type: none"> • None 	
Business Rules:	
See Measurement No. 117	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • By Market Region 	
Calculation:	Report Structure:
$\Sigma(\text{Completion Date} - \text{LERG date or interconnection date}) \div (\text{number of SWBT caused late orders})$	Reported for CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – Low	
Tier 2 – None	
Benchmark:	
Parity	

PM 119 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

BONA FIDE/SPECIAL REQUEST PROCESS (BFRs)

120. Measurement	
Percentage of Requests Processed Within 30 Business Days	
Definition:	
Percentage of Bona fide/Special requests processed and preliminary analysis provided to the customer within 30 business days of receipt of BFR.	
Exclusions:	
Excludes weekends and holidays.	
Business Rules:	
The clock starts when SWBT receives the application. The clock stops when SWBT responds with the preliminary analysis.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> None 	
Calculation:	Report Structure:
(Count of number of requests processed within 30 days ÷ total number of requests) * 100	Reported by CLEC, all CLECs, and SWBT affiliate.
Measurement Type:	
Tier 1 – None	
Tier 2 – None	
Benchmark:	
90% within 30 business days. Critical z-value does not apply.	

121. Measurement	
Percentage of Quotes Provided for Authorized BFRs/Special Requests Within X (10,30,90) Days	
Definition:	
Percentage of quotes provided in response to bona fide/Special requests for within X (10,30,90) days.	
Exclusions:	
Requests that are subject to pending arbitration.	
Business Rules:	
The clock starts when SWBT receives the application. The clock stops when SWBT responds back to the application request with a quote.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • New Network Elements that are operational at the time of the request. • New Network Elements that are ordered by the FCC. • New Network Elements that are not operational at the time of the Request. 	
Calculation:	Report Structure:
(Count of number of requests processed within X (10, 30, 90) days ÷ total number (10, 30, 90 Days) of requests) * 100	Reported by CLEC, all CLECs and SWBT affiliate..
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
90% within 10, 30, 90 business days. <ul style="list-style-type: none"> • Network Elements that are operational at the time of the request – 10 days • Network Elements that are Ordered by the FCC– 30 days • New Network Elements 90 days 	

PM 122 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

123. Measurement (New Measure)**Percent of Timely and Compliant Change Management Notices****Definition:**

The percent of timely and compliant change management notices (as specified in the current Change Management Process (CMP), as made effective July 14, 2000) for EDI/LSR ordering, EDI, CORBA, DataGate Pre-ordering interfaces, and Verigate. This measure also includes LEX, Provisioning Order Status, Order Status, Trouble Administration, EASE and SORD. Timely and complete documentation provided to the CLECs for requirements associated with releases will be part of this measurement.

Exclusions:

- Regulatory mandates as described in the CMP documentation
- Emergency fixes
- CLEC initiated changes to Final Requirements (excluding changes requested due to a mistake by SWBT identified by the CLEC)
- SWBT-initiated enhancements/changes to Requirements for which it requests that this Performance Measurement does not apply and CLECs agree

Business Rules:

Performance standards are set forth in the SBC CLEC Interface Change Management Procedure documentation, providing specific intervals/timeframes for issuance of change management interface release notices, for making available the associated Initial and Final Requirements and release associated documentation, and for allowing defined CLEC comment time periods and prescribed testing intervals. This measure is designed to measure the percent of compliant change management notices, Initial Requirements, and Final Requirements sent to the CLEC within the intervals/timeframes prescribed by the Change Management Procedure documentation for all OSS interfaces in SWBT (the Category 1 interfaces of EDI for ordering, DataGate, EDI and CORBA for pre-ordering; and the Category 2 interfaces of LEX, Verigate, EASE, Order Status, Provisioning Order Status and Trouble Administration.

Documentation that is not complete or not compliant with the Change Management Procedure (CMP) documentation is not considered compliant for purposes of this measure (e.g. calls for abbreviated CLEC comment time periods, fails to identify and provide the appropriate testing intervals, etc).. Any changes made without notice will be considered sent late. (Note: revisions to LSOR pages are not provided and are not required per CMP and will not be a part of this measurement)

SWBT will be measured on the Release Announcement (for Category One) and Initial Requirements based on whether CLECs were provided with the appropriate interval per the CMP. For purposes of the Final Requirements, SWBT will be measured on whether the notice provided the appropriate interval relative to the implementation date. Notices sent to CLECs that provide corrections to Final

Requirements initiated by SWBT that require coding changes by the CLECs will be considered late under this performance measurement. Requirements changes that do not necessitate CLEC coding corrections will not be counted in this measurement.

SWBT initiated changes to Final Requirements, including changing the Implementation Date, will be considered late. SWBT may invoke the exception process to add either a CLEC requested enhancement or a SWBT initiated enhancement to the release. However, if SWBT requests of CLECs in the Exception Request Accessible Letter, that this exception not be counted as late in this performance measurement, and if CLECs unanimously agree to the enhancement, then it will not be counted as late.

When the Exception process is invoked, the timelines/intervals set through that Exception agreement between SWBT and the CLECs as outlined in the CMP documentation would be included in this measurement.

In the event final documentation is submitted in one reporting period and a change to that documentation considered late falls into another reporting period, the miss will count in the current reporting period only and will not be retroactive.

