

FILED

SEP 30 1999

70-2000-261

Missouri Public
Service Commission

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

by and between

SOUTHWESTERN BELL TELEPHONE COMPANY

and

SBC ADVANCED SOLUTIONS, INC.

TABLE OF CONTENTS

1. DEFINITIONS	5
2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY	18
3. NOTICE OF CHANGES –SECTION 251 (c)(5)	20
4. GENERAL RESPONSIBILITIES OF THE PARTIES	20
5. EFFECTIVE DATE, TERM AND TERMINATION	22
6. FRAUD	24
7. DEPOSITS	25
8. BILLING AND PAYMENT OF CHARGES	27
9. NON-PAYMENT AND PROCEDURES FOR DISCONNECTION	28
10. DISPUTE RESOLUTION	31
11. AUDITS	35
12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES	35
13. LIMITATION OF LIABILITY	36
14. INDEMNIFICATION	37
15. REMEDIES	39
16. INTELLECTUAL PROPERTY	40
17. NOTICES	40
18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS	42
19. NO LICENSE	42
20. CONFIDENTIALITY	42

21. INTERVENING LAW	44
22. GOVERNING LAW	45
23. REGULATORY APPROVAL	45
24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION	46
25. COMPLIANCE AND CERTIFICATION	46
26. LAW ENFORCEMENT	47
27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR	47
28. NO THIRD PARTY BENEFICIARY; DISCLAIMER OF AGENCY	48
29. ASSIGNMENT	48
30. SUBCONTRACTING	49
31. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION	49
32. FORCE MAJEURE	50
33. TAXES	50
34. NON-WAIVER	52
35. NETWORK MAINTENANCE AND MANAGEMENT	52
36. SIGNALING	52
37. TRANSMISSION OF TRAFFIC TO THIRD PARTIES	53
38. CUSTOMER INQUIRIES	53
39. EXPENSES	53
40. SURVIVAL	53
41. SCOPE OF THE AGREEMENT	54

42. AMENDMENTS AND MODIFICATIONS	54
43. CROSS REFERENCES	54
44. OTHER REQUIREMENTS AND ATTACHMENTS	56
45. AUTHORITY	57
46. COUNTERPARTS	57
47. ENTIRE AGREEMENT	57

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 "Agreement", is by and between Southwestern Bell Telephone Company ("SWBT"), a Missouri corporation, and SBC Advanced Solutions, Inc. ("ASI"), a Delaware corporation, doing business at 1010 N. St. Mary's, Room 1400, San Antonio, Texas 78215.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access predominantly over their respective facilities; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Telecommunications Act of 1996 "the Act" and additional services as set forth herein; and

WHEREAS, for purposes of this Agreement, the Parties intend to operate where SWBT is the incumbent local exchange carrier and ASI, a competitive local exchange carrier, is certified by the Missouri Public Service Commission, as required.

NOW, THEREFORE, ASI and SWBT hereby agree as follows:

1. DEFINITIONS

- 1.1 Access Usage Record (AUR) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message which is subsequently used by a LEC to bill access to an Interexchange Carrier (IXC).
- 1.2 Act - the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996.
- 1.3 Advanced Services - as defined in the FCC Merger Conditions.
- 1.4 800 SCP Carrier Access Usage Summary Record (SCP Record) - a summary record which contains information concerning the quantity and types of queries launched to a SWBT SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Appendix Pricing pertaining to the production and forwarding of AUR data.

- 1.5 Adjacent Space Collocation - physical collocation at a Collocator-provided controlled environmental vault — or similar structure to the extent technically feasible — on SWBT premises adjacent to an Eligible Structure.
- 1.6 Affiliate - as defined in the Act.
- 1.7 Applicable Law - all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority, including without limitation those relating to the environment, health and safety, which apply or relate to work locations or the subject matter of this Agreement.
- 1.8. Assembly and Editing - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.
- 1.9 Automated Message Accounting (AMA) - a structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formally known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.
- 1.10 Automatic Number Identification (ANI) - a Feature Group D or a CAMA signaling parameter that forwards the telephone "CAMA" or billing number "FG-D" of the calling Party.
- 1.11 Billable Message Record - a message record containing details of a completed call which has been carried by a LEC over its facilities or by ASI over its facilities and such record is to be used to bill an end user.
- 1.11 Billing Company - the company that bills end users for the charges incurred in originating and terminating IXC transported calls.
- 1.13 CABS - the Carrier Access Billing System.
- 1.14 Caged Physical Collocation - an individual enclosure (not including a top) for Collocator to install its telecommunications equipment within Collocator's dedicated collocation space.
- 1.15 Cageless Physical Collocation - a collocation arrangement that does not require the construction of a cage or similar structure or the creation of a separate entrance to the collocation space.

- 1.16 Calling Party Number (CPN) - a Signaling System 7 ("SS7") parameter whereby the ten (10) digit number of the calling Party is forwarded from the end office.
- 1.17 Centralized Message Distribution System (CMDS) - the transport system that LECs use to exchange outcollect and Carrier Access Billing System "CABS" access messages among each other and other Parties connected to CMDS.
- 1.18 Central Office Switch (Central Office) - a switching entity within the public switched telecommunications network that serves as either an End Office Switch, a Tandem Switch or a combination thereof.
 - 1.18.1 End Office Switch - a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.
 - 1.18.2 Tandem Switch - a switching machine that switches traffic between End Offices. A Tandem Switch does not include a PBX.
- 1.19 Charges - the amount approved or allowed by the appropriate regulatory authority to be billed to an end user for any of the services rendered by a LEC to an end user.
- 1.20 CLASS Features - certain Common Channel Signaling based features available to end users including, but not limited to: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 1.21 Commercial Mobile Radio Services (CMRS) - a person who is licensed to make available Commercial Mobile Radio Service, as defined in the Code of Federal Regulations, Title 47, Part 20.
- 1.22 Commission (CC) - the Missouri Public Service Commission.
- 1.23 Common Channel Signaling (CCS) - a special network, fully separate from the transmission path of the public switched network that digitally transmits call set-up and network control data. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 1.24 Compensation - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section IV.
- 1.25 Control Office - an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.

- 1.26 Customer Usage Data - the Telecommunications Services usage data of a ASI Customer, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by SWBT and forwarded to ASI.
- 1.27 Data Interexchange Carrier (DIXC) - a process designed to facilitate the reciprocal exchange of voice traffic load data between SWBT and ASI interconnecting with its network. This reciprocal exchange of data enables SWBT and ASI to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.
- 1.28 Data Transmission - the forwarding by SWBT of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 1.28 Dedicated Collocation Space - the space dedicated for the Collocator's physical collocation arrangement located within a SWBT Eligible Structure.
- 1.30 Dialing Parity - as defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.31 Digital Cross Connect Panel (DSX Panel) - a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.
- 1.32 Digital Signal Level - one of several transmission rates in the time-division multiplex hierarchy.
- 1.33 Digital Signal Level 0 (DS-0) - the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
- 1.34 Digital Signal Level 1 (DS-1) - the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
- 1.35 Digital Signal Level 3 (DS-3) - the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.36 Digital Subscriber Line (DSL) - as defined in the Appendix UNE.
- 1.37 Electronic File Transfer - any system or process that utilizes an electronic format and protocol to send or receive data files.
- 1.38 Eligible Structure - means (1) a SWBT central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by SWBT

that houses its network facilities, or (3) a structure that houses SWBT transmission facility.

- 1.39 End Office - SWBT or ASI switching system where exchange service customer station loops are terminated for the purpose of interconnection to each other and to the network.
- 1.40 Enhanced Service Provider (ESP) - a provider of enhanced services as those services are defined in 47 CFR Section 64.702
- 1.41 Exchange Access - as defined in the Act.
- 1.42 Exchange Message Interface (EMI) - the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.
- 1.43 Exchange Message Record (EMR) - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 1.44 Exchange Service - Telephone Exchange Service as defined in the Act.
- 1.45 Feature Group A (FGA) - calls either originated by, or delivered to, a customer who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a rate center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as further definitions for FGA is as specified in the Appendix FGA.
- 1.46 FCC - the Federal Communications Commission.
- 1.47 Fiber Meet - an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.
- 1.48 Foreign Exchange (FEX) - calls either originated by or delivered to a customer who has purchased FEX service from the state or interstate tariffs of either Party. FEX also includes, but is not limited to, FEX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a rate center within one local calling area but where the Party

receiving the call is physically located outside of that local calling area. FEX service can be either interLATA or intraLATA. InterLATA FEX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FEX, when provided by two or more local exchange carriers "LECs", is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to MPB procedure.

- 1.49 Full Status Revenue Accounting Office (RAO) - ASI or LEC that is responsible for formatting EMR records, and for editing and packing of such detail records into files for distribution.
- 1.50 In-Region Hosting - includes the transport, using Hosting Company network, of (1) billable message record data for LEC or ASI transported messages and/or access usage record data that originate in a region and are delivered by ASI to SWBT at a mutually agreed upon location within the territory of SWBT to be sent to another LEC or ASI for billing; and (2) billable message record data and/or access usage data received from CMDS or another LEC or ASI to be delivered to ASI for billing to its end user located within the five state territory of SWBT.
- 1.51 Integrated Services Digital Network (ISDN) - a digital switched network service. "Basic Rate ISDN" provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. "Primary Rate ISDN" provides for 23 bearer channels and 1 data channel. PRI is up to 1.5 mbps and BRI is 128 kbps.
- 1.52 Interconnection - as defined in the Act.
- 1.53 Interconnection Activation Date - the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 1.54 Interexchange Carrier (IXC) (also referred to as "Switched Access Customer") - a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.55 Interexchange Carrier Transported - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 1.56 Intermediate Distribution Frame (IDF) - a second frame which augments an existing Main Distribution Frame.

- 1.57 Internet Service Provider (ISP) - an Enhanced Service Provider that provides Internet Service.
- 1.58 IntraLATA - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term "IntraLATA messages," as used herein, shall only include those that qualify for the Telcordia Client Company (TCC CATS) process.
- 1.59 InterLATA - between Local Access and Transport Areas (LATAs) as defined in the FCC's CC Docket No. 78-72. InterLATA messages are those messages which originate in one LATA and terminate in a different LATA. The term "InterLATA messages" as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.
- 1.60 IntraLATA Toll Traffic - the IntraLATA traffic falling outside of the normal local calling area as defined by the Commission.
- 1.61 Line Side - refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.
- 1.62 Local Access Transport Area (LATA) - as defined in the Act.
- 1.63 Local Calling Area or Local Calling Scope - That area in which the message telephone exchange service between two or more end offices, without a toll charge, is provided.
- 1.64 Local Exchange Carrier (LEC) - as defined in the Act. Or, as used in Appendix BCR shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using TCC CATS as message tracking system.
- 1.65 Local Exchange Routing Guide (LERG - a Telcordia Reference Document used by LECs and IXC's to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 1.66 Local Exchange Traffic - as defined in the Act.
- 1.67 Local Interconnection Trunks/Trunk Groups - are used for the termination of Local Exchange Traffic, using Telcordia Technical Reference GR-317-CORE (GR-317).

- 1.68 Local Message - Local messages are those messages which originate and terminate within the area defined as the local service area of the station from which the message originates.
- 1.69 Local Traffic - for purposes of intercompany compensation, is if (i) the call originates and terminates in the same SWBT exchange area; or (ii) originates and terminates within different SWBT Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes.
- 1.70 Local Number Portability (LNP) - synonymous with Permanent Number Portability.
- 1.71 Location Routing Number (LRN) - a 10-digit number that is assigned to the network switching elements (Central Office - Host and Remotes as required) for the routing of calls in the network. The first six digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 1.72 Main Distribution Frame (MDF) - termination point or interconnection point for outside facility and inter-exchange office equipment for central office for DS-0 and DSL services. Generically, MDF also includes, but is not limited to, fiber distribution frame, DX1 and DX2.
- 1.73 MECAB - refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee "CLC of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.74 MECOD - refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

- 1.75 Meet-Point Billing (MPB) - refers to a billing arrangement whereby two or more Telecommunications Carriers jointly provide for Switched Access Service to an IXC and ESP, with each LEC receiving an appropriate share of its switched access revenues as defined by its effective access tariffs.
- 1.76 Meet-Point Trunks/Trunk Groups (MPTGs) - are used for the joint provision of Switched Access services, utilizing Telcordia Technical References GR-394-CORE (GR-394) and GR-317-CORE (GR-317). MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.
- 1.77 Message Processing - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the end user and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 1.78 Mid-Point Meet - as defined in Appendix NIM. The facility hand off point may differ from the billing point of interconnection.
- 1.79 Mid-Span Meet - an interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable facilities. The meet point is the demarcation establishing ownership of and responsibility for each LEC's portion of the transmission facility.
- 1.80 Minutes of Use (MOU) - MOU means the Terminating Traffic as recorded by the Primary Company or MOU provided by the CMRS Provider to the Primary Company where the Primary Company is unable to measure the actual terminating usage.
- 1.81 Mobile Telephone Switching Office ("MTSO") - a CMRS Provider's switching equipment or terminal used to provide CMRS Provider's switching services or, alternatively, any other point of termination designated by the CMRS Provider. The MTSO directly connects the CMRS Provider's customers within its licensed serving area to the Primary Company's facilities.
- 1.82 Multiple Bill/Single Tariff - the MPB method where each LEC (or ASI) prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which the LEC (or ASI) provides. The MECAB documents refer to this method as Multiple Bill/Single Tariff.

- 1.83 Network Data Mover (NDM) - an industry standard protocol for transferring information electronically.
- 1.84 Network element - as defined in the Act.
- 1.85 Network element Bona Fide Request (BFR) - the process described in Appendix UNE.
- 1.86 Non-Full Status Revenue Accounting Office (RAO) - ASI or LEC that has assigned responsibility to SWBT for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.
- 1.87 North American Numbering Plan (NANP) - the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.
- 1.88 Numbering Plan Area (NPA) - also sometimes referred to as an area code and the three digit indicator that is defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" "SAC Code", is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.
- 1.89 NXX Code or Central Office Code - the three-digit switch entity indicator that is defined by the "D", "E" and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.90 Ordering and Billing Forum (OBF) - a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document telecommunication industry guidelines and standards.
- 1.91 Originating Line Information (OLI) - an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.
- 1.92 Originating Local Exchange Carrier Company - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.

- 1.93 Out-of-Region Hosting - includes the transport, using the national CMDS network, of (1) billable message record data for LEC or ASI transported messages and/or access usage record data that originate out of region and are delivered by ASI to SWBT and are to be sent to another LEC or ASI for billing; and (2) billable message record data and/or access usage data received from CMDS or another LEC or ASI to be delivered to ASI for billing to its end user located outside SWBT's five state territory.
- 1.94 Party and Parties - Party is either ASI or SWBT. Parties are ASI and SWBT.
- 1.95 Permanent Number Portability (PNP) - a database method of providing LNP that is consistent with the Act and complies with the long-term LNP performance criteria set forth in 47 C.F.R. Section 52.3(a).
- 1.96 Point of Interconnection (POI) - a physical location at which the Parties' networks meet for the purpose of establishing interconnection. POIs include a number of different technologies and technical interfaces based on the Parties' mutual agreement.
- 1.97 Primary Company - the Party that provides the End Office or Tandem Office where the CMRS Provider chooses to connect terminating traffic. The Primary Company also bills the CMRS Provider for Wireless Interconnection Service.
- 1.98 Provision of Message Detail - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to ASI for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SWBT's internal network or national CMDS.
- 1.99 Rate Center - denotes the designated points, representing exchanges or district area (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange and interdistrict mileage rates..
- 1.100 Rating Point - the V&H coordinates associated with a particular telephone number for rating purposes.
- 1.101 Record - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 1.102 Recording - the creation and storage on magnetic tape or other medium of the basic billing details of a message in AMA format.

