3.1.3 Manual Interface

3.1.3.1 Manual Interface is a temporary interface available only if CLEC has one thousand (1,000) Line Records or less. Manual Interface allows CLEC to fax updates to SWBT's LIDB DBAC. SWBT's LIDB DBAC personnel will manually enter these faxed updates into LVAS for CLEC.

3.1.3.2 Manual Interface is not available with any other interface SWBT provides under this Appendix.

3.1.3.3 CLEC understands that its use of the Manual Interface is limited to its subscribers' Line Records.

3.1.3.4 SWBT will not provide the Manual Interface if CLEC's Line Records exceed 1,000, nor will SWBT provide the Manual Interface to CLEC for a period longer than twelve months from the effective date of this Appendix. SWBT offers the Manual Interface only to CLEC to provide CLEC with the opportunity to begin storage and administration of CLECs data while CLEC implements its electronic interfaces (i.e., Service Order Entry Interface and/or Interactive Interface) to LVAS.

3.1.3.5 CLEC understands and agrees that should its Line Records exceed 1,000 within twelve months of the effective date of this Appendix, CLEC will discontinue use of the Manual Interface and/or SWBT will discontinue administering CLECs Line Records using the Manual Interface. CLEC understands and agrees that once either CLEC or SWBT has discontinued use of the Manual Interface, that CLEC will immediately begin using one or both of the electronic interfaces provided for the administration of CLEC's Line Records. CLEC also understands and agrees that SWBT will not offer the Manual Interface on any future Appendix and/or Agreement for LIDB data storage and administration.

3.1.4 Tape Load Facility Interface

3.1.4.1 Tape Load Facility Interface provides CLEC with unbundled access to SWBT's Tape Load Facility similar to the manner that SWBT accesses this facility. Tape Load Facility Interface allows CLEC to create and submit magnetic tapes for input into LVAS.

3.1.4.2 The Tape Load Facility Interface is available only for special occurrences, such as CLECs initial load of data, updating CLEC's entire data store for a new LIDB capability, and when CLEC's updates exceed one hundred thousand (100,000) Line Records over and above the CLEC's normal daily update processing.

3.1.4.3 CLEC can choose to load or administer its data, as set forth in 3.1.4.1 through 3.1.4.2 of this Appendix using one of two options. CLEC can either choose to create a single tape which SWBT will process through LVAS as set forth in Paragraph 3.1.4.4 of this Appendix or CLEC can choose to create multiple tapes, one for LVAS and one for each LIDB node as set forth in Paragraph 3.1.4.5 of this Appendix.

3.1.4.4 If CLEC chooses the single tape option, CLEC will create and deliver one set of tape(s) to SWBT's LVAS System Administrator. Upon receipt of the tapes, SWBT will load CLEC's updates into LVAS. CLEC will limit each tape to 500,00 (five hundred thousand) Line Records or less. SWBT will use these tapes to update or create CLEC's records in LVAS. SWBT will then pass these updates into LIDB over the LVAS-to-LIDB interface at a rate of 200,000 (two hundred thousand) updates per business day where possible. SWBT will provide CLEC with SWBT-specific documentation of the record format and hardware requirements for such tapes and CLEC agrees to comply with such documentation in creating its tapes. SWBT will also provide CLEC with the name and address of SWBT's LVAS System Administrator to whom CLEC will deliver the tapes.

3.1.4.5 The multiple tape option allows CLEC to bypass the update limitations of the LVAS-to-LIDB interface. It requires CLEC to create one set of tapes using LIDB format and another set of tapes using LVAS format. Upon receipt of the tapes, SWBT will load CLEC's updates directly into LIDB and LVAS. CLEC will provide SWBT with a separate set of tapes for each LIDB node and another set of tapes for LVAS. Each tape will conform to the hardware requirements of the location where the tape load will occur. SWBT will provide CLEC with SWBT-specific documentation of record formats and hardware requirements for the tape load as well as the name and address where CLEC will deliver each set of tapes.

3.1.4.6 SWBT and CLEC will negotiate mutually agreed upon dates and times for tape loads of CLEC data.

3.1.4.7 CLEC understands and agrees that its record access through the Tape Load Facility Interface is only for CLEC's subscribers' Line Records. CLEC agrees that it will not use the Tape Load Facility Interface to modify any Group Record. CLEC further agrees that it will not use the Tape Load Facility Interface to modify any Line Record not belonging to CLEC.

3.1.5 LIDB Editor Interface

3.1.5.1 LIDB Editor Interface provides CLEC with unbundled access to SWBT's LIDB Editor equivalent to SWBT's manner of access. LIDB Editor provides CLEC with emergency access to LIDB when LVAS is unable to access LIDB or when LVAS is otherwise inoperable. SWBT will also provide CLEC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow CLEC to communicate with LVAS.

3.1.5.2 LIDB Editor Interface is not an interface to LVAS. LIDB Editor is an SCP tool accessible only by authorized SWBT employees. CLEC will have access to such SWBT employees only for the same purposes that SWBT has access to LIDB Editor.

3.1.5.3 SWBT limits the use of the LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.

3.1.5.4 CLEC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.

3.1.5.5 When CLEC uses the LIDB Editor Interface, CLEC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to SWBT at the time CLEC makes its update request. CLEC and SWBT will use such documentation to resolve any update disputes regarding CLEC's use of the LIDB Editor Interface.

3.1.5.6 CLEC understands and agrees that the LIDB Editor Interface bypasses LVAS. CLEC further understands that using this interface results in discrepancies between LVAS data and LIDB data. CLEC further agrees that it will confirm all LIDB Editor Interface updates by completing a corresponding update over the

LVAS interface(s) CLEC regularly uses once those interface(s) become operational. CLEC further understands and agrees that if it does not confirm such updates that the LIDB Audit, as discussed in paragraphs 3.1.6 through 3.1.6.4 of this Appendix will reverse any changes made using the LIDB Editor Interface.

3.1.6 LIDB Audit

3.1.6.1 This audit is between LVAS and LIDB. This audit verifies that LVAS records match LIDB records. The LIDB Audit is against Line Record and Group Record information in LVAS and LIDB, regardless of account ownership.

3.1.6.2 SWBT will run the LIDB audit on a daily basis.

3.1.6.3 SWBT will create a "variance file" of all CLEC records that fail the LIDB audit. CLEC can access these files only through the Interactive Interface.

3.1.6.4 CLEC will investigate accounts that fail the LIDB audit and correct any discrepancies within fourteen (14) days after the discrepancy is placed in the variance file. CLEC will correct all discrepancies using the LVAS interface(s) CLEC has requested under this Appendix.

3.1.7 Source Audit

3.1.7.1 This audit verifies that an Account Owner's records in LVAS match the source of the Account Owner's records.

3.1.7.2 SWBT will provide CLEC with a file containing CLEC's Line Records in LIDB. CLEC will specify if SWBT will deliver the Source Audit file by either magnetic tape or electronically over the Service Order Entry Interface.

3.1.7.3 CLEC will audit its LIDB accounts against CLEC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. CLEC will correct all discrepancies using the LVAS interface(s) CLEC has requested under this Appendix.

3.1.7.4 SWBT will provide CLEC with scheduled and unscheduled Source Audits as set forth immediately below:

3.1.7.4.1 SWBT will provide CLEC with a Source audit file twice per year. Such audit files will represent CLEC's entire data store in LVAS. The Parties will mutually agree upon the dates that SWBT will provide such audit files.

3.1.7.4.2 CLEC can request additional Source Audit files and SWBT will work cooperatively to accommodate all reasonable CLEC requests for such additional audit files.

3.2 Sleuth

3.2.1 Sleuth notification provides CLEC with Sleuth alert messages. Sleuth alert messages indicate potential incidences of ABS-related fraud for investigation. SWBT will provide CLEC with such alert messages by fax or another mutually agreed upon format.

3.2.2 SWBT will use the same criteria to determine fraud alerts for CLEC as SWBT uses for its own purposes.

3.2.3 Sleuth alert messages have four levels of priority. These levels are low, medium, high, and urgent. Sleuth delivers alert messages to a queue in the Sleuth DBAC in priority order. Sleuth prioritizes urgent alerts first, high alerts second, medium alerts third, and low alerts last. Sleuth investigators can access alerts only in the order the alerts appear in the queue. Low alerts almost never see investigator treatment.

3.2.4 When a Sleuth investigator determines that an urgent, high, or medium priority alert is for a CLEC account, the Sleuth investigator will print the alert from the queue and fax the alert to CLEC. Sleuth alerts only identify potential occurrences of fraud. CLEC will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC will also need to determine what, if any actions, it should take as a result of a Sleuth alert.

3.2.5 CLEC will provide SWBT with a contact name and fax number for SWBT to fax alerts from SWBT's Sleuth DBAC. SWBT staffs its Sleuth DBAC twenty-four hours per day, seven days a week.

3.2.6 SWBT will provide CLEC with a Sleuth contact name and number, including fax number, for CLEC to contact the Sleuth DBAC.

3.2.7 For each alert notification SWBT provides to CLEC, CLEC may request a corresponding 30-day historical report of ABS-related query processing. CLEC may request up to three reports per alert.

4.0 MANNER OF PROVISIONING

4.1 SWBT will provide to CLEC, on request, SWBT-specific documentation regarding record formatting and associated hardware requirements for CLEC to access each of the interfaces that SWBT provides for LIDB data administration.

4.2 CLEC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.

4.3 Magnetic tapes submitted by CLEC must conform to SWBT's hardware specifications. This may include 9-track and 8mm tapes as well as other site-specific limitations. SWBT will provide CLEC with all magnetic tape hardware requirements upon request. CLEC will create the magnetic tapes its submits for input over the Tape Load Interface.

4.4 SWBT will input information provided by CLEC into LIDB for the NPA-NXXs and/or NPA-01/1XXs set forth in Exhibit I, RECORDS TO BE ADMINISTERED, attached hereto and made a part hereof. CLEC shall provide all information needed by SWBT to create a complete Line Record in LVAS and LIDB. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and calling name information.

4.5 CLEC will furnish, prior to the initial LVAS load, and as requested by SWBT thereafter, the following forecast data:

- the number of working lines per account group
- the number of working line numbers to be established
- the average number of monthly changes to these records
- the number of busy hour queries, by query type
- the number of annual queries by query type

4.6 If SWBT, at its discretion, determines that it lacks adequate storage, or processing capability prior to the initial loading of CLEC information, SWBT will notify

CLEC of its intent to not provide to CLEC the Services under this Appendix and this Appendix will be void.

4.7 CLEC will furnish all Line Records and Group Records in a format required by SWBT to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).

4.8 CLEC understands and agrees that it is solely responsible for all Line Records that contain CLEC's Account Owner identifiers. This includes all data, data administration, Line Records that CLEC creates, Line Records SWBT creates on CLEC's behalf, or Line Records that are transferred to CLEC as a result of CLEC becoming the provider of local service to the end user(s) associated with such Line Records. CLEC will administer its data in LIDB through the LVAS interfaces SWBT provides in paragraphs 3.1.1 through 3.1.5 of this Appendix. CLEC further understands and agrees that the interfaces offered in paragraphs 3.1.1 through 3.1.5 of this Appendix are the sole means through which administration of CLEC's Line Records in SWBT's LIDB can occur for non-resold accounts.

4.9 If CLEC resells the services associated with its Line Records to a third party, and those Line Records remain in SWBT's LIDB, CLEC will administer those records through the LVAS interfaces SWBT offers in paragraphs 3.1.1 through 3.1.5 of this Appendix, so that companies that query SWBT's LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.

4.10 CLEC understands and agrees that SWBT's LIDB is accessed by many different companies and that these companies expect a high degree of accuracy in the response information provided to their queries as well as consistent types of data for all Account Owners. CLEC agrees to administer its data in SWBT's LIDB in such a manner that SWBT's accuracy of response information and consistency of available data is not adversely impacted.

4.11 CLEC agrees that it will delete from SWBT's LIDB, any Line Record CLEC migrates to another LIDB or similar Database. CLEC will delete such record within 24 (twenty-four) hours of the migration unless otherwise agreed to by SWBT. If CLEC fails to delete such Line Record within 24 (twenty-four) hours of migration, SWBT, at its discretion, may delete such record.

4.12 CLEC further agrees that SWBT may delete any CLEC Line Record from LVAS and LIDB when either such record has remained in transitional status for longer than 48 (forty-eight) hours or such record has been abandoned by CLEC. SWBT's ability to delete such records does not relieve CLEC of its responsibility to correctly administer its data on a timely basis.

4.13 SWBT will provide the capability needed to perform query/response functions on a call-by-call basis for the Line Records of CLEC that reside in SWBT's LIDB.

4.14 With respect to all matters covered by this Appendix, each Party shall adopt and comply with SWBT's standard operating methods and procedures and shall observe the rules and regulations that cover the administration of LVAS service and the Sleuth System, as set forth in SWBT practices. The Parties acknowledge that SWBT may change those practices from time to time.

4.15 Administration of the SCP on which LIDB resides, as well as any system or query processing logic that applies to all data resident on SWBT's LIDB is the responsibility of SWBT. CLEC acknowledges and agrees that SWBT, in its role as system administrator, may need to access any record in LIDB, including any such records of CLEC. SWBT will limit such access to those actions necessary to ensure the successful operation and administration of SWBT's SCP and LIDB.

4.16 CLEC acknowledges that SWBT will, in its sole discretion, allow or negotiate any access to SWBT's LIDB. CLEC does not gain any ability, by virtue of this Appendix, to determine which telecommunications companies are allowed to access information in SWBT's LIDB. CLEC acknowledges that when SWBT allows a query originator to access SWBT data in SWBT's LIDB, such query originators will also have access to CLEC's data that is also stored in SWBT's LIDB.

4.17 CLEC acknowledges that SWBT does not have LIDB Data Screening capability at the Account Owner level in LIDB. LIDB Data Screening at the Account Owner-level allows an Account Owner to deny complete or partial access to its LIDB data to specified query originators. Should CLEC desire to obtain Account Owner-level LIDB Data Screening, CLEC agrees to negotiate the specific terms and conditions for this capability once SWBT makes Account Owner-level LIDB Data Screening available.

5.0. BILLING

5.1 Compensation to SWBT for the Manual Interface is based upon the rates set forth in Exhibit II (Basis of Compensation), attached hereto and made a part hereof. These rates will apply for one (1) year from the service effective date for each exchange.

5.2 CLEC will pay SWBT the amounts billed for the services rendered within 30 (thirty) days of the invoice date.

5.3 When SWBT or a third party queries CLEC's data in LIDB and receives a response verifying the end user's willingness to accept charges for the service being

provided, CLEC will provide for billing as set forth in either paragraph 5.3.1 or 5.3.2 of this Appendix.

5.3.1 CLEC will bill the appropriate charges to its end users, on behalf of SWBT or a third party

5.3.2 CLEC will provide to SWBT or the third party all necessary billing information needed by SWBT or the third party to bill the end user directly.

5.4 CLEC understands that if CLEC chooses the option set forth in 5.3.2 of this Appendix, that companies may choose to deny services to CLEC's subscribers.

5.5 Compensation for Data Access

5.5.1 SWBT will provide compensation to CLEC for access of CLEC's data in SWBT's LIDB only as set forth in paragraphs 5.5.1 through 5.5.4 of this Appendix. SWBT offers the terms of paragraph 5.5.1 through 5.5.4 only as a package and such terms are contingent upon CLEC's acceptance of the rates set forth in this paragraph for CLEC's access to SWBT's LIDB. Such rates may be different from the rates CLEC obtains through negotiation or arbitration of SWBT's LIDB query rates.

Validation Service Query	$.026 per query
CNAM Service Query	$.0115 per query
OLNS Service Query	$.0055 per query
SNS Query	To Be Determined
Query Transport	$.0045 per query

(Query Transport applies to all query types)

5.5.2 SWBT will pay a commission to CLEC for queries against CLEC's data stored in SWBT's LIDB as set forth in paragraphs 5.5.1 through 5.5.4 of this Appendix. The data stored is for subscribers' records provided through means other than the resale of SWBT services. The commission for non-SWBT queries will be 40% of the rate SWBT charges to the query originator. Commissions of SWBT-originated queries to CLEC records will be paid at 40% of the rate charged to CLEC as a query originator. SWBT will pay the commission on a monthly basis as a credit on CLEC's bill. The monthly settlement will include the number of queries by query type. Either party reserves the right to renegotiate the terms and conditions of the commission structure.

5.5.3 Until SWBT has the technical ability to identify Line Record ownership of all Line Records in LIDB, and until SWBT has developed billing processes to provide compensation for access to CLEC's data, SWBT and

CLEC will mutually agree upon a method of compensation or true-up procedure.

5.5.4 SWBT will waive the nonrecurring charges for the initial establishment of LIDB Services. Subsequent requests for service will incur the nonrecurring charges for the activity requested.

6.0 LIABILITY

6.1 SWBT shall not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of LVAS, including any and all associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SWBT. Any losses or damages for which SWBT is held liable under this Appendix shall in no event exceed the amount of charges made for LVAS during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

6.2 SWBT shall not be liable for any losses or damages arising out of SWBT's administration of Sleuth.

6.3 SWBT SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RESULTING FROM, OR ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.