Levels of Disaggregation:

- None

Calculation:

Percent of compliant change management notices providing the appropriate interval = $(\# \text{ of compliant change management notices providing the appropriate interval within the reporting period} \div \text{total \# of change management notices sent during the reporting period}) * 100$

Report Structure:

Reported for all CLECs.

Measurement Type:

Tier 1 – Diagnostic

Tier 2 – Diagnostic for 1st 6 months to collect data and determine appropriate means of measurement

Benchmark:

90% compliant notices sent on time
Diagnostic for Tier I and Tier II

124. Measurement (New Measure)	
Timely resolution of significant Software Failures related with Releases	
Definition:	
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.	
Exclusions:	
<ul style="list-style-type: none"> Errors where a workaround is available (workaround in this sense does not include manual faxing to the LSC) 	
Business Rules:	
<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 SWBT or receive back from SWBT 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>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> None 	
Calculation:	Report Structure:
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100	By CLEC
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
<ul style="list-style-type: none"> 95% completed within 48 hours or 2 days. Critical z-value applies. 	

**GENERAL BUSINESS RULES
(APPLICABLE TO ALL MEASURES EXCEPT AS SPECIFICALLY
NOTED)**

A. Reporting of Exclusions

In reporting monthly data for each measurement, SWBT will report, for individual CLECs and for CLECs in the aggregate, the total number of CLEC transactions that were excluded by SWBT in reporting the results. The raw data to be available to CLECs for each measurement will include the raw data related to all excluded transactions and will include an identification of the particular exclusion category that SWBT determined to be applicable to the transaction. The exclusion should be one that is expressly provided under the business rules for the particular measurement.

B. Geographic Market Regions

All of the provisioning and maintenance measures, and certain other measures, are reported by "Market Region." In Texas, the reference to Market Region is to one of four areas into which SWBT divides all of the Texas territory where SWBT serves as the incumbent LEC – Central and West Texas, Dallas/Fort Worth, Houston, and South Texas. A map showing the definition of these four Market Regions is attached as Appendix Five.

PERFORMANCE MEASUREMENTS**Appendix One**

Subsequent Due Date Indicator	
Added to the service order whenever the due date is changed. Order can carry multiple codes. Company delay code overrides subscriber delay code.	
Subscriber(customer) Reasons:	
SA	No Access
SL	Subscriber requests later date
SO	Subscriber – Other
SP	Subscriber requests earlier date
SR	Subscriber not ready
Company (SWBT) Reasons:	
CA	Assignment office
CB	Residence/Business office
CE	Back order / unavailability of equipment or supplies from vendors
CF	Lack of Facilities (outside plant or buried service wires)
CL	Work Load
CO	Other company reasons
CS	Lack of Central Office facilities
CU	Uncontrollable circumstances

PERFORMANCE MEASUREMENTS**Appendix Two****Disposition Codes**

The following is a list of Excluded (13) disposition codes.

- 1301 Request for directories
- 1302 Reports received as a result of dual service
- 1303 Request for information reverive dialing codes – multi-party line
(no longer applicable)
- 1304 CVAS Disconnect or hang up
- 1305 Request for information provided by another department –
Business office, claims, etc.
- 1306 Request for SWBT to locate buried facilities
- 1307 Request to lower or raise wire
- 1308 Report on phone number which is properly disconnected, unassigned
or suspended with disconnect recording on line.
- 1309 Report on feature customer is not being billed for
- 1310 Request to verify busy condition of line
- 1311 Report of non-SWBT plant or facilities
- 1313 Reports due to incorrect network administration records
- 1314 Request that SWBT ground be connected to electric company ground
- 1316 Report on service order activity prior to midnight of completion date
- 1317 Report on incorrect number; Regenerate report on correct number
- 1320 Request from Business Office
- 1321 Customer unable to reach business office
- 1322 Request from vendor for testing
- 1323 Changes in network structure (i.e. 10 digit dialing)
- 1324 Miscellaneous (Commendations, callback request for information only)
- 1335 Customer request service guarantee (tech gave credit)
- 1336 Customer request service guarantee (tech did not give credit)
- 1380 CNA Report Cancel by customer

PERFORMANCE MEASUREMENTS

Appendix Three

Percentage of Missed Collocation Due Dates Damages and Assessments Methodology

The following methodology will apply in calculating Tier 1 liquidated damages and Tier 2 assessments for the percentage of missed collocation due dates measurement.

Tier 1:

1. The benchmark will be 95% of Collocations completed within the due date. For example, if a CLEC has 30 collocations complete in the study month, SWBT can miss two due dates and still be in compliance. In this case no damages would apply. If, three due dates out of 30, SWBT would be out of compliance. In this case, damages would be payable on the number of collocations required to be back within the 95% benchmark.
2. Damages are calculated based on the number of days that SWBT misses the due date using the per occurrence values in the MOU, multiplied by the number of days from completion to due date.
3. In order to determine which collocations to use in the damage calculation, the missed collocation due dates will be ranked based on the number of days missed from highest to lowest. SWBT will pay damages on the highest number of days missed until the number of collocations missed is within the benchmark. For example, in the example above, if the three misses had missed days of 20, 10 and three, SWBT would pay damages on 20 missed days.
4. The collocation measurement will be used in the determination of the “K” number of allowances. In addition, it may also be excluded as defined in the MOU in the order of progression also contained there. The number of underlying data points used for the purposes of determining the order of exclusion will be the total days late for collocation projects.
5. All collocation completions in a month will be considered for the calculation of liquidated damages.
6. The critical Z-value will not be subtracted from the benchmark to determine compliance.

