

**APPENDIX
PERFORMANCE MEASUREMENTS
(SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC ARKANSAS, SBC KANSAS, SBC
MISSOURI, SBC OKLAHOMA AND/OR SBC
TEXAS
- COMMISSION ORDERED)**

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.3 As used herein, the term “**Service Bureau Provider**” means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC’s OSS application-to-application interfaces.
- 1.4 The performance measurements referenced 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 **SBC SOUTHWEST REGION 5-STATE** 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.
- 1.5 Except as otherwise provided herein, the service performance measures ordered by the state Commission that approved this Agreement under Section 252(e) of the Act, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties. In the event that the state commission that approved this Agreement subsequently orders liquidated damages/remedies with respect to performance measures in a proceeding binding on both parties, the parties agree to incorporate commission-ordered liquidated damages/remedies into this Agreement once the decision approving such remedies becomes final and any appeals are exhausted (unless otherwise agreed by the parties). The parties expressly reserve all of their rights to challenge any liquidated damage/remedy award, including but not limited to the right to oppose any such order and associated contract provision because remedy/liquidated damage provisions must be voluntarily agreed to and **SBC SOUTHWEST REGION 5-STATE** does not at this time so agree.
- 1.6 In addition to the exclusions described in the performance measures and remedy plans ordered by the state commission that approved this Agreement, to which the Parties to this Agreement have agreed to be bound, **SBC SOUTHWEST REGION 5-STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to SBC-owned ILEC’s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.