6.4 CLEC agrees to release, indemnify, defend, and hold harmless SWBT from any and all claims, demands, or suits brought by a third party against SWBT, directly or indirectly, arising out of SWBT's provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which SWBT is found liable as a result of its sole negligence.

6.5 CLEC further agrees to release, indemnify, defend, and hold harmless SWBT from any and all claims, demands, or suits brought by a third party against SWBT, directly or indirectly arising out of SWBT's administration of Sleuth, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for SWBT is found liable as a result of its gross negligence or willful misconduct.

6.6 CLEC further agrees to release, indemnify, defend, and hold harmless SWBT from any and all claims, demands, or suits brought by a third party against SWBT, directly or indirectly, arising out of CLEC's administration of its data or failure to administer its data under this Appendix.

6.7 CLEC further agrees to release, indemnify, defend, and hold harmless SWBT from any and all claims, demands, or suits brought by a third party against SWBT, directly or indirectly arising out of CLEC's refusal to provide billing as set forth in Paragraph 5.3.1 of this Appendix.

7.0 DISCLAIMER OF WARRANTIES

7.1 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 LVAS SERVICE, LIDB OR THE SLEUTH SYSTEM. ADDITIONALLY, SOUTHWESTERN BELL 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.

8.0 APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

APPENDIX LVAS

EXHIBIT I

RECORDS TO BE ADMINISTERED

SWBT will provide service management system and other interface service capabilities to CLEC as set forth in this Appendix and attached Exhibit or Exhibits for the following CLEC Group Records:

EXCHANGE NAME	NPA NXX	NPA-01/1XX

(Attach additional copies as needed)

APPENDIX LVAS

EXHIBIT II

BASIS OF COMPENSATION

1. COMPENSATION :

Unless otherwise noted, all rates and charges contained in this section are applicable in all regulatory jurisdictions.

2. RATES AND CHARGES

A. Interfaces

			Rate Per Initial Load
1.	Manual Interface		
	(a)	Initial Load	
		(1) per initial load	$372.00
		(2) per 100 line records loaded	$ 55.00
	(b)	Ongoing Updates	Rate Per Month
		(1) per month	$ 51.00
		(2) per 100 line records stored in LIDB	$ 3.75

B. Compensation for Data Access — TBD

APPENDIX LVAS

EXHIBIT III

CALLING CARD AND BILLED NUMBER SCREENING VALIDATION

A. SWBT will provide the functionality needed to perform the following query/response functions, on a call-by-call basis, for the Line Records residing in SWBT's LIDB to:

1. Validate a 14-digit billing number where the first 10 digits are a telephone number or a special billing number assigned and the last four digits (PIN) are a security code assignment.

2. Determine whether the billed line automatically rejects, accepts, or requires verification of certain calls billed as collect or third number.

3. Determine whether the billed line is a public telephone number using the Class of Service information in the LIDB.

B. CLEC will bill the appropriate charges to end users, on behalf of third parties who query LIDB and receive a response validating the end user's willingness to accept the charges for the underlying call.

APPENDIX LVAS

EXHIBIT IV

SLEUTH

(A) SWBT will provide CLEC with an alert notification, by fax, or another mutually agreed upon format, when SWBT's Sleuth system indicates the probability of a fraud incidence. SWBT will use the same criteria to determine fraud alerts for CLEC as SWBT uses for its own accounts.

(B) Sleuth alert messages have four levels of priority. These levels are low, medium, high and urgent. Sleuth delivers alert messages to a queue in the Sleuth DBAC in priority order. Urgent alerts are prioritized first, followed by high, medium and low alerts (in that order).

(C) SWBT's Sleuth investigators can access alerts only in the order the alerts appear in the queue. Low alerts almost never see investigator treatment. However, when Sleuth encounters a number of low priority alerts on the same account, Sleuth may upgrade the alert's status to a higher priority status.

(D) When a Sleuth investigator determines that an urgent, high, or medium priority alert is for an CLEC account, the Sleuth investigator will print the alert for the queue and fax the alert to CLEC. Sleuth alerts only identify potential occurrences of fraud. CLEC will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC will also need to determine what, it any action should it take as a result of a Sleuth alert.

(E) SWBT's hours of operation for Sleuth are seven days a week, twenty-four hours per day (7X24). CLEC will provide SWBT with a contact name and fax number for SWBT to fax alerts from SWBT's Sleuth DBAC.

(F) SWBT will provide CLEC with a Sleuth contact name and number, including fax number, for CLEC to contact the Sleuth DBAC.

(G) For each alert notification SWBT provides to CLEC, CLEC may request a corresponding 30-day historical report of ABS-related query processing. CLEC may request up to three reports per alert. The charge for each historical report is set forth in Exhibit II (Basis of Compensation).

APPENDIX LVAS

EXHIBIT V

CNAM SERVICE QUERY SERVICE

Calling Name records are limited to fifteen characters. CLEC is responsible for providing all name truncations and/or abbreviations needed to limit a calling name to 15 characters. CLEC is also responsible for ensuring that its calling name data does not contain obscenities in English or other languages.

Upon receipt of Calling Name data, in a format acceptable to SWBT, SWBT will provide the Query/Response functions, on a call-by-call basis, to identify the name associated with CLEC's Line Records.

APPENDIX LVAS

EXHIBIT VI

Single Number Service (SNS) Query Service

SNS Query Service delivers the 9-digit ZIP code associated with a Line Record. Upon receipt of the Line Record information from CLEC, in a format acceptable to SWBT, SWBT will provide the functionality needed to perform the Query/Response functions, on a call-by-call basis to identify the 9-digit ZIP code associated with CLEC's Line Records.

APPENDIX LVAS

EXHIBIT VII

Originating Line Number Screening (OLNS) Query

Upon receipt of the OLNS Line Record information, in a format acceptable to SWBT, SWBT will provide the functionality needed to perform, on a call-by-call basis, the Query/Response functions to identify the originating line screening requirements of CLEC's Line Records.

CLEC's OLNS data will comply with the definitions and record formats set forth in GR-1158-CORE and GR-446-CORE.

APPENDIX MICROWAVE

APPENDIX MICROWAVE

The terms and conditions of this appendix are in addition to those contained in any applicable tariff or agreement between CLEC and SWBT under which CLEC will be provided collocation by SWBT at the location where microwave interconnection is requested.

1. Description

Where space permits and where practical, SWBT will permit the use of CLEC-provided and CLEC-owned microwave equipment as the means by which CLEC network connects to a physical or virtual collocation arrangement provided by SWBT. Use of such microwave equipment is only available for the purpose of interconnection to SWBT's network or access to SWBT unbundled network elements as may be described in the agreement or tariff(s) pursuant to which the collocation arrangement is provided.

2. Three Methods of Provisioning

Where space exists and when technically feasible, at SWBT's discretion, one of the three following methods for providing space for CLEC-owned and CLEC-provided microwave equipment will be made available to CLEC. SWBT is responsible for design and construction for any and all infrastructure inside the SWBT premises at the CLEC's cost. The CLEC is responsible for line-of-sight.

In addition, in each instance where microwave interconnection is requested, a separate Joint Implementation Agreement (JIA) specifying requirements for each request will be developed and executed by CLEC and SWBT. The JIA will provide for specifics relating to, but not limited to, the responsibilities of SWBT and the CLEC for the specific microwave interconnection request, as well as any specific requirements needed by either party as result of CLEC election for a certain type and/or manufacturer of microwave equipment and the method selected as discussed below.

The CLEC is responsible for acquiring the FCC license for the designated spectrum. When the CLEC-designated microwave equipment is placed in an SWBT-provided virtual collocation arrangement, the CLEC will provide a copy of the license to SWBT and SWBT will post the CLEC-provided copy in an appropriate location.

2.1 Method One - Ground Mounted

Where space is available and where technically feasible, SWBT will provide CLEC ground space on the SWBT property of the eligible structure where the CLEC physical or virtual collocation arrangement is located. A monthly recurring charge will apply for use of the easement based on the location of the eligible structure.

2.1.1 CLEC is responsible for all construction on the SWBT-provided easement. CLEC is responsible for the installation, maintenance, repair and removal of all CLEC-provided and CLEC-owned microwave equipment. CLEC is responsible for the removal of its equipment and structures and returning the property to its original condition within 60 days of termination of use of the microwave facility. If CLEC does not perform the removal and restoration by the end of 60 days, SWBT may remove the equipment and restore the property at CLEC's expense on a time and materials basis.

2.1.2 CLEC is responsible for securing its equipment located on the SWBT property. CLEC proposal and designs for such security must meet with SWBT's approval.

2.1.3 Where SWBT has provided CLEC a physical collocation arrangement within the eligible structure, CLEC radio equipment will be located in the CLEC dedicated physical collocation arrangement. In the case of a virtual collocation arrangement, CLEC designated radio equipment will be located in the SWBT equipment line-up. SWBT will own all equipment designated by the CLEC for placement in a virtual collocation arrangement. All costs for training SWBT employees to install, maintain and repair the equipment will be at the CLEC's cost. SWBT will determine the number of employees to be trained on a premises-by-premises basis.

2.1.4 CLEC may sublease use of all or portions of its ground mounted microwave arrangement to others for microwave use as a collocation media based on SWBT approval of such sublease. CLEC may not charge more than a prorated share of SWBT's monthly charge to CLEC for use of the SWBT property.

2.1.5 CLEC is responsible for obtaining all necessary Federal, State and Local permits and licenses required for the use of microwave equipment

2.2 Method Two - Wall Mounted

Where space does not exist or it is not technically feasible for SWBT to provide property for the CLEC-provided and CLEC-owned equipment, where technically feasible at the CLEC's expense SWBT will place a wall mount and pipe at the location on the eligible structure for the CLEC to install, maintain and repair its equipment. Method Two may only be provided where it is possible to provide or construct at the CLEC's cost a mechanical secured access to the CLEC microwave equipment located on the SWBT wall mount and pipe. Such cost shall be determined on an individual case basis. All nonrecurring costs for this method must be paid by CLEC prior to start of SWBT construction.

2.2.1 CLEC is responsible for the removal of its equipment and structures and returning the property to its original condition within 60 days of termination of use of the microwave facility. If CLEC does not perform the removal and restoration by the end of 60 days, SWBT may remove the equipment and restore the eligible structure at CLEC's expense on a time and materials basis.

2.2.2 Where SWBT has provided CLEC a physical collocation arrangement within the eligible structure, CLEC radio equipment will be located in the CLEC dedicated physical collocation arrangement. In the case of a virtual collocation arrangement, CLEC radio equipment will be located in the SWBT equipment line-up. SWBT will own all CLEC designated microwave equipment to be placed in a virtual collocation arrangement. All costs for training SWBT employees to install, maintain and repair the equipment will be at the CLEC's cost. SWBT will determine the number of SWBT technicians to be trained on a premises-by-premise basis.

2.3 Method Three - Roof Mounted

Where space is not available for either a ground mounted or wall mounted method as described in 2.1 and 2.2 proceeding, where space permits and where technically feasible, SWBT will provide CLEC space on the roof of the eligible structure where the CLEC physical or virtual collocation arrangement is located. Such space will only be provided where mechanical secured access to the CLEC-owned and CLEC-provided

antenna and related equipment located on the SWBT roof exists or can be constructed at the CLEC's expense on a time and materials basis.

2.3.1 CLEC is responsible for the removal of its equipment and structures and returning the property to its original condition within 60 days of termination of use of the microwave facility. If CLEC does not perform the removal and restoration by the end of 60 days, SWBT may remove the equipment and restore the eligible structure at CLEC's expense on a time and materials basis.

2.3.2 Where SWBT has provided CLEC a physical collocation arrangement within the eligible structure, CLEC radio equipment will be located in the CLEC dedicated physical collocation arrangement. In the case of a virtual collocation arrangement, CLEC radio equipment will be located in the SWBT equipment line-up. SWBT will own all CLEC designated equipment placed in a virtual collocation arrangement. All costs for training SWBT employees to install, maintain and repair the equipment will be at the CLEC's cost. SWBT will determine the number of SWBT technicians to be trained on a premises-by-premises basis

3. Equipment

CLEC is responsible for providing a list of all microwave equipment to be provided to SWBT for the initial installation with the application to use microwave as the transmission media to connect to a physical or virtual collocation arrangement. Requests for subsequent microwave equipment installation must be provided by CLEC in the identical manner as all subsequent requests for equipment to be placed in collocation arrangements.

SWBT is not responsible for lost equipment.

It is the CLEC's responsibility to determine line-of-sight based upon the mutually agreed location of the microwave antenna.

4. Permits and Licenses

CLEC is responsible for all necessary licenses, construction and building permits including required FCC authorizations and any zoning approvals. All permits and approvals must be provided to SWBT prior to the installation of any microwave equipment on the SWBT premises roof. If SWBT's assistance is required to obtain the necessary licenses and permits, SWBT will not unreasonably withhold such assistance and CLEC agrees to pay all SWBT's expenses on an ICB as required.

5. CLEC Liability

CLEC will be responsible for any and all damages resulting from any harm to, or outage occurring in, the Telephone Company's (SWBT) or other collocator's network, which is a result of the installation, operation, or maintenance of the CLEC's equipment, including any type of defect, or due to the actions or inaction, willful, or negligent, of CLEC's employees, vendors, or contractors, including but not limited to consequential, specific, or general damages, costs of defense, including attorneys' fees, whether in-house or outside counsel, and any other costs incurred by the Telephone Company as a direct or indirect result of the actions of CLEC related to this agreement.

6. Applicability of Other Rates, Terms and Conditions

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, Force Majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

APPENDIX NCS

APPENDIX - NCS
Network Component Service

1.0 Description of Service

Network Component Service (NCS) is a discretionary offering which SWBT is willing to provide under the terms and conditions in this appendix that are above and beyond SWBT's obligations under the Act. Through NCS SWBT performs the combining of certain UNEs on behalf of the CLEC for the purpose of the CLEC providing an end to end telecommunications service to end users. Appendix UNE contains a description of unbundled network elements or, as used herein, "network components" along with the terms and conditions under which SWBT will provide unbundled network elements. NCS will be provided by SWBT at the prices contained herein. NCS is market based priced and is neither subject to true-up nor arbitration. Prices for NCS that are in addition to the prices for the individual unbundled network elements are listed in Section 3.0 of this Appendix. SWBT is willing to continue to offer NCS so long as the underlying UNE prices remain at the rates originally agreed to by the Parties. Should the prices SWBT charges the CLEC for UNEs change at any time during this Agreement, SWBT shall no longer be obligated to combine UNEs on behalf of the CLEC as set forth in this Appendix, unless and until the Parties agree upon mutually acceptable new terms and conditions. SWBT will provide 30 days notice to the CLEC before ceasing the combining of UNEs under this appendix.

2.0 Terms and Conditions

2.1 The CLEC shall identify on a single NCS order all of the network components, all associated ordering codes (as determined by SWBT), and the sequence in which SWBT is to combine those elements on behalf of the CLEC. When this order involves only SWBT's network, the order will be for Network Component Service (NCS), even though the individual element types are to be derived from Appendix UNE.

2.2 In addition to the recurring and non-recurring charges for the individual unbundled network elements and appropriate cross connects ordered, the Network Component Service will be priced as described in section 3.0 of this Appendix.

2.3 Any changes or rearrangements of the components shall constitute a new NCS offering and applicable non-recurring and service order charges apply.

2.4 The Network components provided by SWBT under the provision of this Appendix shall remain the property of SWBT.

2.5 Provisioning of NCS under this Appendix may be accomplished over such routes, technologies, and facilities as SWBT may elect as long as the connection being requested by the CLEC is functional.

2.6 SWBT is responsible only for the installation, operations and maintenance of the NCS originally defined and ordered by the CLEC. SWBT is not responsible for the Telecommunication Services provided by the CLEC through the use of NCS.

2.7 Where NCS is provided to the CLEC and it is dedicated to a single end user, if NCS is for any reason disconnected, the individual network components shall be made available to SWBT for future provisioning needs, unless NCS is disconnected in error.

2.8 Network elements identified through the Bona Fide Request process will not be provisioned under this Appendix.

2.9 Notwithstanding the term of the main agreement, the term of this appendix shall not extend past January 1, 2000, unless mutually agreed upon by the parties.

3.0 Pricing

3.1 For each NCS arrangement, the CLEC shall pay the full recurring and non-recurring rate per unbundled network element, cross connect, feature, function, or ancillary charge as shown in Appendix Pricing Schedule plus the additional NCS recurring market based rates on a monthly basis as shown in paragraph 3.2.

3.2 The prices for providing NCS for SWBT UNEs (Loop to Switch Port, Loop to Unbundled Dedicated Transport. W/O Multiplexing, Loop to UDT with Multiplexing) are as follows:

Network Elements Combined		NCS Price Recurring	NCS Price Non-Recurring
Loop	Switch Port		
2 Wire Analog	Analog Line	$5.00	$40.00
2 Wire Analog	DID Trunk	$5.00	$40.00
2 Wire Digital	BRI	$5.00	$40.00
4 Wire Digital	PRI	$5.00	$40.00
4 Wire Digital	DS1 Trunk	$5.00	$40.00
Loop	UDT w/o Mux		
4 Wire Digital	DS1	$5.00	$40.00
Loop	UDT w Mux		
2 Wire Analog	DS1	$5.00	$40.00
4 Wire Digital	DS3	$5.00	$40.00

3.3 This Appendix is available as a package offering. Any changes to prices, terms and conditions of UNEs offered pursuant to Appendix UNE shall not be incorporated into this Appendix without the mutual agreement of the Parties.