Tier 2:

1. Assessments will be applicable, as described in the MOU, when the measurement has been out of compliance for three consecutive months for the aggregate of all CLEC collocations.
2. Compliance will be defined as described in the Tier 1 damages above.
3. If assessments are applicable, the rolling three month average for days missed will be used to calculate the total assessments payable to the Texas State Treasury.

PERFORMANCE MEASUREMENTS**Appendix Four****Jeopardy Codes and Reasons****Jeopardies Previously Referred to as Rejects**

1P	Verify address or provide nearby TN
1P	Account already converted - send cancel
1P	Invalid CFA
1P	Invalid feature detail
1P	Invalid TN
1P	Invalid due date
1P	Duplicate LSR
1P	Account not eligible for conversion
1P	Invalid feature
1P	EU name and TN do not match
1P	Provide driving instructions
1P	Duplicate circuit ID
1P	Busy cable ID and channel pair

Facility

1A	Inter Office Facility Shortage
1D	No Loop Available
1P	There are No Facilities
1P	No Trunks Available
1Q	Assignment Problem
1Y	No Central Office Equipment Available

SWBT Other

1B	Scheduling / Workload
1F	NSP Missed Appointment
1L	Frame Due Time Can Not Be Met
1N	DD and Frame Due Time Can Not Be Met

CLEC / EU (Excluded)

1C	Customer (LSP) Not Ready
1E	End User Not Ready
1G	No Access to End User Prem
1H	Central Office Freeze
1J	Special Construction
1K	Natural Disaster (Flood, etc.)
1M	Requested DD is Less Than Published Interval
1P	No Access is Provided
1P	The Premises are Not Ready
1P	Please Send SUPP to Cancel PON
1P	Notification of New Due Date

1P	Field Visit Determined Address Invalid
1P	No Rep To Prev Jeop-PON Canceled
1P	There Is No Access
1P	Need to Obtain Right of Way
1R	Customer Could Not Be Reached At The Reach Number
1S	Building Not Ready, Customer Will Advise
1T	Pole at Trailer Site is Not Set
1W	Entrance Facilities Required
1X	Not Technically Feasible

**ATTACHMENT 18: MUTUAL EXCHANGE OF DIRECTORY
LISTING INFORMATION**

This Attachment 18: Mutual Exchange of Directory Listing Information sets forth SWBT's and CLEC's agreement for the mutual exchange of directory assistance subscriber listing information as follows:

1.0 Introduction

- 1.1 SWBT and CLEC may each own and/or maintain 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 Currently, SWBT uses the directory assistance subscriber listing information in its databases to provide directory assistance (DA) service to individuals who call SWBT's DA office to obtain such information.
- 1.3 CLEC may provide local DA service to its local customers and therefore may wish to load its databases with the same directory assistance subscriber listing information as SWBT uses itself to provide directory assistance services.
- 1.4 In order to maintain the completeness of their DA databases and their DA services, the Parties wish to receive from each other directory assistance subscriber listing information contained in each other's databases for the use of providing DA services.

1.5 Access to Directory Assistance Database

- 1.5.1 SWBT will provide nondiscriminatory access to SWBT's Directory Assistance listing information which includes published listings, non listed listings as well as listed names, address, zip code and telephone numbers with the exception of nonpublished telephone numbers. Nonpublished Directory Assistance listing information will display the customer name and address only along with an indicator that the number is non published. Access to SWBT Directory Assistance listing information is for the sole purpose of providing voice Directory Assistance to CLEC's customers. Access to SWBT's Directory Assistance listing information allows the CLEC operator to query SWBT's Directory Assistance database and obtain the identical information that is available to SWBT's Directory Assistance operators. CLEC shall submit request for Access in writing pursuant to the ICB process to provide non discriminatory access to DA wholesale services.

2.0 Service Provided

- 2.1 SWBT and CLEC agree to exchange with each other all published subscriber listings within their respective directory assistance databases regardless of the underlying carrier.

To the extent SWBT has agreements in place with underlying carriers, i.e., Independent Telephone Companies (ITCs) and other facility-based Local Service Providers (LSPs) as of the effective date of this Agreement and such ITC or LSP agreements prohibit SWBT from releasing their respective subscriber listing information, SWBT agrees to request authorization from the ITCs and LSPs to release their subscriber listing information to CLEC for the sole purpose of providing DA services.

- 2.1.1 To the extent the Parties conduct directory assistance listing negotiations with ITCs and LSPs after the effective date of this Agreement, the Parties agree to request from such ITCs and LSPs written authorization which would allow one Party to provide to the other Party published directory assistance listing information pertaining to those ITC and LSP subscribers for the sole purpose of providing DA services.
- 2.2 In the case of non-published listings, the Parties agree to exchange the non-published subscriber's name, address and an indicator that shows the non-published status. The Parties will not exchange non-published subscriber telephone numbers.
- 2.3 The Parties agree to exchange subscriber listing information in readily accessible tape or electronic formats and to provide such data in a timely fashion upon request.
- 2.4 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 The Parties are authorized to use the subscriber listing information provided to each other pursuant to this Attachment for the sole purpose of providing DA services.
- 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 subscriber listing information will remain the property of each Party respectively. The Parties will not assign, transfer or sell the subscriber listing information mutually exchanged hereunder, nor will the Parties authorize any other company or any person to use the subscriber listing information for any other purpose. Each party will take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures it takes to protect its own listings from unauthorized use), whether by the Party, its agents, employees or others.

