CLEC agrees that personnel from other competitive Local Service Providers (LSPs) may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

8.5 Class dates will based upon **SWBT** availability and will be coordinated between CLEC, the CLEC's **SWBT** Account Manager and **SWBT** Product Management.

8.6 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. CLEC agrees to provide to **SWBT** completed registration forms for each student no later than one (1) week prior to the scheduled training class.

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

8.8 CLEC further agrees that training material, manuals and instructor guides are confidential information as set forth in the Confidentiality Section of the General Terms and Conditions of this Agreement and can be duplicated only for use internally for the purpose of training employees to utilize capabilities of **SWBT**'s OSS in accordance with this Appendix.

9. RATES

9.1 CLEC requesting access to one or more of the **SWBT** OSS functions (i.e., pre-ordering, ordering / provisioning, maintenance / repair, billing) agrees to pay established rates pursuant to Appendix Pricing.

9.2 CLEC requesting the Bill Plus™, as described in 6.2.1, agrees to pay applicable tariffed rate, less Resale discount.

9.3 CLEC requesting the billing function for Usage Billable Records, as described in 6.2.4 and 6.3.3, agrees to pay established rates pursuant to Appendix Pricing.

9.4 CLEC requesting the Local Disconnect Report, as described in 6.2.5 and 6.3.4, agrees to pay established rates pursuant to Appendix Pricing.

9.5 Should unforeseen modifications and costs to provision OSS functions become required by **SWBT** or industry guidelines, or by regulatory rulings, **SWBT** reserves the right to modify its rate structure. In addition, should CLEC request

custom development of an exclusive interface to support OSS functions, such development will be considered by **SWBT** on an Individual Case Basis (ICB) and priced as such.

10. EFFECTIVE DATE

10.1 This Appendix will be effective pursuant to Section 5 of the General Terms and Conditions of this Agreement.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 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, 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.

APPENDIX
PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

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

1.2 As used herein, (**SWBT-MOKA**) means the above ILECs doing business in Arkansas, Kansas, Missouri, and Oklahoma.

1.3 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 CLEC is entitled to any particular manner of access, nor is it evidence that **SWBT-MOKA** 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 Commission decisions/regulations, tariffs, and within this interconnection agreement.

1.4 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-MOKA**.

2. RESERVATION OF RIGHTS

2.1 By agreeing to the performance measurements contained in this agreement, **SWBT-MOKA**:

- Does not make any admission regarding the propriety or reasonableness of any mandatory establishment by the Commission 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 Commission 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. DEFINITIONS

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

3.1.1 Performance Criteria

3.1.1.1 The target level of **SWBT-MOKA** performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that which **SWBT-MOKA** achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, percentages, or proportions) for the same measure, at equivalent disaggregation for both **SWBT-MOKA** and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than the critical Z-value reflected in the Critical Z-Statistical Table shown in section 6.2.

3.1.1.2 For certain Performance Measurements, a specific quantitative target has been adopted as the Performance Criterion. The determination of compliance is through the comparison of the measured performance delivered to CLEC and the applicable benchmark.

3.1.2 Performance Measures

3.1.2.1 The set of measures listed in all of section 15 of this Appendix.

3.1.3 Specified Activity

3.1.3.1 Any activity performed under this Appendix as to which a Performance Measurement has been established in this Appendix and **SWBT-MOKA**'s failure to meet the Performance Criteria could result in the payment of liquidated damages. Each such Specified Activity is listed in Section 8.1.

3.1.4 Specified Performance Breach

3.1.4.1 The failure (non-compliance) by **SWBT-MOKA** to meet the Performance Criteria for any Specified Activity listed in Section 8.1.

4. SPECIFIED PERFORMANCE STANDARDS

4.1 **SWBT-MOKA** will meet the Performance Criteria contained in this Appendix, except in those instances where its failure to do so is a result of a) the CLEC's failure to perform any of its obligations set forth in this Agreement, b) any delay, act or failure to act by an end user, agent or subcontractor of the CLEC, c) any Force Majeure Event, or d) for INP, where memory limitations in the switch in the service office cannot accommodate the request, or e) non-**SWBT-MOKA** problems associated with third-party systems or equipment, which could not have been avoided by **SWBT-MOKA** in exercise of reasonable diligence.

5. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

5.1 In recognition of either: 1) the loss of end user opportunities, revenues and goodwill which a CLEC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a CLEC having available to it end user opportunities similar to those opportunities available to **SWBT-MOKA** at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages a CLEC would sustain if a Specified Performance Breach occurs, **SWBT-MOKA** agrees to pay the CLEC, subject to Section 7 below.

6. LIQUIDATED DAMAGES

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

7. LIQUIDATED DAMAGES PAYMENT PLAN

7.1 Liquidated damages apply only when **SWBT-MOKA** 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 Section 8.1 below.

7.2 The total amounts computed annually for all CLECs served by **SWBT-MOKA** in the states of Oklahoma, Kansas, and Arkansas shall not exceed $830,000. The total amounts computed annually for all CLECs served by **SWBT-MOKA** in the state of Missouri shall not exceed $2,700,000.

7.3 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 CLEC. Liquidated damages apply to substandard measures that are above the applicable "K" number of exempt measurements and do not result from random variation. None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a CLEC first purchases the type of service or unbundled network element(s) associated with a particular performance measurement. 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.

8. 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

Number of Performance Measures	K Values	Critical Z-value
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%

8.1 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.

9. 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

9.1 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:

10. SPECIFIED ACTIVITIES

10.1 Pre-Ordering

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

10.2 Ordering and Provisioning

10.2.1 POTS

10.2.1.1 Specified Activity - Mean installation interval
Measurement Group – High – Per Occurrence

10.2.1.2 Specified Activity - Percent **SWBT-MOKA** Caused Missed Due Dates
Measurement Group - High – Per Occurrence

10.2.1.3 Specified Activity – Average Delay Days for Company Missed Due Dates
Measurement Group – Medium – Per Occurrence

10.2.2 Specials

10.2.2.1 Specified Activity - Average installation interval
Measurement Group – High – Per Occurrence

10.2.2.2 Specified Activity - Percent **SWBT-MOKA** Caused Missed Due Dates
Measurement Group – High – Per Occurrence

10.2.2.3 Specified Activity – Average Delay Days for Company Missed Due Dates
Measurement Group - Medium – Per Occurrence

10.2.3 UNEs

10.2.3.1 Specified Activity - Percent Installation Completed in "X" Days
Measurement Group – Medium – Per Occurrence

10.2.3.2 Specified Activity - Percent **SWBT-MOKA** Caused Missed Due Dates
Measurement Group – High – Per Occurrence

10.2.3.3 Specified Activity – Average Delay Days For Company Missed Due Dates
Measurement Group – Medium – Per Occurrence

10.2.4 Order Accuracy

10.2.4.1 Specified Activity - Percent POTS Trouble Reports Within 10 Days of Installation
Measurement Group – High – Per Occurrence

10.2.4.2 Specified Activity - Percent Specials Trouble Reports Within 30 Days of Installation
Measurement Group – High – Per Occurrence

10.2.4.3 Specified Activity - Percent UNE Trouble Reports Within 30 Days of Installation
Measurement Group – High – Per Occurrence

10.2.5 Order Status

10.2.5.1 Specified Activity - Percent Firm Order Completions (FOCs) Received Within "X" Hours
Measurement Group – Low – Per Occurrence w/Cap

10.2.5.2 Specified Activity - Percent Mechanized Completions Returned Within One Day of Work Completion
Measurement Group – Low – Per Occurrence

10.2.5.3 Specified Activity – Order Process Percent Flow Through
Measurement Group – Low – Per Occurrence w/Cap

10.3 Maintenance/Repair

10.3.1 POTS

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

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

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

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

10.3.2 Specials

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

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

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

10.3.3 UNEs

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

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

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

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

10.4 Interconnection Trunks

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

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

10.5 Billing

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

10.6 Local Number Portability

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

10.7 Collocation

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

11. LIMITATIONS

11.1 In no event will **SWBT-MOKA** be liable to pay the Liquidated Damages if **SWBT-MOKA**'s failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means: a) a failure by a CLEC to perform any of its obligations set forth in this Agreement; b) any delay, act or failure to act by an end user, agent or subcontractor of the CLEC; c) any Force Majeure Event; d) for Out of Service Repairs for unbundled Loops, where either Party lacks automatic testing capability; or e) for INP, where memory limitations in the switch in either Party serving office cannot accommodate the request. If a Delaying Event (i) prevents a Party from performing a Specified Activity, then such Specified Activity will be excluded from the calculation of **SWBT-MOKA**'s compliance with the Performance Criteria, or (ii) only suspends **SWBT-MOKA**'s ability to timely perform the Specified Activity, the applicable time frame in which **SWBT-MOKA**'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.