- 1.103 Revenues - those monies the Primary Company bills and collects from the CMRS Provider for jointly provided Wireless Interconnection Services. Or, the sum of all or part of the charges as defined in Appendix BCR.
- 1.104 Routing Point - a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.
- 1.105 Secondary Company - the Party that receives Terminating Traffic from the Primary Company.
- 1.106 Service Control Point (SCP) - a node in the CCS network that provides the interface between a database and a CCS network. The SCP is a real-time computer system that, based on a query from a Service Switching Point (SSP) or other CCS node capable of properly formatting and launching Signaling System 7 (SS7) unit data messages, either performs subscriber or application-specific service logic or passes the query to a resident database that provides query-processing logic, and then sends a response that represents an answer to the query.
- 1.107 Service Provider Number Portability (SPNP) - synonymous with Permanent Number Portability (PNP).
- 1.108 Service Switching Point (SSP) - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.109 Shared Physical Collocation Cage - a caged dedicated collocation space that is shared by two or more collocators within a SWBT Eligible Structure.
- 1.110 Signal Transfer Point (STP) - equipment that performs a packet switching function that routes signaling messages among SSPs, SCPs, Signaling Points (SPs), and other STPs in order to set up calls and to query databases for advanced services.
- 1.111 Switched Access Service - an offering of access to services or facilities for the purpose of the origination or termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access Services includes: Feature Group B "FGB", Feature Group C "FGC", Feature Group D "FGD", Toll Free Service, 700 and 900 access. Switched Access service

does not include traffic exchanged between LECs for the purpose of local exchange interconnection.

- 1.111 Switching Control Point (SCP) - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 1.113 Synchronous Optical Network (SONET) - an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.
- 1.114 Tandem Office - A Party's switching system that provides an intermediate switching point for traffic between end offices or the network.
- 1.115 Telcordia Client Company Calling Card and Third Number Settlement (TCC CATS) System - nationwide system used to produce information reports that are used in the settlement of LEC or ASI revenues recorded by one TCC (or LEC or ASI within the territory of that TCC) and billed to a customer of another TCC (or LEC or ASI within the territory of that BCC) as described in accordance with the Telcordia Practice BR 981-200-110.
- 1.116 Telecom - as defined in the Act.
- 1.117 Telecommunications Carrier - as defined in the Act.
- 1.118 Telecommunications Services - as defined in the Act.
- 1.119 Telephone Exchange Service - as defined in the Act.
- 1.120 Terminating Local Exchange Carrier Company - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXC's.
- 1.121 Terminating Traffic - that traffic which is delivered by a CMRS Provider to the Primary Company for termination at a point on the intraLATA wireline switching network.
- 1.122 Toll Free Service - service provided with any dialing sequence that invokes toll-free, 800-like, service processing, for example by illustration only, 800 or 800-like services. Toll Free Service includes but is not limited to calls to 800/888 NPA SAC codes.

- 1.123 Trunk(s) - a communication line between two switching systems.
- 1.124 Trunk-Side - refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.125 Wire Center - the location of one or more local switching systems. A point at which customer's loops converge.
- 1.126 Wireless Interconnection Service - the interchange of traffic originated from a Commercial Mobile Radio Service (CMRS) Provider's Mobile Telephone Switching Office (MTSO) through SWBT's or ASI's point of switching for termination on the relevant Party's wireline switching network.

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Referenced Documents.

- 2.1.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, SWBT Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, ASI Practice, SWBT Practice, or publication of industry standards.

2.2 Definitions.

- 2.2.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey

its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act.

2.3 Headings Not Controlling.

2.3.1 The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

2.4 Joint Work Product.

2.4.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

2.5 Tariff References.

2.5.1 Wherever a tariff revision or rate is cited or quoted herein, it is understood that said cite incorporates any modifications to said tariffs.

2.6 Unless otherwise specifically required by law, SWBT has no obligation to provide any interconnection, service or network elements, or to provide terms and conditions associated with any interconnection, network element or service arrangement, other than as expressly set forth in this Agreement.

2.7 Severability.

2.7.1 The Parties negotiated the services, arrangements, Interconnection, terms and conditions of this Agreement for interconnection, service and network elements as a total arrangement and it is intended to be nonseverable, subject only to Section 252(i) obligations, if any.

2.8 In the event the Commission, the FCC, or a court rejects any portion or determines that any provision of this Agreement is contrary to law, or is invalid or unenforceable for any reason, the Parties shall continue to be bound by the terms of this Agreement, insofar as possible, except for the portion rejected or determined to be unlawful, invalid, or unenforceable. In such event, the Parties shall negotiate in good faith to replace the rejected, unlawful, invalid, or unenforceable provision and shall not discontinue service to the other Party during such period if to do so would disrupt existing service being provided to an end user. Nothing in this Agreement shall be construed as requiring or permitting

either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

2.9 Incorporation by Reference.

2.9.1 This Agreement, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in the appendices 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, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in end user local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiary, disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

3. NOTICE OF CHANGES – SECTION 251(c)(5)

3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Both Parties will comply with the Network Disclosure rules adopted by the FCC in FCC CC Docket No. 96-98, Second Report and Order, as such rules may be amended from time to time.

4. GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 SWBT and ASI shall each use their best efforts to meet the Interconnection Activation Dates.

- 4.2 The Parties agree that prior to the establishment of each new POI, they will meet to confer and agree upon such POI. The Parties will memorialize their agreement as outlined in Appendix NIM.
- 4.3 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with SWBT's network as referenced in Telcordia TOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- 4.4 Neither Party shall use any service related to or use any of the services or elements provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's end users. Either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.
- 4.5 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 4.6 Facilities-based carriers are responsible for administering their end user records in a LIDB. SWBT reserves the right on one hundred eighty (180) calendar days written notice to require UNE-Based Switch Port providers to administer their end user records in SWBT's LIDB.
- 4.7 At all times during the term of this 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, and 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).
- 4.8 SWBT participates at OBF to develop standardized methods and shall implement ordering and billing formats/processes consistent with industry guidelines as capabilities are deployed. Where such guidelines are not available or SWBT decides not to fully utilize industry guidelines, SWBT will provide ASI with information on its ordering and billing format/process and requirements at the earliest practicable time.

- 4.9 For the purposes of establishing, provisioning and billing services to ASI, ASI is required to provide to SWBT its state-specific authorized and nationally recognized OCN/AECNs for facilities-based business (interconnection and/or UNEs) in each state where ASI is operational and a separate and distinct OCN/AECN shall be provided for resale services.
- 4.10 In the event that ASI makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other ASI identifier ("Such Changes"), ASI shall submit written notice to SWBT within thirty (30) days of the first action taken to implement Such Changes. Within thirty (30) days following receipt of that notice, the Parties shall negotiate rates to compensate SWBT for the costs that will be incurred by SWBT in making Such Changes to the applicable SWBT databases, systems, records and/or recording announcement(s) for ASI branded/repair calls. In addition, ASI shall compensate SWBT for any service order charges and/or Access Service Request(s) ("ASRs") charges associated with Such Changes. SWBT's agreement to perform Such Changes is conditioned upon ASI's agreement to pay all reasonable charges billed to ASI related to making Such Changes.

5. EFFECTIVE DATE, TERM, AND TERMINATION

- 5.1 This Agreement shall become effective upon approval by the State Commission or ten (10) business days following Merger Close, whichever is later.
- 5.2 The initial term of this Agreement shall commence upon approval of this Agreement by the State Commission or ten (10) business days following Merger Close, whichever is later, and shall expire on November 30, 2000. Absent the receipt by one Party of written notice from the other Party at least forty-five (45) days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4 below.
- 5.3 Notwithstanding any other provision of this Agreement or any Appendices hereto, either Party may terminate this Agreement and the provision of any Resale services, UNEs, Interconnection, Number Portability, Dialing Parity, Access to Rights-of-Way, Database Access, Other Services (to the extent such items are included by a specifically designated appendice) and any other items provided pursuant to this Agreement and the Appendices hereto, in the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and such failure or breach materially disrupts the operation of either Party's network or materially

interferes with either Party's end user service and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

- 5.4 If pursuant to Section 5.2, above, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement sixty (60) days after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Section 5.5, below. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Section 5.5, below.
- 5.5 Upon termination or expiration of this Agreement in accordance with the Sections 5.2, 5.3 and 5.4 above:
 - 5.5.1 Each Party shall continue to comply with its obligations set forth in Section 40, below; and
 - 5.5.1 Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement or place disputed amounts into an escrow account that complies with Section 8.3 hereof; and
 - 5.5.1 Each Party's indemnification obligations shall survive.
- 5.6 If upon expiration or termination of this Agreement other than pursuant to Section 5.3, the Parties are negotiating a successor agreement, during such period each Party shall continue to perform its obligations and provide the services described herein that are to be included in the successor agreement until such time as the latter agreement becomes effective; provided however, that if the Parties are unable to reach agreement within six (6) months after termination or expiration of this Agreement, either Party has the right to submit this matter to the Commission for resolution. Until a successor Agreement is reached by negotiations or pursuant to submission to the Commission, the terms, conditions, rates, and charges stated herein will continue to apply; provided, however, when a successor Agreement is reached, the terms, conditions, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later.
- 5.7 Nothing herein shall be construed to supercede the Separate Advanced Services Affiliate Sunset Provisions set forth in the FCC Merger Conditions.

6. FRAUD

- 6.1 SWBT shall not be liable to ASI for any fraud associated with ASI's end user's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows end users to bill calls to accounts that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.
- 6.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABS, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 6.3 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.
- 6.4 SWBT will provide alert notification messages to ASI on suspected occurrences of ABS-related fraud on ASI accounts stored in SWBT's LIDB. SWBT will provide such alert messages by e-mail or another mutually agreed upon format.
 - 6.4.1 SWBT will use its Sleuth system to determine suspected occurrences of ABS-related fraud for ASI using the same criteria SWBT uses to monitor fraud on its own accounts.
 - 6.4.2 ASI understands that Sleuth alerts only identify potential occurrences of fraud. ASI understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. ASI understands and agrees that it will also need to determine what, if any, action ASI should take as a result of a Sleuth alert.
 - 6.4.3 The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day seven (7) days per week.
 - 6.4.4 For each alert notification SWBT provides to ASI, ASI may request a corresponding thirty (30) day historical report of ABS-related query processing. ASI may request up to three reports per alert.

- 6.5 ABS-related alerts are provided to ASI at no additional charge. 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, ASI agrees to pay a recurring usage rate as outlined in the Appendix Pricing.
- 6.6 Traffic Alert Referral Service ("TARS") 1+ Intra-LATA Toll Fraud Monitoring.
- 6.6.1 For terms and conditions for TARS, see Appendix Resale.

7. DEPOSITS

- 7.1 The deposit requirements set forth in this Section 7 apply to the resale services and network elements furnished under this Agreement. When ASI furnishes both resale services and network elements under this Agreement, ASI shall make two separate deposits, each calculated separately as set forth below in Sections 7.2 through 7.10, inclusive.
- 7.2 If ASI has not established a minimum of twelve (12) consecutive months good credit history with all telephone company affiliates of SBC Communications, Inc. (e.g., SWBT, Pacific Bell, Nevada Bell, and SNET) with which ASI is doing or has done business as a local service provider, ASI shall remit an initial cash deposit to SWBT prior to the furnishing of resale services or network elements under this Agreement. The deposit required by the previous sentence shall be determined as follows: (i) if immediately prior to the effective date of this Agreement, ASI was not operating as a local service provider in the state covered by this Agreement, the initial deposit shall be in the amount of \$17,000; or (ii) if immediately prior to the effective date of this Agreement, ASI was operating as a local service provider in the state covered by this Agreement, the deposit shall be in the amount calculated using the method set forth in Section 7.7 of this Agreement. This cash deposit will be held by SWBT as a guarantee of payment of charges billed to ASI. If ASI has established a minimum of twelve (12) consecutive months good credit history with all telephone company affiliates of SBC Communications, Inc. (e.g., SWBT, Pacific Bell, Nevada Bell and SNET) with which ASI is doing or has done business as a local service provider, SWBT shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 7.1 and Section 7.3 through Section 7.10 of this Agreement shall continue to apply for the term of this Agreement and any extension(s) hereof. In determining whether ASI has established a minimum of twelve (12) consecutive months good credit history with each telephone company affiliate of SBC Communications Inc. with which ASI is doing or has done business, ASI's payment record for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the effective date of this Agreement shall be considered.

- 7.3 Any cash deposit held by SWBT shall be credited to ASI's account during the month following the expiration of twelve (12) months after the cash deposit was remitted, so long as ASI has not been sent more than one delinquency notification letter during the most recent twelve (12) months. For the purposes of this Section 7.3, interest will be calculated as defined by the applicable state Commission ordered tariff regulating retail deposits and shall be credited to ASI's account on an annual basis.
- 7.4 So long as ASI maintains timely compliance with its payment obligations, SWBT will not increase the deposit amount required. If ASI fails to maintain timely compliance with its payment obligations, SWBT reserves the right to require additional deposit(s) in accordance with Section 7.1 and Section 7.5 through Section 7.10 of this Agreement.
- 7.5 If during the first six (6) months of operations under this Agreement, ASI has been sent one delinquency notification letter by SWBT, the deposit amount shall be re-evaluated based upon ASI's actual billing totals and shall be increased if ASI's actual billing average for a two (2) month period exceeds the deposit amount held.
- 7.6 Throughout the term of this Agreement and any extension(s) thereof, any time ASI has been sent two (2) delinquency notification letters by SWBT, the deposit amount shall be re-evaluated based upon ASI's actual billing totals and shall be increased if ASI's actual billing average for a two (2) month period exceeds the deposit amount held.
- 7.7 Whenever a deposit is re-evaluated as specified in Section 7.5 or Section 7.6, above, such deposit shall be calculated in an amount equal to the average billing to ASI for a two (2) month period plus the amount of any charges that would be applicable to transfer all of ASI's then-existing end users of resale services or network elements to SWBT in the event of ASI's disconnection for non-payment of charges. The most recent three (3) months billing on all of ASI's ESBAs and BANs for resale services or network elements shall be used to calculate ASI's monthly average.
- 7.8 Whenever a deposit is re-evaluated as specified in Section 7.5 and Section 7.6, above, ASI shall remit the additional deposit amount to SWBT within thirty (30) calendar days of receipt of written notification from SWBT requiring such deposit. If ASI fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, SWBT shall begin the process set forth in Section 9 of this Agreement. If ASI continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days specified in Section 9.3 of this Agreement, then SWBT shall begin the procedure(s) set forth in Section 9.5, et seq. of this Agreement.

- 7.9 This cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to SWBT. No interest shall be paid by SWBT for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit.
- 7.10 The fact that SWBT holds a cash deposit or irrevocable bank letter of credit does not relieve ASI from timely compliance with its payment obligations under this Agreement.