5.0 Subcontracting of Directory Assistance Subscriber Listings

- 5.1 If either Party elects to use a subcontractor for the DA services, such party may transfer the directory service subscriber listing information to its DA subcontractor solely for the purposes of providing local DA service to its own local customers. The provision of directory assistance subscriber listing information to a subcontractor by either Party is subject to the Confidentiality and Proprietary Information provision contained in the General Terms and Conditions Section of this Agreement.

6.0 Effective Dates of Mutual Exchange of Directory Listings

- 6.1 Each Party will commence providing the other with its subscriber listing information as described in this Attachment sixty (60) days following the receipt of a written request from the other 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. The Parties will request directory assistance subscriber listing information by NXX.

7.0 Liability

- 7.1 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.

8.0 Pricing

- 8.1 The Parties will compensate each other for the exchange of directory assistance subscriber listing information at a price of \$.0585 per listing for the initial load, and \$.0585 per listing for each update listing (each addition, deletion, or change to the directory assistance database furnished by one Party to the other constitutes and update listing).
- 8.2 Non-published Emergency Message Service: \$2.10.

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

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth SWBT's and CLEC'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 SWBT publishes White Pages directories for geographic areas in which CLEC may also provide local exchange telephone service, and CLEC wishes to include listings information for its customers in the appropriate SWBT White Pages directories.
- 1.2 CLEC also desires distribution to CLEC's Customers of the White Pages directories that include listings of CLEC's customers.
- 1.3 SWBT will make available to CLEC, for CLEC Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

2.0 Service Provided

- 2.1 SWBT will include in appropriate White Pages directories the primary alphabetical listings of all CLEC end users located within the local directory scope. SWBT will include CLEC local customers' primary listing in the white page (residence, business, and government) directories.
- 2.2 CLEC will furnish to SWBT subscriber listing information pertaining to CLEC end users located within the local directory scope, along with such additional information as SWBT may require to prepare and print the alphabetical listings of said directory.
- 2.3 CLEC may provide CLEC's subscriber listing information to SWBT for inclusion in the White Pages directory via either a mechanical or manual feed of the listing information to SWBT's listing database.
- 2.4 CLEC will provide its subscriber listing information to SWBT via a mechanical or manual feed of the listing information to SWBT's listing database. CLEC's subscriber listings are to be interfiled (interspersed) in the directory among SWBT's subscriber listing information, unless CLEC, in writing, directs SWBT to separate CLEC's listings from SWBT's listings.
- 2.5 SWBT will provide daily electronic directory listing verification reports to CLEC upon request. This report can be used to verify CLEC subscriber White Page and Directory Assistance listing information. This daily electronic verification report will be produced by SWBT's ALPSS/LIRA system, and will include Directory Delivery Address (DDA) information for each CLEC end user listing. Each report will reflect CLEC subscriber

directory listings input the previous work day. Daily reports for the previous thirty (30) days can be accessed. Any necessary additions, deletions or modifications to listings discovered by CLEC upon review of the daily electronic listing verification report will be submitted to SWBT via the appropriate directory listing correction process as soon as possible, and no less than 30 days prior to the Business Office Close Date for the directory in which that end user listing will appear.

- 2.5.1 In addition, at least sixty (60) days prior to the business office close date for a particular directory, SWBT will provide CLEC, upon request, an electronic verification list of CLEC's subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request for an electronic verification list at least eighty (80) days prior to the Business Office Close Date for a particular directory. SWBT will accept standing requests for electronic verification lists on those White Page directories specified by CLEC. This electronic directory listing verification list will be provided in CD-ROM format. The directory listing verification list also is available upon request through SWBT's ALPSS/LIRA system subject to the timeframes outlined in this section. CLEC will review this electronic verification list and will submit any necessary additions, deletions or modifications to SWBT via the appropriate directory listing correction process no less than thirty (30) days prior to the SWBT Business Office Close date for that directory, provided that SWBT made the electronic verification list available to CLEC in a timely manner as specified above.
- 2.6 Publication schedules for the White Pages: SWBT will provide to CLEC the initial directory close dates for a calendar year within three (3) to six (6) months of the publication year for areas where CLEC is providing local service. Updates to the schedule will be provided in a timely manner as they occur.
- 2.7 At least sixty (60) days prior to the directory close, CLEC will provide to SWBT written specification of (a) the total number of directories that CLEC will require for bulk delivery to CLEC and (b) the total number of directories that CLEC will, pursuant to Section 2.8 below, require SWBT to deliver to CLEC's end user customers as part of SWBT's mass annual delivery. At its option, and at the same time it provides other directory information pursuant to this subsection (Section 2.7) (i.e., at least sixty (60) days prior to directory close), CLEC may specify that the directories, or any portion of such directories, ordered by it pursuant to subparagraph (a) of this subsection (Section 2.7) are to be delivered by SWBT to CLEC as "signature books" (i.e., directories without a cover) so that CLEC may, at its own expense, place its own cover on such directories. Furthermore, at its option and at its own expense, CLEC may place its own "tip-ons" (advertisements adhered to directories) on any directory ordered by it pursuant to subparagraph (a) of this subsection (Section 2.7). Once SWBT has delivered directories in bulk to CLEC pursuant to subparagraph (a) of this subsection (Section 2.7), SWBT shall not be responsible for further delivery or disposition of said directories.