12. SOLE REMEDY

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

13. RECORDS AND REPORTS

13.1 **SWBT-MOKA** will not levy a separate charge for provision of the data to CLEC called for under this Appendix. Notwithstanding other provisions of this

Agreement, the Parties agree that such records will be deemed Proprietary Information.

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

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

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

13.5 CLEC and **SWBT-MOKA** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then **SWBT-MOKA** will allow CLEC to have an independent audit conducted, at CLEC's expense, of **SWBT-MOKA**'s performance measurement data collection, computing, and reporting processes. The auditor will enter into an appropriate non-disclosure agreement. CLEC may not request more than one audit per twelve calendar months under this section. This section does not modify CLEC's audit rights under other provisions of this Agreement.

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

14. INITIAL IMPLEMENTATION; DATA REVIEW

14.1 The Parties agree that none of the liquidated damages provisions set forth in this Appendix will apply during the first three months after CLEC first purchases the type of service or unbundled network element(s) associated with a particular Performance Measurement. During this three month period the Parties agree to

consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

14.2 The Parties agree to review the performance measurements every six months to determine whether measurements should be added, deleted, or modified.

14.3 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.

14.4 Any changes to existing performance measurements shall be by mutual agreement of the parties, and if necessary, with respect to new measures, by arbitration.

15. PERFORMANCE MEASUREMENTS

SWBT-MOKA will provide the following Performance Measurements under this Agreement:

15.1 Pre-Ordering/Ordering

15.1.1 Measurement - **Average** Response Time For OSS Pre-Order Interfaces
Definition – The average response time in seconds from the **SWBT-MOKA** 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 – $\sum$[(Query Response Date & Time)-(Query Submission Date & Time)]÷(Number of Queries Submitted in Reporting Period)
Report Structure – Reported on a CLEC and all CLECs basis by interface for DataGate and Verigate.
Benchmark – To be determined

15.1.2 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**

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

15.1.4 **Measurement** - OSS Interface Availability
Definition - Percent of time OSS interface is available compared to scheduled availability
Calculation - ((Hours functionality is available during the scheduled available hours) ÷ 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 CLEC basis.
Benchmark – 99.5%

15.1.5 **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 CLEC
Calculation - (# FOCs returned within "X" hours ÷ total FOCs sent) * 100.
Report Structure - Reported for CLEC and all CLECs. This includes mechanized from EDI and LEX and manual (FAX or phone orders)
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.

15.1.6 **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 CLEC
Calculation - Σ[(Date and Time of FOC) - (Date and Time of Order Acknowledgment)]÷ (# of FOCs)
Report Structure - Reported for CLEC and all CLECs
Benchmark - Not Required

15.1.7 **Measurement** - Percent Mechanized Completions Returned Within 1 Hour of Completion in SORD
Definition - % mechanized completions returned within 1 hour for EDI and LEX
Calculation - (# mechanized completions returned to CLEC within 1 hour of completion in SORD ÷ total completions) * 100
Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX).
Benchmark - 97%

15.1.8 **Measurement** – Percent Mechanized Completions Returned Within 1 Day of Work Completion
Definition – Percent Mechanized Completions Returned Within 1 Day
Calculation – (# mechanized completions returned to the CLEC within 1 day of work completion ÷ total mechanized completions) * 100
Report Structure – Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX)
Benchmark – 97%

15.1.9 **Measurement** - Average Time to Return Mechanized Completions
Definition - Average time required to return a mechanized completion
Calculation – Σ [(Date and Time of Notice Of Completion Issued to the CLEC) -(Date and Time of Work Completion)]÷(# of Orders Completed).
Report Structure - Reported on CLEC and all CLECs for the electronic interfaces (EDI and LEX).
Benchmark - No Benchmark

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

15.1.11 **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 LSAR.
Calculation - (# mechanized rejects returned within 1 hour ÷ total rejects) * 100

Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX)
Benchmark - 97% within 1 hour of the receipt of a reject in LASR

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

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

15.1.14 **Measurement** - Order Process Percent Flow Through
Definition - Percent of orders or LSRs from entry to distribution that progress through **SWBT-MOKA** ordering systems excluding rejects
Calculation - (# of orders that flow through ÷ total orders) * 100
Report Structure - Reported by individual CLEC, CLECs and **SWBT-MOKA Benchmark - Equal to SWBT-MOKA's own**

15.2 Billing

15.2.15 **Measurement** - Billing Accuracy
Definition - **SWBT-MOKA** performs three bill audits to ensure the accuracy of the bills rendered to its customers: CRIS, CABS and toll/usage.
Calculation - (# of bills not corrected prior to bill release ÷ total bills audited) * 100
Report Structure - Reported for aggregate of all CLECs and **SWBT-MOKA** for the CRIS, CABS and Usage bill audits
Benchmark - Equal to SWBT-MOKA's own

15.2.16 **Measurement** - Percent of Accurate and Complete Formatted Mechanized Bills
Definition - The percent of monthly bills sent to the CLECs via the mechanized EDI process that are accurate and complete.
Calculation - (Count of accurate and complete formatted mechanized bills via EDI ÷ total # of mechanized bills via EDI) * 100

Report Structure - Reported for CLEC and all CLECs
Benchmark - 99%

15.2.17 **Measurement** - Percent Of Usage Records Transmitted Correctly
Definition - The percent of usage records transmitted correctly on the Daily Usage extract feed.
Calculation - (Count of usage records transmitted correctly ÷ total usage records transmitted) * 100
Report Structure - Reported for CLEC and all CLECs
Benchmark - 95% within 6th workday

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

15.2.19 **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 the CLECs.
Calculation - (Count of bills transmitted on time ÷ total number of bills released) * 100
Report Structure - Reported for CLEC and all CLECs
Benchmark - 95% within the 6th work day

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

15.2.21 **Measurement** - Unbillable Usage
Definition - The percent usage data that is unbillable.
Calculation - (Total unbillable usage ÷ total usage) * 100
Report Structure - Reported for the aggregate of **SWBT-MOKA** and CLECs
Benchmark - Not required (Aggregate measurement)

15.3 Miscellaneous Administrative

15.3.22 **Measurement** – Local Service Center (LSC) Average Speed Of Answer
Definition - The average time a customer is in queue.
Calculation - Total queue time ÷ total calls
Report Structure - Reported for all calls to the LSC by operational separation and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own

15.3.23 **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 ÷ total number of calls answered by the LSC
Report Structure - Reported for all calls to the LSC by operational separation and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own

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

15.3.25 **Measurement** - LOC Average Speed Of Answer
Definition - The average time a customer is in queue.
Calculation - Total queue time ÷ total calls
Report Structure - Reported for all calls to the LOC for all CLECs and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own

15.3.26 **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 ÷ total number of calls answered by the LOC
Report Structure - Reported for all calls to the LSC by operational separation and **SWBT-MOKA** retail (Repair Bureau)
Benchmark - Equal to SWBT-MOKA's own

15.3.27 **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-MOKA**
Benchmark - Equal to SWBT-MOKA's own

15.4 POTS - Provisioning

15.4.28 **Measurement** - Mean Installation Interval
Definition - Average business days from application date to completion date
Calculation - [Σ(completion date - application date)]÷ (Total number of orders completed)
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Resale POTS parity between FW compared to **SWBT-MOKA** FW (N,T,C order types) and NFW compared to **SWBT-MOKA** Retail NFW (N,T,C order types).
UNE combo parity between FW compared to **SWBT-MOKA** FW(N,T,C order types) and NFW compared to **SWBT-MOKA** retail NFW (N,T,C order types).