8. BILLING AND PAYMENT OF CHARGES

- 8.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for service(s) provided hereunder. Remittance in full will be due within thirty (30) days of each bill date. Late Payment Charges shall apply on all overdue amounts. In the event that any charge incurred under this Agreement is not paid when due, the unpaid amounts shall bear interest from the due date until paid in accordance with the Late Payment Charge provisions of SWBT's Commission ordered intrastate access services tariff or the highest rate permitted by law, whichever is less.
- 8.2 ASI shall make all payments to SWBT via certified check or electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by SWBT. Remittance information will be communicated together with the funds transfer via the ACH network. ASI shall use the CCD+ or the CTX transaction set. ASI and SWBT shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by SWBT no later than the due date of each bill or Late Payment Charges will apply. SWBT shall not be liable for any delays in receipt of funds or errors in entries caused by ASI or third parties, including but not limited to, ASI's financial institution. ASI is responsible for its own banking fees.
- 8.3 Whenever a Party disputes any billing made to it by the other Party under this Agreement, the Party disputing the billing shall open an interest bearing account with a third party escrow agent acceptable to the billing Party. To be acceptable, the third party escrow agent must meet all of the following criteria:
- 8.3.1 The financial institution proposed as the third party escrow agent must be located within the continental United States;
- 8.3.1 The financial institution proposed as the third party escrow agent may not be an Affiliate of either Party; and

- 8.3.1 The financial institution proposed as the third party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.
- 8.3.1 In addition to the foregoing requirements for the third party escrow agent, the disputing Party and the financial institution proposed as the third party escrow agent must agree that the escrow account will meet all of the following criteria:
 - 8.3.1 The escrow account must be an interest bearing account;
 - 8.3.1 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;
 - 8.3.1 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the third party escrow agent;
 - 8.3.1 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and
 - 8.3.1.1 Disbursements from the escrow account shall be limited to those:
 - 8.3.1.1 Authorized in writing by both the disputing Party and the billing Party; or
 - 8.3.1.1 Made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 10.7 of this Agreement; or
 - 8.3.1.1 Made in accordance with the final, non-appealable order of the court which had jurisdiction to enter the arbitrator's award pursuant to Section 10.7 of this Agreement.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

- 9.1 Unless otherwise specified, Sections 9.2, 9.3, 9.4 and 9.12 of this Agreement shall apply to all charges billed for all interconnection, resale services and network elements furnished under this Agreement. Unless otherwise specified, Sections 9.5 through 9.11 of this Agreement shall apply only to resale services and network elements furnished under this Agreement.

- 9.2 Failure of ASI to pay charges may be grounds for termination of this Agreement. If ASI fails to pay when due, any and all charges billed to ASI under this Agreement, including any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the due date, SWBT shall notify ASI in writing that in order to avoid having service disconnected, ASI must remit all Unpaid Charges to SWBT. With respect to resale services and network elements, SWBT will notify ASI that Unpaid Charges remain unpaid fifteen (15) calendar days after the due date and that ASI must remit payment within fourteen (14) calendar days from SWBT's notice.
- 9.3 If ASI desires to dispute any portion of the Unpaid Charges, ASI shall notify SWBT in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed and the specific details listed in Section 10.4.1 of this Agreement, together with the reasons for its dispute; immediately pay to SWBT all undisputed Unpaid Charges; and pay all disputed Unpaid Charges into an interest bearing escrow account that complies with the requirements set forth in Section 8.3 of this Agreement. Evidence that ASI has established the third party escrow account and deposited a sum equal to the disputed Unpaid Charges into that account must be furnished to SWBT before the Unpaid Charges will be deemed to be "disputed" under Section 10 of this Agreement. With respect to resale services and network elements, ASI shall notify SWBT of any dispute relating to the Unpaid Charges and furnish the evidence required by the preceding sentence within fourteen (14) calendar days following receipt of SWBT's notice of Unpaid Charges.
- 9.4 Disputes of any Unpaid Charges shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 10 of this Agreement. Failure of ASI to pay charges determined to be owed to SWBT within fifteen (15) calendar days of the conclusion of the Dispute Resolution method utilized shall be grounds for termination of this Agreement.
- 9.5 If any Unpaid Charges for resale services or network elements remain unpaid and undisputed twenty-nine (29) calendar days past the due date of such Unpaid Charges, SWBT shall notify ASI and the Commission that unless all Unpaid Charges are paid within sixteen (16) calendar days, the resale services and network elements furnished to ASI under this Agreement for which Unpaid Charges are outstanding (i.e., delinquent and undisputed) shall be disconnected. This notice shall further specify that to the extent SWBT has record(s) already in its possession that reflect the identity and the service provided and the serving address and the serving telephone number(s) for any of ASI's end users that will be affected by such disconnection, SWBT shall cause such end users to be defaulted to SWBT local service. On the same day that it sends the letter required by this sub-section 9.5, SWBT will suspend acceptance of any order (other than a

disconnect order) from ASI for any resale service or network element that could be furnished under this Agreement.

- 9.6 If any Unpaid Charges for resale services or network elements remain unpaid and undisputed forty (40) calendar days past the due date of the Unpaid Charges, ASI shall, at its sole expense, notify its end users and the Commission that the end users' service may be disconnected due to ASI's failure to pay Unpaid Charges, and that its end users must affirmatively select a new Local Service Provider within five (5) calendar days. This notice shall also advise ASI's end user that SWBT may assume the end user's account at the end of the five (5) calendar day period should the end user fail to select a new Local Service Provider in the interim.
- 9.7 If any Unpaid Charges for resale services or network elements furnished to ASI under this Agreement remain unpaid and undisputed forty-five (45) calendar days past the due date of such Unpaid Charges, SWBT shall disconnect such resale services or network elements. On the same date that these resale services or network elements are disconnected, to the extent SWBT has record(s) already in its possession that reflect the identity and the service provided and the serving address and the serving telephone number(s) for any of ASI's end users that will be affected by such disconnection and who have not selected another local service provider, SWBT shall cause such end users to be transferred directly to SWBT's local service. To the extent available at retail from SWBT, the end users transferred to SWBT's local service shall receive the same services provided through ASI immediately prior to the time of transfer. SWBT shall inform the Commission of the names of all end users transferred through this process. Applicable conversion charges and service establishment charges for transferring end users from ASI to SWBT as specified in this Section 9.7 shall be billed to ASI.
- 9.8 Within five (5) calendar days of the transfer (fifty (50) calendar days past the due date for such Unpaid Charges), SWBT shall notify all transferred end users that because of ASI's failure to pay SWBT, their local service is now being provided by SWBT. SWBT shall also notify each transferred end user that the end user has thirty (30) calendar days to select a new Local Service Provider.
- 9.9 If any end user transferred to SWBT's local service pursuant to Section 9.7 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer to SWBT's local service (eighty (80) calendar days past the due date for ASI's Unpaid Charges), SWBT shall terminate the end user's service. SWBT shall notify the Commission of the names of all end users whose service has been terminated pursuant to this Section 9.9. The transferred end user shall be responsible for any and all charges incurred during the selection period.

- 9.10 SWBT may discontinue service to ASI as provided in Section 9.7 of this Agreement, and shall have no liability to ASI or ASI's end users in the event of such disconnection.
- 9.11 Nothing in this Agreement shall be interpreted to obligate SWBT to continue to provide service to any transferred end user beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights SWBT has with regard to such end users; provided, however, following expiration of the selection period and disconnection of such end users, where facilities permit, SWBT will furnish transferred residential end users with "quick dial tone."
- 9.12 Once the letter required by Section 9.5 of this Agreement has been sent to ASI, SWBT shall not accept any order (other than a disconnect order) relating to resale services or network elements from ASI until
- 9.12.1 All Unpaid Charges are paid; and
- 9.12.2 ASI has furnished SWBT a cash deposit calculated pursuant to the terms and conditions of Section 7 of this Agreement.

10. DISPUTE RESOLUTION

10.1 Finality of Disputes.

- 10.1.1 Except as otherwise specifically provided for in this Agreement, no claims will be brought for disputes arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

10.2 Alternative to Litigation.

- 10.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

10.2 Commencing Dispute Resolution.

- 10.3.1 Dispute Resolution shall commence upon the sending from one Party to the other of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim

unless such written notice has first been given to the other Party. There are three (3) different Dispute Resolution processes (each is described below):

10.3.1.1 LSC Dispute Resolution;

10.3.1.2 Informal Dispute Resolution; and

10.3.1.3 Formal Dispute Resolution.

10.2 LSC Dispute Resolution.

10.4.1 The following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement.

10.4.2 If the written notice given pursuant to Section 10.3 discloses that the dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to SWBT's Local Service Center (LSC) for resolution. In order to resolve a billing dispute, ASI shall furnish SWBT written notice of the date of the bill in question, the ESBA or BAN number of the bill in question, the telephone number, circuit ID number or trunk number in question, the USOC information questioned, the amount billed and the amount in question and the reason that ASI disputes the billed amount. To be deemed a "dispute" under this Section 10.4, ASI must provide evidence that it has established an interest bearing escrow account that complies with the requirements set forth in Section 8.3 of this Agreement and deposited all questioned Unpaid Charges into that escrow account.

10.4.3 Disputes of charges appearing on SWBT's current billing statement are resolved approximately thirty (30) to sixty (60) calendar days from the date the dispute is accepted. If not resolved within thirty (30) calendar days, SWBT will notify ASI of the status of the dispute and the expected resolution date.

10.4.4 Disputes of charges appearing on statements prior to SWBT's current billing statement are generally resolved within thirty (30) to ninety (90) calendar days, but may take longer depending on the complexity of the dispute. SWBT will notify ASI within thirty (30) calendar days from the date the dispute is accepted regarding the status of the dispute and the expected resolution date.

10.4.5 If the billed Party is not satisfied by the LSC's resolution of the billing dispute, the billed Party may notify SWBT in writing that it wishes to

invoke the Informal Resolution of Disputes afforded pursuant to Section 10.5 of this Agreement.

10.5 Informal Resolution of Disputes

10.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 10.3 above, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

10.6 Formal Dispute Resolution

10.6.1 If the Parties are unable to resolve the dispute through the informal procedure described above in Section 10.5, then either Party may invoke the following formal Dispute Resolution procedures. Unless agreed upon by the Parties, formal dispute resolution procedures described below, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after the date of the letter initiating dispute resolution under Section 10.3.

10.6.2 Claims Subject to Mandatory Arbitration. The following claims, if not settled through informal dispute resolution, will be subject to mandatory arbitration pursuant to Section 10.7 below:

10.6.2.1 All unresolved billing disputes involving one percent or less of the amounts charged to ASI by SWBT under this Agreement during the Contract Year in which the dispute arises. During the first Contract Year the Parties will annualize the initial months up to one year.

10.6.2.2 Claims Not Subject to Arbitration. If the following claims are not resolved through informal dispute resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

10.6.2.2.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

10.6.2.2.2 Actions to compel compliance with the Dispute Resolution process.

10.6.2.2.3 All claims arising under federal or state statute(s), including, but not limited to, antitrust claims.

10.6.3 Claims Subject to Elective Arbitration. Claims will be subject to elective arbitration pursuant to Section 10.7 if, and only if, the claim is not settled through informal dispute resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

10.7 Arbitration.

10.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. Each arbitration will be held in Dallas, Texas, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The arbitrator shall be knowledgeable of telecommunications issues. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any

court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

10.8 No Conflict

10.8.1 The Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

11. AUDITS

11.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. In addition to the audits permitted by Appendix Performance Measurements, upon reasonable written notice and at its own expense, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters involving one of the Parties) shall have the right to conduct an audit of the other Party, which audit shall be limited to the sole purpose of determining compliance with the provisions of this Agreement; provided, that neither Party may request more than one (1) such audit within any twelve (12) month period. This includes on-site audits at the other Party's or the Party's vendor locations. Each Party, whether or not in connection with an audit, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement. Each Party's right to access information for audit purposes is limited to data not in excess of twenty-four (24) months in age. The audited Party may require the auditing Party to use the services of a third party independent auditor instead of its own employees for such audit if reasonably necessary to protect Proprietary Information.

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

12.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ELEMENTS, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER SWBT NOR ASI ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

13. LIMITATION OF LIABILITY

- 13.1 Except for indemnity obligations or as otherwise provided in specific appendices under this Agreement and except to the extent (if at all) prohibited by law or public policy, each Party's liability to the other Party for any loss relating to or arising out of such Party's performance under this Agreement, including but not limited to any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including but not limited to alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including but not limited to the Federal Telecommunications Act, shall not exceed in total the amount SWBT or ASI has charged or would have charged to the other Party for the affected service(s) or function(s) which were not performed or were improperly performed.
- 13.2 Except for losses alleged or claimed by an end user of either Party and except as otherwise provided in specific appendices, in the case of any loss alleged or claimed by a third party arising out of the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 13.3 Except to the extent (if at all) prohibited by law or public policy, neither ASI nor SWBT shall be liable to the other Party for any indirect, incidental, consequential, reliance, special or punitive damages suffered by the other Party (including, without limitation, damages for harm to business, loss of anticipated revenues, savings, or profits, or other economic loss suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including without limitation negligence of any kind, whether active or passive, (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Federal Telecommunications Act or other statute) and regardless of whether the Parties knew or had been advised of the possibility that such damages could result, in connection with or arising from anything said, omitted, or done hereunder or related hereto including willful acts or omissions (collectively, "Consequential Damages"); provided that the foregoing shall not limit a Party's obligation under this Agreement to indemnify, defend, and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees) and Consequential Damages of such third party. Except as provided in the prior sentences, each Party hereby releases and holds harmless the other Party (and such other Party's affiliates, and their respective officers, directors, employees and agents) from any such claim.

- 13.4 This Section 13 is not intended to exempt any Party from liability under this Agreement, but only to set forth the scope of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the interconnection, network elements and services hereunder and no different pricing reflecting different costs and different limits of liability was agreed to.

14. INDEMNIFICATION

- 14.1 Except as otherwise provided herein or in specific appendices, each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the service(s) and facility(ies) provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 14.2 Except as otherwise provided herein or in specific appendices, and to the extent not prohibited by law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any loss to a third party arising out of the negligence or willful misconduct by such Indemnifying Party, its agents, its end users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of services or functions under this Agreement.
- 14.3 In the case of any loss alleged or claimed by an end user of either Party, the Party whose end user alleged or claimed such loss ("Indemnifying Party") shall defend and indemnify the other Party ("Indemnified Party") against any and all such claims or loss by its end users regardless of whether the underlying service was provided by, or UNE was provisioned by, the Indemnified Party, unless the loss was caused by the gross negligence or intentional misconduct of the Indemnified Party.
- 14.4 ASI agrees to release, indemnify, defend and hold harmless SWBT from any and all loss, claims, demands, suits and other action, or any liability whatsoever, except for claims arising as a direct result of SWBT's own negligence or willful misconduct, arising out of SWBT's provision of E911 Service hereunder or out of ASI's end users' use of the E911 Service, whether suffered, made, instituted or asserted by ASI or its end users or by any other Parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by ASI, its end users or others.