- 2.8 At CLEC's request, SWBT will deliver White Pages directories to CLEC end users. Timing of such delivery and the determination of which White Pages directories will be delivered (by customer address, NPA/NXX or other criteria), and the number of White Pages directories to be provided per customer, will be provided under the same terms that SWBT delivers White Pages directories to its own local service customers.
- 2.9 At its option, CLEC may purchase information pages (Customer Guide Pages) in the informational section of the SWBT White Pages directory covering the geographic area(s) it is serving. These pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SWBT information pages. Sixty (60) days prior to the directory close date, CLEC will provide to SWBT the information page(s) in camera ready format. SWBT will have the right to approve, and, with CLEC's agreement, SWBT may, but is not required to, revise the format and content of such information page(s).
- 2.10 SWBT will include CLEC 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 CLEC on such page will be 1/8th page in size. In order to have such information published, CLEC will provide SWBT with its logo and information in the form of a camera ready copy, sized at 1/8th of a page (CLEC will be limited to a maximum of 1/8th of a page in any single edition of a SWBT White Pages directory).

3.0 Use Of Subscriber Listing Information

CLEC authorizes SWBT to use the subscriber listing information provided to SWBT pursuant to this Attachment for the purpose of including the listings in the appropriate White Pages directory and directory assistance databases where such services are provided by SWBT.

4.0 Pricing

4.1 White Pages Listing, Book and Delivery:

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to CLEC	Price Per Book Copy Delivered to CLEC End User	Price Per Single Sided Informational Page	Price Per Book Copy ¹ Ordered After Initial Order
Kansas City	\$4.46	\$6.48	\$3,191.73	\$10.00
Springfield	\$4.46	\$6.48	\$3,191.73	\$10.00

St. Louis	\$4.46	\$6.48	\$3,191.73	\$10.00
Cape Girardeau	\$1.29	\$2.50	\$168.09	\$10.00
Chillicothe	\$1.29	\$2.50	\$168.09	\$10.00
Excelsior Springs	\$1.29	\$2.50	\$168.09	\$10.00
Fulton	\$1.29	\$2.50	\$168.09	\$10.00
Greater Jefferson	\$1.29	\$2.50	\$168.09	\$10.00
County	\$1.29	\$2.50	\$168.09	\$10.00
Hannibal	\$1.29	\$2.50	\$168.09	\$10.00
Kennett	\$1.29	\$2.50	\$168.09	\$10.00
Kirksville	\$1.29	\$2.50	\$168.09	\$10.00
Lake of the Ozarks	\$1.29	\$2.50	\$168.09	\$10.00
Marshall	\$1.29	\$2.50	\$168.09	\$10.00
Mexico	\$1.29	\$2.50	\$168.09	\$10.00
Moberly	\$1.29	\$2.50	\$168.09	\$10.00
Nevada	\$1.29	\$2.50	\$168.09	\$10.00
Perryville	\$1.29	\$2.50	\$168.09	\$10.00
Poplar Bluff	\$1.29	\$2.50	\$168.09	\$10.00
Sedalia	\$1.29	\$2.50	\$168.09	\$10.00
Sikeston	\$1.29	\$2.50	\$168.09	\$10.00
St. Joseph	\$1.29	\$2.50	\$168.09	\$10.00
Tri-State	\$1.29	\$2.50	\$168.09	\$10.00
Washington	\$1.29	\$2.50	\$168.09	\$10.00
Adrian	\$1.26	\$2.81	\$75.59	\$10.00
Boonville	\$1.26	\$2.81	\$75.59	\$10.00
Bowling Green	\$1.26	\$2.81	\$75.59	\$10.00
Caruthersville	\$1.26	\$2.81	\$75.59	\$10.00
Elsberry	\$1.26	\$2.81	\$75.59	\$10.00
Linn	\$1.26	\$2.81	\$75.59	\$10.00
Missouri's Parkland	\$1.26	\$2.81	\$75.59	\$10.00
Monett	\$1.26	\$2.81	\$75.59	\$10.00
Portageville	\$1.26	\$2.81	\$75.59	\$10.00
Stanberry	\$1.26	\$2.81	\$75.59	\$10.00

Subject To Availability

- 4.2 The prices contained in Section 4.1 above are interim in nature and are subject to true-up from the effective date of this agreement to the State Commission's determination of permanent prices.

5.0 Assignment

- 5.1 The subscriber listing information will remain the property of CLEC. Except as stated in Section 2.0 herein, SWBT will not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor will SWBT authorize any other company or any person to use the subscriber listing information for any other purpose. SWBT will take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SWBT takes to protect its own listings from unauthorized use), whether by SWBT, its agents, employees or others.
- 5.2 At CLEC's request, SWBT will transmit CLEC end user listing information to designated third party directory publishers (limited to publishers that SWBT transmits its own listing information) for a one-time administrative fee of \$100.00 per occurrence, per directory publisher.

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. Upon termination, SWBT will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by CLEC, and will promptly return such subscriber listing information to CLEC.
- 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 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.