15.4.29 **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 - (Count of orders installed within business 5 days ÷ total orders) * 100
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Resale POTS parity between FW compared to **SWBT-MOKA** FW (N,T,C order types) and NFW compared to **SWBT-MOKA** Retail NFW (N,T,C order types).
UNE combo parity between FW compared to **SWBT-MOKA** FW(N,T,C order types) and NFW compared to **SWBT-MOKA** retail NFW (N,T,C order types).

15.4.30 **Measurement** - Percent **SWBT-MOKA** 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-MOKA** caused missed due date.
Calculation - (Count of N,T,C orders not completed by the due date ÷ total number of orders) * 100
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA**
Benchmark –Resale POTS parity between FW compared to **SWBT-MOKA** FW (N,T,C order types) and NFW compared to **SWBT-MOKA** Retail NFW (N,T,C order types).

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

15.4.31 **Measurement** - Percent **SWBT-MOKA** 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 CLEC, all CLECs and **SWBT-MOKA** Retail for POTS **Benchmark** - Resale POTS parity compared to **SWBT-MOKA** (N,T,C order types). UNE Combo Parity compared to **SWBT-MOKA** (N, T, C order types)

15.4.32 **Measurement** - Delay Days For Missed Due Dates Due To Lack Of Facilities
Definition - Average calendar days from due date to completion date on company missed orders due to lack of facilities
Calculation - Σ(Completion date - due date)÷(# of completed orders with a **SWBT-MOKA** caused missed due date due to lack of facilities)
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Resale POTS parity compared to **SWBT-MOKA** (N,T,C order types). UNE Combo Parity compared to **SWBT-MOKA** (N, T, C order types)

15.4.33 **Measurement** – Average Delay Days for **SWBT-MOKA** Caused Missed Due Dates
Definition - Average calendar days from due date to completion date on company missed orders
Calculation - Completion date - due date) ÷ (total # of completed orders with a **SWBT-MOKA** caused missed due date)
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Resale POTS parity between FW compared to **SWBT-MOKA** FW (N,T,C order types) and NFW compared to **SWBT-MOKA** Retail NFW (N,T,C order types).
UNE combo parity between FW compared to **SWBT-MOKA** FW(N,T,C order types) and NFW compared to **SWBT-MOKA** retail NFW (N,T,C order types).

15.4.34 **Measurement** - Percent **SWBT-MOKA** 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 CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Resale POTS parity between FW compared to **SWBT-MOKA** FW (N,T,C order types) and NFW compared to **SWBT-MOKA** Retail NFW (N,T,C order types).
UNE combo parity between FW compared to **SWBT-MOKA** FW(N,T,C order types) and NFW compared to **SWBT-MOKA** retail NFW (N,T,C order types).

15.4.35 **Measurement** - Count of Orders Canceled After the Due Date (**SWBT-MOKA** Caused)
Definition – A count of the total number of orders canceled after the order became due. Only orders canceled with **SWBT-MOKA** missed codes are included.
Calculation - Cancel date > due date
Report Structure - Reported for individual CLECs and the aggregate of all CLECs and **SWBT-MOKA**. Count is divided into 1-30 delay days/31-90 delay days/>90 delay days
Benchmark - Not required (Diagnostic)

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

15.4.37 **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 CLEC, total CLECs and **SWBT-MOKA**

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

15.5 POTS - Maintenance

15.5.38 **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 CLEC, all CLECs and **SWBT-MOKA**
Benchmark - POTS – Parity with **SWBT-MOKA** Retail
UNE Combo – Parity with **SWBT-MOKA** Business and Residence combined.

15.5.39 **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 CLEC, all CLECs and **SWBT-MOKA**
Benchmark - POTS – Parity with **SWBT-MOKA** Retail
UNE Combo – Parity with **SWBT-MOKA** Business and Residence combined

15.5.40 **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 - Σ[(Date and time **SWBT-MOKA** clears ticket with customer) - (Date and time ticket received)] ÷ total customer trouble reports
Report Structure - Reported for POTS Resale trouble reports by CLEC, all CLECs and **SWBT-MOKA**
Benchmark - POTS – Parity with **SWBT-MOKA** Retail
UNE Combo – Parity with **SWBT-MOKA** Business and Residence combined

15.5.41 **Measurement** - Percent Out Of Service (OOS) < 24 Hours
Definition - Percent of OOS trouble reports cleared in less than 24 hours
Calculation - (Count of OOS trouble reports < 24 hours ÷ total number of OOS trouble reports) * 100

Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA**
Benchmark - POTS – Parity with **SWBT-MOKA** Retail
UNE Combo – Parity with **SWBT-MOKA** Business and Residence combined

15.5.42 **Measurement** - Percent Repeat Reports
Definition - Percent of customer trouble reports received within 10 calendar days of a previous customer report
Calculation - (Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within 10 calendar days of a previous customer report ÷ total customer trouble reports not caused by CPE or wiring and excluding subsequent reports) * 100
Report Structure - Reported by CLEC, all CLECs and **SWBT-MOKA**
Benchmark - POTS – Parity with **SWBT-MOKA** Retail
UNE Combo – Parity with **SWBT-MOKA** Business and Residence combined

15.5.43 **Measurement** – Percent No Access (% of Trouble Reports With No Access)
Definition – Percent of dispatched customer trouble reports with a status of "No Access".
Calculation – Count of trouble reports with a status of "No Access" to customer's premise ÷ total dispatched customer trouble reports
Report Structure – Reported for CLEC, total CLECs and **SWBT-MOKA**
Benchmark - POTS – Parity with **SWBT-MOKA** Retail
UNE Combo – Parity with **SWBT-MOKA** Business and Residence combined

15.6 Specials - Provisioning

15.6.44 **Measurement** - Average Installation Interval
Definition - Average business days from application date to completion date for N,T,C orders by item or circuit.
Calculation - [Σ(completion date - application date)]÷(total number of circuits completed)
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own

15.6.45 **Measurement** - Percent Installations Completed Within "X" Business Days
Definition - Percent installations completed within "X" business days.
Calculation - (Count of circuits installed within "X" business days ÷ total circuits) * 100

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

15.6.46 **Measurement** - Percent **SWBT-MOKA** Caused Missed Due Dates
Definition - Percent of N,T,C orders where installations were not completed by the due date.
Calculation - (Count of circuits with missed due dates excluding customer caused misses ÷ total number of circuits) * 100
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own

15.6.47 **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 - (Count of circuits that receive a network customer trouble report within 30 calendar days of service order completion ÷ total circuits (excludes trouble reports received on the due date)) * 100
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own

15.6.48 **Measurement** - Percent **SWBT-MOKA** 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 - (Count of circuits with missed committed due dates due to lack of facilities ÷ total circuits) * 100
Report Structure - Reported for Specials Resale by CLEC, all CLECs and **SWBT-MOKA** Retail
Benchmark - Equal to SWBT-MOKA's own

15.6.49 **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 - Σ(Completion date - Committed order due date)÷ (# of completed circuits with **SWBT-MOKA** caused missed due dates due to lack of facilities)
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA** Retail Specials
Benchmark – Equal to SWBT-MOKA's own

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

15.6.51 **Measurement** - Percent **SWBT-MOKA** 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 - (Count of circuits completed > 30 days following the due date, excluding customer caused misses ÷ total number of circuits) * 100
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA** for Retail Specials
Benchmark - Equal to SWBT-MOKA's own

15.6.52 **Measurement** - Count Of Orders Canceled After The Due Date (**SWBT-MOKA** Caused) Specials Provisioning
Definition – A count of the total orders that were canceled by the CLEC after the order became due. Only orders canceled with **SWBT-MOKA** missed codes are included.
Calculation - Cancel date > Due date
Report Structure - Reported for individual CLECs and the aggregate of all CLECs and **SWBT-MOKA**
Benchmark - Not required (Diagnostic)

15.7 Specials - Maintenance

15.7.53 **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 - Σ[(Date and time trouble report is cleared with the customer) - (date and time trouble report is received)] ÷ total network customer trouble reports
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own

15.7.54 **Measurement** - Percent Repeat Reports
Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report
Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report ÷ total network customer trouble reports.) * 100
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own

15.7.55 **Measurement** - Failure Frequency
Definition - The number of network customer trouble reports within a calendar month per 100 circuits
Calculation - [Count of network trouble reports ÷ (Total Resold circuits ÷100)]
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own

15.8 UNE - Provisioning

15.8.56 **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 - [Σ(completion date - application date)]÷ (total number of orders completed)
Report Structure - Reported for CLEC 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