3.4 Since this offering is discretionary and not subject to the Act, any prices set by SWBT to provide NCS, even if zero (or no charge), are fully at SWBT's discretion. The prices for NCS are subject to change.

4.0 General Responsibilities of the Parties

4.1 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

4.2 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

4.3 At all times during the term of an Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

4.4 Unless otherwise stated, SWBT will render a monthly bill to the CLEC for service(s) provided hereunder. Remittance in full will be due within thirty (30) days of that billing date. Interest shall apply on overdue amounts at the highest rate allowed by applicable law.

4.5 For purposes of pre-order, ordering, provisioning, maintenance and billing, the CLEC will use the same processes, as used in connection with unbundled network elements obtained through Appendix UNE.

5.0 Applicability Of Other Rates, Terms And Conditions

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties,

changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

APPENDIX NIM

APPENDIX NETWORK INTERCONNECTION METHODS (NIM)

Network Interconnection Architecture designates Network Interconnection Methods (NIMs) to be used by the Parties. These include, but are not limited to: MidSpan Fiber Interconnection (MSFI); Virtual Collocation Interconnection; SONET Based Interconnection; Physical Collocation Interconnection; leasing of SWBT facilities; and other methods as mutually agreed to by the Parties.

I. MID-SPAN FIBER INTERCONNECTION (MSFI)

Mid-Span Fiber Interconnection (MSFI) between Southwestern Bell Telephone (SWBT) and CLEC can occur at any mutually agreeable, economically and technically feasible point between CLEC's premises and a SWBT tandem or end office. This interconnection will be on a point-to-point SONET system over single mode fiber optic cable.

MSFI may be used to provide interconnection trunking as defined in Appendix ITR: Network Interconnection Architecture.

A. There are two basic mid-span interconnection designs:

1. Design One: CLEC's fiber cable and SWBT's fiber cable are connected at an economically and technically feasible point between the CLEC location and the last entrance manhole at the SWBT central office.

   The Parties may agree to a location with access to an existing SWBT fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the SWBT building, even though the CLEC fiber may be physically terminated on a fiber termination panel inside of a SWBT building. In this instance, CLEC will not incur fiber termination charges and SWBT will be responsible for connecting the cable to the SWBT facility.

   The Parties may agree to a location with access to an existing CLEC fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the CLEC building, even though the SWBT fiber may be physically terminated on a fiber termination panel inside of an CLEC building. In this instance, SWBT will not incur fiber termination charges and CLEC will be responsible for connecting the cable to the CLEC facility.

   If a suitable location with an existing fiber termination panel cannot be agreed upon, CLEC and SWBT shall mutually determine provision of a fiber termination panel housed in an outside, above ground, cabinet placed

at the physical POI. Ownership and the cost of provisioning the panel will be negotiated between the two parties.

2. Design Two: CLEC will provide fiber cable to the last entrance manhole at the SWBT tandem or end office switch with which CLEC wishes to interconnect. CLEC will provide a sufficient length of fiber optic cable for SWBT to pull the fiber cable to the SWBT cable vault for termination on the SWBT fiber distribution frame (FDF). In this case the POI shall be at the manhole location.

   Each Party is responsible for designing, provisioning, ownership and maintenance of all equipment and facilities on its side of the POI. Each Party is free to select the manufacturer of its Fiber Optic Terminal (FOT). Neither Party will be allowed to access the Data Communication Channel (DCC) of the other Party's FOT. The Parties will work cooperatively to achieve equipment compatibility.

B. The Parties will mutually agree upon the precise terms of each mid-span interconnection facility. These terms will cover the technical details of the interconnection as well as other network interconnection, provisioning and maintenance issues.

C. The CLEC location includes FOTs, multiplexing and fiber required to take the optical signal handoff from SWBT for interconnection trunking as outlined in Appendix ITR.

D. The fiber connection point may occur at several locations:

1. A location with an existing SWBT fiber termination panel. In this situation, the POI shall be outside the SWBT building which houses the fiber termination panel;

2. A location with access to an existing CLEC fiber termination panel. In these cases, the network interconnection point (POI) shall be designated outside of the CLEC building, even though the SWBT fiber may be physically terminated on a fiber termination panel inside a CLEC building;

3. A location with no existing SWBT fiber termination panel. In this situation, SWBT and CLEC will negotiate provisioning, maintenance and ownership of a fiber termination panel and above ground outside cabinet as a POI and for connection of the fiber cables;

4. A manhole outside of the SWBT central office. In this situation, CLEC will provide sufficient fiber optic cable for SWBT to pull the cable into the

SWBT cable vault for termination on the SWBT FDF. The POI will be at the manhole and SWBT will assume maintenance responsibility for the fiber cabling from the manhole to the FDF.

E. The SWBT tandem or end office switch includes all SWBT FOT, multiplexing and fiber required to take the optical signal hand-off provided from CLEC for interconnection trunking as outlined in Appendix ITR. This location is SWBT's responsibility to provision and maintain.

F. In both designs, CLEC and SWBT will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s that contain trunks and interLATA traffic. Each Party will also agree upon the optical frequency and wavelength necessary to implement the interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CLEC and SWBT.

II. AVOIDANCE OF OVER PROVISIONING

Underutilization is the inefficient deployment and use of the network due to forecasting a need for more capacity than actual usage requires, and results in unnecessary costs for SONET systems. To avoid over provisioning, the Parties will agree to joint facility growth planning as detailed below.

III. JOINT FACILITY GROWTH PLANNING

The initial fiber optic system deployed for each interconnection shall be the smallest standard available. For SONET this is an OC-3 system. The following list the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

A. Criteria:

1. Investment is to be minimized;

2. Facilities are to be deployed in a "just in time" fashion.

B. Processes

1. Discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS1s) is at 90% capacity;

2. Both Parties will perform a joint validation to ensure current trunks have not been over-provisioned. If any trunk groups are over-provisioned, trunks will be turned down as appropriate. If any trunk resizing lowers the fill level of the system below 90%, the growth planning process will be suspended and will not be reinitiated until a 90% fill level is achieved. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts;

3. If based on the forecasted equivalent DS1 growth, the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process;

4. If the placement of a minimum size FOT will not provide adequate augmentation capacity for the joint forecast over a two year period, and the forecast appears reasonable based upon history, the next larger system may be deployed. In the case of a SONET system, the OC-3 system could be upgraded to an OC-12. If the forecast does not justify a move to the next larger system, another minimal size system (such as on OC-3) could be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers;

5. Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities in an effort to achieve "just in time" deployment;

6. The joint planning process/negotiations should be completed within two months of identification of 90% fill.

IV. VIRTUAL COLLOCATION INTERCONNECTION

The description of Virtual Collocation Interconnection is contained in SWBT's Virtual Collocation tariffs (i.e., SWBT's Tariff F.C.C. No. 73).

V. SONET-BASED INTERCONNECTION

The description of SONET-Based Interconnection is contained in SWBT's Sonet-Based Interconnection tariffs (i.e., SWBT's Tariff F.C.C. No. 73).

VI. PHYSICAL COLLOCATION INTERCONNECTION

SWBT will provide Physical Collocation Interconnection on nondiscriminatory terms and conditions at the time CLEC requests such interconnection.

VII. LEASING OF SWBT'S FACILITIES

CLEC's leasing of SWBT's facilities for purposes of Section 4.3 of the Main Agreement: Network Interconnection Methods will be subject to the mutual agreement of the Parties. CLEC will provide a written leased facility request that will specify the A- and Z-ends (CILI codes, where known), equipment and muxing required and provide quantities requested. Requests for leasing of SWBT's facilities for the purpose interconnection and any future augmentations are subject to facility availability at the time of the request.

Any request by the CLEC for leased facilities where facilities, equipment, or riser cable do not exist will be considered and SWBT may agree to provide under a Leased Facilities Bona Fide Request (BFR) Process as defined below:

A. A Leased Facilities BFR will be submitted by the CLEC in writing and will include a description of the facilities needed including the quantity, size (DS3 or DS1), A- and Z-end of the facilities, equipment and muxing requirements, and date needed.

B. The CLEC may cancel a Leased Facilities BFR at any time, but will pay SWBT any reasonable and demonstrable costs of processing and/or implementing the Leased BFR up to the date of cancellation.

C. Within ten (10) business days of its receipt, SWBT will acknowledge receipt of the Leased Facilities BFR.

D. Except under extraordinary circumstances, within thirty (30) business days of its receipt of a Leased Facilities BFR, SWBT will provide to the CLEC a written response to the request. The response will confirm whether SWBT will offer the leased facilities or not. If SWBT determines it will offer the leased facilities, SWBT will provide the CLEC a Leased Facilities BFR quote which will include the applicable recurring rates and installation intervals.

E. Within 65 calendar days of its receipt of the Leased Facilities BFR quote, the CLEC must confirm its order. If not confirmed within 65 calendar days, SWBT reserves the right to modify or withdraw its Leased Facilities BFR quote.

VIII. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement

or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

APPENDIX NNI

APPENDIX NNI
NETWORK TO NETWORK INTERCONNECTION

SWBT will interconnect its Frame Relay Network with a CLEC within a LATA. The following provisions shall apply only to Frame Relay traffic when this type of traffic is exchanged between SWBT and CLEC:

I. Definitions:

A. **Frame Relay Service ("FRS")** – is a fast packet service that provides the end user customer high-speed access throughput to different Frame Relay end user customer addresses. Using statistical multiplexing, the frame relay network enables the end user customer to allocate circuit bandwidth to applications, as needed, rather than assigning fixed channels to specific applications.

B. **Network to Network Interface ("NNI")** – is the interface between two frame relay networks. An NNI consists of an NNI port at a Frame Relay Node on each network and a transmission facility connecting the two ports. This could be between two different carriers (for example, between a LEC and an IXC), or between an end user customer's frame relay network and an IXC frame relay network. The NNI port connection specifies how the FRS node sends and receives data from a Frame Relay provider's network. The NNI port connection shall be a DS1 interface provisioned for B8ZS and extended super frame (ESF) with a line rate of 1.544 Mbps and, where available from both parties, a DS3 NNI interface with a line rate of 44.736 Mbps shall be used if the packet volume justifies the higher capacity. The NNI port connection must be provided at the same interface speed of the transmission facility used to access the NNI port.

C. **Logical Links ("LL") also referred to as Permanent Virtual Connections ("PVC")** – are logical channels that connect ports on a Frame Relay Node or between Frame Relay Nodes. PVCs are end-to-end, bi-directional channels that are established and terminated via the service order process. A separate PVC must be established to each location with which the end-user customer will transmit or receive data. These PVC channels are established in software tables and do not tie up facilities when not in use, therefore they are virtual. Multiple PVCs can be defined over a single frame relay access link, thereby providing, on a single access line, the capability to transmit data to multiple destinations.

D. **Frame Relay Tandem** - A Frame Relay Node that has predominately NNI to NNI connections or new Frame Relay Nodes deployed with exclusive NNI to NNI connections may be designated as a tandem(s) by SWBT. SWBT shall provide notification prior to the designation or deployment of a Frame Relay Tandem.

II. IntraLATA Interconnection:

A. Both Parties agree to establish two-way Frame Relay Interconnection between their respective Frame Relay Nodes, where terminations exist, to the mutually agreed upon Frame Relay point(s) of interconnection ("POI(s)") and transport facilities within the LATA for the purpose of exchanging Frame Relay traffic. For the interconnection facility portion of the NNI, SWBT shall be responsible for arranging and absorbing the cost of provisioning the shorter of either: (a) fifty percent (50%) of the interconnection facility measured by air miles between the NNI ports, or (b) twenty-five (25) miles of interconnection facility measured by air miles between the NNI ports. CLEC shall be responsible for the remaining cost. In the event SWBT deploys or designates a Frame Relay Tandem (as defined herein) within fifty (50) airline miles of CLEC's NNI port, CLEC shall have the obligation to interconnect with that tandem(s), if so requested by SWBT. In areas where CLEC has a Frame Relay Node prior to the designation or deployment of a SWBT Frame Relay Tandem, the CLEC will interconnect with that Frame Relay Tandem within 180 days of designation/deployment if so requested by SWBT. If SWBT has a Frame Relay Tandem(s) operational prior to the deployment of a CLEC Frame Relay Node within fifty (50) miles of such tandem(s), then SWBT may request CLEC to interconnect with the tandem(s) in the initial interconnection. In addition to connecting to the Frame Relay Tandem(s) as described above, CLEC will have the ability to continue to establish NNIs directly to Frame Relay end offices for traffic destined for, or originating from, end user locations served by Frame Relay Nodes in those end offices. Where multiple Frame Relay Tandems are deployed in a single LATA within fifty (50) airline miles of a CLEC NNI port, SWBT will designate the Frame Relay Tandem(s) at which CLEC will need to establish an NNI interconnection from its Frame Relay Node.

1. Upon the request of either Party, such interconnections will be established in each LATA where SWBT has a Frame Relay Node and CLEC has a Frame Relay Node or point of presence.

2. The Parties agree that IntraLATA Frame Relay Interconnection is for traffic that originates and terminates exclusively between the two Parties within each LATA. IntraLATA Frame Relay traffic between either Party and a third Party ILEC/CLEC shall be addressed in Section III. below. InterLATA Frame Relay traffic between either Party and a third Party IXC InterLATA provider shall be addressed in Section IV. below.

3. The Parties agree to provision the most efficient interface available in the network considering the volumes of traffic forecasted at the time. Specifically, where available from both Parties, a DS3 NNI interface shall be used if the packet volume is large enough to justify the higher capacity.

Each Party will absorb its own costs for DS1 to DS3 conversions that accommodate subsequently recognized growth in the traffic. If the traffic volume exceeds a DS3 at a single Frame Relay Node, the Parties will interconnect at additional Frame Relay Nodes.

4. The Parties agree to exchange semi-annual NNI interconnection port forecasts (due each January 1 and July 1) and participate in joint planning meetings as necessary to provide for adequate growth of the NNI.

B. SWBT will provide the transport for Frame Relay Service between the Parties' respective Frame Relay Nodes, as described below in II. B. 1., upon the mutual agreement of the Parties. Alternatively, the Parties may agree that CLEC will provide the transport for Frame Relay Service between the Frame Relay Nodes of both Parties. Unless otherwise agreed, the providing Party will be compensated for the portion of the facility for which the non-providing Party is responsible, as described in Section II. A. above. Other network interconnection methods may be used including joint meet point facilities, as agreed to by the Parties.

1. LEASING OF SWBT'S FACILITIES

a. CLEC's leasing of SWBT's facilities for purposes of Section II. B. will be subject to the mutual agreement of the Parties. CLEC will provide a written leased facility request that will specify the A- and Z- ends (CLLI codes, where known), equipment and muxing required, and provide quantities requested. Requests for leasing of SWBT's facilities for the purpose of interconnection and any future augmentations are subject to facility availability at the time of the request.

b. Any request by the CLEC for leased facilities where facilities, equipment, or riser cable do not exist will be considered and SWBT may agree to provide under a Leased Facilities Request (LFR) Process as defined below:

c. An LFR will be submitted by the CLEC in writing and will include a description of the facilities needed including the quantity, size (DS3 or DS1), A- and Z- end of the facilities, equipment and muxing requirements, and date needed.

d. The CLEC may cancel an LFR at any time, but will pay SWBT any reasonable and demonstrable costs of processing and/or implementing the LFR up to the date of cancellation.

e. Within ten (10) business days of its receipt, SWBT will acknowledge receipt of the LFR.

f. Except under extraordinary circumstances, within thirty (30) business days of its receipt of an LFR, SWBT will provide to the CLEC a written response to the request. The response will confirm if SWBT will offer the leased facilities. If SWBT determines it will offer the leased facilities, SWBT's response will include an LFR quote with the applicable recurring rates and installation intervals.

g. Within 65 calendar days of receipt of the LFR quote, the CLEC must confirm the order. If not confirmed within 65 calendar days, SWBT reserves the right to modify or withdraw the LFR quote.

C. Each Party agrees to absorb its own cost of providing Frame Relay NNI and the usage of the NNI, with the exception of the transport facilities between the Parties Frame Relay Nodes. Transport will be provided as described in Section II. B. above.

D. Each Party agrees that there will be no charges to the other Party for its own subscribers' PVC. The foregoing does not, either expressly or implicitly, prohibit, restrict, encourage, or otherwise affect the terms and conditions on which each party provides Frame Relay or other services to its end user customers, including, for example, whether to levy charges for PVCs, and at what rate, if any.

E. The Parties shall provide to each other the physical address end points and data link connection identifiers (DLCIs) for each PVC as necessary for the exchange of Frame Relay Service. The Parties agree to share equally assignment control of DLCIs and quality of service parameters, Committed Information Rate (CIR), Committed Burst Size (Bc) and Excess Burst Size (Be). For any PVC crossing the NNI, the quality of service parameters and the NNI end DLCI must be the same for the PVC provisioned by each Party. The only allowable protocol for PVC management is Annex D Bi-directional. Over-subscription levels for NNIs shall not exceed 200%.