ATTACHMENT 20: CLEARINGHOUSE (CH)

WHEREAS, SWBT operates a Clearinghouse (CH), as described below, for its own behalf and that of participating LECs and LSPs, including CLEC; and,

WHEREAS, CLEC wants to participate in the CH on the terms set forth herein;

The Parties agree to the following:

1.0 Clearinghouse Description

- 1.1 SWBT 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 SWBT and CLEC.

2.0 Qualifying Message Criteria

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

3.0 Responsibilities Of The Parties

- 3.1 CLEC agrees that it will provide SWBT with billing records for CH processing that are in an industry standard format acceptable to SWBT 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 CLEC exchange but are to be billed to an end user in a second LEC's or CLEC 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 CLEC agrees that all CH Records it generates will display indicators denoting whether category 92 Records should be forwarded to SWBT's CH. CLEC will retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to SWBT for CH processing, if needed.

- 3.3 SWBT will provide and maintain such systems as it believes are required to furnish the CH service described herein. SWBT, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 3.4 CLEC will timely furnish to SWBT all CH Records required by SWBT 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. SWBT 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, SWBT 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 CLEC agrees to pay SWBT a processing charge in consideration of SWBT's performance of CH services. This charge is \$.02 per originated CH Record processed on behalf of CLEC.

5.0 Billing Charge

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

6.0 Settlement Report

- 6.1 SWBT will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC-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 CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC 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, SWBT assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that SWBT 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 SWBT may have relied in preparing settlement reports or performing any other act under this Attachment.
- 8.2 CLEC agrees to indemnify and hold SWBT 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 SWBT's performance of CH processing pursuant to this Attachment.
- 8.3 SWBT 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 SWBT. Any losses or damage for which SWBT is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

9.0 DISCLAIMER OF WARRANTIES

- 9.1 SWBT 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, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

ATTACHMENT 21: NUMBERING

1.0 INTRODUCTION

- 1.1 This Attachment sets forth the terms and conditions under which SWBT will coordinate with respect to NXX assignments.

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 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.
- 2.2 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.
- 2.3 It will be the responsibility of each Party to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.4 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
- 2.5 Intentionally left blank.
- 2.6 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). Such compliance with such Numbering Guidelines and FCC Second Report & Order will enable CLEC and SWBT 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.

3.0 NXX MIGRATION

- 3.1 In a non Thousand Block number pooling environment, and where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER". In a Thousand Block pooling environment, customer movement between providers will be accomplished using LNP. All customer assigned numbers and reserved numbers for the ported customer are subject to porting.

3.2 Test Numbers

- 3.2.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

ATTACHMENT 22: DA-FACILITIES BASED
SWBT-PROVIDED DIRECTORY ASSISTANCE

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which SWBT agrees to provide Directory Assistance (DA) for CLEC 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) to CLEC's customers who call DA according to current SWBT methods and practices or as subsequently modified.
- 1.2 Directory Assistance Call Completion (DACC) service consists of SWBT completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SWBT will provide DACC to CLEC's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.
- 1.3 SWBT agrees to provide DACC only in areas where CLEC can furnish Automatic Number Identification (ANI) from CLEC's customers to SWBT's switch and where CLEC obtains DA service from SWBT.
- 1.3.1 Subsequent to the DA query and release of the DA call to SWBT's Interactive Voice System, SWBT will deliver the call with the required signaling and data to CLEC to complete the call.
- 1.4 CLEC commits that SWBT's provision of DACC does not interfere with any contractual arrangement that CLEC has with another operator services provider. CLEC agrees to indemnify SWBT from any and all causes of action which may be brought by an alternate operator services provider based on allegations that SWBT has interfered with any such contractual arrangement solely by virtue of SWBT's provision of DACC to CLEC under this Attachment.
- 1.5 When CLEC uses Directory Assistance Services described above, SWBT will charge the prices as referenced in Section 7.0 Pricing of Attachment DA-Fac.

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 a SWBT 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 a SWBT DA Operator.
- 2.3 **Published Number** - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT 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 and Rate Reference

3.1 Call Branding

- 3.1.1 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC. SWBT will offer Call Branding of DA in the name of CLEC.
- 3.1.2 CLEC will provide SWBT with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.
- 3.1.3 SWBT will brand Directory Assistance in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement and will complete implementation of this process in all SWBT Directory Assistance platforms not later than five (5) months after the Effective Date of the Agreement. In the interim, SWBT will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC directory assistance calls that are branded by live operators. CLEC will not request interim unbranding of Directory Assistance for calls that are branded by automated systems until such time as SWBT's operator services platforms are capable of re-branding. The schedule is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said date.
- 3.1.4 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Call Branding Announcement as well as a charge for each subsequent change to CLEC's Directory Assistance Call Branding Announcement as provided in Section 7.0 Pricing of Attachment 22 DA-Fac.