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

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

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

Report Structure - Reported for CLEC and all CLECs

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

15.8.58 **Measurement** – Average Response Time for Loop Make-up Information

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

Calculation - ∑(Date and Time the Loop Qualification is made available to CLEC – Date and time the CLEC request is received) ÷ Total number of loop qualifications

Report Structure – CLEC, all CLECs and **SWBT-MOKA**

Benchmark – Equal to SWBT-MOKA's own

15.8.59 **Measurement** - Percent **SWBT-MOKA** 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 - (Count of UNEs (8dB loops are measured at an order level) with missed due dates excluding customer caused misses ÷ total number of UNEs (total orders for 8dB loops) * 100
Report Structure - Reported for CLEC and all CLECs
Benchmark - Equal to SWBT-MOKA's own (Refer to Business Rules for Retail Comparison)

15.8.60 **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 - (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 ÷ total UNEs (total orders for 8 dB loops) *100
Report Structure - Reported for CLEC and all CLECs
Benchmark - Equal to SWBT-MOKA's own (Refer to the Business Rules for the Retail Comparison)

15.8.61 **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 CLEC, all CLECs Reported for > 30 calendar days & > 90 calendar days
Benchmark – Equal to SWBT-MOKA's own (Refer to the Business Rules for the Retail Comparison)

15.8.62 **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 - Σ(Completion date - committed UNE (8dB loops are measured at the order level) due date)÷ (# of completed UNEs (total completed orders for 8dB loops) with **SWBT-MOKA** caused missed due dates due to lack of facilities)
Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT-MOKA's own (Refer to the Business Rules for the Retail Comparison)

15.8.63 **Measurement** - Average Delay Days for **SWBT-MOKA** 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 - ∑(Completion date - committed UNE (8dB loops are measured at the order level) due date) ÷ (# of posted UNEs (total completed orders for 8dB loops) with **SWBT-MOKA** caused missed due dates)
Report Structure - Reported for CLEC and all CLECs
Benchmark - Equal to SWBT-MOKA's own (Refer to the Business Rules for the Retail Comparison)

15.8.64 **Measurement** - Percent **SWBT-MOKA** 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 CLEC and all CLECs
Benchmark - Equal to SWBT-MOKA's own (Refer to the Business Rules for the Retail Comparison)

15.8.65 **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-MOKA** missed codes are included.
Calculation - Cancel Date>Due Date
Report Structure – The count will be divided into 1-30, 31-90 and > 90. Reported for individual CLECs and the aggregate of all CLECs
Benchmark - Not required (Diagnostic)

15.9 UNE -Maintenance

15.9.66 **Measurement** - Trouble Report Rate
Definition - The number of network customer trouble reports within a calendar month per 100 UNEs (excludes cross connects without remote test access)
Calculation - [Count of network trouble reports ÷ (total UNEs ÷ 100)].
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own (Refer to the Business Rules for the Retail Comparison)

15.9.67 **Measurement** - Percent Missed Repair Commitments
Definition - Percent of trouble reports not cleared by the commitment time for company reasons (excludes cross connects without remote test access)
Calculation - (Count of trouble reports not cleared by the commitment time for company reasons ÷ total trouble reports) * 100
Report Structure - Reported for each CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own

15.9.68 **Measurement** - Mean Time to Restore
Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance (excludes cross connects without remote test access)
Calculation - Σ[(Date and time trouble report is cleared with the customer) - (date and time trouble report is received)] ÷ total network customer trouble reports)
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own (Refer to the Business Rules for the Retail Comparison

15.9.69 **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 - (Count of UNE OOS trouble reports < 24 hours ÷ total number of UNE OOS trouble reports) * 100
Report Structure - Reported for CLEC, CLECs and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own

15.9.70 **Measurement** - Percent Repeat Reports
Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report (excludes cross connects without remote test access)
Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report ÷ total network customer trouble reports) * 100
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own (Refer to the Business Rules for the Retail Comparison)

15.10 Interconnection Trunks

15.10.71 **Measurement** - Percent Trunk Blockage
Definition - Percent of calls blocked on outgoing traffic from **SWBT-MOKA** end office to CLEC end office and from **SWBT-MOKA** tandem to CLEC end office

Calculation - (Count of blocked calls ÷ total calls offered) * 100
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Dedicated Trunk Groups not to exceed blocking standard of B.01.

15.10.72 **Measurement** - Common Transport Trunk Blockage
Definition - Percent of local common transport trunk groups exceeding 2% blockage
Calculation - (Number of common transport trunk groups exceeding 2% blocking ÷ total common transport trunk groups) * 100
Report Structure - Reported by local common transport trunk groups
Benchmark - Equal to **SWBT-MOKA**'s own

15.10.73 **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)

15.10.74 **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 CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own

15.10.75 **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 – Σ (Completion date - committed order due date) ÷ (# of completed trunk circuits)

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

15.10.76 **Measurement** - Percent **SWBT-MOKA** 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 CLEC, all CLECs and **SWBT-MOKA** for interconnection trunks
Benchmark - No more than 2% interconnection trunk orders completed > 30 days

15.10.77 **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 CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own

15.10.78 **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 CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Tandem trunk groups – 1 hour/Non-Tandem – 2 hours

15.10.79 **Measurement** - Average Interconnection Trunk Installation Interval
Definition - The average time from receipt of a complete and accurate ASR until the completion of the trunk order.
Calculation - $\sum$ (Completion date of the trunk order - receipt of complete and accurate ASR) ÷ total trunk orders
Report Structure - Reported by CLEC, all CLECs (**SWBT-MOKA** does not currently have comparable data to report. **SWBT-MOKA** will continue to work on methods to collect comparable data.)
Benchmark - 20 Business days

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

15.11.80 **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-MOKA** and CLECs
Benchmark - Not required (Aggregate measurement)

15.11.81 **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-MOKA** and CLECs
Benchmark - Not required (Aggregate measurement)

15.11.82 **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-MOKA** and CLECs
Benchmark - Not required (Aggregate measurement)

15.11.83 **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-MOKA** and CLECs
Benchmark - Not required (Aggregate measurement)

15.11.84 **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 CLEC and **SWBT-MOKA** in the aggregate
Benchmark - Not required (Aggregate measurement)

15.11.85 **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 CLEC and **SWBT-MOKA** in the aggregate
Benchmark - Not required (Aggregate measurement)

15.11.86 **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 CLEC and **SWBT-MOKA** in the aggregate
Benchmark - Not required (Aggregate measurement)

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

15.12 Interim Number Portability (INP)

15.12.88 **Measurement** - % Installation Completed Within "X" (3, 7, 10) Business Days
Definition - % installations completed within "X" (3, 7, 10) business days
Calculation - Total INP orders installed within "x" (3, 7, 10) business days ÷ total INP orders
Report Structure - Reported for CLEC and all CLECs
Benchmark - 90% within "X" business days
- 1-10 numbers (3days)
- 11-20 numbers (7 days)
- >20 (10 days)

15.12.89 **Measurement** - Average INP Installation Interval
Definition - Average business days from application date to completion date for INP orders.
Calculation - (Total business days from application to completion date for INP orders ÷ total INP orders) * 100
Report Structure - Reported for CLEC and all CLECs
Benchmark - 90% within "X" business days
- 1-10 numbers (3days)

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

15.12.90 **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 CLEC and all CLECs
Benchmark - Equal to SWBT-MOKA's own

15.12.91 **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 CLEC and all CLECs
Benchmark - Equal to SWBT-MOKA's own

15.13 Local Number Portability (LNP)

15.13.92 **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 CLEC and all CLECs
Benchmark – 96.5%

15.13.93 **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 CLEC and all CLECs
Benchmark – 96.5%

15.13.94 **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 CLEC and all CLECs

Benchmark – 96.5%

15.13.95 **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 CLEC

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

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

Benchmark – 95%

15.13.96 **Measurement** – Average Response Tie 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 CLEC caused errors in the order

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

Report Structure – Reported for CLEC and all CLECs

Benchmark – 5 business hours

15.13.97 **Measurement** – Percent Pre-mature Disconnects for LNP Orders

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

Calculation – Count of premature disconnects÷total LNP conversions * 100

Report Structure – Reported by CLEC and all CLECs disaggregated by LNP and LNP with UNE loop