F. Frame Relay Tandem(s), changing port interfaces, and converging industry standards may necessitate changes to the technical parameters of this Agreement. The Parties agree to re-negotiate the specific technical parameters associated with NNI as this new and evolving network is developed and deployed.

III. Transit IntraLATA Frame Relay Interconnection:

A. Both parties may elect to interconnect directly with any and all Frame Relay providers within the LATA and this Agreement does not preclude either Party's option for direct interconnection. If either Party elects not to interconnect directly with a third Party ILEC or CLEC Frame Relay provider with which the Party is exchanging IntraLATA Frame Relay traffic, then the Party may purchase Frame Relay service elements (including NNI ports) from the other Party at rates equivalent to the rates set forth in SWBT's CC No. 73 Frame Relay Service Tariff for purposes of exchanging IntraLATA Frame Relay traffic with such third party providers. Each Party has the obligation to identify to the other the DLCI codes assigned to third party CLEC/ILEC IntraLATA Frame Relay providers.

B. Transport facilities used for third party Frame Relay Transit Interconnection are to be purchased by the requesting parties from the other at rates equivalent to the rates set forth in SWBT's Access Transport Tariffs. These transport facilities and NNI ports are separate, and segregated from mutually provided transport facilities and NNI ports used in IntraLATA Frame Relay Interconnection between SWBT and CLEC discussed in Section II. A. above, unless otherwise agreed by the Parties.

IV. InterLATA Frame Relay Interconnection:

A. Both parties may elect to interconnect directly with all IXC InterLATA Frame Relay providers and this agreement does not preclude either Party's option for direct interconnection. If either Party elects not to interconnect directly with IXC InterLATA Frame Relay providers, then the Party may purchase Frame Relay service elements (including NNI ports) from the other Party at rates equivalent to the rates set forth in SWBT's FCC No. 73 Frame Relay Service Tariff. Each party has the obligation to identify to the other the DLCI codes assigned to third party IXC InterLATA Frame Relay providers.

B. Transport facilities used for third party IXC InterLATA Frame Relay Interconnection are to be purchased by the requesting Party from the other at rates equivalent to the rates set forth in SWBT's Access Transport Tariffs. These transport facilities and NNI ports are separate, and segregated from mutually provided transport facilities and NNI ports used in IntraLATA Frame Relay Interconnection between SWBT and CLEC discussed in Section II. A. above, unless otherwise agreed by the Parties.

V. The Parties agree that the performance criteria set forth in Section 30.24, et. seq., of the General Terms and Conditions of the Interconnection Agreement do not apply to the interconnection of Frame Relay. Following the effective date of this agreement, either

party may request to negotiate performance criteria for Frame Relay Interconnection. During the ninety (90) days following any such request, the Parties shall meet to negotiate mutually acceptable performance criteria for such interconnection. If there are any open issues after such ninety (90) day period, then either Party may submit such issue(s) for dispute resolution under the Dispute Resolution procedures set forth in this Agreement.

VI. The Parties acknowledge and agree that SWBT is agreeing to the terms set forth in Sections I. through V. above based upon the FCC's Memorandum Opinion and Order, and Notice of proposed Rulemaking, FCC 98-188 (rel. August 7, 1998) in CC Docket No. 98-147 et al. ("98-188"), and its requirement that an incumbent LEC must interconnect its packet-switched telecommunications networks under Section 251(c)(2) of the Act for the telecommunications services offered over such networks. By agreeing to the terms set forth in Sections I. through V. above, neither Party waives, limits, or otherwise negatively affects its rights to seek review or reconsideration of 98-188 or take the position in any forum, proceeding or negotiations that SWBT's obligation to provide Frame Relay Interconnection or CLEC's entitlement to Frame Relay Interconnection with incumbent local exchange carriers is other than provided for herein. The Parties acknowledge and agree that the rates, terms and conditions set forth herein for Frame Relay Interconnection are subject to any legal or equitable rights of review and remedies by the Parties. The Parties further acknowledge and agree that any reconsideration, clarification, interpretation, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory bodies, courts or regulatory agencies of competent jurisdiction which affects the obligation to provide Frame Relay Interconnection or the applicability of such rates, terms or conditions (whether or not the result of any action by either party) will affect the applicability of such rates, terms and conditions to CLEC. In the event that the obligation to establish Frame Relay Interconnection under Section 251(c)(2) of the Act, or any of the rates, terms and conditions contained herein, are invalidated, stayed, modified, expanded or otherwise affected by any interpretation or action of any state or federal court or regulatory bodies of competent jurisdiction, specifically including those arising with respect to the Federal Communications Commission (whether from 98-188 or any other proceeding), the Parties shall expend diligent efforts to arrive at an agreement on modifications to Sections I. through V. above that reflect any such action. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such governmental actions or rulings shall be handled under the Dispute Resolution procedures set forth in the Agreement.

VII. Applicability of Other Rates, Terms and Conditions

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and

network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

APPENDIX OS

APPENDIX OS

OPERATOR SERVICES

This Appendix sets forth the terms and conditions under which Southwestern Bell Telephone Company ("SWBT") agrees to provide Operator Services to CLEC ("CLEC").

I. SERVICES

SWBT will provide the following Operator Services:

A. FULLY AUTOMATED CALL PROCESSING - Allows the caller to complete a call utilizing equipment without the assistance of a SWBT operator, hereafter called "Operator."

This allows the caller the option of completing calls through an automated alternate billing system (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone and failure or low response by the caller to the audio prompts will bridge the caller to an Operator for assistance. The called party must also have Touch-tone service to automatically accept calls that are billed collect or to a third number.

B. OPERATOR-ASSISTED CALL PROCESSING - Allows the caller to complete a call by receiving assistance from an Operator.

II. DEFINITIONS

A. FULLY AUTOMATED CALL PROCESSING

SWBT will support the following fully automated call types for CLEC:

1. FULLY AUTOMATED CALLING CARD STATION-TO-STATION - This service is provided when the caller dials zero ("0"), plus the desired telephone number and the telecommunications calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized telecommunications calling card for the purpose of this Appendix, is one for which SWBT can perform billing validation. Fully Automated Calling Card Call Service may also include the following situations:

   a. When an individual with a disability dials zero (0) and identifies himself or herself as disabled, he or she will provide the Operator the desired telephone number and the calling card number to which the call is to be billed.

b. When due to trouble on the network, or lack of service components (facilities to the AABS network), the automated call processing cannot be completed without assistance from an Operator.

c. When an Operator reestablishes an interrupted call that meets any of the situations described in this call type.

2. FULLY AUTOMATED STATION-TO-STATION - This service is limited to those calls placed collect or billed to a third number. The caller dials zero (0) plus the telephone number desired, the service selection codes and/or billing information as instructed by the automated equipment. The call is completed without the assistance of an Operator. Fully Automated Station-to-Station service may also include the following situations:

a. When an individual with a disability identifies himself or herself as disabled and provides the Operator the number to which the call is to be billed (either collect or third number).

b. When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.

c. When an Operator reestablishes an interrupted call that meets any of the situations described in this call type.

B. OPERATOR-ASSISTED CALL PROCESSING

SWBT will support the following operator-assisted call types for CLEC:

1. SEMI-AUTOMATED STATION-TO-STATION - A service provided when the caller dials zero (0) plus the telephone number desired and the call is completed with the assistance of an Operator. Semi-Automated Station-to-Station service may also include the following situations:

a. Where the caller does not dial zero (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).

b. When an Operator re-establishes an interrupted call that meets any of the situations described in this call type.

2. SEMI-AUTOMATED PERSON-TO-PERSON - A service in which the caller dials zero (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. Semi-Automated Person-to-Person service may also include:

   a. Where the caller does not dial a zero (0) prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.

   b. When an operator reestablishes an interrupted call that meets any of the situations described in this call type.

3. SEMI-AUTOMATED CALLING CARD STATION-TO-STATION - A service provided when the caller dials zero (0) plus the desired telephone number and provides the Operator the calling card number to which the call is to be charged. Semi-Automated Calling Card Station-to-Station service may also include the following situations:

   a. When the caller does not dial zero (0) prior to dialing the number desired from a public or semi-public telephone, or from a telephone that is directly routed to an Operator, and the call is billed to a calling card.

   b. When an Operator reestablishes an interrupted call that meets any of the situations described in this call type.

4. STATION-TO-STATION (OPERATOR HANDLED) - A service provided when the caller dials zero (0) and places a sent paid, collect, third number or calling card station-to-station call using an Operator's assistance. These calls may originate from a private, public or semi-public telephone. The service may also include the situation when an Operator reestablishes an interrupted call that meets any of the situations described in this call type.

5. PERSON-TO-PERSON (OPERATOR HANDLED) - A service in which the caller dials zero (0) and specifies to the Operator the number desired and the person to be reached, or a particular PBX station, department or office to be reached through a PBX attendant, or a particular mobile service point to be reached through a mobile telephone attendant. 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 situations when an

Operator reestablishes an interrupted call that meets any of the situations described in this call type.

6. LINE STATUS VERIFICATION - A service in which the caller asks the Operator to determine the condition of a telephone line.

7. 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 attempt, or when the parties interrupted refuse to terminate the conversation in progress.

8. 0PERATOR TRANSFER SERVICE - A service offered by SWBT in which the local caller requires Operator Assistance for completion of a call outside the originating LATA. The SWBT Operator transfers the call to an interexchange carrier selected by the caller from a list of IXCs provided to SWBT by the CLEC. This transfer service is similar to SWBT's "0perator Transfer" service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.

9. MISCELLANEOUS - Includes the following call types: General Assistance and Rate Quotes, 800, 888 and connections to all other Toll Free services, Repair Bureau and Business Office requests, credit requests, NPA-NXX location requests, and all other 0- No Attempt services.

III. CALL BRANDING AND RATE REFERENCE REQUIREMENTS

A. **Requirements** - Pursuant to § 226 (b) of The Telecommunications Act of 1996, each provider of Operator Services is required to:

1. Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and

2. Disclose immediately to the consumer, upon request a quote of its rates or charges for the call.

B. **Call Branding** - In compliance with A.1. above, SWBT will brand Operator Services in CLEC's name based upon the criteria outlined below:

1. CLEC will provide SWBT with written specification of its company name to be used in creating CLEC specific branding messages for its OS calls.

2. An initial non-recurring charge applies per brand, per TOPS switch, for the establishment of Call Branding as well as a charge per subsequent changes to

the brand per TOPS switch. In addition, a per call charge applies for every Operator Services call handled by SWBT on behalf of CLEC when such services are provided in conjunction with: i) the purchase of SWBT's unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk. Prices for Call Branding are as outlined in Exhibit II, attached hereto and incorporated herein.

C. **Operator Services (OS) Rate/Reference Information** - In compliance with A.2. above, SWBT will provide CLEC Operator Services Rate/Reference Information based upon the criteria outlined below:

1. CLEC will furnish OS Rate and Reference Information in a mutually agreed to format or media thirty (30) days in advance of the date when the Operator Services are to be undertaken.

2. 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/Reference change date. CLEC acknowledges that it is responsible to provide SWBT updated Rate/Reference Information in advance of when the Rates/Reference Information are to become effective.

3. In all cases when a SWBT Operator receives a rate request from a CLEC end user, SWBT will quote the applicable OS rates as provided by CLEC.

4. An initial non-recurring charge will apply for loading of CLEC's Operator Services Rate/Reference Information as well as a charge for each subsequent change to either CLEC's Operator Services Rate or Reference Information.

D. **Local Number Portability** - It is necessary for CLEC to advise SWBT Operator Services when importing a number from outside of CLECs defined NPA NXX(s). This notification is required for SWBT to correctly brand and rate calls from such numbers.

IV. INTRALATA MESSAGE RATING

A. Upon request[1], CLEC may opt to purchase from SWBT intraLATA Message rating service. This service provides the message rating function on all SWBT Operator assisted intraLATA calls. With this service, SWBT will compute the applicable charges for each message based on CLEC's schedule of rates provided to SWBT. SWBT will provide the detailed message records to CLEC to be used in producing CLEC end user bills.

[1] Available 2nd quarter, 1997.

B. An initial non-recurring charge applies per TOPS switch, for the initial load of CLEC's Message Rating/Rate Schedule (OS Surcharge and intraLATA Toll Rates) information. An additional non-recurring charge applies per TOPS switch, for each subsequent change to this information.

V. HANDLING OF EMERGENCY CALLS TO OPERATOR

To the extent CLEC's NXX encompasses multiple emergency agencies, SWBT will agree to query the caller on his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC must provide SWBT with the correct information to enable the transfer. CLEC will also provide default emergency agency numbers to use when the customer is unable to provide his/her community. When the assistance of another Carrier's operator is required, SWBT will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify SWBT for any misdirected calls.

VI. RESPONSIBILITIES OF THE PARTIES

A. SWBT will be the sole provider of Operator Services for CLEC's local service area(s) listed in Exhibit I, which is attached to this Appendix, beginning on the service effective date also shown in Exhibit I. SWBT will provide Operator Services only where the necessary physical facilities are available and in place and under conditions previously stated in this Appendix.

B. CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SWBT operator switch. Should CLEC seek to provide interexchange Operator Services under this agreement, it is responsible for ordering the necessary facilities through SWBT's interstate or intrastate Access Service tariffs. Nothing in this agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

C. Facilities necessary for the provision of Operator Services shall be provided by the parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities. CLEC shall bear the costs of facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SWBT operator switch. SWBT shall bear the cost of facilities and equipment necessary to provide Operator Services.

D. CLEC will furnish to SWBT a completed Operator Services questionnaire, thirty (30) days in advance of the date when the Operator Services are to be undertaken, unless otherwise agreed to by the Parties.

E. CLEC understands and acknowledges that before live traffic can be passed and an agreement can be fully executed, the CLEC is responsible for obtaining and providing to SWBT, default emergency agency numbers.

F. CLEC will provide SWBT timely updates to the OS questionnaire when changes are necessary. CLEC will provide any necessary records and changes to records to SWBT in writing or in any other mutually agreeable format.

G. SWBT will accumulate and provide the CLEC such data as necessary for the CLEC to verify traffic volumes and bill its end users.

H. CLEC will indicate on the Operator Services questionnaire its intent to utilize Local Number Portability.

VII. METHODS AND PRACTICES

SWBT will provide the Operator Services to CLEC's end users in accordance with SWBT's OS methods and practices in effect for SWBT at the time the OS call is made, unless otherwise agreed in writing by both parties.

VIII. PRICING

Pricing for Operator Services shall be based on the rates specified in Exhibit II, PRICING, which is attached and made part of this Appendix. The rates will apply from the service effective date through the term of this agreement as specified in paragraph X., A. below. At any time beyond the specified or the term of this Appendix, SWBT may change the prices for the provision of OS upon one hundred-twenty (120) days' notice to CLEC.

IX. MONTHLY BILLING

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

X. LIABILITY

In addition to the limitation of liability and indemnification, provisions of the Agreement shall govern performance under this Appendix. CLEC also agrees to release, defend, indemnify, and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of the Operator Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the Operator Services.

XI. TERMS OF APPENDIX

A. Unless sooner terminated, this Appendix will continue in force for a period of _____ year(s) from the effective date of this agreement and thereafter until terminated by one hundred-twenty (120) days notice in writing from either Party to the other.

B. If CLEC terminates this agreement prior to the agreed-upon term of this Appendix, CLEC shall pay, within thirty (30) days of the issuance of a final bill by SWBT, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by SWBT pursuant to this Appendix prior to its termination.

C. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Exhibit II attached hereto and incorporated by reference.

XII. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

EXHIBIT I

APPENDIX OS - FACILITY BASED LOCAL SERVICE AREA(S)

EFFECTIVE: _____
(mm/dd/yr)

The following table depicts the service area(s) covered by this Appendix:

CLEC'S LOCAL SERVICE AREA(s)	*EFFECTIVE DATE*

EXHIBIT II

APPENDIX OS

MISSOURI

PRICING - FACILITIES BASED

EFFECTIVE: _____
(mm/dd/yr)

The following rates will apply for each service element:

A. FULLY AUTOMATED CALL PROCESSING This usage rate applies to each call that has been completed on a fully automated basis. Rate per completed automated call	 $0.173
B. OPERATOR-ASSISTED CALL PROCESSING This usage rate applies to each call that has been answered by, or forwarded to, an operator. Rate per actual work second	 $0.020
C. CALL BRANDING An initial non-recurring charge applies per TOPS switch, per brand, for the establishment of CLEC specific Call Branding. An additional non-recurring charge applies per TOPS switch, per brand, for each subsequent change to the branding announcement. Where OS is provided in conjunction with unbundled local switching, a per call charge also applies. Rate per initial load group Rate per load for Brand change Per Call[1]	 $1,718.00 $1,718.00 $0.0425
D. OPERATOR SERVICES RATE/REFERENCE INFORMATION An initial non-recurring charge applies per TOPS switch, per rate schedule, for the initial load of CLEC's Operator Services Rate/Reference Information. An additional non-recurring charge applies per TOPS switch, per rate schedule, for each subsequent change to Rate/Reference Information. Rate per initial load Rate per subsequent rate change Rate per subsequent reference change	 $1,939.29 $716.47 $716.47
E. INTRALATA MESSAGE RATING An initial non-recurring charge applies for the initial load of CLEC's Message Rating/Rate Schedule (OS Surcharge and intraLATA Toll Rates) information. An additional non-recurring charge applies for each subsequent change to this information. Rate per initial load Rate per subsequent changes	 $605.23 $605.23

[1] Applicable when Operator Services are provided in conjunction with: i) unbundled local switch; and ii) when multiple brands are required on a single Operator Services trunk.