- 14.5 SWBT shall not be liable for damages to an end user's premises resulting from the furnishing of UNEs, including the installation and removal of equipment and associated wiring, unless the damage is caused by SWBT's negligence or willful misconduct. SWBT does not guarantee or make any warranty with respect to UNEs when used in an explosive atmosphere.
- 14.6 Each Party shall be released, indemnified, defended and held harmless by the other Party ("Indemnifying Party") against any loss arising from the Indemnifying Party's use of services or elements provided under this Agreement involving:
- 14.6.1 Tort claims, including claims for libel;
 - 14.6.1 Slander;
 - 14.6.1 Invasion of privacy; or
 - 14.6.1 Infringement of copyright arising from the Indemnifying Party's own communications or the communications of its end users.
- This includes, but is not limited to, suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision UNEs provided hereunder or all other claims arising out of any act or omission of the end user in the course of using services or functions provided pursuant to this Agreement.
- 14.7 The Indemnifying Party agrees to defend any suit brought against the Indemnified Party for any loss identified in this Section or specific appendices. The Indemnified Party agrees to notify the Indemnifying Party promptly in writing of any written claims, lawsuits or demands for which the Indemnifying Party may be responsible under this Agreement. The Indemnified Party shall cooperate in every reasonable way to facilitate defense or settlement. The Indemnifying Party shall have the right to control and conduct the defense and settlement of any action or claim subject to the consultation of the Indemnified Party. The Indemnifying Party shall not be responsible for any settlement unless the Indemnifying Party approved such settlement in advance and agrees to be bound by the settlement agreement.
- 14.8 ASI acknowledges that its right under this Agreement to interconnect with SWBT's network and to unbundle and/or combine SWBT's network elements (including combining with ASI's network elements) may be subject to or limited by intellectual property (including, without limitation, patent, copyright, and trade secret rights) and contract rights of third parties. Subject to SWBT's obligations under any Commission decisions, it is the sole obligation of ASI to obtain any consents, authorizations, or licenses under intellectual property or proprietary

rights held by third parties that may be necessary for ASI's use of SWBT network facilities under this Agreement. SWBT hereby conveys no licenses to use such intellectual property rights and makes no warranties, express or implied, concerning ASI's (or any third party's) rights with respect to such intellectual property and contract rights, including, without limitation, whether such rights will be violated by such interconnection or unbundling and/or combining of elements (including combining with ASI's network elements) in SWBT's network. Subject to SWBT's obligations under any Commission decisions and except as specifically stated in this Agreement, SWBT does not and shall not indemnify or defend, nor be responsible for indemnifying or defending, ASI for any liability, losses, claims, costs, damages, demand, penalties or other expenses arising out of, caused by, or relating to ASI's interconnection with, SWBT's network and unbundling and/or combining SWBT's network elements (including combining with ASI's network elements).

14.9 Subject to SWBT's obligations under any Commission decisions and except as specifically stated in this Agreement, ASI agrees to release, indemnify and hold SWBT harmless from and against all liability, losses, claims, costs, damages, demand, penalties or other expenses, including but not limited to costs of litigation and reasonable attorneys fees, arising out of, caused by, or relating to any real or potential claim, demand, or action that ASI's interconnection with SWBT's network, or ASI's use of services or functions offered hereunder, or unbundling and/or combining of SWBT's network elements (including combining with ASI's network elements) violates or infringes upon any intellectual property rights of any third party or constitutes a breach of contract. SWBT shall notify ASI in writing within ten (10) days after SWBT receives notification of any claim or suit subject to this provision. ASI shall undertake and control the defense and settlement of any such claim or suit and SWBT shall cooperate fully with ASI in connection therewith. In no event shall SWBT be liable for any actual or consequential damages or loss of profits which ASI may suffer arising out of same.

14.10 ASI shall reimburse SWBT for damages to SWBT facilities utilized to provide UNEs hereunder caused by the negligence or willful act of ASI or resulting from ASI's improper use of SWBT facilities, or due to malfunction of any facilities or equipment provided by other than SWBT. Upon reimbursement for damages, SWBT will cooperate with ASI in prosecuting a claim against the person causing such damage. ASI shall be subrogated to the right of recovery by SWBT for the damages to the extent of such payment.

15. REMEDIES

15.1 Except as otherwise provided in this Agreement no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in

addition to any other rights or remedies now or hereafter existing under applicable law or otherwise

16. INTELLECTUAL PROPERTY

- 16.1 To the extent required by Commission decisions, SWBT will provide ASI with intellectual property rights related to SWBT's UNEs. ASI, as the provider of service using the UNEs, will provide all features, functions, and capabilities of the individual elements to end users. SWBT will provide a list of all vendors/licensors applicable to the subject UNE(s) (which vendors have provided SWBT a software license) within seven (7) days of a request for such a list by ASI. SWBT agrees to use its reasonable best efforts to facilitate the obtaining of any necessary license or right to use agreement. Except as may be required by Commission decisions, SWBT makes no warranties, express or implied, concerning ASI's (or any third party's) rights with respect to the use of intellectual property (including without limitation, patent, copyright, and trade secret rights). The Parties reserve the right to amend the Intellectual Property provision of this Agreement to reflect the FCC ruling (and any appeal therefrom) in CC Docket No. 96-98 (File No. CCB Pol 97-4), In the Matter of Petition of MCI for Declaratory Ruling
- 16.2 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of the Party.
- 16.3 SWBT will indemnify ASI for any claims of infringement arising from ASI's use of intellectual property within the scope of any "right to use" agreement negotiated by SWBT for ASI pursuant to Section 16.1 above. ASI will indemnify SWBT for any claims of infringement arising from ASI's use of intellectual property beyond the scope of any "right to use" agreement negotiated by SWBT for ASI pursuant to Section 16.1 above.

17. NOTICES

- 17.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent by registered mail and are deemed to have been given on the date received. Notice may also be effected by personal delivery or by overnight courier, and will be effective upon receipt. Notice may also be provided by facsimile, which will be effective on the next business day following the date of transmission; provided, however, notices to a Party's 24-hour maintenance contact number will be by telephone and/or facsimile and will be deemed to have been received on the date transmitted; and, provided further, notices to a Party's order confirmation number will be by telephone or facsimile and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other.

Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

NOTICE CONTACT	ASI CONTACT	SWBT CONTACT
NAME/TITLE	Joseph E. Cosgrove VP, General Counsel & Secretary	Contract Administration ATTN: Contract Manager
STREET ADDRESS	1010 N. St. Mary's, Room 1407	311 S. Akard, 9 th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	San Antonio, TX 78215	Dallas, TX 75202-5398

Either Party may unilaterally change its designated Contact and address for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated Contact and address for the receipt of notices shall be deemed effective ten (10) days following receipt by the other Party.

- 17.2 SWBT communicates official information to ASI via its Accessible Letter notification process. This process covers a variety of subjects, including but not limited to, updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.
- 17.2 ASI may elect in writing to receive Accessible Letter notification via electronic mail ("e-mail") distribution, either in lieu of or in addition to United States Postal Service (postage prepaid) distribution. ASI acknowledges that United States Postal Service (postage prepaid) delivery will delay receipt of the information for a minimum of three (3) to five (5) days from the date the information is made available via e-mail.
- 17.2 ASI may designate an unlimited number of recipients for Accessible Letter notification via e-mail, but ASI is limited to designating a maximum of four recipients (in addition to ASI Contact designated in Section 17.1 of this Agreement) for Accessible Letter notification via United States Postal Service (postage prepaid).
- 17.2 ASI shall submit a completed Notices/Accessible Letter Recipient Change Request Form (available on SBC's CLEC Handbook website) to the individual specified on that form to designate in writing each individual (other than the ASI Contact designated in Section 17.1 of this Agreement) to whom ASI requests Accessible Letter notification be sent, whether via e-mail or United States Postal

Service. ASI shall submit a completed Notices/Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any ASI recipient of Accessible Letters (other than the ASI Contact designated in Section 17.1 of this Agreement). Any completed Notices/ Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) days following receipt by SWBT.

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

- 18.1 The Parties agree not to use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.
- 18.2 Except as otherwise provided by the Merger Conditions, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for commercial purposes without prior written approval from such other Party.

19. NO LICENSE

- 19.1 Except at otherwise expressly provided in this Agreement, no license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

20. CONFIDENTIALITY

- 20.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data:
- 20.1.1 Furnished by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") dealing with customer-specific, facility-specific, or usage-specific information, other than customer information communicated for the purpose of publication or directory database

inclusion, 911, call processing, billing or settlement or as otherwise mutually agreed upon; or

- 20.1.1 In written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary"; or
- 20.1.1 Communicated orally and declared to the Receiving Party at the time of delivery, or by written notice given to the Receiving Party within ten (10) days after declaration to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the Disclosing Party.
- 20.2 Upon request by the Disclosing Party, the Receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, or otherwise. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement.
- 20.3 Each Party shall keep all the other Party's Proprietary Information confidential in the same manner in which it keeps its own Proprietary Information confidential, and shall use the other Party's Proprietary Information only for performing the covenants contained in the Agreement and shall disclose such Proprietary Information only to those employees, contractors, agents or Affiliates who have a need to know. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
- 20.4 Unless otherwise agreed, the obligations of confidentiality and nonuse set forth in the Agreement do not apply to such Proprietary Information that:
 - 20.4.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party;
 - 20.4.1 Is, or becomes publicly known through no wrongful act of the receiving Party;
 - 20.4.1 Is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information;
 - 20.4.1 Is independently developed by an employee, agent, or contractor of the Receiving Party which individual is not involved in any manner with the

provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information;

20.4.1 Is disclosed to a third person by the Disclosing Party without similar restrictions on such third person's rights;

20.4.1 Is approved for release by written authorization of the Disclosing Party;

20.4.1 Is required to be made public by the Receiving Party pursuant to applicable law or regulation provided that the Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with Section 20 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain. Notwithstanding the foregoing, SWBT shall be entitled to disclose confidential information on a confidential basis to regulatory agencies upon request for information as to SWBT's activities under the Act.

20.5 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Proprietary Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

20.6 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.

21. INTERVENING LAW

21.1 This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of orders and arbitration by the Missouri Public Service Commission and the SBC Communications Inc. and Ameritech Corporation merger proceeding in CC Docket No. 98-141 before the FCC. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent

jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its rights under this Intervening Law paragraph.

21. GOVERNING LAW

- 22.1 This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, Commission Rules and Regulations and the domestic laws of the State of Missouri, without regard to its conflicts of laws principles. The Parties submit to personal jurisdiction in St. Louis, Missouri and waive any and all objection to a Missouri venue.

21. REGULATORY APPROVAL

- 23.1 The Parties understand and agree that this Agreement and any Amendment or modification hereto will be filed with the PSC for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement satisfy the sections of the Act which are specifically referenced herein, and are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

24.1 Each Party will abide by applicable state or federal laws and regulations in obtaining end user authorization prior to changing end user's local service provider to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. ASI shall make authorization available to SWBT upon request and at no charge. Only an end user can initiate a challenge to a change in its local exchange service provider. If an end user notifies SWBT or ASI that the end user requests local exchange service, the Party receiving such request shall be free to immediately access such end user's CPNI subject to the requirements of section 1.4 of Appendix OSS in order to immediately provide service to such end user. When an end user changes or withdraws authorization, each Party shall release customerspecific facilities in accordance with the end user's direction or that of the end user's authorized agent. Further, when an end user abandons the premise, SWBT is free to reclaim the UNE facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

25. COMPLIANCE AND CERTIFICATION

- 25.1 Each Party shall comply with all federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.
- 25.2 Each Party warrants that it has obtained all necessary state certification required in those states prior to ordering services from the other Party pursuant to this Agreement. Upon request by any state governmental entity, each Party shall provide proof of certification.
- 25.3 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance to Law Enforcement Act ("CALEA"). To the extent that either Party shall be found by any court or administrative agency of competent jurisdiction to be non-compliant with the requirements of CALEA, such Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

26. LAW ENFORCEMENT

SWBT and ASI shall handle law enforcement requests as follows:

26.1 Intercept Devices:

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an end user of the other Party, it shall refer such request to the Party that serves such end user, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

26.2 Subpoenas:

If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, it shall refer the subpoena to the requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the end user's service provider, in which case the Party will respond to any valid request.

26.3 Emergencies:

If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party by the receiving Party's switch, that Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's end user and the Party serving such end user agrees to indemnify and hold the other Party harmless against any and all such claims.

27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

27.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other

regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

- 27.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

- 28.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-Party beneficiary rights hereunder. This Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

29. ASSIGNMENT

- 29.1 Each Party covenants that, if it sells or otherwise transfers to a third party its Telephone Exchange and/or Exchange Access network facilities within any territory within which SWBT is an Incumbent Local Exchange Carrier ("SWBT's Territory") as of the date of this Agreement, or any portion thereof, to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party, provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prompt written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

28. SUBCONTRACTING

- 30.1 If any obligation is performed through a subcontractor, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of Resale services or UNEs hereunder will provide for any indemnity, guarantee or assumption of liability by, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Proprietary Information covered by this Agreement will be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

31. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 31.1 ASI will in no event be liable to SWBT for any costs whatsoever resulting from the presence or release of any environmental hazard that ASI did not introduce to the affected work location. SWBT will indemnify, defend (at ASI's request) and hold harmless ASI, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from
- 31.1.1 Any environmental hazard that SWBT, its contractors or agents introduce to the work locations or
- 31.1.2 The presence or release of any environmental hazard for which SWBT is responsible under applicable law.
- 31.2 SWBT will in no event be liable to ASI for any costs whatsoever resulting from the presence or release of any environmental hazard that SWBT did not introduce to the affected work location. ASI will indemnify, defend (at SWBT's request) and hold harmless SWBT, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from i) any environmental hazard that ASI, its contractors or agents introduce to the work locations or ii) the presence or release of any environmental hazard for which ASI is responsible under applicable law.

32. FORCE MAJEURE

32.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

33. TAXES

33.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fee, transaction or similar taxes, fees or surcharges (hereinafter "Tax") imposed on or with respect to the services provided by or to such Party, except for any Tax on either Party's corporate existence, status, or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certificate.

33.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then:

33.2.1 The providing Party shall bill the purchasing Party for such Tax;

33.2.1 The purchasing Party shall remit such Tax to the providing Party; and

33.2.1 The providing Party shall remit such collected Tax to the applicable taxing authority.

- 33.3 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the end user in connection with any such purchase, then:

33.3.1 The purchasing Party shall be required to impose and/or collect such Tax from the end user; and

33.3.2 The purchasing Party shall remit such Tax to the applicable taxing authority.

The purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

- 33.4 If the providing Party fails to bill any Tax as required herein, then, as between the providing Party and the purchasing Party:

33.4.1 The purchasing Party shall remain liable for such unbilled and uncollected Tax; and

33.4.2 The providing Party shall be liable for any penalty and interest assessed with respect to such unbilled and uncollected Tax by such authority.

However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.

- 33.5 If the purchasing Party fails to impose and/or collect any Tax from endusers asrequired herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from end users, the purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

34. NON-WAIVER

- 34.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

35. NETWORK MAINTENANCE AND MANAGEMENT

- 35.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired result.
- 35.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will be conducted in such a manner as to avoid disruption or loss of service to other end users. Each Party will maintain the capability of respectively implementing basic protective controls such as "Cancel To" or "Call Gap."
- 35.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's end users. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

36. SIGNALING

- 36.1 The Parties will interconnect their networks using SS7 signaling as defined in GR-000317-CORE and GR-000394-CORE, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. Either Party may establish CCS interconnections either directly and/or through a third party. If CCS interconnection is established through a third party, the rates, terms, and

conditions of the Parties' respective tariffs will apply. If CCS interconnection is established directly between ASI and SWBT, the rates, terms, and conditions of Appendix SS7 will apply.