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

15.13.98 **Measurement** – Percent of Time **SWBT-MOKA** Applies the 10-Digit Trigger Prior to the LNP Order Due Date

Definition – Percent of time **SWBT-MOKA** applies 10-digit trigger, where technically feasible, for LNP or LNP with loop TNs on the day prior to the due date.
Calculation – (Count of LNP TNs for which 10-digit trigger was applied 24 hours prior to due date÷total LNP TNs for which 10-digit triggers were applied) * 100
Report Structure – Reported for CLEC and all CLECs
Benchmark – 96.5%

15.13.99 **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 – (Count of LNP orders that receive a network customer trouble report within 10 calendar days of service order completion ÷total LNP orders) * 100
Report Structure – Reported for CLEC and all CLECs and **SWBT-MOKA**
Benchmark – Equal to **SWBT-MOKA**'s own

15.13.100 **Measurement** – Average Delay Days for **SWBT-MOKA** Missed Due Dates
Definition – Average calendar days from due date to completion date on company missed orders
Calculation - ∑(LNP Port Out Completion date – LNP order due date) ÷ # total port out orders where there was a **SWBT-MOKA** caused missed due date * 100
Report Structure – Reported for CLEC and all CLECs and **SWBT-MOKA**
Benchmark – Equal to **SWBT-MOKA**'s own

15.13.101 **Measurement** – Average Time of Out of Service for LNP Conversions
Definition – Average time to facilitate the activation request in **SWBT-MOKA**'s network
Calculation - ∑(LNP start time – LNP stop time)÷#total LNP activated messages
Report Structure – Reported for CLEC and all CLECs
Benchmark – 60 minutes unless a different industry guideline is established which will override the benchmark referenced here.

15.13.102 **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-MOKA**'s network is less than 60 minutes, expressed as a percentage of total number of activations that took place.

Calculation – (Number of activation events provisioned in less than 60 minutes)÷(total LNP provisioning events)*100
Report Structure – Report for CLEC and all CLECs
Benchmark – 96.5%

15.14 911

15.14.103 **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-MOKA** installs.
Calculation - Σ(Date and time error detected - date and time error cleared)÷ total number of errors
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own

15.14.104 **Measurement** – Percent Accuracy for 911 Database Updates
Definition – The percent of 911 records that were updated by **SWBT-MOKA** in error
Calculation – (Number of **SWBT-MOKA** caused update errors÷total number of updates)*100
Report Structure – CLEC, all CLECs and **SWBT-MOKA**
Benchmark – Equal to **SWBT-MOKA**'s own

15.14.105 **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) ÷ total number of files
Report Structure - Reported for individual CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own

15.15 Poles, Conduit And Rights Of Way

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

15.15.107 **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 CLEC - date request received from CLEC) ÷ total number of requests
Report Structure - Reported for individual CLEC and all CLECs
Benchmark - 90% of requests answered within 35 days

15.16 Collocation

15.16.108 **Measurement** - Percent Missed Collocation Due Dates
Definition - The percent of **SWBT-MOKA** caused missed due dates for Collocation projects
Calculation - (Count of number of **SWBT-MOKA** caused missed due dates for collocation facilities ÷ total number of collocation project) * 100
Report Structure - Reported for individual CLEC and all CLECs
Benchmark - 95% within the due date. Damages will be calculated based on the number of days late.

15.16.109 **Measurement** - Average Delay Days For **SWBT-MOKA** Caused Missed Due Dates
Definition - The average delay days caused by **SWBT-MOKA** to complete collocation facilities
Calculation - Σ(Date collocation work completed – collocation due date)÷total number of **SWBT-MOKA** caused missed collocation projects
Report Structure - Reported for individual CLEC and all CLECs by active and non-active
Benchmark - 10% of the tariffed intervals

15.16.110 **Measurement** - Percent Of Requests Processed Within The Tariffed Timelines
Definition - The percent of request for collocation facilities processed within the tariffed timelines
Calculation - (Count of number of requests processed within tariffed timeline ÷ total number of requests) * 100
Report Structure - Reported for individual CLEC and all CLECs
Benchmark - 90% within Tariff timelines

15.17 Directory Assistance Data Base

15.17.111 **Measurement** - Percent Of Updates Completed Into The DA Database Within 72 Hours For Facility Based CLECs
Definition - The percent of DA database updates completed within 72 hours of receipt of the update from the CLEC for directory change only

and within 72 hours of the completion date on the provisioning service order where a provisioning order is required.
Calculation - (Count of updates completed within 72 hours ÷ total updates) * 100
Report Structure - Reported by CLEC and all CLECs for facility based providers
Benchmark - 95% updated within 72 hours

15.17.112 **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 – Σ (8:00 a.m. of the day following the input into the LSS database - time update received from CLEC) ÷ total updates
Report Structure - Reported by CLEC and all CLECs for facility based providers
Benchmark - 48 hours

15.17.113 **Measurement** - Percent DA Database Accuracy For Manual Updates
Definition - The percent of DA records that were updated by **SWBT-MOKA** in error. The data required to calculate this measurement will be provided by the CLEC. The CLEC will provide the number of records transmitted and the errors found. **SWBT-MOKA** will verify the records determined to be in error to validate that the records were input by **SWBT-MOKA** incorrectly.
Calculation - (Number of **SWBT-MOKA** caused update errors ÷ total number of updates) * 100
Report Structure - Reported by CLEC and all CLECs for facility based providers
Benchmark - 97% accuracy for DA database updates for the manual DA process

15.17.114 **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-MOKA** ordering systems to ALPS/LIRA
Calculation –(Number of DSRs that flow through to ALPS/LIRA÷total LSRS)*100
Report Structure – CLEC and all CLECs
Benchmark – 97%

15.18 Coordinated Conversions/Reconfigurations

15.18.115 **Measurement** - Percent Pre-mature Disconnects (Coordinated Cutovers)
Definition - Percent of coordinated cutovers where **SWBT-MOKA** prematurely disconnects the customer prior to the scheduled conversion/reconfiguration
Calculation - (Count of prematurely disconnected customers ÷ total coordinated conversion/reconfiguration customers) * 100
Report Structure - Reported by CLEC and all CLECs disaggregated by INP and INP with UNE loop
Benchmark - 2% or less premature disconnects starting 10 minutes before scheduled time

15.18.116 **Measurement** - Percent Caused Delayed Coordinated Cutovers
Definition - Percent of **SWBT-MOKA** caused late coordinated cutovers in excess of "x" (30, 60 and 120) minutes
Calculation - (Count of **SWBT-MOKA** caused late coordinated cutovers in excess of "x" (30, 60 and 120) minutes ÷ total coordinated cutovers) * 100
Report Structure - Reported by CLEC and all CLECs
Benchmark – 8% or less of **SWBT-MOKA** coordinated conversions/reconfigurations beyond 30 minutes, 2% beyond 1 hour from scheduled time or 1% beyond 2 hours

15.18.117 **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 - (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)) ÷ total mechanized INP conversions/reconfigurations) * 100
Report Structure - Reported by CLEC and all CLECs
Benchmark - 8% or less of **SWBT-MOKA** coordinated conversions/reconfigurations beyond 30 minutes, 2% beyond 1 hour from scheduled time or 1% beyond 2 hours

15.19 NXX

15.19.118 **Measurement** - Percent NXXs Loaded And Tested Prior To The LERG Effective Date
Definition - The percent of NXXs loaded and tested prior to the LERG effective date

Calculation - (Count of NXXs loaded and tested by LERG date ÷ total NXXs loaded and tested) * 100
Report Structure - Reported by CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own

15.19.119 **Measurement** - Average Delay Days For NXX Loading And Testing
Definition - Average calendar days from due date to completion date on company missed NXX orders
Calculation – Σ (Completion date - LERG date) ÷ (number of **SWBT-MOKA** caused late orders)
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own

15.19.120 **Measurement** - Mean Time To Repair
Definition - Average duration of NXX trouble reports from receipt of the customer trouble report to the time that the trouble report is cleared
Calculation – Σ(Date and time trouble report is cleared with the customer – dated and time trouble report is received)÷(number of NXX trouble reports)
Report Structure - Reported for CLEC, all CLECs and **SWBT-MOKA**
Benchmark - Equal to SWBT-MOKA's own

15.20 Bona Fide Request Process (BFRs)

15.20.121 **Measurement** – Percent Requests Processed Within 30 Business Days
Definition – Percent of Bona fide requests processed within 30 business days
Calculation – (Count of number of requests processed within 30 days÷total number of requests) * 100
Report Structure – Reported by CLEC and all CLECs
Benchmark – 90% within 30 business days

15.20.122 **Measurement** – Percent of Quotes Provided for Authorized BFRs Within 45 Business Days
Definition – Percent quotes provided in response to bona fide requests within 30 business days
Calculation – (Count of number of requests processed within 45 days÷total number of requests)* 100
Report Structure – Reported by CLEC and all CLECs
Benchmark – 90% within 45 business days

16. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

16.1 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, 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.