APPENDIX OSS-RESALE & UNE

APPENDIX OSS

ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS

1. General Conditions

1.1 This Appendix sets forth the terms and conditions under which SWBT provides nondiscriminatory access to SWBT's operations support systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance / repair, and billing. SWBT has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

1.2 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface, as described herein, where such functions are available. Manual access is available for all pre-ordering, ordering, provisioning, and billing functions via the Local Service Center (LSC). Repair and maintenance functions are available in a manual mode through the Local Operations Center (LOC).

1.3 CLEC agrees to utilize SWBT electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale services or UNEs through SWBT. In addition, CLEC agrees that such use will comply with the summary of SWBT's Operating Practice No. 113, Protection of Electronic Information, titled Competitive Local Exchange Carrier Security Policies and Guidelines. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality.

1.4 CLEC's access to pre-order functions described in 2.2.2 and 2.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's end-user where CLEC has obtained an authorization for release of CPNI from the end-user and has obtained an authorization to become the end user's local service provider. The authorization for release of CPNI must substantially reflect the following:

1.4.1 "This written consent serves as instruction to all holders of my local exchange telecommunications Customer Proprietary Network Information (CPNI) and account identification information to provide such information to the undersigned. Specifically, I authorize disclosure of my account billing name, billing address, and directory listing information, and CPNI, including, service address, service and feature subscription, long distance carrier identity, and pending service order activity. This Authorization remains in effect until such time that I revoke it directly or appoint another individual/company with such capacity or undersigned receives notice to disconnect my local exchange service or notice that a service disconnect has been performed. At and from such time, this Authorization is null and void."

Or

1.4.2 Authorization for change in local exchange service and release of CPNI with documentation that adheres to all requirements of state and federal law, as applicable.

1.5 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering as it relates to the application of Resale rates and charges where they are subject to the terms of this Agreement and applicable SWBT tariffs and CLEC agrees to perform accurate and correct ordering as it relates to SWBT UNE rates and charges per the terms of this Agreement. All exception handling must be requested manually from the LSC.

1.6 In areas where Resale and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, SWBT and CLEC will use manual processes. Should SWBT develop electronic interfaces for these functions for itself, SWBT will make electronic access available to CLEC.

1.7 The Information Services (I.S.) Call Center provides a technical support function for electronic interfaces. CLEC will also provide a single point of contact for techincal issues related to the electronic interfaces.

1.8 SWBT and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.

1.9 SWBT reserves the right to modify or discontinue the use of any system or interface as it deems appropriate. Provided however,

(a) SWBT shall provide CLEC with at least 90 days prior written notice of any planned discontinuance and provide CLEC with a functionally equivalent interface to access the OSS functions for any system or interface that is discontinued. Upon CLEC request, SWBT shall also provide a reasonable transition period.

(b) SWBT shall provide CLEC with reasonable prior written notice of any significant system modifications.

1.10 If CLEC elects to utilize electronic interfaces based upon industry guidelines for Resale or UNE, SWBT and CLEC agree to participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that SWBT may deploy these interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and SWBT are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, SWBT has the right to define LSR Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the filed is based on the providers tariffs/practices."

1.11 Due to enhancements and on-going development of access to SWBT's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. In compliance with section 1.9 of this Appendix, SWBT agrees that interfaces phased out will be accompanied with proper notice.

1.12 CLEC is responsible for obtaining operating system software and hardware to access OSS functions as specified in the document "Requirements for Access to Southwestern Bell OSS Functions."

2. Pre-Order

2.1 SWBT will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with SWBT ordering requirements.

2.2 Pre-ordering functions for Resale services include:

2.2.1 features and services available at a valid service address (as applicable);

2.2.2 access to SWBT retail or resold customer proprietary network information (CPNI) and account information for preordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity (CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the customer requests that his or her local exchange service provider be changed to CLEC, and a customer authorization for release of CPNI complies with conditions as described in section 1.4 of this Appendix.)

2.2.3 a telephone number (if the customer does not have one assigned) with the customer on-line;

2.2.4 service availability dates to the customer;

2.2.5 information regarding whether dispatch is required;

2.2.6 Primary Interexchange Carrier (PIC) options for intraLATA toll (when available) and interLATA toll;

2.2.7 service address verification.

2.3 Pre-ordering functions for UNE include:

2.3.1 features available at an end office for a valid service address (as applicable);

2.3.2 access to SWBT retail or resold customer proprietary network information (CPNI) and account information for preordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity (CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the customer requests that his or her local exchange service provider be changed to CLEC, and a customer authorization for release of CPNI complies with conditions as described in section 1.4 of this Appendix.)

2.3.3 telephone number assignment (if the customer does not have one assigned) with the customer on-line;

2.3.4 Primary Interexchange Carrier options for intraLATA toll (when available) and interLATA toll;

2.3.5 service address verification.

2.3.6 channel facility assignment (CFA), network channel (NC) and network channel interface (NCI) data.

2.4. Electronic Access to Pre-Order Functions: SWBT will provide CLEC access to one or more of the following systems:

2.4.1 Resale Services Pre-order System Availability:

2.4.1.1 Residential Easy Access Sales Environment (R-EASE): R-EASE is an ordering entry system through which SWBT provides CLEC access to the functions of pre-ordering when R-EASE is utilized to order SWBT Residential Resale Services.

2.4.1.2 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which SWBT provides CLEC access to the functions of pre-ordering when such access is utilized to order SWBT Business Resale Services.

2.4.2 Resale and UNE Pre-order System Availability:

2.4.2.1 DataGate is a transaction-based data query system through which SWBT provides CLEC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will allow CLEC to access the pre-order functions for Resale services and UNE by CLEC developing its own end-user interface. SWBT and CLEC agree to cooperate in developing and implementing an electronic

communication interface that will be consistent with industry guidelines developed by the OBF and the TCIF, assuming they are different from that which SWBT is providing.

2.4.2.2 Verigate is an end-user interface developed by SWBT that provides access to the pre-ordering functions for Resale Services and UNE. Verigate may be used in connection with electronic or manual ordering. Verigate is accessible via Toolbar.

2.5 Other Pre-order Function Availability:

2.5.1 Where pre-ordering functions are not available electronically CLEC will manually request this information from SWBT's LSC for inclusion on the service order request.

2.5.2 In addition to electronic interface access to pre-order information, upon request but not more frequently than once a month, SWBT will provide CLEC certain pre-order information in batch transmission for the purposes of back-up data for periods of system unavailability. Specifically, the following database information may be electronically provided, Street Address Guide (SAG), Service and Feature Availability by NXX, and a PIC list, to support address verification, service and feature availability and PIC availability, respectively. The parties recognize such information must be used to construct order requests only in exception handling situations.

3. Ordering/Provisioning

3.1 SWBT provides real time access to ordering functions (as measured from the time SWBT receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes SWBT to provision in accordance with SWBT ordering requirements. SWBT will provide CLEC access to one or more of the following systems or interfaces:

3.2 Resale Services Order Request System Availability:

3.2.1 R-EASE is available for the generation of Residential Resale services orders. Ordering flows are available via this system.

3.2.2 B-EASE is available for the generation of Business Resale services orders. Ordering flows are available via this system.

3.2.3 Service Order Retrieval and Distribution (SORD) Supplement interface supports the modification of Resale Service orders submitted via the EASE systems. Orders submitted manually or from LEX or EDI may not be modified by the SORD Supplement interface, however, separate supplement processes exist for these orders.

3.3 Resale and UNE Service Order Request Ordering System Availability:

3.3.1 SWBT makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of SWBT ordering requirements via formats provided on the Local Service Request (LSR) as defined by the Ordering and Billing Forum (OBF) and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, CLEC and SWBT will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SWBT's Resale ordering requirements. In ordering and provisioning UNE, CLEC and SWBT will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SWBT's UNE ordering requirements. In addition, Interim Number Portability will be ordered consistent with the OBF LSR and EDI process.

3.3.2 In ordering and provisioning unbundled dedicated transport and local interconnection trunks, CLEC and SWBT will utilize industry guidelines developed by OBF based upon SWBT ordering requirements.

3.3.3 LEX is an end-user interface that provides access to the ordering functions for Resale Services and UNE.

3.4 Provisioning for Resale services and UNE: SWBT will provision Resale Services and UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

3.4.1 Order Status will allow CLEC to check service order status. Order Status is accessible via SWBT Toolbar.

3.4.2 In cases of EDI ordering, SWBT will provide CLEC with an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. SWBT will provide CLEC with a FOC for each Resale and UNE service request. The FOC will include: purchase order number, telephone number, Local Service Request number, due date, Service Order number, and completion date. Upon work completion, SWBT will provide CLEC with an 855 EDI transaction-based Order Completion that states when that order was completed. CLEC may submit supplement requests via the 860 EDI transaction, and, where available, SWBT will provide CLEC an 865 EDI transaction-based Completion notice.

3.4.3 A file transmission may be provided to confirm order completions for R-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for CLEC.

4. Maintenance/Repair

4.1 Two real time electronic interfaces are accessible to place, and check the status of trouble reports for both Resale and UNE. Upon request, CLEC may access these functions via the following methods:

4.1.1 Trouble Administration (TA) system access provides CLEC with SWBT software that allows CLEC to submit trouble reports and subsequently check status on trouble reports for CLEC end-users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible via SWBT Toolbar.

4.1.2 Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. This EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and SWBT. Functions currently implemented will include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and SWBT will exchange requests over a mutually agreeable X.25-based network.

5. Billing

5.1 SWBT shall bill CLEC for resold services and UNE. SWBT shall send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum SWBT will provide CLEC billing information in a paper format or via magnetic tape, as agreed to between CLEC and SWBT.

5.2 Electronic access to billing information for Resale Services will also be available via the following interfaces:

5.2.1 CLEC may receive Bill Plus™, an electronic version of their bill as described in and in accordance with SWBT's Local Exchange Tariff.

5.2.2 CLEC may receive a mechanized bill format via the EDI 811 transaction set.

5.2.3 CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SWBT Toolbar.

5.2.4 SWBT shall provide CLECs a Usage Extract Feed electronically, on a daily basis, with information on the usage billed to its accounts for resale services in the industry standardized Exchange Message Record (EMR) format.

5.2.5 CLEC may receive Local Disconnect Report records (via CARE records) electronically that indicate when CLEC's customers change their Competitive Local Exchange Carrier.

5.3 Electronic access to billing information for UNE will also be available via the following interfaces:

5.3.1 SWBT makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database, the same information that would appear on its paper bill.

5.3.2 CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SWBT Toolbar.

5.3.3 SWBT shall provide CLECs a Usage Extract Feed electronically, on a daily basis, with information on the usage billed to its accounts for UNE in the industry standardized Exchange Message Record (EMR) format.

5.3.4 CLEC may receive Local Disconnect Report records (via CARE records) electronically that indicate when CLEC's customers, utilizing SWBT ports, change their Competitive Local Exchange Carrier.

6. Remote Access Facility

6.1 CLEC must access the following SWBT OSS interfaces via a CLEC Remote Access Facility (LRAF) located in Dallas, Texas: R-EASE; B-EASE; DataGate; EDI-Ordering; SORD Supplement and via Toolbar, Trouble Administration, Order Status, Verigate, LEX, and Bill Information. Connection to the LRAF will be established via a "port" either through dial-up or direct connection as described in Section 6.2. CLEC may utilize a port to access these interfaces to perform the supported functions in any SWBT state where CLEC has executed an Appendix OSS and purchases System Access in that state.

6.2 CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF. Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the SWBT LRAF. CLEC shall pay the cost of the call if Switched Access is used.

6.3 CLEC shall use TCP/IP to access SWBT OSS via the LRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address. CLEC shall maintain a user-id /password unique to each individual for accessing a SWBT OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

6.4 CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF access plans in detail and schedule testing of such connections.

7. Operational Readiness Test (ORT) for Ordering/Provisioning and Repair/ Maintenance Interfaces

7.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions ORT will be completed in conformance with agreed upon processes and implementation dates.

7.2 Prior to live system usage, CLEC must complete user education classes for SWBT-provided interfaces that affect the SWBT network. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges will apply for each class. Classes will be required for R-EASE, B-EASE, LEX, SORD Supplement and Trouble Administration. Optional classes will be available for Order Status and Verigate. Classes are train-the-trainer format to enable CLEC to devise its own coursework for its own employees. Charges apply to training delivery. Schedules will be made available upon request and are subject to change, with class lengths varying. Ongoing class schedules may be requested from the CLEC's account manager.

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	$4,050	$3,650	$3,240	$2,835	$2,430	$2,025	$1,620	$1,215	$810	$405
6 students	$4,860	$4,380	$3,890	$3,402	$2,915	$2,430	$1,945	$1,455	$970	$490
7 students	$5,670	$5,100	$4,535	$3,969	$3,400	$2,835	$2,270	$1,705	$1,135	$570
8 students	$6,480	$5,830	$5,185	$4,536	$3,890	$3,240	$2,590	$1,950	$1,300	$650
9 students	$7,290	$6,570	$5,830	$5,103	$4,375	$3,645	$2,915	$2,190	$1,460	$730
10 students	$8,100	$7,300	$6,480	$5,670	$4,860	$4,050	$3,240	$2,430	$1,620	$810
11 students	$8,910	$8,030	$7,130	$6,237	$5,345	$4,455	$3,565	$2,670	$1,780	$890
12 students	$9,720	$8,760	$7,780	$6,804	$5,830	$4,860	$3,890	$2,920	$1,945	$970

7.3 separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by SWBT and CLEC payment is due 30 days later. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any A class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

7.4 Class dates will based upon SWBT availability and will be coordinated between CLEC, Account Manager and Product Management.

7.5 CLEC agrees to pay cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two weeks prior to the scheduled start date. CLEC agrees to provide to SWBT completed registration forms for each student no later than one week prior to the scheduled training class.

7.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other SWBT or SBC system are strictly prohibited.

7.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize capabilities SWBT's OSS in accordance with this Appendix.

8. Rates

8.1 CLEC requesting access to one or more of the SWBT OSS functions (i.e., pre-ordering, ordering / provisioning, maintenance / repair, billing) agrees to pay the following rate:

System Access	$ 3,345.00 / month

System Access Charge applies for any or all electronic access to OSS functions: pre-ordering, ordering, repair/maintenance, or billing.

8.2 CLEC requesting functions via interfaces that require connection to the Remote Access Facility, as described in section 6, agrees to pay the following rate(s) depending upon on method of access utilized:

Remote Access Facility Access Methods	
Direct Connection Per Port	$ 1,580.00 / month
Dial Up Per Port	$ 316.00 / month

Remote Access Facility Charge applies per port, as required for connectivity to OSS interfaces. The rate applied will be for the first state in which the CLEC establishes the connection and where they first begin live production business operations. The initial port(s) connections may provide System Access to functions for all SWBT states in which the CLEC may do business.

Dial-Up Connection port total will be calculated based on the number of simultaneous phone connections the CLEC will require at one time (e.g. CLEC has 20 employees; they require 10 simultaneous dial-up connections at one time to do business. Therefore, charge for 10 ports would apply).

8.3 CLEC requesting the Bill Plus™, as described in 5.2.1, agrees to pay applicable tariffed rate, less Resale discount.

8.4 CLEC requesting the billing function for Usage Billable Records, as described in 5.2.4 and 5.3.3, agrees to pay $.003 per message transmitted.

8.5 CLEC requesting the Local Disconnect Report, as described in 5.2.5 and 5.3.4, agrees to pay $0.10 per record transmitted.

8.6 Should unforeseen modifications and costs to provision OSS functions become required by SWBT or industry guidelines, or by regulatory rulings, SWBT reserves the right to modify its rate structure. In addition, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by SWBT on an Individual Case Basis (ICB) and priced as such.

9. Effective Date, Term

9.1 Whereas CLEC is currently operational under an existing, approved Interconnection Agreement, this Appendix OSS will be effective, pending commission approval, 10 days after it is filed with the state commission. Alternatively, this Appendix will be effective upon approval by the state commission when it is approved as a part of the Interconnection Agreement.

10. Applicability Of Other Rates, Terms And Conditions

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

APPENDIX
PERFORMANCE MEASUREMENTS

APPENDIX PERFORMANCE MEASUREMENTS

1.0 Introduction

The parties agree that the measurements set forth in this appendix, if met by SWBT, illustrate non-discriminatory access to SWBT's Operations Support Systems (OSS) and cover the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).

The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that SWBT is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

2.0 Reservation of Rights

By agreeing to the performance measurements contained in this agreement, SWBT:

- Does not make any admission regarding the propriety or reasonableness of any mandatory establishment by the PUC of performance penalties or liquidated damages;
- Reserves the right to contest the level of aggregation or disaggregation of data for purpose of assessing any penalties or damages;
- Reserves the right to contend that any damages or penalties approved by the PUC should be the exclusive remedy for any failure of performance and should be viewed only as guidelines, subject to voluntary negotiation by the parties; and,
- Does not admit that an apparent less-than-parity condition reflects discriminatory treatment without further factual analysis.