- 36.2 The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and function, to the extent each Party offers such features and functions to its own end users. All CCS signaling parameters deployed by both Parties will be provided including CPN. All privacy indicators will be honored.

37. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

- 37.1 ASI will not send to SWBT local traffic that is destined for the network of a third party unless ASI has the authority to exchange traffic with that third party.

38. CUSTOMER INQUIRIES

- 38.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.
- 38.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services:
- 38.2.1 Provide the number described in Section 38.1 to callers who inquire about the other Party's services or products; and
- 38.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.

39. EXPENSES

- 39.1 Except as specifically set out in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

40. SURVIVAL

- 40.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

41. SCOPE OF AGREEMENT

- 41.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

42. AMENDMENTS AND MODIFICATIONS

- 42.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties.

43. CROSS REFERENCES

- 43.1 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4) and 271(c)(2)(B)(iii)

SWBT shall provide to ASI access to Poles, Conduits and Rights of Ways pursuant to the Appendix POLES, which is attached hereto and incorporated herein by reference.

- 43.2 DATABASE ACCESS -- SECTION 271(c)(2)(B)(x)

SWBT shall provide to ASI nondiscriminatory access to databases and associated signaling necessary for call routing and completion pursuant to the Appendix UNE, which is attached hereto and incorporated herein by reference.

- 43.3 DIALING PARITY -- SECTION 251(b)(3); 271(c)(2)(B)(xii); and 271(e)(2)

The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.

SWBT shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

- 43.4 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)(A),(B),(C); 47 CFR § 51.305(a)(1)

SWBT shall provide to ASI Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange access traffic pursuant to the Appendix ITR, which is attached hereto and incorporated herein by reference. Methods for Interconnection and

Physical Architecture shall be as defined in the Appendix NIM, which is attached hereto and incorporated herein by reference.

43.5 OTHER SERVICES 271(c)(2)(B)(vii) and 271(c)(2)(B)(viii)

43.5.1 911 and E911 Services

Pursuant to Section 271(c)(2)(B)(vii)(I) of the Act, SWBT will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of the Appendix 911, which is attached hereto and incorporated herein by reference.

43.5.2 Hosting

At ASI's request, SWBT shall perform hosting responsibilities for the provision of billable message data and/or access usage data received from a CLEC for distribution to the appropriate billing and/or processing location or for delivery to a CLEC of such data via SWBT's internal network or the nationwide CMDS network pursuant to Appendix Host, which is attached hereto and incorporated herein by reference.

43.5.3 Signaling System 7 Interconnection

At CLEC's request, SWBT shall perform SS7 interconnection services for CLEC pursuant to the Appendix SS7, which is attached hereto and incorporated herein by reference.

43.6 RESALE -- SECTIONS 251(b)(1); 251(c)(4); 252(d)(3); and 271(c)(2)(B)(xiv)

SWBT shall provide to ASI Telecommunications Services for resale at wholesale rates pursuant to the Appendix Resale, which is attached hereto and incorporated herein by reference.

43.7 TRANSMISSION AND ROUTING OF SWITCHED ACCESS TRAFFIC PURSUANT TO 251(c)(2)

SWBT shall provide to ASI certain trunk groups ("Meet Point Trunks) under certain parameters pursuant to the Appendix ITR, which is attached hereto and incorporated herein by reference.

43.8 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)(D); 252(d)(1) and (2); 47 CFR § 51.305(a)(5)

The Appendix Compensation, which is attached hereto and incorporated herein by reference, prescribes traffic routing parameters for Local Interconnection Trunk Group(s) the Parties shall establish over the Interconnections specified in the Appendix ITR, which is attached hereto and incorporated herein by reference.

43.9 UNBUNDLED NETWORK ELEMENTS -- SECTIONS 251(c)(3), 271(c)(2)(B) (ii),(iv),(v),(vi),(x)

Pursuant to the Appendix UNE, which is attached hereto and incorporated herein by reference, SWBT will provide ASI access to UNEs for the provision of a telecommunication service as required by Sections 251 and 252 of the Act and in the Appendices hereto. ASI agrees to provide access to network elements to SWBT under the same terms, conditions and prices contained herein and in the appendices hereto.

43.10 FCC MERGER CONDITIONS

Pursuant to the Appendix FMC, which is attached hereto and incorporated herein by reference, SWBT and ASI will cooperate and provide each other such services to ensure compliance with merger conditions imposed in CC Docket No. 98-141.

44. OTHER REQUIREMENTS AND ATTACHMENTS

44.1 This Agreement incorporates a number of listed Attachments which, together with their associated Appendices, Exhibits and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Attachments have been grouped under broad headings. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability which any particular Attachment may otherwise have.

44.2 To the extent that any definitions, terms or conditions in any given Attachment differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment. In particular, if an Attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that Attachment will control the length of time that services or activities are to occur under the Attachment, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the Attachment.

45. AUTHORITY

- 45.1 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

46. COUNTERPARTS

- 46.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

47. ENTIRE AGREEMENT

- 47.1 The terms contained in this Agreement and any Schedules, Exhibits, Appendices, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

SBC ADVANCED SOLUTIONS, INC.

**SOUTHWESTERN BELL TELEPHONE
COMPANY**

Signature: Rebecca A. DeLaCruz

Signature: Sandy Kinney

Name: Rebecca A. DeLaCruz
(Print or Type)

Name: Sandy Kinney
(Print or Type)

Title: Vice President - Customer Services
(Print or Type)

Title: President - Industry Markets

Date: September 1, 1999

Date: SEP 03 1999

AECN/OCN# _____

APPENDIX BCR

APPENDIX BCR

BILLING, COLLECTING AND REMITTING

This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.

I. SCOPE OF APPENDIX

This Appendix shall apply to procedures for the billing, collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:

- A. LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - 1. Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - 2. Directory Assistance Calls Charged to a Calling Card or to a Third Number.
 - 3. Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
 - 4. Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
- B. LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the TCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types:
 - 1. Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 2. Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3. Radio Link Charges where service is provided by one LEC and billed by another LEC.

II. RESPONSIBILITIES OF THE PARTIES

- A. ASI agrees to bill, collect and remit to SWBT the charges for the services described in Section I. which charges are earned by any LEC (including SWBT), but which are to be billed to end users of ASI.
- B. In those cases in which the charges for the services listed in Section I above are due any LEC other than SWBT, SWBT will arrange to transfer these and charges to the appropriate company in accordance with accepted industry standards.
- C. Charges for the services listed in Section I above to be billed, collected and by ASI for SWBT's benefit, shall be remitted by ASI to SWBT within thirty (30) days of the date of SWBT's bill to ASI for such services.
- D. SWBT agrees to bill and collect (or to have another LEC bill and collect, where the appropriate), and to remit to ASI, the charges for the services described in Section I above, which charges are earned by ASI, but which are to be billed by another LEC (including SWBT) to the end users of that LEC.
- E. Charges for the services listed in Section I above to be billed, collected and remitted by SWBT or another LEC for ASI's benefit, shall be remitted by SWBT to ASI within thirty (30) days of the date of ASI's bill to SWBT for such services.
- F. The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section III below, due the Party for performing the end user billing function. The Party billing the end user shall be responsible for all uncollectible amounts related to the services described remitted in Section I above. Notwithstanding this paragraph, SWBT may net amounts due to ASI under this Appendix against amounts owed to SWBT when SWBT renders a bill to ASI hereunder.
- G. Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

III. COMPENSATION

A Party performing the services described in Section I. para. A. above will compensate the other Party in the amount outlined in Appendix Pricing for each charge billed for any service described in Section I. para. A. above and subsequently remitted pursuant to this Appendix by such other Party to the Party performing the services described in Section I. para. A above. A Party performing the services described in Section I. para. B. above will compensate the other Party in the amount outlined in Appendix Pricing for each charge billed for any service described in Section I. para. B. above and subsequently remitted

pursuant to this Appendix by such other Party to the Party performing the services described in Section I. para. B. above. Such compensation shall be paid (unless a Party has collected such compensation as described in Section II. para. F. above) within thirty (30) days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section II.

IV. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

V. 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 AIN

APPENDIX AIN

AIN CALL RELATED DATABASE

I. SERVICE

- A. AIN is a Network Architecture that uses distributed intelligence in centralized databases to control call processing and manage network information, rather than performing those functions at every switch.
- B. SWBT will provide ASI access to the Service Creation Environment (SCE) to design, create, test and deploy AIN-based features, equivalent to the access it provides to itself, providing that security arrangements can be made. ASI requests to use the SWBT SCE will be subject to request and review procedures to be agreed upon by the Parties.
- C. When ASI utilizes SWBT's Local Switching network element and requests SWBT to provision such network element with a technically feasible AIN trigger, SWBT will provide access to the appropriate AIN Call Related Database for the purpose of invoking either an SWBT AIN feature or a ASI developed AIN feature as per previous section.
- D. When ASI utilizes its own local switch, SWBT will provide access to the appropriate AIN Call Related Database for the purpose of invoking either an SWBT AIN feature or a ASI developed AIN feature as per previous section.
- E. SWBT will provide access to AIN Call Related databases in a nondiscriminatory and competitively neutral manner. Any mediation, static or dynamic, will only provide network reliability, protection, security and network management functions consistent with the access service provided. Any network management controls found necessary to protect the AIN SCP from an overload condition will be applied based on non-discriminatory guidelines and procedures either (1) resident in the SWBT STP that serves the appropriate AIN SCP or (2) via manual controls that are initiated from SWBT Network Elements. Such management controls will be applied to the specific problem source, wherever that source is, including SWBT, and not to all services unless a problem source cannot be identified.
- F. As requested by ASI, SWBT will provide specifications and information reasonably necessary for ASI to utilize SWBT SCE as provided above.
- G. SWBT SCP will partition and take reasonable steps to protect ASI service logic and data from unauthorized access, execution or other types of compromise, where technically feasible.

II. 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 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 ASI 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.

The performance measures, remedies plan, related auditing and review procedures contained herein are subject to modification by final decisions of the Commission and subsequent approval by SWBT.

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 (non-compliance) 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) ASI'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 ASI, c) any Force Majeure Event, or d) for INP, where memory limitations in the switch in the service office cannot accommodate the request, or e) non-SWBT problems associated with third-party systems or equipment, which could not have been avoided by SWBT in exercise of reasonable diligence.

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 ASI might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of ASI 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 ASI would sustain if a Specified Performance Breach occurs, SWBT agrees to pay ASI, 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

ASI 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 (exceeds the K value) for Performance Measurements and the Specified Activities listed for each category and or service type listed in 6.3 below.

The total amounts computed annually for all CLECs served by SWBT in the state of Missouri shall not exceed \$2.7M.

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 below) that is related to the total number of measurements required to be reported to ASI. 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 ASI first purchases the type of service or unbundled network element(s) associated with a particular performance measurement. 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.

Critical Z - Statistic Table

Number of Performance Measures	K Values	Critical Z-value
10-19	1	1.79
20-29	2	1.73
30-39	3	1.68
40-49	3	1.81
50-59	4	1.75
60-69	5	1.7
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	Calculated for Type-1 Error Probability of 5%	Calculated for Type-1 Error Probability of 5%

- 6.3 Liquidated damages in the amount specified in the table below apply to all "non-compliant" measures on a per occurrence basis based on the designation of the measure as Per Occurrence or Per Occurrence w/Cap, High, Medium, or Low and the number of consecutive months. The amount of liquidated damages in a single month shall not exceed the amount listed in the Per Measure/Cap table below.

LIQUIDATED DAMAGES TABLE

PER OCCURRENCE						
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
High	\$150	\$250	\$500	\$600	\$700	\$800
Medium	\$ 75	\$150	\$300	\$400	\$500	\$600
Low	\$ 25	\$ 50	\$100	\$200	\$300	\$400

PER MEASURE/CAP						
Measurement Group	Month 1	Month 2	Month3	Month4	Month 5	Month 6
High	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Medium	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
Low	\$ 5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000

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

6.3.1 Pre-Ordering

- 6.3.1.1 Specified Activity - Average response time for OSS Pre-Order Interfaces
Measurement Group – Low – Per Occurrence w/Cap

6.3.2 Ordering and Provisioning**6.3.2.1 POTS**

- 6.3.2.1.1 Specified Activity - Mean installation interval
Measurement Group – High – Per Occurrence
- 6.3.2.1.2 Specified Activity - Percent SWBT Caused Missed Due Dates
Measurement Group - High – Per Occurrence
- 6.3.2.1.3 Specified Activity – Average Delay Days for Company Missed
Due Dates
Measurement Group – Medium – Per Occurrence

6.3.2.2 Specials

- 6.3.2.2.1 Specified Activity - Average installation interval
Measurement Group – High – Per Occurrence
- 6.3.2.2.2 Specified Activity - Percent SWBT Caused Missed Due Dates
Measurement Group – High – Per Occurrence
- 6.3.2.2.3 Specified Activity – Average Delay Days for Company Missed
Due Dates
Measurement Group - Medium – Per Occurrence

6.3.2.3 UNEs

- 6.3.2.3.1 Specified Activity - Percent Installation Completed in “X”
Days
Measurement Group – Medium – Per Occurrence
- 6.3.2.3.2 Specified Activity - Percent SWBT Caused Missed Due Dates
Measurement Group – High – Per Occurrence
- 6.3.2.3.3 Specified Activity – Average Delay Days For Company Missed
Due Dates
Measurement Group – Medium – Per Occurrence

6.3.2.4 Order Accuracy

- 6.3.2.4.1 Specified Activity - Percent POTS Trouble Reports Within 10
Days of Installation
Measurement Group – High – Per Occurrence
- 6.3.2.4.2 Specified Activity - Percent Specials Trouble Reports Within
30 Days of Installation
Measurement Group – High – Per Occurrence
- 6.3.2.4.3 Specified Activity - Percent UNE Trouble Reports Within 30
Days of Installation
Measurement Group – High – Per Occurrence

6.3.2.5 Order Status

6.3.2.5.1 Specified Activity - Percent Firm Order Completions (FOCs)
Received Within "X" Hours

Measurement Group – Low – Per Occurrence w/Cap

6.3.2.5.2 Specified Activity - Percent Mechanized Completions Returned
Within One Day of Work Completion

Measurement Group – Low – Per Occurrence

6.3.2.5.3 Specified Activity – Order Process Percent Flow Through

Measurement Group – Low – Per Occurrence w/Cap

6.3.3 Maintenance/Repair**6.3.3.1 POTS**

6.3.3.1.1 Specified Activity - Receipt To Clear Duration
Measurement Group – High – Per Occurrence

6.3.3.1.2 Specified Activity - Percent Repeat Reports
Measurement Group – High – Per Occurrence

6.3.3.1.3 Specified Activity - Customer Trouble Report Rate
Measurement Group – High – Per Occurrence

6.3.3.1.4 Specified Activity - Percent Missed Repair Commitments
Measurement Group – High – Per Occurrence

6.3.3.2 Specials

6.3.3.2.1 Specified Activity - Mean Time to Restore
Measurement Group – High – Per Occurrence

6.3.3.2.2 Specified Activity - Percent Repeat Reports
Measurement Group – High – Per Occurrence

6.3.3.2.3 Specified Activity - Failure Frequency
Measurement Group – Low – Per Occurrence

6.3.3.3 UNEs

6.3.3.3.1 Specified Activity - Mean Time to Restore
Measurement Group – High – Per Occurrence

6.3.3.3.2 Specified Activity - Percent Repeat Reports
Measurement Group – High – Per Occurrence

6.3.3.3.3 Specified Activity - Customer Trouble Report Rate
Measurement Group – High – Per Occurrence

6.3.3.3.4 Specified Activity - UNEs Percent Missed Repair Commitments
Measurement Group – High – Per Occurrence

6.3.4 Interconnection Trunks

6.3.4.1 Specified Activity - Percent Trunk Blockage
Measurement Group – Medium – Per Occurrence w/Cap

6.3.4.2 Specified Activity – Average Trunk Restoration Interval for Service
Affecting Trunk Groups
Measurement Group – Low – Per Occurrence

6.3.5 Billing

6.3.5.1 Specified Activity - Billing Timeliness
Measurement Group – Low – Per Occurrence w/Cap

6.3.6 Local Number Portability

6.3.6.1 Specified Activity – Percent Pre-Mature Disconnects (Coordinated
Cutovers)
Measurement Group – Low – Per Occurrence

6.3.7 Collocation

6.3.7.1 Specified Activity – Percent Missed Collocation Due Dates
Measurement Group – Medium – Per Occurrence

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 ASI 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 ASI; 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 ASI 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 ASI 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 ASI 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 ASI 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 ASI 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 ASI'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 ASI 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 ASI 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 ASI requests such consultation and the issues raised by ASI have not been resolved within 45 days after ASI's request for consultation, then SWBT will allow ASI to have an independent audit conducted, at ASI's expense, of SWBT's performance

measurement data collection, computing, and reporting processes. The auditor will enter into an appropriate non-disclosure agreement. ASI may not request more than one audit per twelve calendar months under this section. This section does not modify ASI's audit rights under other provisions of this Agreement.