APPENDIX
PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 The parties agree that the measurements set forth in this Appendix, if met by Southwestern Bell Telephone Company (SWBT), illustrate non-discriminatory access to **SWBT-T**'s Operations Support Systems (OSS) and cover the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).

1.2 As used herein, (**SWBT-T**) means the above listed ILEC doing business in Texas.

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

2. PROCEDURAL SAFEGUARDS AND EXCLUSIONS

2.1 **SWBT-T** agrees that the application of the liquidated damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to CLEC. By incorporating these liquidated damages terms into the interconnection agreement, **SWBT-T** and CLEC agree that proof of damages from any "noncompliant" performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure.

2.2 **SWBT-T**'s agreement to implement these enforcement terms, and specifically its agreement to pay liquidated damages hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. This proposed Agreement contains language whereby **SWBT-T** and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) **SWBT-T**'s payment of Tier-1 "liquidated damages" as evidence that **SWBT-T** has discriminated in the provision of any facilities or services under

Sections 251 and 252, or has violated any state or federal law or regulation. **SWBT-T**'s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. By accepting this performance remedy plan, CLEC agrees that **SWBT-T**'s performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by **SWBT-T** under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where **SWBT-T** seeks to offset the payment against any other damages CLEC might recover; whether or not the nature of damages sought by CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether **SWBT-T** has met or continues to meet the requirements of section 271 of the Act.

3. DEFINITIONS

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

3.1.1 Performance Criteria

3.1.1.1 The target level of **SWBT-T** performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that which **SWBT-T** achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, percentages, or proportions) for the same measure, at equivalent disaggregation for both **SWBT-T** and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than the critical Z-value reflected in the Critical Z-Statistical Table shown in Section 10.

3.1.1.2 For certain Performance Measurements, a specific quantitative target has been adopted as the Performance Criterion. The determination of compliance is through the comparison of the measured performance delivered to CLEC and the applicable benchmark.

3.1.2 Performance Measures

3.1.2.1 The set of measures listed in all of Section 14 of this Appendix.

3.1.3 Non-compliance

3.1.3.1 The failure by **SWBT-T** to meet the Performance Criteria for any performance measure identified as a Tier-1 measurement type in Section 11.

4. SPECIFIED PERFORMANCE STANDARDS

4.1 **SWBT-T** will meet the Performance Criteria contained in this Appendix, except in those instances where its failure to do so is a result of a) the CLEC's failure to perform any of its obligations set forth in this Agreement or under the Act, or Texas law b) any delay, act or failure to act by an end user, agent or subcontractor of the CLEC, c) any Force Majeure Event, d) for Out of Service Repairs for unbundled loops, where either party lacks automatic testing capability; e) for INP, where memory limitations in the switch in either Party's serving office cannot accommodate the request; or f) non-**SWBT-T** problems associated with third party systems or equipment, which could not have been avoided by **SWBT-T** in exercise of reasonable diligence. Provided, however, the third party exclusion will not be raised by **SWBT-T** more than three times within a calendar year.

5. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

5.1 In recognition of either: 1) the loss of end user opportunities, revenues and goodwill which a CLEC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a CLEC having available to it end user opportunities similar to those opportunities available to **SWBT-T** at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages a CLEC would sustain if a Specified Performance Breach occurs, **SWBT-T** agrees to pay the CLEC, subject to Section 6.1 below.

6. LIQUIDATED DAMAGES

6.1 The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of

each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages the CLEC would sustain if its damages were readily ascertainable; and c) neither Party will be required to provide any proof of the Liquidated Damages.

7. LIQUIDATED DAMAGES PAYMENT PLAN

7.1 Tier-1 Liquidated damages apply to the specified measures designated in section 8 as High, Medium, or Low when **SWBT-T** delivers "non-complaint" performance as defined in 3.1.3. If the Z-test value is greater than the Critical Z, the performance for the reporting category does not meet the criteria or is non-compliant.

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

7.3 Liquidated damages in the amount specified in the table below apply to the "non-compliant" specified measures in excess of the applicable "K" number of exempt measures listed in section 8 below. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the designation of the measure group as High, Medium, or Low and the number of consecutive months for which **SWBT-T** has reported non-compliance for the measure. For those measures listed as "Measurements that are subject to per occurrence damages with a cap" in section 8, the amount of liquidated damages in a single month shall not exceed the amount listed in the table below for the "Per Measurement" category.

8. SPECIFIED ACTIVITIES

8.1 Pre-Ordering

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

8.2 Ordering and Provisioning

8.2.1 POTS

8.2.1.1 **Specified Activity** - Mean installation interval
Measurement Group – High – Per Occurrence

8.2.1.2 **Specified Activity** - Percent **SWBT-T** Caused Missed Due Dates
Measurement Group - High – Per Occurrence

8.2.1.3 **Specified Activity** – Average Delay Days for Company Missed Due Dates
Measurement Group – Medium – Per Occurrence

8.2.2 Specials

8.2.2.1 **Specified Activity** - Average installation interval
Measurement Group – High – Per Occurrence

8.2.2.2 **Specified Activity** - Percent **SWBT-T** Caused Missed Due Dates
Measurement Group – High – Per Occurrence

8.2.2.3 **Specified Activity** – Average Delay Days for Company Missed Due Dates
Measurement Group - Medium – Per Occurrence

8.2.3 UNEs

8.2.3.1 **Specified Activity** - Percent Installation Completed in "X" Days
Measurement Group – Medium – Per Occurrence

8.2.3.2 **Specified Activity** - Percent **SWBT-T** Caused Missed Due Dates
Measurement Group – High – Per Occurrence

8.2.3.3 **Specified Activity** – Average Delay Days For Company Missed Due Dates
Measurement Group – Medium – Per Occurrence

8.2.4 Order Accuracy

8.2.4.1 **Specified Activity** - Percent POTS Trouble Reports within 10 Days of Installation
Measurement Group – High – Per Occurrence

8.2.4.2 **Specified Activity** - Percent Specials Trouble Reports within 30 Days of Installation
Measurement Group – High – Per Occurrence

8.2.4.3 **Specified Activity** - Percent UNE Trouble Reports Within 30 Days of Installation
Measurement Group – High – Per Occurrence

8.2.5 Order Status

8.2.5.1 **Specified Activity** - Percent Firm Order Completions (FOCs) Received within "X" Hours
Measurement Group – Low – Per Occurrence w/Cap

8.2.5.2 **Specified Activity** - Percent Mechanized Completions Returned within One Day of Work Completion
Measurement Group – Low – Per Occurrence

8.2.5.3 **Specified Activity** – Order Process Percent Flow Through
Measurement Group – Low – Per Occurrence w/Cap

8.3 Maintenance/Repair

8.3.1 POTS

8.3.1.1 **Specified Activity** - Receipt to Clear Duration
Measurement Group – High – Per Occurrence

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

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

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

8.3.2 Specials

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

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

8.3.2.3 **Specified Activity** - Failure Frequency
Measurement Group – Low – Per Occurrence

8.3.3 UNEs

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

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

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

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

8.4 Interconnection Trunks

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

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

8.5 Billing

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

8.6 Local Number Portability

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

8.7 Collocation

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

9. LIQUIDATED DAMAGES TABLE FOR TIER-1 SPECIFIED MEASURES

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	Month 3	Month 4	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

9.1 The following table will be used for determining the Critical Z-value for each measure, as well as the K values referred to below based on the total number of measures that are applicable to CLEC in a particular month.