3.0 Definitions

When used in this Appendix, the following terms will have the meanings indicated:

3.1 Performance Criteria means the target level of SWBT performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that which SWBT achieves for itself in providing equivalent end user service as the Performance Criterion. For certain Performance Measurements, a specific quantitative target has been adopted as the Performance Criterion.

3.2 Performance Measurements means the set of measurements listed in all of section 11.0 of this Appendix.

3.3 Specified Activity means any activity performed under this Appendix as to which a Performance Measurement has been established in this Appendix and SWBT's failure to meet the Performance Criteria could result in the payment of liquidated damages. Each such Specified Activity is listed in section 6.3.

3.4 Specified Performance Breach means the failure by SWBT to meet the Performance Criteria for any Specified Activity listed in section 6.3.

4.0 Specified Performance Standards

4.1 SWBT will meet the Performance Criteria contained in this Appendix, except in those instances where its failure to do so is a result of a) the CLEC's failure to perform any of its obligations set forth in this Agreement, b) any delay, act or failure to act by an end user, agent or subcontractor of the CLEC, c) any Force Majeure Event, or d) for INP, where memory limitations in the switch in the service office cannot accommodate the request.

5.0 Occurrence of a Specified Performance Breach

5.1 In recognition of either: 1) the loss of end user opportunities, revenues and goodwill which a CLEC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a CLEC having available to it end user opportunities similar to those opportunities available to SWBT at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages a CLEC would sustain if a Specified Performance Breach occurs, SWBT agrees to pay the CLEC, subject to Section 6.2 below.

6.0 Liquidated Damages

6.1 The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages the CLEC would sustain if its damages were readily ascertainable; and c) neither Party will be required to provide any proof of the Liquidated Damages.

6.2 Liquidated Damages Payment Plan

Liquidated damages apply only when SWBT performance does not meet the criteria for Performance Measurements for the Specified Activities listed for each category and or service type listed in 6.3 below.

If the Z-test value is greater than the Critical Z, the performance for the reporting category does not meet the criteria or is below standard.

The number of measurements that are allowed not to meet the criteria are shown as K values in the sliding scale (Critical Z – Statistical Table) that is related to the total number of measurements required to be reported to CLEC. Liquidated damages apply to substandard measures that are above the applicable "K" number of exempt measurements and do not result from random variation. None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a CLEC first purchases the type of service or unbundled network element(s) associated with a particular performance measurement.

For measurements that are market area specific and liquidated damages are required, SWBT will generally waive the associated non-recurring or recurring charges per substandard occurrence. For measurements that are not market area specific, such as Billing, Pre-Order and Order Status, the liquidated damage is $10 per occurrence. A measure is subject to liquidated damages only if there are at least 30 occurrences. Measurements with less than 30 occurrences will be reported but are not subject to liquidated damages.

Critical Z - Statistical Table

Number of Performance Measurements	K Values	Critical Z value
70 -79	6	1.68
80 - 89	6	1.74
90 - 99	7	1.71
100 - 109	8	1.68
110 -119	9	1.7
120 - 139	10	1.72
140 - 159	12	1.68
160 - 179	13	1.69
180 - 199	14	1.7
200 - 249	17	1.7
250 - 299	20	1.7
300 - 399	26	1.7

400 - 499	32	1.7
500 - 599	38	1.72
600 - 699	44	1.72
700 - 799	49	1.73
800 - 899	55	1.75
900 - 999	60	1.77
1000 and above	60	1.79

6.3 Liquidated damages for a Specified Performance Breach, as defined above, will only apply to the Specified Activities listed for each category and or service type below:

6.3.1 Pre-Ordering

6.3.1.1 Specified Activity - Average response time for OSS Pre-Order Interfaces

6.3.1.2 Specified Activity - OSS Interface Availability

6.3.2 Ordering and Provisioning

6.3.2.1 POTS

6.3.2.1.1 Specified Activity - Average installation interval

6.3.2.1.2 Specified Activity - Percent SWBT Caused Missed Due Dates

6.3.2.1.3 Specified Activity - Delay Days for Company Missed Due Dates

6.3.2.2 Specials

6.3.2.2.1 Specified Activity - Average installation interval

6.3.2.2.2 Specified Activity - Percent SWBT Caused Missed Due Dates

6.3.2.2.3 Specified Activity - Delay Days for Company Missed Due Dates

6.3.2.3 UNEs

6.3.2.3.1 Specified Activity - Average installation interval

6.3.2.3.2 Specified Activity - Percent SWBT Caused Missed Due Dates

6.3.2.3.3 Specified Activity - Delay Days For Company Missed Due Dates

6.3.2.2 Order Accuracy

6.3.2.2.1 Specified Activity - Percent POTS Installation Reports Within 10 Days

6.3.2.2.2 Specified Activity - Percent Specials Installation Reports Within 30 Days

6.3.2.2.3 Specified Activity - Percent UNE Installation Reports Within 30 Days

6.3.2.3 Order Status

6.3.2.3.1 Specified Activity - Percent Firm Order Completions Received Within "X" Hours where "X" is the specified time frame from receipt of valid service request to return of confirmation to CLEC.

6.3.2.3.2 Specified Activity - Percent Mechanized Rejects Returned Within 1 Hour of the start of the EDI/LASR batch process

6.3.2.3.3 Specified Activity - Percent Mechanized Completion Notices returned within one hour of successful execution of the SORD (BU340) batch cycle

6.3.3 Maintenance/Repair

6.3.3.1 POTS

6.3.3.1.1 Specified Activity - Mean Time To Restore/Receipt To Clear
6.3.3.1.2 Specified Activity - Percent Out of Service < 24 Hours
6.3.3.1.3 Specified Activity - Repeated Trouble Reports Within 10 Days
6.3.3.1.4 Specified Activity - Customer Trouble Report Rate
6.3.3.1.5 Specified Activity - Percent Missed Repair Commitments

6.3.3.2 Specials

6.3.3.2.1 Specified Activity - Mean Time to Restore/Receipt To Clear
6.3.3.2.2 Specified Activity - Repeated Trouble Reports Within 30 Days
6.3.3.2.3 Specified Activity - Customer Trouble Report Rate

6.3.3.3 UNEs

6.3.3.3.1 Specified Activity - Mean Time to Restore/Receipt To Clear
6.3.3.3.2 Specified Activity - Percent Out of Service < 24 Hours
6.3.3.3.3 Specified Activity - Repeated Trouble Reports Within 30 Days
6.3.3.3.4 Specified Activity - Customer Trouble Report Rate
6.3.3.3.5 Specified Activity - UNEs Percent Missed Repair Commitments

6.4 Interconnection Trunks

6.4.1 Specified Activity - Percent Interconnection Trunk Blockage

6.5 Billing

6.5.1 Specified Activity - Percent Billing Records Transmitted Correctly
6.5.2 Specified Activity - Billing Completeness

7.0 Limitations

7.1 In no event will SWBT be liable to pay the Liquidated Damages if SWBT's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means: a) a failure by a CLEC to perform any of its obligations set forth in this Agreement; b) any delay, act or failure to act by an end user,

agent or subcontractor of the CLEC ; c) any Force Majeure Event; d) for Out of Service Repairs for unbundled Loops, where either Party lacks automatic testing capability; or e) for INP, where memory limitations in the switch in either Party serving office cannot accommodate the request. If a Delaying Event (i) prevents a Party from performing a Specified Activity, then such Specified Activity will be excluded from the calculation of SWBT's compliance with the Performance Criteria, or (ii) only suspends SWBT's ability to timely perform the Specified Activity, the applicable time frame in which SWBT's compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

8.0 Sole Remedy

8.1 The liquidated damages shall be the sole and exclusive remedy of CLEC for SWBT's breach of the Performance Criteria or a Specified Performance Breach as described in this Appendix and shall be in lieu of any other damages or credit CLEC might otherwise seek for such breach of the Performance Criteria or a Specified Performance Breach through any claim or suit brought under any contract or tariff.

9.0 Records and Reports

9.1 SWBT will not levy a separate charge for provision of the data to CLEC called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

9.2 Reports are to be made available to the CLEC by the 20th day following the close of the calendar month. If the 20th falls on a weekend or holiday, the reports will be made available the next business day.

9.3 CLEC will have access to monthly reports through an interactive Website.

9.4 SWBT will provide credits for the associated liquidated damages within 30 days after reporting the measurement for apparent out of parity situations. However, SWBT reserves the right to analyze any apparent out of parity measure. If the analysis of the apparent out of parity condition reflects that SWBT's service in fact has been in parity, SWBT will not be liable for liquidated damages or penalties of any sort whatsoever. If SWBT has already applied a credit to CLEC's account, SWBT may offset future damages incurred in connection with any breach of specified performance. If analysis indicates that a prior apparent out of parity condition was due to either CLEC acts or omissions or due to any other reason outside the control of SWBT, then SWBT may offset future damages incurred in connection with any breach of specified performance.

9.5 CLEC and SWBT will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that CLEC requests such consultation and the

issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then SWBT will allow CLEC to have an independent audit conducted, at CLEC's expense, of SWBT's performance measurement data collection, computing, and reporting processes. The auditor will enter into an appropriate non-disclosure agreement. CLEC may not request more than one audit per twelve calendar months under this section. This section does not modify CLEC's audit rights under other provisions of this Agreement.

9.6 SWBT will submit a Corrective Action Plan to remedy performance disparity to the CLEC within 90 days from the date of identification of occurrence of non-parity performance.

SWBT will commence the implementation of the Corrective Action Plan as soon as possible based on the nature of the required changes.

9.7 Should SWBT at some future date purchase local services from CLEC, the Parties will negotiate performance measurements to be provided to SWBT.

10.0 Initial Implementation; Data Review

10.1 The Parties agree that none of the liquidated damages provisions nor the requirement to provide a Corrective Action Plan set forth in this Appendix will apply during the first three months after CLEC first purchases the type of service or unbundled network element(s) associated with a particular Performance Measurement. During this three month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

10.2 The Parties agree to revise the Performance Criterion for a Performance Measurement whenever a sufficient quantity of performance data indicate that SWBT's performance for itself on a particular measurement does not closely enough approximate a normal distribution curve to make use of standard deviation measurements reasonable.

11.0 Performance Measurements

SWBT will provide the following Performance Measurements under this Agreement:

11.1 Pre-Ordering/Ordering

11.1.1 Measurement - Average Response Time For OSS Pre-Order Interfaces
Definition - The average response time in seconds from the SWBT side of the Remote Access Facility (RAF) and return for pre-order interfaces (Verigate and DataGate) by function.

Calculation - Σ[(Query Response Date & Time) - (Query Submission Date & Time)]/(Number of Queries Submitted in Reporting Period)
Report Structure - Reported on a company basis by interface for DATAGATE and VERIGATE.

- **Benchmark:**
- **Address Verification**

Datagate: 80%≤ 5 sec 90%≤ 7 sec
Verigate: 80%≤ 5 sec 90% ≤ 7 sec

- **Request For Telephone Number**

Datagate: 80%≤ 4 sec 90%≤ 6 sec
Verigate: 80%≤ 4 sec 90% ≤ 6 sec

- **Request For Customer Service Record (CSR)**

Datagate: 80%≤ 6 sec 90%≤ 8 sec
Verigate: 80%≤ 7 sec 90% ≤10 sec

- **Service Availability**

Datagate: 80%≤ 3 sec 90%≤ 5 sec
Verigate: 80%≤ 11 sec 90% ≤13 sec

- **Service Appointment Scheduling (Due Date)**

Datagate: 80%≤ 2 sec 90%≤ 3 sec
Verigate: 80%≤ 2 sec 90% ≤ 3 sec

- **Dispatch Required.**

Datagate: 80%≤ 17 sec 90%≤ 19 sec
Verigate: 80%≤ 17sec 90% ≤ 19 sec

11.1.2 **Measurement** - EASE Average Response Time
Definition - Average screen to screen response from the SWBT side of the Remote Access Facility (RAF) and return
Calculation - Σ[(Query Response Date & Time) - (Query Submission Date & Time)]÷ (Number of Queries Submitted in Reporting Period)
Report Structure - Reported for all CLECs and SWBT by division name (CPU platform)
Benchmark - Equal to SWBT's own

11.1.3 **Measurement** - OSS Interface Availability
Definition - Percent of time OSS interface is available compared to scheduled availability
Calculation - ((# scheduled system available hours - unscheduled unavailable system hours) ÷ scheduled system available hours)) * 100
Report Structure - Reported on a company basis by interface e.g. EASE, DATAGATE, VERIGATE, LEX, EDI and TOOLBAR. The RAF will be reported by CLEC
Benchmark - 99%

11.1.4 **Measurement** - % Firm Order Confirmations (FOCs) Received Within "X" Hours

Definition - Percent of FOCs returned within a specified time frame from receipt of service requests to return of confirmation to CLEC
All Res. And Bus. < 24 Hours
Complex Business - Negotiated
UNE Loop (1-49 Loops) < 24 Hours
UNE Loop (> 50 Loops) < 48 Hours
Switch Ports < 24 Hours.

Calculation - (# FOCs returned within "X" hours ÷ total FOCs sent) * 100.

Report Structure - Reported for CLEC and all CLECs. This includes mechanized from EDI and LEX and manual (FAX or phone orders). The FOC for EASE is considered to be at the time the due date is negotiated and is not included in the calculation.

Benchmark - 90% within "X" hours

11.1.5 **Measurement** - Average Time To Return FOC

Definition - The average time to return FOC from receipt of service order to return of confirmation to CLEC

Calculation - Σ[(Date and Time of FOC) - (Date and Time of Order Acknowledgment)]÷ (# of FOCs)

Report Structure - Reported for CLEC and all CLECs

Benchmark - 90% within "X" hours

11.1.6 **Measurement** - Percent Mechanized Completions Returned Within 1 Hour Upon The Successful Execution Of The SORD (BU340) Batch Cycle Which Updates The Order Status, Indicating A Completion Notice. The batch process executes at the following times: 9:00 AM, 12:00 noon, 3:00 PM, 6:00 PM, 10:30 PM.

Definition - % mechanized completions returned within 1 hour for EDI and LEX

Calculation - (# mechanized completions returned to CLEC within 1 hour ÷ total completions) * 100

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX). The 1 hour interval above is subject to change as the EDI polling time frame changes

Benchmark - 97%

11.1.7 **Measurement** - Average Time to Return Mechanized Completions

Definition - Average time required to return a mechanized completion

Calculation – Sum [(Date and Time of Notice Of Completion Issued to the CLEC) -(Date and Time of Work Completion)]÷(# of Orders Completed).

Report Structure - Reported on CLEC and all CLECs for the electronic interfaces (EDI and LEX). The 1 hour interval is subject to change as the EDI polling time frame changes

Benchmark - 97%

11.1.8 **Measurement** - Percent Rejects
Definition - The number of rejects compared to the issued orders for the electronic interfaces (EDI, RMI and LEX)
Calculation - (# of rejects ÷ total orders issued) * 100
Report Structure - Reported on CLEC and all CLECs for the electronic interfaces (EDI and LEX)
Benchmark - Not required (Diagnostic)

11.1.9 **Measurement** - Percent Mechanized Rejects Returned Within 1 Hour Of The Start Of The EDI/LASR Batch Process
Definition - Percent mechanized rejects returned within 1 hour of the start of the EDI/LASR batch process. The EDI and LASR processes execute every two hours between 6:00 A.M. and 12:00 A.M
Calculation - (# mechanized rejects returned within 1 hour ÷ total rejects) * 100
Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX
Benchmark - 97% within 1 hour of PON

11.1.10 **Measurement** - Mean Time to Return Mechanized Rejects
Definition - Average time required to return a mechanized reject
Calculation - Σ[(Date and Time of Order Rejection) - (Date and Time of Order Acknowledgment)]÷ (# of Orders Rejected)
Report Structure - Reported on CLEC and all CLECs for the electronic interfaces (EDI and LEX)
Benchmark - 97% within 1 hour of PON

11.1.11 **Measurement** - Mechanized Provisioning Accuracy
Definition - Percent of mechanized orders completed as ordered
Calculation - (# of orders completed as ordered ÷ total orders) * 100
Report Structure - Reported by individual CLEC, CLECs and SWBT
Benchmark - Equal to SWBT's own

11.1.12 **Measurement** - Order Process Percent Flow Through
Definition - Percent of orders or LSRs from entry to distribution that progress through SWBT ordering systems excluding rejects
Calculation - (# of "good" orders that flow through ÷ total orders) * 100
LASR orders that flow through are those orders that go to the mechanized order generation (MOG). Total orders are the sum or orders that go to the MOG and those that go to folders for manual handling. EASE orders that flow through are those orders that are issued by using the PF11 key and do not go to the error queue. The total orders are all PF11 issued orders.
Report Structure - Reported by individual CLEC, CLECs and SWBT for CLEC typed orders and LSC typed orders
Benchmark - Equal to SWBT's own

11.2 Billing

11.2.13 **Measurement** - Billing Accuracy
Definition - SWBT performs three bill audits to ensure the accuracy of the bills rendered to its customers: CRIS, CABS and toll/usage. A sample of customer accounts is selected on the basis of USOCs and classes of service using CIDB. The purpose of this audit is to assure that the monthly bill sent to the CLECs whether it is resale or unbundled services is accurate according to the rating of the USOCs and classes of service. For all accounts that are audited, the number of bills that have been released prior to correction are counted as an error.
Calculation - (# of bills not corrected prior to bill release ÷ total bills audited) * 100
Report Structure - Reported for aggregate of all CLECs and SWBT for the CRIS, CABS and Usage bill audits
Benchmark - Equal to SWBT's own