- 9.6 Should SWBT at some future date purchase local services from ASI, 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 set forth in this Appendix will apply during the first three months after ASI 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 review the performance measurements every six months to determine whether measurements should be added, deleted, or modified.
- 10.3 Criteria for review of performance measurements shall be whether there is an omission or failure to capture intended performance and whether there is duplication of another measurement.
- 10.4 Any changes to existing performance measurements shall be by mutual agreement of the parties, and if necessary, with respect to new measures, by arbitration.

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, DataGate and EDI where the pre-order functionality is integrated) by function.

Calculation – $\sum[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})] \div (\text{Number of Queries Submitted in Reporting Period})$

Report Structure – Reported on an ASI and all CLECs basis by interface for DataGate and Verigate.

Benchmark – To be determined

11.1.2 Measurement - Percent Responses Received within "X" seconds – OSS Interfaces

Definition - The percent of responses completed in "x" seconds for pre-order interfaces (Verigate, DataGate and EDI where the pre-order functionality is integrated) by function._

Calculation - (# of responses within each time interval ÷ total responses) * 100

Report Structure - Reported on a company basis by interface for DATAGATE and VERIGATE.

- **Benchmark:** To be determined
- **Address Verification**
- **Request For Telephone Number**
- **Request For Customer Service Record (CSR)**
- **Service Availability**
- **Service Appointment Scheduling (Due Date)**
- **Dispatch Required**
- **PIC**

11.1.3 Measurement - EASE Average Response Time

Definition - Average screen to screen response from the SWBT side of the Remote Access Facility (RAF) and return

Calculation - $\Sigma[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})] \div (\text{Number of Queries Submitted in Reporting Period})$

Report Structure - Reported for all CLECs and SWBT by division name (CPU platform)

Benchmark - Equal to SWBT's own

11.1.4 Measurement - OSS Interface Availability

Definition - Percent of time OSS interface is available compared to scheduled availability

Calculation - $((\text{Hours functionality is available during the scheduled available hours}) \div \text{Scheduled system available hours}) * 100$

Report Structure - Reported on an aggregate CLEC basis by interface e.g. EASE, DATAGATE, VERIGATE, LEX, EDI, and TOOLBAR. The RAF will be reported on an individual ASI basis.

Benchmark - 99.5%

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

Definition - Percent of FOCs returned within a specified time frame from receipt of a complete and accurate service request to return of confirmation to ASI

Calculation - $(\# \text{ FOCs returned within "X" hours} \div \text{total FOCs sent}) * 100.$

Report Structure - Reported for ASI and all CLECs. This includes mechanized from EDI and LEX and manual (FAX or phone orders)

Benchmark - All Res and Bus 95%/ Complex Bus 94%/ UNE Loop (>50)

94%/Switch Ports 95%, the Average for the remainder of each measure disaggregated shall not exceed 20% of the established benchmark.

11.1.6 Measurement - Average Time To Return FOC

Definition - The average time to return FOC from receipt of complete and accurate service request to return of confirmation to ASI

Calculation - $\Sigma[(\text{Date and Time of FOC}) - (\text{Date and Time of Order Acknowledgment})] \div (\# \text{ of FOCs})$

Report Structure - Reported for ASI and all CLECs

Benchmark - Not Required

11.1.7 Measurement - Percent Mechanized Completions Returned Within 1 Hour of Completion in SORD

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

Calculation - $(\# \text{ mechanized completions returned to ASI within 1 hour of completion in SORD} \div \text{total completions}) * 100$

Report Structure - Reported for ASI and all CLECs for the electronic interfaces (EDI and LEX).

Benchmark - 97%

11.1.7.1 Measurement - Percent Mechanized Completions Returned Within 1 Day Of Work Completion

Definition - Percent Mechanized Completions Returned Within 1 Day

Calculation - $(\# \text{ mechanized completions returned to ASI within 1 day of work completion} \div \text{total mechanized completions}) * 100$

Report Structure - Reported for ASI and all CLECs for the electronic interfaces (EDI and LEX)

Benchmark - 97%

11.1.8 Measurement - Average Time to Return Mechanized Completions

Definition - Average time required to return a mechanized completion

Calculation - $\Sigma [(\text{Date and Time of Notice Of Completion Issued to ASI}) - (\text{Date and Time of Work Completion})] \div (\# \text{ of Orders Completed})$.

Report Structure - Reported on ASI and all CLECs for the electronic interfaces (EDI and LEX).

Benchmark - No Benchmark

11.1.9 Measurement - Percent Rejects

Definition - The number of rejects compared to the issued orders for the electronic interfaces (EDI and LEX)

Calculation - $(\# \text{ of rejects} \div \text{total orders issued}) * 100$

Report Structure - Reported on ASI and all CLECs for the electronic interfaces (EDI and LEX)

Benchmark - Not required (Diagnostic)

11.1.10 Measurement - Percent Mechanized Rejects Returned Within 1 Hour Of Receipt of Reject in LASR

Definition - Percent mechanized rejects returned within 1 hour of the receipt of the reject in LASR.

Calculation - $(\# \text{ mechanized rejects returned within 1 hour} \div \text{total rejects}) * 100$

Report Structure - Reported for ASI and all CLECs for the electronic interfaces (EDI and LEX)

Benchmark - 97% within 1 hour of the receipt of a reject in LASR

11.1.11 Measurement - Mean Time to Return Mechanized Rejects

Definition - Average time required to return a mechanized reject

Calculation - $\sum[(\text{Date and Time of Order Rejection}) - (\text{Date and Time of Order Acknowledgment})] \div (\# \text{ of Orders Rejected})$

Report Structure - Reported on ASI and all CLECs for the electronic interfaces (EDI and LEX)

Benchmark - 97% within 1 hour of the receipt of a reject in LASR

11.1.12 Measurement - Mechanized Provisioning Accuracy

Definition - Percent of mechanized orders completed as ordered

Calculation - $(\# \text{ of orders completed as ordered} \div \text{total orders}) * 100$

Report Structure - Reported by ASI, all CLECs and SWBT

Benchmark - Equal to SWBT's own

11.1.13 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 - $(\# \text{ of orders that flow through} \div \text{total orders}) * 100$

Report Structure - Reported by in ASI, CLECs and SWBT

Benchmark - Equal to SWBT's own

11.2 Billing

11.2.14 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.

Calculation - $(\# \text{ of bills not corrected prior to bill release} \div \text{total bills audited}) * 100$

Report Structure - Reported for aggregate of all CLECs and SWBT for the CRIS, CABS and Usage bill audits

Benchmark - Equal to SWBT's own

11.2.15 Measurement - Percent of Accurate And Complete Formatted Mechanized Bills

Definition - The percent of monthly bills sent to ASI via the mechanized EDI

process that are accurate and complete.

Calculation - $(\text{Count of accurate and complete formatted mechanized bills via EDI} \div \text{total \# of mechanized bills via EDI}) * 100$

Report Structure - Reported for ASI and all CLECs

Benchmark - 99%

11.2.16 **Measurement** - Percent Of Usage Records Transmitted Correctly

Definition - The percent of usage records transmitted correctly on the Daily Usage extract feed.

Calculation - $(\text{Count of usage records transmitted correctly} \div \text{total usage records transmitted}) * 100$

Report Structure - Reported for ASI and all CLECs

Benchmark - 95% within 6th workday

11.2.17 **Measurement** - Billing Completeness

Definition - Percent of service orders completed within the billing cycle that post in the CRIS or CABS billing systems prior to the customer's bill period.

Calculation - $(\text{Count of on-time service orders included in current applicable bill period} \div \text{total service orders in current applicable bill period}) * 100$

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Equal to SWBT's own

11.2.18 **Measurement** - Billing Timeliness (Wholesale Bill)

Definition - Billing timeliness measures the length of time from the billing date to the time it is sent or transmitted (made available) to ASI.

Calculation - $(\text{Count of bills transmitted on time} \div \text{total number of bills released}) * 100$

Report Structure - Reported for ASI and all CLECs

Benchmark - 95% within the 6th work day

11.2.19 **Measurement** - Daily Usage Feed Timeliness

Definition - Usage information is sent to ASI on a daily basis. This usage data must be sent to ASI within 6 work days in order to be considered timely.

Calculation - $(\text{Number of usage feeds transmitted on time} \div \text{total number of usage feeds}) * 100$

Report Structure - Reported for ASI and all CLECs

Benchmark - 95% within the 6th work day

11.2.20 **Measurement** - Unbillable Usage

Definition - The percent usage data that is unbillable.

Calculation - $(\text{Total unbillable usage} \div \text{total usage}) * 100$

Report Structure - Reported for the aggregate of SWBT and ASI

Benchmark - Not required (Aggregate measurement)

11.3 Miscellaneous Administrative

11.3.21 **Measurement** - Local Service Center (LSC) Average Speed Of Answer

Definition - The average time a customer is in queue.

Calculation - Total queue time \div total calls

Report Structure - Reported for all calls to the LSC by operational separation and SWBT

Benchmark - Equal to SWBT's own

11.3.22 **Measurement** - LSC Grade Of Service (GOS)

Definition - Percent of calls answered by the LSC within 20 seconds

Calculation - Total number of calls answered by the LSC within a specified period of time \div total number of calls answered by the LSC

Report Structure - Reported for all calls to the LSC by operational separation and SWBT

Benchmark - Equal to SWBT's own

11.3.23 **Measurement** - Percent Busy in the LSC

Definition - Percent of calls which are unable to reach the LSC due to a busy condition in the ACD

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

Report Structure - Reported for all CLECs and SWBT

Benchmark - Equal to SWBT's own

11.3.24 **Measurement** - LOC Average Speed Of Answer

Definition - The average time a customer is in queue.

Calculation - Total que time \div total calls

Report Structure - Reported for all calls to the LOC for all CLECs and SWBT

Benchmark - Equal to SWBT's own

11.3.25 **Measurement** - LOC Grade Of Service (GOS)

Definition - Percent 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 \div total number of calls answered by the LOC

Report Structure - Reported for all calls to the LOC by operational separation and SWBT retail (Repair Bureau)

Benchmark - Equal to SWBT's own

11.3.26 **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

11.4.27 **Measurement** - Mean Installation Interval

Definition - Average business days from application date to completion date

Calculation - $[\sum(\text{completion date} - \text{application date})] \div (\text{Total number of orders completed})$

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Resale POTS parity between FW compared to SWBT FW (N,T,C order types) and NFW compared to SWBT Retail NFW (N,T,C order types).

UNE combo parity between FW compared to SWBT FW (N,T,C order types) and NFW compared to SWBT retail NFW (N,T,C order types).

11.4.28 **Measurement** - Percent Installations Completed within "X" Business Days (POTS)

Definition - Measure of orders completed within 5 business days for field work (FW) orders and 3 business days for No field work (NFW) orders of application date.

Calculation - $(\text{Count of orders installed within business 5 days} \div \text{total orders}) * 100$ Ls and SWBT

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Resale POTS parity between FW compared to SWBT FW (N,T,C order types) and NFW compared to SWBT Retail NFW (N,T,C order types).

UNE combo parity between FW compared to SWBT FW (N,T,C order types) and NFW compared to SWBT retail NFW (N,T,C order types).

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

Definition - Percent of N,T,C orders where installation was not completed by the due date as a result of a SWBT caused missed due date.

Calculation - $(\text{Count of N,T,C orders not completed by the due date} \div \text{total number of orders}) * 100$

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Resale POTS parity between FW compared to SWBT FW (N,T,C order types) and NFW compared to SWBT Retail NFW (N,T,C order types).

UNE combo parity between FW compared to SWBT FW (N,T,C order types) and NFW compared to SWBT retail NFW (N,T,C order types).

11.4.30 **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 orders with missed due dates due to lack of facilities ÷ total orders completed) * 100 (Calculated monthly based on posted orders)

Report Structure - Reported for ASI, all CLECs and SWBT Retail for POTS

Benchmark - Resale POTS parity compared to SWBT (N,T,C order types). UNE Combo Parity compared to SWBT (N, T, C order types)

11.4.31 **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 - $\Sigma(\text{Completion date} - \text{due date}) \div (\# \text{ of completed orders with a SWBT caused missed due date due to lack of facilities})$

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Resale POTS parity compared to SWBT (N,T,C order types). UNE Combo Parity compared to SWBT (N, T, C order types)

11.4.32 **Measurement** - Average Delay Days for SWBT Caused Missed Due Dates

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

Calculation - $\Sigma(\text{Completion date} - \text{due date}) \div (\text{total } \# \text{ of completed orders with a SWBT caused missed due date})$

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Resale POTS parity between FW compared to SWBT FW (N,T,C order types) and NFW compared to SWBT Retail NFW (N,T,C order types). UNE combo parity between FW compared to SWBT FW (N,T,C order types) and NFW compared to SWBT retail NFW (N,T,C order types).

11.4.33 **Measurement** - Percent SWBT Caused Missed Due Dates > 30 Days

Definition - Percent of orders where installation was completed >30 days following the due date

Calculation - (Count of orders completed > 30 days following the due date ÷ total number of orders completed) * 100

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Resale POTS parity between FW compared to SWBT FW (N,T,C order types) and NFW compared to SWBT Retail NFW (N,T,C order types). UNE combo parity between FW compared to SWBT FW(N,T,C order types) and NFW compared to SWBT retail NFW (N,T,C order types).

11.4.34 **Measurement** - Count of Orders Canceled After the Due Date (SWBT Caused)

Definition - A count of the total number of orders canceled after the order became due. Only orders canceled with SWBT missed codes are included.