3.2 Rate Reference

- 3.2.1 SWBT Directory Assistance operators will provide Directory Assistance Rate Information upon request to CLEC's end users as required by Section 226(b)(1)(C) of the Act. Rate Reference information will be provided under the following terms and conditions:
- 3.2.2 CLEC will furnish Rate Reference information in a mutually agreed to format or media thirty (30) days in advance of the initial date when they are to be provided by SWBT. If CLEC does not provide the Rate information and branding phrase as required in this Section, SWBT will brand the DA service provided to CLEC as SWBT DA service and quote SWBT rates. SWBT will no longer brand these calls as SWBT calls nor quote SWBT rates when the appropriate equipment or software is installed.
- 3.2.3 CLEC will inform SWBT, in writing, of any changes to be made to such Rate Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective.
- 3.2.4 In all cases when SWBT receives a rate request from an CLEC end user, SWBT will quote the Directory Assistance rates provided by CLEC, except as provided in section 3.2.2.
- 3.2.5 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Rate information as well as a charge for each subsequent change to CLEC's Directory Assistance Reference information as provided in Section 7.0 Pricing of Attachment DA-Fac.

4.0 Responsibilities of SWBT

- 4.1 SWBT will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SWBT.
- 4.2 SWBT will provide and maintain its own equipment to furnish DA Services.
- 4.3 SWBT will provide DA Service to CLEC customers using current and updated DA records and in accordance with SWBT's current methods, practices, and procedures or as subsequently modified.
- 4.4 SWBT will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.
- 4.5 SWBT will include current CLEC customer listing information in SWBT's DA database.

- 4.6 SWBT will forward with Directory Assistance calls from CLEC customers the appropriate line data required by CLEC to identify the type of line for the purposes of call handling and recording.

5.0 Responsibilities of Both Parties

- 5.1 The Party(ies) that provide the circuits between CLEC and SWBT 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.
- 5.2 The parties agree that, in the event of an emergency wherein a CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact SWBT's operator and request the assistance of a supervisor to the extent done by SWBT's operators.

6.0 Responsibilities of CLEC

- 6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.
- 6.2 CLEC will furnish to SWBT, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information required by SWBT to provide the service.
- 6.3 CLEC will update end user directory assistance listing information using reporting forms and procedures that are mutually acceptable to both Parties. CLEC will send the DA records to SWBT via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.
- 6.4 When CLEC desires to customize route Directory Assistance and such routing capability is not currently technically available, CLEC agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing has been available for three months. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where customized routing has been available for three months in an end office, and CLEC chooses not to customize route the DA calls, CLEC agrees that SWBT will be the sole provider of DA for one year from the effective date listed in this Attachment.

7.0 Pricing

7.1 The charges for Directory Assistance are as follows:

7.1.1 A charge per DA call: \$0.3700

7.1.2 Directory Assistance Call Completion (DACC)

Rate per completed call: \$0.1500

7.2 Intentionally left blank

7.3 Pricing for branding of CLEC DA calls are as follows:

Call Branding

Rate per initial load/change per TOPS switch per brand \$3,000.00

Rate per branded call: \$0.0250

7.3.1 In the event that the phraseology for branding DA calls is the same phraseology for branding OS calls, only one charge will apply per initial loading or subsequent change.

7.4 A charge for loading CLEC specific DA rates will apply for initial loads and subsequent changes as follows:

7.4.1 Rate for initial rate load per switch \$2,200.00

7.4.2 Rate per subsequent rate change: \$1,000.00

8.0 Monthly Billing

8.1 SWBT will render monthly billing statements to CLEC for DA Service, and remittance in full will be due within thirty (30) days of receipt.

9.0 Liability

9.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

ATTACHMENT 23: OS-FACILITIES BASED**SWBT-PROVIDED LOCAL & INTRALATA
OPERATOR SERVICES**

This Attachment 23: OS-Facilities Based to the Agreement sets forth the terms and conditions under which SWBT agrees to provide local and IntraLATA operator services (Operator Services) for CLEC as a facilities based switch provider. This Attachment applies only to Operator Services provided within a Local Access and Transport Area (LATA).

1.0 Services - SWBT will provide the following three tiers of Operator Services:

- 1.1 Fully-Automated - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SWBT Operator, hereafter called Operator. AABS allows the caller the option of using the AABS audio response system. AABS will be offered in areas where facilities exist and where CLEC has Automatic Number Identification (ANI) equipment and TOUCH-TONE service in place. AABS cannot be activated from a rotary telephone and failure or slow response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have TOUCH-TONE service to accept calls that are billed collect or to a third number.
- 1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.
- 1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.
- 1.4 Definition: Operator Services (OS) provides operator and automated call handling and billing, special services and optional call completion services.

2.0 Call Types - SWBT will provide to CLEC the call types in Sections 2.1 through 2.7 below:

- 2.1 Fully Automated Station-to-Station - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:
 - 2.1.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).

- 2.1.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.
- 2.1.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 2.2 Semi-Automated Station-To-Station - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:
 - 2.2.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
 - 2.2.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 2.3 Semi-Automated Person-To-Person - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include the following situations:
 - 2.3.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
 - 2.3.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 2.4 Operator Handled Station-To-Station - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 2.5 Operator Handled Person-To-Person - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.

2.6 Operator Transfer Service - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in SWBT's Operator Transfer Service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.

2.7 **Call Branding/Rate Reference**

2.7.1 Call Branding

2.7.1.1 The process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC. SWBT will offer Call Branding of Operator Services in the name of CLEC.

2.7.1.2 CLEC will provide SWBT with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.

2.7.1.3 SWBT will brand Operator Services in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement and will complete implementation of this process in all SWBT Operator Assistance platforms not later than five (5) months after the Effective Date of the Agreement. In the interim, SWBT will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC operator services calls that are branded by live operators. CLEC will not request interim unbranding of Operator Services for calls that are branded by automated systems until such time as SWBT's operator services platforms are capable of re-branding. The schedule is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said date.