11.2.14 **Measurement** - Percent of Accurate And Complete Formatted Mechanized Bills
Definition - Measurements the % of monthly bills sent to the CLECs via the mechanized EDI process that are accurate and complete. If an error is found, a decision must be made to correct the error before the bill is rendered and jeopardize timeliness or to send the bill out on time and in error.
Calculation - (Count of accurate and complete formatted mechanized bills via EDI ÷ total # of mechanized bills via EDI) * 100
Report Structure - Reported for CLEC and all CLECs
Benchmark - 99%

11.2.15 **Measurement** - Percent Of Billing Records Transmitted Correctly
Definition - Measurements % of billing records transmitted correctly on the usage extract feed. Usage records are sent to the CLEC each day containing information to enable the CLEC to more promptly bill their own customers. Controls and edits within the billing system uncover certain types of errors which are likely to appear on the usage records. When these errors are uncovered, a new release of the program will be written to insure that the error does not occur again. Thus, an error that is reported in one month should not occur the next month because the billing program error would have fixed by the next month.
Calculation - (Count of billing records transmitted correctly ÷ total billing records transmitted) * 100
Report Structure - Reported for CLEC and all CLECs
Benchmark - 95%

11.2.16 **Measurement** - Billing Completeness
Definition - Percent of service orders that are posted in the CRIS or CABS billing systems prior to the customers bill period

Calculation - (Count of service orders included in current applicable bill period ÷ total service orders in current applicable bill period) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

11.2.17 Measurement - Billing Timeliness (Wholesale Bill)
Definition - Billing timeliness measurements the length of time from message creation to the time it is made available to the CLECs. Data is collected from a transmission report obtained each month from CIDB. A mechanized bill will be considered timely if it is sent by midnight of the 6th work day after the end of the bill period. Since paper bills are handled via the same process that SWBT uses for paper distribution no measurement is provided.
Calculation - (Count of bills released on time ÷ total number of bills released) * 100
Report Structure - Reported for CLEC and all CLECs
Benchmark - 95% within the 6th work day

11.2.18 **Measurement** - Daily Usage Feed Timeliness
Definition - Usage information is sent to the CLECs on a daily basis. This usage data must be sent to the CLEC within 6 days in order to be considered timely.
Calculation - (Number of usage feeds transmitted on time ÷ total number of usage feeds) * 100
Report Structure - Reported for CLEC and all CLECs
Benchmark - 95% within the 6th work day

11.2.19 **Measurement** - Unbillable Usage
Definition - The percent usage data that is unbillable. For CRIS billing, the total dollars for AMA/ECS write off is divided by the total CRIS AMA/ECS billing. For CABS, the total CABS uncollectible dollars are divided by total CABS billing.
Calculation - (Total unbillable usage ÷ total usage) * 100
Report Structure - Reported for the aggregate of SWBT and CLECs
Benchmark - Not required (Aggregate measurement)

11.3 Miscellaneous Administrative

11.3.20 **Measurement** - LSC Average Speed Of Answer
Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative
Calculation - Total queue time ÷ total calls
Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail
Benchmark - Equal to SWBT's own

11.3.21 **Measurement** - LSC Grade Of Service (GOS)
Definition - % of calls answered by the LSC within a specified period of time
Calculation - Total number of calls answered by the LSC within a specified period of time ÷ total number of calls answered by the LSC
Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (RSC and BSC)
Benchmark - Equal to SWBT's own

11.3.22 **Measurement** - Percent Busy in the LSC
Definition - Percent of calls which are unable to reach the Local Service Center due to a busy condition in the ACD
Calculation - (Count of blocked calls ÷ total calls offered) * 100
Report Structure - Reported for all CLECs and SWBT
Benchmark - Equal to SWBT's own

11.3.23 **Measurement** - LOC Average Speed Of Answer
Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative
Calculation - Total queue time ÷ total calls
Report Structure - Reported for all calls to the LOC for all CLECs and SWBT retail
Benchmark - Equal to SWBT's own

11.3.24 **Measurement** - LOC Grade Of Service (GOS)
Definition - % of calls answered by the LOC within a specified period of time
Calculation - Total number of calls answered by the LOC within a specified period of time ÷ total number of calls answered by the LOC
Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (Repair Bureau)
Benchmark - Equal to SWBT's own

11.3.25 **Measurement** - Percent Busy in the LOC
Definition - Percent of calls which are unable to reach the Local Operations Center due to a busy condition in the ACD
Calculation - (Count of blocked calls ÷ total calls offered) * 100
Report Structure - Reported for all CLECs and SWBT
Benchmark - Equal to SWBT's own

11.4 POTS - Provisioning

11.4.26 **Measurement** - Mean Installation Interval
Definition - Average business days from application date to completion date for

N,T,C orders excluding customer caused misses and customer requested due dates that are earlier or greater than 5 business days

Calculation - [Σ(completion date - application date)]÷ (Total number of orders completed)

Report Structure - Reported for CLEC, all CLECs and SWBT, by Field Work (FW), No Field Work (NFW), Business and Residence

Benchmark - Equal to SWBT's own

11.4.27 **Measurement** - Percent Installations Completed Within "X" Business Days (POTS)

Definition - Measure of orders completed within "X" business days, 5 business days for FW and 3 business days for NFW, of receipt of confirmed service order for POTS resale service excluding orders where customer requested a due date greater than "X" business days and excluding orders with only customer caused misses

Calculation - (Count of N,T,C orders installed within business 5 days ÷ total N,T,C orders) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence

Benchmark - Equal to SWBT's own

11.4.28 **Measurement** - Percent SWBT Caused Missed Due Dates

Definition - Percent of N,T,C orders where installation was not completed by the due date, excluding customer caused misses

Calculation - (Count of N,T,C orders not completed by the due date, excluding customer caused misses ÷ total number of N,T,C orders) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence

Benchmark – Equal to SWBT's own

11.4.29 **Measurement** - Percent SWBT Missed Due Dates Due To Lack Of Facilities

Definition - Percent N,T,C orders with missed committed due dates due to lack of facilities

Calculation - (Count of N,T,C orders with missed committed due dates due to lack of facilities ÷ total N,T,C orders) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS Reported for > 30 calendar days & > 90 calendar days (Calculated monthly based on posted orders)

Benchmark - Equal to SWBT's own

11.4.30 **Measurement** - Delay Days For Missed Due Dates Due To Lack Of Facilities

Definition - Average calendar days from due date to completion date on company missed orders due to lack of facilities

Calculation - Σ(Completion date - committed order due date)÷(# of posted orders)
Report Structure - Reported for CLEC, all CLECs and SWBT Retail POTS
Benchmark - Equal to SWBT's own

11.4.31 **Measurement** - Delay Days for SWBT Caused Missed Due Dates
Definition - Average calendar days from due date to completion date on company missed orders
Calculation - Sum(Completion date - committed order due date) ÷ (# of posted orders)
Report Structure - Reported for CLEC, all CLECs and SWBT Retail POTS, UNE Loop and Port Combinations where SWBT does the combining
Benchmark - Equal to SWBT's own

11.4.32 **Measurement** - Percent SWBT Caused Missed Due Dates > 30 Days
Definition - Percent of N,T, C orders where installation was completed >30 days following the due date, excluding customer caused misses
Calculation - (Count of N, T, C orders completed > 30 days following the due date, excluding customer caused misses ÷ total number of N, T, C orders) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT for Resold POTS and UNE Loop and Port Combinations where SWBT does the combining
Benchmark - Equal to SWBT's own

11.4.33 **Measurement** - Count of Orders Canceled After the Due Date (SWBT Caused)
Definition - Orders canceled after the due date caused by SWBT
Calculation - (1-30, 31-90, and >90 ÷ count of canceled orders)
Report Structure - Reported for individual CLECs and the aggregate of all CLECs
Benchmark - Not required (Diagnostic)

11.4.34 **Measurement** - Percent Trouble Reports Within 10 Days Of Install
Definition - Percent of N,T,C orders that receive a network customer trouble report not caused by CPE or wiring within 10 calendar days of service order completion excluding subsequent reports and all disposition code "13" reports (excludable reports)
Calculation - (Count of N, T, C orders that receive a network customer trouble report within 10 calendar days of service order completion ÷ total N,T,C orders (excludes trouble reports received on the due date)) * 100
Report Structure - Reported for POTS Resale by CLEC, total CLECs and SWBT retail by Field Work (FW), No Field Work (NFW) business and residence
Benchmark - Equal to SWBT's own

11.5 POTS - Maintenance

11.5.35 **Measurement** - Trouble Report Rate
Definition - The number of customer trouble reports not caused by CPE or wiring, CPE and disposition code "13" reports within a calendar month per 100 lines
Calculation - [Total number of customer trouble reports ÷ (total lines ÷100)].
Report Structure - Reported for POTS Resale trouble reports by CLEC, all CLECs and SWBT retail (valid for line counts of 300,000 or greater)
Benchmark - Equal to SWBT's own

11.5.36 **Measurement** - Percent Missed Repair Commitments
Definition - Percent of trouble reports not cleared by the commitment time, excluding disposition code "13" reports
Calculation - (Count of trouble reports not cleared by the commitment time for company reasons ÷ total trouble reports) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch
Benchmark - Equal to SWBT's own

11.5.37 **Measurement** - Receipt To Clear Duration
Definition - Average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared with the customer excluding subsequent, and all disposition code "13" reports (excludable)
Calculation - Σ[(Date and time ticket is cleared with customer) - (Date and time ticket received)] ÷ total customer network trouble reports
Report Structure - Reported for POTS Resale trouble reports by CLEC, all CLECs and SWBT retail for Out of Service and Affecting Service by Dispatch and No-Dispatch
Benchmark - Equal to SWBT's own

11.5.38 **Measurement** - Percent Out Of Service (OOS) < 24 Hours
Definition - Percent of OOS trouble reports cleared in less than 24 hours excluding subsequents, tickets received on Saturday or Sunday, no access and all disposition code "13" reports (excludable)
Calculation - (Count of OOS trouble reports < 24 hours ÷ total number of OOS trouble reports) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT retail
Benchmark - Equal to SWBT's own

11.5.39 **Measurement** - Percent Repeat Reports
Definition - Percent of customer trouble reports received within 10 calendar days of a previous customer report that were not caused by CPE or wiring excluding subsequent reports and all disposition code "13" reports (excludable)

Calculation - (Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within 10 calendar days of a previous customer report ÷ total customer trouble reports not caused by CPE or wiring and excluding subsequent reports) * 100
Report Structure - Reported by CLEC, all CLECs and SWBT retail
Benchmark - Equal to SWBT's own

11.6 Specials - Provisioning

11.6.40 **Measurement** - Average Installation Interval
Definition - Average business days from application date to completion date for N,T,C orders by item. Excludes customer caused misses and customer requested due dates that are earlier or greater than "X" business days
Calculation - [Σ(completion date - application date)]÷(total number of orders completed)
Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN and any other services available for resale
Benchmark - Equal to SWBT's own

11.6.41 **Measurement** - Percent Installations Completed Within "X" Business Days
Definition - Percent installations completed within "X" business days excluding customer caused misses and customer requested due date greater than "X" business days
Calculation - (Count of N,T,C orders by item installed within business "X" business days ÷ total N,T,C orders by item) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN and any other services available for resale
Benchmark - Equal to SWBT's own

11.6.42 **Measurement** - Percent SWBT Caused Missed Due Dates
Definition - Percent of N,T,C orders where installations were not completed by the negotiated due date excluding customer caused misses
Calculation - (Count of N,T,C orders by item with missed due dates excluding customer caused misses ÷ total number of N,T,C orders by item) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3,Voice Grade Private Line (VGPL) and ISDN and any other services available for resale
Benchmark - Equal to SWBT's own

11.6.43 **Measurement** - Percent Installation Reports Within 30 Days (I-30)
Definition - Percent of N,T,C orders by item that receive a network customer trouble report within 30 calendar days of service order completion

Calculation - (Count of N,T,C orders by item that receive a network customer trouble report within 30 calendar days of service order completion ÷ total N,T,C orders by item (excludes trouble reports received on the due date)) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN and any other services available for resale
Benchmark - Equal to SWBT's own

11.6.44 **Measurement** - Percent SWBT Missed Due Dates Due To Lack Of Facilities
Definition - Percent N,T,C orders by item with missed committed due dates due to lack of facilities
Calculation - (Count of N,T,C orders by item with missed committed due dates due to lack of facilities ÷ total N,T,C orders by item) * 100
Report Structure - Reported for Specials Resale by CLEC, all CLECs and SWBT Retail Reported for > 30 calendar days & > 90 calendar days
Benchmark - Equal to SWBT's own

11.6.45 **Measurement** - Delay Days For Missed Due Dates Due To Lack Of Facilities
Definition - Average calendar days from due date to completion date on company missed orders due to lack of facilities
Calculation - Σ(Completion date - Committed order due date)÷ (# of completed orders)
Report Structure - Reported for CLEC, all CLECs and SWBT Retail Specials
Benchmark – Equal to SWBT's own

11.6.46 **Measurement** - Delay Days for SWBT Caused Missed Due Dates
Definition - Average calendar days from due date to completion date on company missed orders
Calculation - Sum (Completion date - committed order due date) ÷ (# of posted orders)
Report Structure - Reported for CLEC, all CLECs and SWBT Retail Specials
Benchmark – Equal to SWBT's own

11.6.47 **Measurement** - Percent SWBT Caused Missed Due Dates >30 Days
Definition - Percent of N, T, C orders where installation was completed > 30 days following the due date, excluding customer caused misses
Calculation - (Count of N, T, C orders completed > 30 days following the due date, excluding customer caused misses ÷ total number of N, T, C orders) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT for Retail Specials
Benchmark - Equal to SWBT's own

11.6.48 **Measurement** - Count Of Orders Canceled After The Due Date (SWBT Caused)
Definition - Orders canceled after the due date which were caused by SWBT

Calculation - (1-30, 31-90, and >90 ÷ the count of canceled orders)
Report Structure - Reported for individual CLECs and the aggregate of all CLECs
Benchmark - Not required (Diagnostic)

11.7 Specials - Maintenance

11.7. 49 **Measurement** - Mean Time To Restore
Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance
Calculation - Σ[(Date and time trouble report is cleared with the customer) - (date and time trouble report is received)] ÷ total network customer trouble reports
Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN and any other services available for resale
Benchmark - Equal to SWBT's own

11.7.50 **Measurement** - Percent Repeat Reports
Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report
Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report ÷ total network customer trouble reports.) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN and any other services available for resale
Benchmark - Equal to SWBT's own

11.7.51 **Measurement** - Failure Frequency
Definition - The number of network customer trouble reports within a calendar month per 100 circuits
Calculation - [Count of network trouble reports ÷ (Total Resold circuits ÷100)]
Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN and any other services available for resale
Benchmark - Equal to SWBT's own

11.8 UNE - Provisioning

11.8.52 **Measurement** - Average Installation Interval
Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date that are earlier or greater than "X" business days. The "X" business days is

determined based on quantity of UNE loops ordered and the associated standard interval.

Calculation - [Σ(completion date - application date)]÷ (total number of orders completed)

Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule

Benchmark - 80% within "X" business days

11.8.53 **Measurement** - Percent Installations Completed Within "X" Business Days

Definition - Percent installations completed within "X" business days excluding customer caused misses and customer requested due dates that are earlier or greater than "X" business days

Calculation - (Count of N,T,C orders installed within business "X" business days ÷ total N,T,C orders) * 100

Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule

Benchmark - 80% within "X" business days

11.8.54 **Measurement** - Percent SWBT Caused Missed Due Dates

Definition - Percent of UNE N,T,C orders where installations are not completed by the negotiated due date excluding customer caused misses

Calculation - (Count of N,T,C orders with missed due dates excluding customer caused misses ÷ total number of UNE N,T,C orders) *100

Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule

Benchmark - Equal to SWBT's own

11.8.55 **Measurement** - Percent Installation Reports Within 30 Days (I-30)

Definition - Percent UNE N, T, C orders by item that receive a network customer trouble report within 30 calendar days of service order completion

Calculation - (Count of UNE N, T, C orders by item that receive a network customer trouble report within 30 calendar days of service order completion ÷ total UNE N,T,C orders by item (excludes trouble reports received on the due date)) * 100

Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule

Benchmark - Equal to SWBT's own

11.8.56 **Measurement** - Percent Missed Due Dates Due To Lack Of Facilities

Definition - Percent N,T,C orders with missed committed due dates due to lack of facilities

Calculation - (Count of N,T,C orders with missed committed due dates due to lack of facilities ÷ total N,T,C orders) * 100.