Calculation - Cancel date > due date

Report Structure - Reported for ASI and the aggregate of all CLECs and SWBT. Count is divided into 1-30 delay days/31-90 delay days/>90 delay days

Benchmark - Not required (Diagnostic)

11.4.35 Measurement - Percent Trouble Reports Within 10 Days Of Install

Definition - Percent of N,T,C orders that receive a network customer trouble report within 10 calendar days of service order completion

Calculation - (Count of N, T, C orders that receive a network customer trouble report within 10 calendar days of service order completion ÷ total # of orders) * 100

Report Structure - Reported for POTS Resale by ASI, total CLECs and SWBT

Benchmark - Resale POTS parity between FW compared to SWBT FW (N,T,C order types) and NFW compared to SWBT Retail NFW (N,T,C order types).

UNE combo parity between FW compared to SWBT FW (N,T,C order types) and NFW compared to SWBT retail NFW (N,T,C order types).

11.4.36 Measurement - Percent No Access (Service Orders With No Access)

Definition - Percent of Field Work (FW) orders with a status of "No Access"

Calculation - Count of orders that are No Access ÷ total orders

Report Structure - Reported for ASI, total CLECs and SWBT

Benchmark - Resale POTS parity between FW compared to SWBT FW (N,T,C order types) and NFW compared to SWBT Retail NFW (N,T,C order types).

UNE combo parity between FW compared to SWBT FW (N,T,C order types) and NFW compared to SWBT retail NFW (N,T,C order types).

11.5 POTS - Maintenance**11.5.37 Measurement - Trouble Report Rate**

Definition - The number of customer trouble reports per 100 lines

Calculation - [Total number of customer trouble reports ÷ (total lines ÷ 100)].

Report Structure - Reported for POTS Resale trouble reports by ASI, all CLECs and SWBT

Benchmark - POTS - Parity with SWBT Retail

UNE Combo - Parity with SWBT Business and Residence combined.

11.5.38 Measurement - Percent Missed Repair Commitments

Definition - Percent of trouble reports not cleared by the commitment time

Calculation - (Count of trouble reports not cleared by the commitment time for ÷ total trouble reports) * 100

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - POTS - Parity with SWBT Retail

UNE Combo - Parity with SWBT Business and Residence combined

11.5.39 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

Calculation - $\Sigma[(\text{Date and time SWBT clears ticket with customer}) - (\text{Date and time ticket received})] \div \text{total customer trouble reports}$

Report Structure - Reported for POTS Resale trouble reports by ASI, all CLECs and SWBT

Benchmark - POTS – Parity with SWBT Retail

UNE Combo – Parity with SWBT Business and Residence combined

11.5.40 Measurement - Percent Out Of Service (OOS) < 24 Hours

Definition - Percent of OOS trouble reports cleared in less than 24 hours

Calculation - $(\text{Count of OOS trouble reports} < 24 \text{ hours} \div \text{total number of OOS trouble reports}) * 100$

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - POTS – Parity with SWBT Retail

UNE Combo – Parity with SWBT Business and Residence combined

11.5.41 Measurement - Percent Repeat Reports

Definition - Percent of customer trouble reports received within 10 calendar days of a previous customer report

Calculation - $(\text{Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within 10 calendar days of a previous customer report} \div \text{total customer trouble reports not caused by CPE or wiring and excluding subsequent reports}) * 100$

Report Structure - Reported by ASI, all CLECs and SWBT

Benchmark - POTS – Parity with SWBT Retail

UNE Combo – Parity with SWBT Business and Residence combined

11.5.42 Measurement – Percent No Access (% of Trouble Reports With No Access)

Definition – Percent of dispatched customer trouble reports with a status of “No Access”.

Calculation – $\text{Count of trouble reports with a status of “No Access” to customer’s premise} \div \text{total dispatched customer trouble reports}$

Report Structure – Reported for ASI, total CLECs and SWBT

Benchmark - POTS – Parity with SWBT Retail

UNE Combo – Parity with SWBT Business and Residence combined

11.6 Specials - Provisioning

11.6.43 Measurement - Average Installation Interval

Definition - Average business days from application date to completion date for N,T,C orders by item or circuit.

Calculation - $[\Sigma(\text{completion date} - \text{application date})] \div (\text{total number of circuits completed})$

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Equal to SWBT's own**11.6.44 Measurement - Percent Installations Completed Within "X" Business Days****Definition** - Percent installations completed within "X" business days.**Calculation** - $(\text{Count of circuits installed within "X" business days} \div \text{total circuits}) * 100$ **Report Structure** - Reported for ASI, all CLECs and SWBT**Benchmark - Equal to SWBT's own****11.6.45 Measurement - Percent SWBT Caused Missed Due Dates****Definition** - Percent of N,T,C orders where installations were not completed by the due date.**Calculation** - $(\text{Count of circuits with missed due dates excluding customer caused misses} \div \text{total number of circuits}) * 100$ **Report Structure** - Reported for ASI, all CLECs and SWBT**Benchmark - Equal to SWBT's own****11.6.46 Measurement - Percent Installation Reports Within 30 Days (I-30)****Definition** - Percent of N,T,C orders by circuit that receive a network customer trouble report within 30 calendar days of service order completion**Calculation** - $(\text{Count of circuits that receive a network customer trouble report within 30 calendar days of service order completion} \div \text{total circuits (excludes trouble reports received on the due date)}) * 100$ **Report Structure** - Reported for ASI, all CLECs and SWBT**Benchmark - Equal to SWBT's own****11.6.47 Measurement - Percent SWBT Missed Due Dates Due To Lack Of Facilities****Definition** - Percent N,T,C orders by circuit with missed committed due dates due to lack of facilities**Calculation** - $(\text{Count of circuits with missed committed due dates due to lack of facilities} \div \text{total circuits}) * 100$ **Report Structure** - Reported for Specials Resale by ASI, all CLECs and SWBT Retail**Benchmark - Equal to SWBT's own****11.6.48 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 circuit orders due to lack of facilities**Calculation** - $\Sigma(\text{Completion date} - \text{Committed order due date}) \div (\# \text{ of completed circuits with SWBT caused missed due dates due to lack of facilities})$ **Report Structure** - Reported for ASI, all CLECs and SWBT Retail Specials**Benchmark - Equal to SWBT's own**

11.6.49 Measurement - Delay Days for SWBT Caused Missed Due Dates

Definition - Average calendar days from due date to completion date on company missed circuit orders

Calculation - $\sum (\text{Completion date} - \text{committed circuit due date}) \div (\# \text{ of posted circuits with a SWBT caused missed due date})$

Report Structure - Reported for ASI, all CLECs and SWBT Retail Specials

Benchmark - Equal to SWBT's own

11.6.50 Measurement - Percent SWBT Caused Missed Due Dates >30 Days

Definition - Percent of circuits where installation was completed > 30 days following the due date, excluding customer caused misses

Calculation - $(\text{Count of circuits completed} > 30 \text{ days following the due date, excluding customer caused misses} \div \text{total number of circuits}) * 100$

Report Structure - Reported for ASI, all CLECs and SWBT for Retail Specials

Benchmark - Equal to SWBT's own

11.6.51 Measurement - Count Of Orders Canceled After The Due Date (SWBT Caused) Specials Provisioning

Definition - A count of the total orders that were canceled by ASI after the order became due. Only orders canceled with SWBT missed codes are included.

Calculation - Cancel date > Due date

Report Structure - Reported for ASI and the aggregate of all CLECs and SWBT

Benchmark - Not required (Diagnostic)

11.7 Specials - Maintenance**11.7.52 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.

Calculation - $\sum [(\text{Date and time trouble report is cleared with the customer}) - (\text{date and time trouble report is received})] \div \text{total network customer trouble reports}$

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Equal to SWBT's own

11.7.53 Measurement - Percent Repeat Reports

Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report

Calculation - $(\text{Count of network customer trouble reports received within 30 calendar days of a previous customer report} \div \text{total network customer trouble reports}) * 100$

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Equal to SWBT's own

11.7.54 Measurement - Failure Frequency

Definition - The number of network customer trouble reports within a calendar month per 100 circuits

Calculation - $[\text{Count of network trouble reports} \div (\text{Total Resold circuits} \div 100)]$

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Equal to SWBT's own

11.8 UNE - Provisioning**11.8.55 Measurement - Average 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 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 - $[\sum(\text{completion date} - \text{application date})] \div (\text{total number of orders completed})$

Report Structure - Reported for ASI and all CLECs

Benchmark - 95% within "X" business days

- 2 wire analog and digital and INP (1-10) – 3 days
- 2 wire analog and digital and INP (11-20) – 7 days
- 2 wire analog and digital and INP (20+) – 10 days
- DS1 loop (includes PRI) – 3 days
- Switch Ports – Analog Port – 2 days
- Switch Ports – BRI Port (1-50) – 3 days
- Switch Ports – BRI Port (50+) – 5 days
- Switch Ports – PRI Port (1-20) – 5 days
- Switch Ports – PRI Port (20+) – 10 days
- DS1 Trunk Port (1 to 10) – 3 days
- DS1 Trunk Port (11 to 20) – 5 days
- DS1 Trunk Port (20+) – ICB
- Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 days
- Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 days
- Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types - ICB

11.8.56 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 - $(\text{Count of N,T,C orders installed within business "X" business days} \div \text{total N,T,C orders}) * 100$

Report Structure - Reported for ASI and all CLECs

Benchmark - 95% within "X" business days

- 2 wire analog and digital and INP (1-10) – 3 days
- 2 wire analog and digital and INP (11-20) – 7 days
- 2 wire analog and digital and INP (20+) – 10 days
- DS1 loop (includes PRI) – 3 days
- Switch Ports – Analog Port – 2 days
- Switch Ports – BRI Port (1-50) – 3 days
- Switch Ports – BRI Port (50+) – 5 days
- Switch Ports – PRI Port (1-20) – 5 days
- Switch Ports – PRI Port (20+) – 10 days
- DS1 Trunk Port (1 to 10) – 3 days
- DS1 Trunk Port (11 to 20) – 5 days
- DS1 Trunk Port (20+) – ICB
- Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 days
- Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 days
- Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types – ICB

11.8.57 Measurement – Average Response Time for Loop Make-up Information

Definition – The average time required to provide loop qualification for ADSL

Calculation - $\frac{\sum(\text{Date and Time the Loop Qualification is made available to ASI} - \text{Date and time ASI request is received})}{\text{Total number of loop qualifications}}$

Report Structure – Reported for ASI, all CLECs and SWBT

Benchmark – Equal to SWBT's own

11.8.58 Measurement - Percent SWBT Caused Missed Due Dates

Definition - Percent of UNE (8dB loops are measured at an order level) where installations are not completed by the negotiated due date.

Calculation - $\frac{(\text{Count of UNEs (8dB loops are measured at an order level) with missed due dates excluding customer caused misses}}{\text{total number of UNEs (total orders for 8dB loops)}} * 100$

Report Structure - Reported for ASI and all CLECs

Benchmark - Equal to SWBT's own (Refer to Business Rules for Retail Comparison)

11.8.59 Measurement - Percent Installation Reports Within 30 Days (I-30)

Definition - Percent UNE (8dB loops are measured at an order level) that receive a network customer trouble report within 30 calendar days of service order completion.

Calculation - $\frac{(\text{Count of UNEs (8dB loops are measured at an order level) that receive a network customer trouble report within 30 calendar days of service order completion}}{\text{total UNEs (total orders for 8 dB loops)}} * 100$

Report Structure - Reported for ASI and all CLECs

Benchmark - Equal to SWBT's own (Refer to the Business Rules for the Retail Comparison)

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

Definition - Percent UNEs (8dB loops are measured at an order level) with missed committed due dates due to lack of facilities

Calculation - (Count of UNEs (8dB loops are measured at an order level) with missed committed due dates due to lack of facilities ÷ total UNEs (total orders for 8dB loops) * 100.

Report Structure - Reported by ASI, all CLECs Reported for > 30 calendar days & > 90 calendar days

Benchmark - Equal to SWBT's own (Refer to the Business Rules for the Retail Comparison)

11.8.61 **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 UNEs (8dB loops are measured at an order level) due to lack of facilities

Calculation - $\Sigma(\text{Completion date} - \text{committed UNE (8dB loops are measured at the order level) due date}) \div (\# \text{ of completed UNEs (total completed orders for 8dB loops) with SWBT caused missed due dates due to lack of facilities})$

Report Structure - Reported for ASI and all CLECs for UNEs contained in the Appendix Pricing.

Benchmark - Equal to SWBT's own (Refer to the Business Rules for the Retail Comparison)

11.8.62 **Measurement** - Average Delay Days for SWBT Missed Due Dates

Definition - Average calendar days from due date to completion date on company missed UNEs (8dB loops are measured at an order level)

Calculation - $\Sigma(\text{Completion date} - \text{committed UNE (8dB loops are measured at the order level) due date}) \div (\# \text{ of posted UNEs (total completed orders for 8dB loops) with SWBT caused missed due dates})$

Report Structure - Reported for ASI and all CLECs

Benchmark - Equal to SWBT's own (Refer to the Business Rules for the Retail Comparison)

11.8.63 **Measurement** - Percent SWBT Caused Missed Due Dates > 30 Days

Definition - Percent of UNEs (8dB loops are measured at an order level) where installation was completed > 30 days following the due date, excluding customer caused misses

Calculation - (Count of UNEs (8dB loops are measured at an order level) completed > 30 days following the due date, excluding customer caused misses ÷ total number of UNEs (total orders for 8dB loops)) * 100

Report Structure - Reported for ASI and all CLECs

Benchmark - Equal to SWBT's own (Refer to the Business Rules for the Retail Comparison)

- 11.8.64 **Measurement** - Count Of Orders Canceled After The Due Date Which Were by -
UNE - Provisioning

Definition - A count of the total number of orders canceled after the order became due. Only orders canceled with SWBT missed codes are included.

Calculation - $\text{Cancel Date} > \text{Due Date}$

Report Structure - The count will be divided into 1-30, 31-90 and > 90. Reported for ASI and the aggregate of all CLECs

Benchmark - Not required (Diagnostic)

11.9 UNE -Maintenance

- 11.9.65 **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 - $[\text{Count of network trouble reports} \div (\text{total UNEs} \div 100)]$.

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Equal to SWBT's own (Refer to the Business Rules for the Retail Comparison)

- 11.9.66 **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 - $(\text{Count of trouble reports not cleared by the commitment time for company reasons} \div \text{total trouble reports}) * 100$

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Equal to SWBT's own

- 11.9.67 **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 - $\Sigma[(\text{Date and time trouble report is cleared with the customer}) - (\text{date and time trouble report is received})] \div \text{total network customer trouble reports}$

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Equal to SWBT's own (Refer to the Business Rules for the Retail Comparison)

- 11.9.68 **Measurement** - Percent Out Of Service (OOS) < X Hours

Definition - Percent of OOS trouble reports cleared in less than 24 hours

(excludes cross connects without remote test access)

Calculation - $(\text{Count of UNE OOS trouble reports} < 24 \text{ hours} \div \text{total number of UNE OOS trouble reports}) * 100$

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Equal to SWBT's own

11.9.69 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 - $(\text{Count of network customer trouble reports received within 30 calendar days of a previous customer report} \div \text{total network customer trouble reports}) * 100$

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Equal to SWBT's own (Refer to the Business Rules for the Retail Comparison)

11.10 Interconnection Trunks

11.10.70 Measurement - Percent Trunk Blockage

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

Calculation - $(\text{Count of blocked calls} \div \text{total calls offered}) * 100$

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Dedicated Trunk Groups not to exceed blocking standard of B.01.