10. 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

Number of Performance Measures	K Values	Critical Z-value
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%

11. LIMITATIONS

11.1 **SWBT-T** will not be excused from payment of liquidated damages on any grounds, except by application of the procedural threshold provided for Section 12.4. Any dispute regarding whether a **SWBT-T** performance failure is excused under this paragraph will be resolved with the Commission through a dispute resolution proceeding under Subchapter Q of its Procedural Rules or, if the parties agree, through commercial arbitration with the American Arbitration Association. **SWBT-T** will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement was excused on one of the grounds set forth in this Appendix.

11.2 In no event will **SWBT-T** be liable to pay the Liquidated Damages if **SWBT-T**'s failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means: a) a failure by a CLEC to perform any of its obligations set forth in this Agreement, or under the Act, or Texas law; b) any delay, act or failure to act

by an end user, agent or subcontractor of the CLEC; c) any Force Majeure Event; d) for Out of Service Repairs for unbundled Loops, where either Party lacks automatic testing capability; e) for INP, where memory limitations in the switch in either Party serving office cannot accommodate the request; or f) non-**SWBT-T** problems associated with third party systems or equipment, which could not have been avoided by **SWBT-T** in exercise of reasonable diligence. Provided, however, the third party exclusion will not be raised more than three times within a calendar year.

11.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of **SWBT-T**'s compliance with the Performance Criteria, or (ii) only suspends **SWBT-T**'s ability to timely perform the activity, the applicable time frame in which **SWBT-T**'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.

12. RECORDS AND REPORTS

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

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

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

12.4 **SWBT-T** will provide payments for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose. For each day after the due date that **SWBT-T** fails to pay the required amount, **SWBT-T** will pay interest to CLEC at the maximum rate permitted by law for a past due liquidated damages obligation.

12.5 **SWBT-T** may not withhold payment of liquidated damages to CLEC, for any amount up to $3,000,000 a month, unless **SWBT-T** has commenced an expedited dispute resolution proceeding on or before the payment due date, asserting one of the permitted grounds for excusing a damages payment below the procedural threshold as set out in Section 11.2 of this Appendix (Force Majeure, CLEC fault, and non-**SWBT-T** problems associated with third-party systems or equipment). In order to invoke the procedural threshold provisions

allowing for escrow of damages obligations in excess of $3,000,000 to CLEC, **SWBT-T** will pay the balance into escrow, and commence the show cause proceeding on or before the payment due date.

12.6 CLEC and **SWBT-T** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then **SWBT-T** will allow CLEC to have an independent audit conducted, at CLEC's expense, of **SWBT-T**'s performance measurement data collection, computing, and reporting processes. The auditor will enter into an appropriate non-disclosure agreement. CLEC may not request more than one audit per twelve calendar months under this section. This section does not modify CLEC's audit rights under other provisions of this Agreement.

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

13. INITIAL IMPLEMENTATION; DATA REVIEW

13.1 The Parties agree that none of the liquidated damages provisions set forth in this Appendix will apply during the first three months after CLEC first purchases the type of service or unbundled network element(s) associated with a particular Performance Measurement. During this three month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

13.2 Every six months, **SWBT-T**, CLEC, and Commission representatives will review the performance measures to determine whether measurements should be added, deleted, or modified; whether the applicable benchmark standards should be modified or replaced by parity standards; and whether to move a classification of a measure to High, Medium, Low, Diagnostic, or Tier 1. The criterion for reclassification of a measure shall be whether the actual volume of data points was lesser or greater than anticipated. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Performance measures for 911 may be examined at any six month review to determine whether they should be reclassified. The first six month period will begin when an interconnection agreement including this remedy plan is adopted by CLEC and approved by the Commission. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and, if necessary, with respect to new measures and their

appropriate classification, by arbitration. The current measurements and benchmarks will be in effect until modified hereunder or expiration of the interconnection agreement.

14. PERFORMANCE MEASUREMENTS

SWBT-T will provide the following Performance Measurements, in accordance with the Business Rules, under this Agreement:

14.1 Pre-Ordering/Ordering

14.1.1 Measurement - **Average** Response Time For OSS Pre-Order Interfaces

Definition – The average response time in seconds from the **SWBT-T** 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 – Σ[(Query Response Date & Time)-(Query Submission Date & Time)]÷(Number of Queries Submitted in Reporting Period)

Report Structure – Reported on a CLEC and all CLECs basis by interface for DATAGATE and VERIGATE.

Benchmark: To be determined in Docket 20000

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

14.1.2 Measurement - Percent Response Received within "X" Seconds-OSS Interfaces

Definition - The percent of responses 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 in Docket 20000

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

14.1.3 **Measurement** - EASE Average Response Time
Definition - Average screen to screen response from the **SWBT-T** side of the Remote Access Facility (RAF) and return
Calculation - Σ[(Query Response Date & Time) - (Query Submission Date & Time)]÷ (Number of Queries Submitted in Reporting Period)
Report Structure - Reported for all CLECs and **SWBT-T** by division name (CPU platform)
Benchmark - Equal to SWBT-T's own

14.1.4 **Measurement** - OSS Interface Availability
Definition - Percent of time OSS interface is available compared to scheduled availability
Calculation – ((Hours of functionality is available during the scheduled available hours)/ 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 CLEC basis.
Benchmark – 99.5%

14.1.5 **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 CLEC.
Calculation - (# FOCs returned within "X" hours ÷ total FOCs sent) * 100.
Report Structure - Reported for CLEC and all CLECs. This includes mechanized from EDI and LEX and manual (FAX or phone orders).

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.

14.1.6 **Measurement** - Average Time To Return FOC
Definition - The average time to return FOC from receipt of service order to return of confirmation to CLEC
Calculation - Σ[(Date and Time of FOC) - (Date and Time of Order Acknowledgment)]÷ (# of FOCs)
Report Structure - Reported for CLEC and all CLECs
Benchmark - Not Required

14.1.7 **Measurement** - Percent Mechanized Completions Returned Within 1 Hour of Completion in SORD.
Definition - % mechanized completions returned within 1 hour for EDI and LEX
Calculation - (# mechanized completions returned to CLEC within 1 hour of SORD completion ÷ total completions) * 100
Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX).
Benchmark - 97%

14.1.7.1 **Measurement** – Percent Mechanized Completions Returned Within 1 Day Of Work Completion
Definition – Percent Mechanized Completions Returned Within 1 Day
Calculation – (# mechanized completions returned to the CLEC within 1 day of work completion ÷ total mechanized completions) * 100
Report Structure – Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX)
Benchmark – 97%

14.1.8 **Measurement** - Average Time to Return Mechanized Completions
Definition - Average time required to return a mechanized completion
Calculation – Sum [(Date and Time of Notice Of Completion Issued to the CLEC) -(Date and Time of Work Completion)]÷(# of Orders Completed).
Report Structure - Reported on CLEC and all CLECs for the electronic interfaces (EDI and LEX).
Benchmark - Not Required

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

14.1.10 **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 - (# mechanized rejects returned within 1 hour ÷ total rejects) * 100
Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX)
Benchmark - 97% within 1 hour of the receipt of a reject in LASR

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

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

14.1.13 **Measurement** - Order Process Percent Flow Through
Definition - Percent of orders or LSRs from entry to distribution that progress through SWBT ordering systems
Calculation - (#orders that flow through ÷ total orders) * 100
Report Structure - Reported by individual CLEC, CLECs and SWBT
Benchmark - Equal to SWBT's own

14.2 Billing

14.2.14 **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 - (# of bills not corrected prior to bill release ÷ total bills audited) * 100
Report Structure - Reported for aggregate of all CLECs and SWBT for the CRIS, CABS and Usage bill audits
Benchmark - Equal to SWBT's own

14.2.15 **Measurement** - Percent of Accurate And Complete Formatted Mechanized Bills
Definition - The % of monthly bills sent to the CLECs via the mechanized EDI process that are accurate and complete.
Calculation - (Count of accurate and complete formatted mechanized bills via EDI ÷ total # of mechanized bills via EDI) * 100
Report Structure - Reported for CLEC and all CLECs
Benchmark - 99%

14.2.16 **Measurement** - Percent Of Usage Records Transmitted Correctly
Definition - The % of usage records transmitted correctly on the daily usage extract feed.
Calculation - (Count of usage records transmitted correctly ÷ total usage records transmitted) * 100
Report Structure - Reported for CLEC and all CLECs
Benchmark - 95% within 6th workday