Report Structure - Reported for all UNEs contained in the UNE price schedule by CLEC, all CLECs Reported for > 30 calendar days & > 90 calendar days
Benchmark – Equal to SWBT's own

11.8.57 **Measurement** - Delay Days For Missed Due Dates Due To Lack Of Facilities
Definition - Average calendar days from due date to completion date on company missed orders due to lack of facilities
Calculation - Σ(Completion date - committed order due date)÷ (# of completed orders)
Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

11.8.58 **Measurement** - Average Delay Days for SWBT Missed Due Dates
Definition - Average calendar days from due date to completion date on company missed orders
Calculation - Sum (Completion date - committed order due date) ÷ (# of posted orders)
Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

11.8.59 **Measurement** - Percent SWBT Caused Missed Due Dates > 30 Days
Definition - Percent of N, T, C orders where installation was completed > 30 days following the due date, excluding customer caused misses
Calculation - (Count of N, T, C orders completed > 30 days following the due date, excluding customer caused misses ÷ total number of N, T, C orders) * 100
Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

11.8.60 **Measurement** - Count Of Orders Canceled After The Due Date (SWBT Caused)
Definition - Orders canceled after the due date that were SWBT caused
Calculation - (1-30, 31-90, and >90 ÷ the count of canceled orders)
Report Structure - Reported for individual CLECs and the aggregate of all CLECs
Benchmark - Not required (Diagnostic)

11.9 UNE -Maintenance

11.9.61 **Measurement** - Trouble Report Rate
Definition - The number of network customer trouble reports within a calendar month per 100 UNEs (excludes cross connects without remote test access)
Calculation - [Count of network trouble reports ÷ (total UNEs ÷ 100)].

Report Structure - Reported for CLEC, all CLECs and SWBT for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

11.9.62 **Measurement** - Percent Missed Repair Commitments
Definition - Percent of trouble reports not cleared by the commitment time for company reasons (excludes cross connects without remote test access)
Calculation - (Count of trouble reports not cleared by the commitment time for company reasons ÷ total trouble reports) * 100
Report Structure - Reported for each CLEC, all CLECs and SWBT for "POTS type" loops (2-Wire Analog 8dB Loop)
Benchmark - Equal to SWBT's own

11.9.63 **Measurement** - Mean Time To Restore
Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance (excludes cross connects without remote test access)
Calculation - Σ[(Date and time trouble report is cleared with the customer) - (date and time trouble report is received)] ÷ total network customer trouble reports)
Report Structure - Reported for CLEC, all CLECs and SWBT for UNEs contained in the UNE price schedule by dispatch and no dispatch
Benchmark - Equal to SWBT's own

11.9.64 **Measurement** - Percent Out Of Service (OOS) < 24 Hours
Definition - Percent of OOS trouble reports cleared in less than 24 hours (excludes cross connects without remote test access)
Calculation - (Count of UNE OOS trouble reports < 24 hours ÷ total number of UNE OOS trouble reports) * 100
Report Structure - Reported for CLEC, CLECs and SWBT by "POTS like" loop (2-Wire Analog 8dB Loop)
Benchmark - Equal to SWBT's own

11.9.65 **Measurement** - Percent Repeat Reports
Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report (excludes cross connects without remote test access)
Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report ÷ total network customer trouble reports) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

11.10 Interconnection Trunks

11.10.66 **Measurement** - Percent Trunk Blockage

Definition - Percent of calls blocked on outgoing traffic from SWBT end office to CLEC end office and from SWBT tandem to CLEC end office

Calculation - (Count of blocked calls ÷ total calls offered) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT. The SWBT end office to CLEC end office and SWBT tandem to CLEC end office trunk blockage will be reported separately.

Benchmark - Equal to SWBT's own

11.10.67 **Measurement** - Common Transport Trunk Blockage

Definition - Percent of local common transport trunk groups exceeding 2% blockage

Calculation - (Number of common transport trunk groups exceeding 2% blocking ÷ total common transport trunk groups) * 100

Report Structure - Reported on local common transport trunk groups

Benchmark - Not required (Aggregate measurement)

11.10.68 **Measurement** - Distribution Of Common Transport Trunk Groups Exceeding 2%

Definition - A distribution of trunk groups exceeding 2% reflecting the various levels of blocking

Calculation - The number of trunk groups exceeding 2% will be shown in histogram form based on the levels of blocking

Report Structure - Reported on local common transport trunk groups

Benchmark - Not required (Aggregate measurement)

11.10.69 **Measurement** - Percent Missed Due Dates

Definition - Percent trunk order due dates missed on interconnection trunks

Calculation - (Count trunk order orders missed ÷ total trunk orders) * 100

Report Structure - Reported for CLEC, all CLECs and SWBT

Benchmark - Equal to SWBT's own

11.10.70 **Measurement** - Delay Days For Missed Due Dates

Definition - Average calendar days from the due date to completion date on company missed interconnection trunk orders

Calculation – Sum (Completion date - committed order due date) ÷ (# of completed trunk orders)

Report Structure - Reported for CLEC, all CLECs and SWBT for interconnection trunks

Benchmark - Equal to SWBT's own

11.10.71 **Measurement** - Percent SWBT Caused Missed Due Dates > 30 Days
Definition - Percent of N, T, C orders where installation was completed >30 days following the due date, excluding customer caused misses
Calculation - (Count of interconnection trunk orders completed >30 days following the due date, excluding customer caused misses ÷ total number of interconnection trunk orders) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT for interconnection trunks
Benchmark - Equal to SWBT's own

11.10.72 **Measurement** - Average Trunk Restoration Interval
Definition - Average time to repair interconnection trunks
Calculation - Total trunk outage duration ÷ total trunk trouble reports
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

11.10.73 **Measurement** - Percent Interconnection Trunks Repaired Within 24 Hours
Definition - The percent of interconnection trunks restored within 24 hours of being reported to SWBT by the CLEC
Calculation - (Number of interconnection trunks repaired within 24 hours ÷ total interconnection trunks repaired) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

11.10.74 **Measurement** - Average Interconnection Trunk Installation Interval
Definition - The average time from receipt of a complete and accurate ASR until the completion of the trunk order
Calculation - Sum (Completion date of the trunk order - receipt of complete and accurate ASR) ÷ total trunk orders
Report Structure - Reported by CLEC, all CLECs and comparable SWBT trunks disaggregated by interconnection trunks, SS7 links, OS/DA and 911 trunks
Benchmark - Equal to SWBT's own

11.10.75 **Measurement** - Standard Deviation Of Interconnection Trunk Installation Interval
Definition - Measure of the variation of the installation intervals around the mean installation interval
Calculation - sqrt[Sum(individual installation interval - mean installation interval)^2 ÷ (number of orders in the sample - 1)]
Report Structure - Reported by CLEC, all CLECs and comparable SWBT trunks disaggregated by interconnection trunks, SS7 links, OS/DA and 911 trunks
Benchmark - Equal to SWBT's own

11.11 DIRECTORY ASSISTANCE (DA) AND OPERATOR SERVICES (OS)

11.11.76 **Measurement** - Directory Assistance Grade Of Service
Definition - % of directory assistance calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0 , > 20.0, and > 25.0 seconds
Calculation - Calls answered within "X" seconds ÷ total calls answered
Report Structure - Reported for the aggregate of SWBT and CLECs
Benchmark - Not required (Aggregate measurement)

11.11.77 **Measurement** - Directory Assistance Average Speed Of Answer
Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative
Calculation - Total queue time ÷ total calls
Report Structure - Reported for the aggregate of SWBT and CLECs
Benchmark - Not required (Aggregate measurement)

11.11.78 **Measurement** - Operator Services Grade Of Service
Definition - % of operator services calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0, > 20.0, and > 25.0 seconds
Calculation - Calls answered within "x" seconds ÷ total calls answered
Report Structure - Reported for the aggregate of SWBT and CLECs
Benchmark - Not required (Aggregate measurement)

11.11.79 **Measurement** - Operator Services Average Speed Of Answer
Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative
Calculation - Total queue time ÷ total calls
Structure - Reported for the aggregate of SWBT and CLECs
Benchmark - Not required (Aggregate measurement)

11.11.80 **Measurement** - Percent Calls Abandoned
Definition - The percent of call s where the customer hangs up while the call is in queue
Calculation - (Number of calls abandoned ÷ number of operator positions requested) * 100
Report Structure - Reported for CLEC and SWBT in the aggregate
Benchmark - Not required (Aggregate measurement)

11.11.81 **Measurement** - Percent Calls Deflected
Definition - The percent of calls that are received and are unable to be placed in queue

Calculation - (Number of calls deflected ÷ number of operator positions requested) * 100
Report Structure - Reported for CLEC and SWBT in the aggregate
Benchmark - Not required (Aggregate measurement)

11.11.82 **Measurement** - Average Work Time
Definition - the average number of seconds an operator spends handling a customer's request for assistance in obtaining a telephone number, placing a call at the customer's request or in a position busy state. The Average Work Time normally begins when the customer connects to an operator position and ends when the operator position releases the customer after serving his/her request.
Calculation - Sum (Time operator position releases customer - time customer connects to an operator position) ÷ calls
Report Structure - Reported for CLEC and SWBT in the aggregate
Benchmark - Not required (Aggregate measurement)

11.11.83 **Measurement** - Non-Call Busy Work Volumes
Definition - The amount of time in CCS (Centum Call Second) that an operator has placed their position in make busy or in a position busy state
Calculation - Sum (Time operator position in busy state - time operator removed position from busy state)
Report Structure - Reported for CLEC and SWBT in the aggregate
Benchmark - Not required (Aggregate measurement)

11.12 INTERIM NUMBER PORTABILITY (INP)

11.12.84 **Measurement** - % Installation Completed Within "X" (3, 7, 10) Business Days
Definition - % installations completed within "X" (3, 7, 10) business days excluding customer caused misses and customer requested due dates greater than "X" (3, 7, 10) business days
Calculation - Total INP orders installed within "x" (3, 7, 10) business days ÷ total INP orders
Report Structure - Reported for CLEC and all CLECs
Benchmark - 80% within "X" business days

11.12.85 **Measurement** - Average INP Installation Interval
Definition - Average business days from application date to completion date for INP orders excluding customer requested due dates greater than the SWBT standard interval
Calculation - (Total business days from application to completion date for INP orders ÷ total INP orders) * 100
Report Structure - Reported for CLEC and all CLECs
Benchmark - 80% within "X" business days

11.12.86 **Measurement** - Percent INP I-Reports Within 30 Days

Definition - Percent of INP N, T, C orders that receive a network customer trouble report not caused by CPE or wiring within 30 calendar days of service order completion excluding subsequent reports and all disposition code "13" reports (excludable reports)

Calculation - (Count of INP N, T, C orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ total INP N,T,C orders (excludes trouble reports received on the due date)) * 100

Report Structure - Reported for CLEC and all CLECs

Benchmark - Equal to SWBT's own

11.12.87 **Measurement** - Percent Missed Due Dates

Definition - Percent of INP N,T,C orders where installations are not completed by the negotiated due date excluding customer caused misses

Calculation - (Count of INP N,T,C orders with missed due dates excluding customer caused misses ÷ total number of INP N,T,C orders) *100

Report Structure - Reported for CLEC and all CLECs

Benchmark - Equal to SWBT's own

11.13 911

11.13.88 **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. The clock will start upon receipt of the error file and end when the error is corrected. This is only on resale or UNE loop and port combination orders that SWBT installs.

Calculation - Σ(Date and time error detected - date and time error cleared) ÷ total number of errors

Report Structure - Reported for CLEC, all CLECs and SWBT

Benchmark - Equal to SWBT's own

11.13.89 **Measurement** - Average Time Required to Update 911 Database (Facility Based Providers)

Definition - the average time it takes to update the 911 database file. The clock starts when the data processing starts and ends when the data processing is complete

Calculation - Sum (Date and time data processing begins - date and time data processing ends) ÷ total number of files

Report Structure - Reported for individual CLEC, all CLECs and SWBT

Benchmark - Equal to SWBT's own

11.14 Poles, Conduit And Rights Of Way

11.14.90 **Measurement** - Percent Of Request Processed Within 35 Days
Definition - The percent of request for access to poles, conduits, and right-of-ways processed within 35 days
Calculation - (Count of number of requests processed within 35 days ÷ total number of requests) * 100
Report Structure - Reported for individual CLEC and all CLECs. SWBT's objective is 90% of requests answered
Benchmark - 90% of requests answered within 35 days

11.14.91 **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
Calculation - Sum (Date request returned to CLEC - date request received from CLEC) ÷ total number of requests
Report Structure - Reported for individual CLEC and all CLECs
Benchmark - 90% of requests answered within 35 days

11.15 Collocation

11.15.92 **Measurement** - Percent Missed Collocation Due Dates
Definition - The percent of SWBT caused missed due dates for Physical Collocation projects
Calculation - (Count of number of SWBT caused missed due dates for physical collocation facilities ÷ total number of physical collocation project) * 100
Report Structure - Reported for individual CLEC and all CLECs
Benchmark - Under investigation

11.15.93 **Measurement** - Average Delay Days For SWBT Caused Missed Collocation Due Dates
Definition - The average calendar days from due date to completion date on company missed collocation due dates
Calculation - Sum (Completion date - committed collocation due date) ÷ (# of missed collocation due dates)
Report Structure - Reported for individual CLEC and all CLECs
Benchmark - Under investigation

11.15.94 **Measurement** - Percent Of Requests Processed Within 35 Business Days
Definition - The percent of request for collocation facilities processed within 35 business days
Calculation - (Count of number of requests processed within 35 days ÷ total number of completed requests) * 100

Report Structure - Reported for individual CLEC and all CLECs
Benchmark - 90% of request answered within 35 business days

11.16 Directory Assistance Data Base

11.16.95 **Measurement** - Percent Of Updates Completed Into The DA Database Within 72 Hours For Facility Based CLECs
Definition - The percent of DA database updates completed within 72 hours of receipt of the update from the CLEC. The clock starts when SWBT receives the request from the CLEC and ends when the listing is updated in the DA database. The update clerks work hours are 6:30 a.m. to 3:00 p.m. On requests received after 3:00 p.m. the clock will start at 6:30 a.m. the following day. Weekends and holidays are excluded from this measurement.
Calculation - (Count of updates completed within 72 hours ÷ total updates) * 100
Report Structure - Reported by CLEC and all CLECs for facility based providers
Benchmark - 95% updated within 72 hours

11.16.96 **Measurement** - Average Update Interval For DA Database For Facility Based CLECs
Definition - The average update interval for DA database changes for facility based CLECs. The clock starts when SWBT receives the request from the CLEC and ends when the listing is updated in the DA database. The update clerks work hours are 6:30 a.m. to 3:00 p.m. On requests received after 3:00 p.m. the clock will start at 6:30 a.m. the following day. Weekends and holidays are excluded from this measurement.
Calculation – Sum (8:00 a.m. of the day following the input into the LSS database - time update received from CLEC) ÷ total updates
Report Structure - Reported by CLEC and all CLECs for facility based providers
Benchmark - 95% updated within 72 hours

11.16.97 **Measurement** - Percent DA Database Accuracy For Manual Updates
Definition - The percent 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.
Calculation - (Number of SWBT caused update errors ÷ total number of updates) * 100
Report Structure - Reported by CLEC and all CLECs for facility based providers
Benchmark - 97% accuracy for DA database updates for the manual DA process

11.17 Coordinated Conversions/Reconfigurations

11.17.98 **Measurement** - Percent Pre-mature Disconnects (Coordinated Cutovers)
Definition - Percent of coordinated cutovers where SWBT prematurely disconnects the customer prior to the scheduled conversion/reconfiguration
Calculation - (Count of prematurely disconnected customers ÷ total coordinated conversion/reconfiguration customers) * 100
Report Structure - Reported by CLEC and all CLECs
Benchmark - 5% or less of customers disconnected prematurely

11.17.99 **Measurement** - Percent Caused Delayed Coordinated Cutovers
Definition - Percent of SWBT caused late coordinated cutovers in excess of 30 minutes
Calculation - (Count of SWBT caused late coordinated cutovers in excess of 30 minutes ÷ total coordinated cutovers) * 100
Report Structure - Reported by CLEC and all CLECs
Benchmark - 5% or less of SWBT coordinated conversions/reconfigurations delayed

11.17.100 **Measurement** - Percent Missed Mechanized INP Conversions or Reconfigurations
Definition - Percent of mechanized INP conversions/reconfigurations not loaded in the switch
Calculation - (Count of mechanized INP conversions/reconfigurations not loaded in the switch within 30 minutes of scheduled due time (Frame Due Time)) ÷ total mechanized INP conversions/reconfigurations) * 100
Report Structure - Reported by CLEC and all CLECs
Benchmark - 5% or less of those started outside of scheduled time

11.18 NXX

11.18.101 **Measurement** - Percent NXXs Loaded And Tested Prior To The LERG Effective Date
Definition - The percent of NXXs loaded and tested prior to the LERG effective date
Calculation - (Count of NXXs loaded and tested by LERG date ÷ total NXXs loaded and tested) * 100
Report Structure - Reported by CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

11.18.102 **Measurement** - Average Delay Days For NXX Loading And Testing
Definition - Average calendar days from due date to completion date on company missed NXX orders
Calculation – Sum (Completion date - LERG date) ÷ (number of orders)

Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

11.18.103 **Measurement** - Mean Time To Repair
Definition - Average calendar days from due date to completion date on company missed NXX orders
Calculation – Sum (Completion date - LERG date) ÷ (number of orders)
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

PHYSICAL COLLOCATION AGREEMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

"Interconnector"

for

COMPUTER BUSINESS SCIENCES, INC.