11.10.71 Measurement - Common Transport Trunk Blockage

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

Calculation - $(\text{Number of common transport trunk groups exceeding 2\% blocking} \div \text{total common transport trunk groups}) * 100$

Report Structure - Reported by local common transport trunk groups

Benchmark - Equal to SWBT's own

11.10.72 Measurement - Distribution Of Common Transport Trunk Groups > 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)

11.10.73 Measurement - Percent Missed Due Dates – Interconnection Trunks

Definition - Percent trunk order due dates missed on interconnection trunks

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

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Equal to SWBT's own

11.10.74 Measurement - Delay Days For Missed Due Dates- Interconnection Trunks

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

Calculation - $\sum (\text{Completion date} - \text{committed order due date}) \div (\# \text{ of completed trunk circuits})$

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

Benchmark - Equal to SWBT's own

11.10.75 Measurement - Percent SWBT Caused Missed Due Dates > 30 Days - Interconnection Trunks

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 ASI, all CLECs and SWBT for interconnection trunks

Benchmark - No more than 2% interconnection trunk orders completed > 30 days

11.10.76 Measurement - Average Trunk Restoration Interval - Interconnection Trunks

Definition - Average time to repair interconnection trunks

Calculation - Total trunk outage duration ÷ total trunk trouble reports

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Equal to SWBT's own

11.10.77 Measurement - Average Trunk Restoration Interval for Service Affecting Trunk Groups

Definition - The average time to restore service affecting trunk groups.

Calculation - Total trunk group outage time ÷ total trunk group trouble reports

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Tandem trunk groups - 1 hour/Non-Tandem - 2 hours

11.10.78 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 - $\sum (\text{Completion date of the trunk order} - \text{receipt of complete and accurate ASR}) \div \text{total trunk orders}$

Report Structure - Reported by ASI, all CLECs (SWBT does not currently have comparable data to report. SWBT will continue to work on methods to collect

comparable data.)

Benchmark - 20 Business days

11.11 Directory Assistance (DA) And Operator Services (OS)

11.11.79 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)

11.11.80 Measurement - Directory Assistance Average Speed Of Answer

Definition - The average time a customer is in queue.

Calculation - Total queue time ÷ total calls

Report Structure - Reported for the aggregate of SWBT and CLECs

Benchmark - Not required (Aggregate measurement)

11.11.81 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)

11.11.82 Measurement - Operator Services Speed Of Answer

Definition - The average time a customer is in queue.

Calculation - Total queue time ÷ total calls

Structure - Reported for the aggregate of SWBT and CLECs

Benchmark - Not required (Aggregate measurement)

11.11.83 Measurement - Percent Calls Abandoned

Definition - The percent of calls where the customer hangs up while the call is in queue

Calculation - (Number of calls abandoned ÷ number of operator positions available) * 100

Report Structure - Reported for ASI and SWBT in the aggregate

Benchmark - Not required (Aggregate measurement)

11.11.84 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 available) * 100

Report Structure - Reported for ASI and SWBT in the aggregate

Benchmark - Not required (Aggregate measurement)

11.11.85 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.

Report Structure - Reported for ASI and SWBT in the aggregate

Benchmark - Not required (Aggregate measurement)

11.11.86 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 ASI and SWBT in the aggregate

Benchmark - Not required (Aggregate measurement)

11.12 Interim Number Portability (INP)

11.12.87 Measurement - % Installation Completed Within "X" (3, 7, 10) Business Days

Definition - % installations completed within "X" (3, 7, 10) business days

Calculation - $\frac{\text{Total INP orders installed within "x" (3, 7, 10) business days}}{\text{total INP orders}}$

Report Structure - Reported for ASI and all CLECs

Benchmark - 90% within "X" business days

- 1-10 numbers (3days)
- 11-20 numbers (7 days)
- >20 (10 days)

11.12.88 Measurement - Average INP Installation Interval

Definition - Average business days from application date to completion date for INP orders. **Calculation** - $\frac{\text{Total business days from application to completion date for INP orders}}{\text{total INP orders}} * 100$

Report Structure - Reported for ASI and all CLECs

Benchmark - 90% within "X" business days

- 1-10 numbers (3days)
- 11-20 numbers (7 days)
- >20 (10 days)

11.12.89 Measurement - Percent INP I-Reports Within 30 Days

Definition - Percent of INP N, T, C orders that receive a network customer

trouble report

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 ASI and all CLECs

Benchmark - Equal to SWBT's own

11.12.90 Measurement - Percent Missed Due Dates

Definition - Percent of INP N,T,C orders where installations are not completed by the negotiated due

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 ASI and all CLECs

Benchmark - Equal to SWBT's own

11.13 Local Number Portability (LNP)

11.13.91 Measurement – Percent LNP Only due dates within Industry Guidelines

Definition – Percent of LNP Due date interval that meets the industry standard established by the North American Numbering Council (NANC)

Calculation – (Count of LNP TNs implemented within Industry guidelines÷total number of LNP TNs) * 100

Report Structure –Reported for ASI and all CLECs

Benchmark – 96.5%

11.13.92 Measurement – Percent of Time the Old Service Provider Releases the Subscription Prior to the Expiration of the Second 9 Hour (T2) Timer

Definition – Percent of time the old service provider releases subscription(s) to NPAC within the first (T1) or the second (T2) 9-hour timers.

Calculation – (Number of LNP TNs for which subscription to NPAC was released prior to the expiration of the second 9-hour (T2) timer÷total number of LNP TNs for which the subscription was released) * 100

Report Structure – Reported for ASI and all CLECs

Benchmark – 96.5%

11.13.93 Measurement – Percent of Customer Account Restructured Prior to LNP Due Date

Definition – Percent of accounts restructured within the LNP order due date established in measurement 91, and/or negotiated due date for orders that contain more than 30 TNs

Calculation – (Number of LNP orders for which customer accounts were restructured prior to LNP due date)÷(total number of LNP orders that require customer accounts to be restructured) * 100

Report Structure – Reported for ASI and all CLECs

Benchmark -- 96.5%

11.13.94 Measurement -- Percent of FOCs Received Within "X" Hours

Definition - Percent of FOCs returned within a specified time frame from receipt of complete and accurate LNP or LNP with loop service request to return of confirmation to ASI

Calculation -- (FOCs returned within "x" hours ÷ total FOCs sent) * 100

Report Structure -- Reported for ASI and all CLECs. This includes mechanized from EDI and LEX and manual (FAX or phone orders)

Benchmark -- 95%

11.13.95 Measurement -- Average Response Time for Non-Mechanized Rejects Returned with Complete and Accurate Codes

Definition -- Average Response time for returning rejected non-mechanized LNP orders with complete and accurate identification of ASI caused errors in the order

Calculation -- $\sum(\text{Date and time of LNP order} - \text{date and time LNP order Acknowledgement}) \div \text{Total Number of non-mechanized LNP orders Rejected}$

Report Structure -- Reported for ASI and all CLECs

Benchmark -- 5 business hours

11.13.96 Measurement -- Percent Pre-mature Disconnects for LNP Orders

Definition - Percent of LNP cutovers where SWBT prematurely removes the translations, including the 10 digit trigger, prior to the scheduled conversion time.

Calculation -- $\text{Count of premature disconnects} \div \text{total LNP conversions} * 100$

Report Structure -- Reported by ASI and all CLECs disaggregated by LNP and LNP with UNE loop

Benchmark -- 2% or Less premature disconnects starting 10 minutes before scheduled due time.

11.3.97 Measurement -- Percent of Time SWBT Applies the 10-Digit Trigger Prior to the LNP Order Due Date

Definition -- Percent of time SWBT applies 10-digit trigger, where technically feasible, for LNP or LNP with loop TNs on the day prior to the due date.

Calculation -- $(\text{Count of LNP TNs for which 10-digit trigger was applied 24 hours prior to due date} \div \text{total LNP TNs for which 10-digit triggers were applied}) * 100$

Report Structure -- Reported for ASI and all CLECs

Benchmark -- 96.5%

11.3.98 Measurement -- Percent LNP I-Reports In 10 Days

Definition -- Percent of LNP orders that receive a network customer trouble report within 10 calendar days of service order completion

Calculation -- $(\text{Count of LNP orders that receive a network customer trouble report within 10 calendar days of service order completion} \div \text{total LNP orders}) * 100$

report within 10 calendar days of service order completion ÷total LNP orders) * 100

Report Structure – Reported for ASI, all CLECs and SWBT

Benchmark – Equal to SWBT's own

11.3.99 Measurement – Average Delay Days for SWBT Missed Due Dates

Definition – Average calendar days from due date to completion date on company missed orders

Calculation - $\sum(\text{LNP Port Out Completion date} - \text{LNP order due date}) \div \# \text{ total port out orders where there was a SWBT caused missed due date} * 100$

Report Structure – Reported for ASI, all CLECs and SWBT

Benchmark – Equal to SWBT's own

11.3.100 Measurement – Average Time of Out of Service for LNP Conversions

Definition – Average time to facilitate the activation request in SWBT's network

Calculation - $\sum(\text{LNP start time} - \text{LNP stop time}) \div \# \text{total LNP activated messages}$

Report Structure – Reported for ASI and all CLECs

Benchmark – 60 minutes unless a different industry guideline is established which will override the benchmark referenced here.

11.3.101 Measurement – Percent Out of Service < 60 Minutes

Definition – The number of LNP relative conversions where the time required to facilitate the activation of the port in SWBT's network is less than 60 minutes, expressed as a percentage of total number of activations that took place.

Calculation – $(\text{Number of activation events provisioned in less than 60 minutes}) \div (\text{total LNP provisioning events}) * 100$

Report Structure – Report for ASI and all CLECs

Benchmark – 96.5%

11.14 911

11.14.102 Measurement - Average Time To Clear Errors

Definition - The average time it takes to clear an error after it is detected during the processing of the 911 database file. This is only on resale or UNE loop and port combination orders that SWBT installs.

Calculation - $\sum(\text{Date and time error detected} - \text{date and time error cleared}) \div \text{total number of errors}$

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Equal to SWBT's own

11.14.103 Measurement – Percent Accuracy for 911 Database Updates

Definition – The percent of 911 records that were updated by SWBT in error

Calculation – $(\text{Number of SWBT caused update errors} \div \text{total number of})$

updates)*100

Report Structure – Reported for ASI, all CLECs and SWBT

Benchmark – Equal to SWBT's own

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

Definition - The average time it takes to update the 911 database file.

Calculation - Σ (Date and time data processing begins - date and time data processing ends) \div total number of files

Report Structure - Reported for ASI, all CLECs and SWBT

Benchmark - Equal to SWBT's own

11.15 Poles, Conduit And Rights Of Way

11.15.105 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 \div total number of requests) * 100

Report Structure - Reported for ASI and all CLECs.

Benchmark - 90% of requests answered within 35 days

11.15.106 Measurement - Average Days Required To Process A Request

Definition - The average time it takes to process a request for access to poles, conduits, and right-of-ways

Calculation - Σ (Date request returned to ASI - date request received from ASI) \div total number of requests

Report Structure - Reported for ASI and all CLECs

Benchmark - 90% of requests answered within 35 days

11.16 Collocation

11.16.107 Measurement - Percent Missed Collocation Due Dates

Definition - The percent of SWBT caused missed due dates for Collocation projects

Calculation - (Count of number of SWBT caused missed due dates for collocation facilities \div total number of collocation project) * 100

Report Structure - Reported for ASI and all CLECs

Benchmark - 95% within the due date. Damages will be calculated based on the number of days late.

11.16.108 Measurement - Average Delay Days For SWBT Caused Missed Due Dates

Definition - The average delay days caused by SWBT to complete collocation facilities

Calculation - $\Sigma(\text{Date collocation work completed} - \text{collocation due date}) \div \text{total number of SWBT caused missed collocation projects}$

Report Structure - Reported for ASI and all CLECs by active and non-active

Benchmark - 10% of the tariffed intervals

11.16.109 Measurement - Percent Of Requests Processed Within The Tariffed Timelines

Definition - The percent of request for collocation facilities processed within the tariffed timelines

Calculation - $(\text{Count of number of requests processed within tariffed timeline} \div \text{total number of requests}) * 100$

Report Structure - Reported for ASI and all CLECs

Benchmark - 90% within Tariff timelines

11.17 Directory Assistance Data Base**11.17.110 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 ASI for directory change only and within 72 hours of the completion date on the provisioning service order where a provisioning order is required.

Calculation - $(\text{Count of updates completed within 72 hours} \div \text{total updates}) * 100$

Report Structure - Reported by ASI and all CLECs for facility based providers

Benchmark - 95% updated within 72 hours

11.17.111 Measurement - Average Update Interval For DA Database For Facility Based CLECs

Definition - The average update interval for DA database changes for facility based CLECs.

Calculation - $\Sigma(8:00 \text{ a.m. of the day following the input into the LSS database} - \text{time update received from ASI}) \div \text{total updates}$

Report Structure - Reported by ASI and all CLECs for facility based providers

Benchmark - 48 hours

11.17.112 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 ASI. ASI 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 - $(\text{Number of SWBT caused update errors} \div \text{total number of updates})$

* 100

Report Structure - Reported by ASI and all CLECs for facility based providers

Benchmark - 97% accuracy for DA database updates for the manual DA process

11.17.113 Measurement - Percent of electronic Updates that Flow Through the DSR Process Without Manual Intervention

Definition - Percent of DSRs from entry to distribution that progress through SWBT ordering systems to ALPS/LIRA

Calculation $-(\text{Number of DSRs that flow through to ALPS/LIRA} \div \text{total LSRS}) * 100$

Report Structure - Reported by ASI and all CLECs

Benchmark - 97%

11.18 Coordinated Conversions/Reconfigurations

11.18.114 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 $-(\text{Count of prematurely disconnected customers} \div \text{total coordinated conversion/reconfiguration customers}) * 100$

Report Structure - Reported by ASI and all CLECs disaggregated by INP and INP with UNE loop

Benchmark - 2% or less premature disconnects starting 10 minutes before scheduled time

11.18.115 Measurement - Percent Caused Delayed Coordinated Cutovers

Definition - Percent of SWBT caused late coordinated cutovers in excess of "x" (30, 60 and 120) minutes

Calculation $-(\text{Count of SWBT caused late coordinated cutovers in excess of "x" (30, 60 and 120) minutes} \div \text{total coordinated cutovers}) * 100$

Report Structure - Reported by ASI and all CLECs

Benchmark - 8% or less of SWBT coordinated conversions/reconfigurations beyond 30 minutes, 2% beyond 1 hour from scheduled time or 1% beyond 2 hours

11.18.116 Measurement - Percent Missed Mechanized INP Conversions or Reconfigurations

Definition - Percent of mechanized INP conversions/reconfigurations not loaded in the switch within 10 minutes prior to or 30 minutes after the scheduled due time

Calculation $-(\text{Count of mechanized INP conversions/reconfigurations not loaded in the switch within 10 minutes prior to or 30 minutes after scheduled due time (Frame Due Time)} \div \text{total mechanized INP conversions/reconfigurations}) * 100$

Report Structure - Reported by ASI and all CLECs

Benchmark - 8% or less of SWBT coordinated conversions/reconfigurations