2.7.1.4 An initial non-recurring charge will apply for loading CLEC's Operator Services Call Branding Announcement as well as a charge for each subsequent change to CLEC's Operator Services Call Branding Announcement as provided in Section 7.0 Pricing of Attachment 23 OS-Fac.

2.7.2 **Rate Reference**

2.7.2.1 SWBT Operator Services operators will provide Operator Services Rates Reference Information upon request to CLEC's end users as required by Section 226(b)(1)(C) of the Act. Rate Reference information will be provided under the following terms and conditions:

2.7.2.2 CLEC will furnish Rate Reference information in a mutually agreed to format or media thirty (30) days in advance of the initial date when they are to be provided by SWBT. If CLEC does not provide the Rate information and branding phrase as required in this

Section, SWBT will brand the OS service provided to CLEC as SWBT OS service and quote SWBT rates. SWBT will no longer brand these calls as SWBT calls nor quote SWBT rates when the appropriate equipment or software is installed.

- 2.7.2.3 CLEC will inform SWBT, in writing, of any changes to be made to such Rate Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate information in advance of when the Rates are to become effective.
- 2.7.2.4 In all cases when SWBT receives a rate request from an CLEC end user, SWBT will quote the Operator Services rates provided by CLEC, except as provided in 2.7.2.2.
- 2.7.2.5 An initial non-recurring charge will apply for loading CLEC's Operator Services Rate information as well as a charge for each subsequent change to CLEC's Operator Services Reference information as provided in Section 7.0 Pricing of Attachment 23 OS-Fac.

3.0 Other Operator Assistance Services

- 3.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.
- 3.2 Busy Line Interrupt - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt or the parties interrupted refuse to terminate the conversation in progress.
- 3.3 Handling of Emergency Calls To Operator - To the extent CLEC's NXX encompasses multiple emergency agencies, SWBT will agree to query the caller as to his/her community and to transfer the caller to the appropriate emergency agency for the caller's community. CLEC will provide to SWBT the communities associated with CLEC's NXX(s).
- 3.4 Calling Card - Calls billed to an CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.

4.0 Responsibilities of SWBT

- 4.1 SWBT will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.
- 4.2 Facilities necessary for SWBT to provide Operator Services to CLEC will be provided by SWBT using standard trunk traffic engineering procedures to ensure that the objective grade of service is met.

- 4.3 SWBT will provide Operator Services in accordance with the operator methods and practices in effect for SWBT at the time the call is made, unless otherwise agreed in writing by both Parties.
- 4.4 SWBT will accumulate and provide CLEC such data as necessary for CLEC to verify traffic volumes and bill its customers.
- 4.5 SWBT will deliver the call with the required signaling and data to CLEC to complete the call.
- 4.6 SWBT will forward with Operator Services calls from CLEC customers the appropriate line data required by CLEC to identify the type of line for the purposes of call handling and recording.

5.0 Responsibilities of Both Parties

- 5.1 The Party(ies) that provide the circuits between CLEC and SWBT offices will make such circuits available for use in connection with the OS 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.

6.0 Responsibilities of CLEC

- 6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.
- 6.2 CLEC will furnish in writing to SWBT, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by SWBT to provide the Service.
- 6.3 CLEC will furnish all records required by SWBT to provide the Operator Services. Such records, or information, will include CLEC's rate quotation tables and any other information required by SWBT. CLEC will provide the initial data by a date mutually agreed to between CLEC and SWBT. CLEC will keep this data current using procedures mutually agreed to by CLEC and SWBT. CLEC will provide all data and changes to SWBT in the mutually agreed to format(s).
- 6.4 As to any end office where SWBT furnishes the Operator Services provided by this Attachment, CLEC agrees that SWBT will be the sole provider of local and intraLATA toll Operator Services provided to CLEC in such end offices for the period of time mutually agreed to by the Parties. When CLEC desires to customize route Operator

Services and such routing capability is not currently technically available, CLEC agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing has been available for three months. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where customized routing has been available for three months in an end office, and CLEC chooses not to customize route the OS calls, CLEC agrees that SWBT will be the sole provider of OS for one year from the effective date of the provision of Operator Services pursuant to this Attachment OS-Fac.

7.0 **Pricing**

- 7.1 The rates for the Operator Services provided pursuant to this Attachment will be as follows (term and volume discounts available):

Operator Services Call Completion Services	
Operator Assisted and Semi-Auto per work sec.	\$0.0200
All Fully-Auto per call	\$0.1500

- 7.2 Pricing for branding of CLEC OS calls are as follows:

Call Branding

Rate per initial load/change per TOPS switch per brand	\$3,000.00
Rate per branded call:	\$0.0250

- 7.2.1 In the event that the phraseology for branding OS calls is the same phraseology for branding DA calls, only one charge will apply per initial loading or subsequent change.

- 7.3 A charge for loading CLEC specific OS rates will apply for initial loads and subsequent changes as follows:

- 7.3.1 Rate for initial load per switch: \$2,200.00
- 7.3.2 Rate per subsequent rate change: \$1,000.00

8.0 **Monthly Billing**

- 8.1 SWBT will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt.

9.0 Liability

- 9.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.