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

14.2.18 **Measurement** - Billing Timeliness (Wholesale Bill)
Definition - Billing timeliness measurements the length of time from that the billing date to the time it is sent or transmitted (made available) to the CLECs.
Calculation - (Count of bills released on time ÷ total number of bills released) * 100
Report Structure - Reported for CLEC and all CLECs
Benchmark - 95% within the 6th work day

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

14.2.20 **Measurement** - Unbillable Usage
Definition - The percent usage data that is unbillable.
Calculation - (Total unbillable usage ÷ total usage) * 100
Report Structure - Reported for the aggregate of SWBT and CLECs
Benchmark - Not required (Aggregate measurement)

14.3 Miscellaneous Administrative

14.3.21 **Measurement** - LSC Average Speed of Answer
Definition - The average time a customer is in queue.
Calculation - Total queue time ÷ total calls
Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail
Benchmark - Equal to SWBT's own

14.3.22 **Measurement** - LSC Grade Of Service (GOS)
Definition - % of calls answered by the LSC within 20 seconds
Calculation - Total number of calls answered by the LSC within a specified period of time ÷ total number of calls answered by the LSC
Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (RSC and BSC)
Benchmark - Equal to SWBT's own

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

14.3.24 **Measurement** - LOC Average Speed Of Answer
Definition - The average time a customer is in queue.
Calculation - Total queue time ÷ total calls
Report Structure - Reported for all calls to the LOC for all CLECs and SWBT
Benchmark - Equal to SWBT's own

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

14.3.26 **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

14.4 POTS - Provisioning

14.4.27 **Measurement** - Mean Installation Interval
Definition - Average business days from application date to completion date
Calculation - [Σ(completion date - application date)]÷ (Total number of orders completed)
Report Structure - Reported for CLEC, 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).

14.4.28 **Measurement** - Percent Installations Completed within "X" Business Days (POTS)
Definition - Measure of orders completed within 5 business days for FW and 3 business days for NFW of the application date.
Calculation - FW: (Count of orders installed within business 5 days ÷ total number of orders) * 100
NFW: (Count of orders installed within business 3 days ÷ total number of orders) * 100
Report Structure - Reported for CLEC, 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).

14.4.29 **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 - (Count of N,T,C orders not completed by the due date, ÷ total number of orders) * 100
Report Structure - Reported for CLEC, 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).

14.4.30 **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 committed due dates due to lack of facilities ÷ total orders completed) * 100
Report Structure - Reported for CLEC, 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)

14.4.31 **Measurement** – Average Delay Days For Missed Due Dates Due To Lack Of Facilities
Definition - Average calendar days from due date to completion date on company missed orders due to lack of facilities
Calculation - Σ(Completion date - due date)÷(total # of completed orders with a SWBT caused missed due date due to lack of facilities)
Report Structure - Reported for CLEC, 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)

14.4.32 **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 - Sum (Completion date - due date) ÷ (total # of completed orders with a SWBT caused missed due date)
Report Structure - Reported for CLEC, 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).

14.4.33 **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 calendar days following the due date ÷ total number of orders completed) * 100
Report Structure - Reported for CLEC, 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).

14.4.34 **Measurement** - Count of Orders Canceled after the Due Date (SWBT Caused)
Definition - A count of the total number of orders that were canceled after the order became due. Only orders canceled with SWBT missed codes are included.
Calculation - Cancel Date>Due Date
Report Structure - Reported for individual CLECs 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)

14.4.35 **Measurement** - Percent Trouble Reports Within10 Days (I-10) Of Installation
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 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 CLEC, 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).

14.4.36 **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 CLEC, 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).

14.5 POTS - Maintenance

14.5.37 **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 CLEC, all CLECs and SWBT
Benchmark - POTS – Parity with SWBT Retail
UNE Combo – Parity with SWBT Business and Residence combined

14.5.38 **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 ÷ total trouble reports) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - POTS – Parity with SWBT Retail
UNE Combo – Parity with SWBT Business and Residence combined

14.5.39 **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 - Σ[(Date and time SWBT clears ticket with the CLEC) - (Date and time ticket received)] ÷ total customer trouble reports
Report Structure - Reported for POTS Resale trouble reports by CLEC, all CLECs and SWBT
Benchmark - POTS – Parity with SWBT Retail
UNE Combo – Parity with SWBT Business and Residence combined

14.5.40 **Measurement** - Percent Out Of Service (OOS) < 24 Hours
Definition - Percent of OOS trouble reports cleared in less than 24 hours
Calculation - (Count of OOS trouble reports < 24 hours ÷ total number of OOS trouble reports) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT

Benchmark - POTS – Parity with SWBT Retail
UNE Combo – Parity with SWBT Business and Residence combined

14.5.41 **Measurement** - Percent Repeat Reports
Definition - Percent of customer trouble reports received within 10 calendar days of a previous customer report
Calculation - (Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within 10 calendar days of a previous customer report ÷ total customer trouble reports not caused by CPE or wiring and excluding subsequent reports) * 100
Report Structure - Reported by CLEC, all CLECs and SWBT
Benchmark - POTS – Parity with SWBT Retail
UNE Combo – Parity with SWBT Business and Residence combined

14.5.42 **Measurement** – Percent No Access (% Trouble reports with No Access)
Definition – Percent of dispatched customer trouble reports with a status of "No Access".
Calculation – Count of trouble reports with a status of "No Access" to customer's premise ÷ total dispatched customer trouble reports
Report Structure – Reported for CLEC, total CLECs and SWBT
Benchmark - POTS – Parity with SWBT Retail
UNE Combo – Parity with SWBT Business and Residence combined

14.6 Specials - Provisioning

14.6.43 **Measurement** - Average Installation Interval
Definition - Average business days from application date to completion date for N,T,C orders by item or circuit.
Calculation - [Σ(completion date - application date)]÷(total number of circuits completed)
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

14.6.44 **Measurement** - Percent Installations Completed Within "X" Business Days
Definition - Percent installations completed within "X" business days

Calculation - (Count of circuits installed within business "X" business days ÷ total circuits) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

14.6.45 **Measurement** - Percent SWBT Caused Missed Due Dates
Definition - Percent of N,T,C orders where installations were not completed by the due date
Calculation - (Count of circuits with missed due dates excluding customer caused misses ÷ total number of circuits) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

14.6.46 **Measurement** - Percent Installation Reports (Installation Reports) Within 30 Days (I-30) of Installation
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 - (Count of circuits that receive a network customer trouble report within 30 calendar days of service order completion ÷ total # of circuits (excludes trouble reports received on the due date)) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

14.6.47 **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 - (Count of circuits with missed committed due dates due to lack of facilities ÷ total circuits) * 100
Report Structure - Reported for Specials Resale by CLEC, all CLECs and SWBT Retail
Benchmark - Equal to SWBT's own

14.6.48 **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 - Σ(Completion date - Committed circuit due date) ÷ (# of completed circuits with SWBT caused missed due dates due to lack of facilities)

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

14.6.49 **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 (Completion date - committed order due date) ÷ (# of posted circuit orders with a SWBT caused missed due date)
Report Structure - Reported for CLEC, all CLECs and SWBT Retail Specials
Benchmark – Equal to SWBT's own

14.6.50 **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 - (Count of circuits completed > 30 days following the due date, excluding customer caused misses ÷ total number of circuits) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT for Retail Specials
Benchmark - Equal to SWBT's own

14.6.51 **Measurement** - Count Of Orders Canceled After The Due Date (SWBT Caused) – Specials - Provisioning
Definition - A count of the total number of orders that were canceled by the CLEC after the order became due. Only orders canceled with SWBT missed codes are included.
Calculation - Cancel Date>Due Date
Report Structure - Reported for individual CLECs, the aggregate of all CLECs and SWBT
Benchmark - Not required (Diagnostic)

14.7 Specials - Maintenance

14.7. 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 - Σ[(Date and time trouble report is cleared with the customer) - (date and time trouble report is received)] ÷ total network customer trouble reports

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

14.7.53 **Measurement** - Percent Repeat Reports
Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report
Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report ÷ total network customer trouble reports.) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

14.7.54 **Measurement** - Failure Frequency
Definition - The number of network customer trouble reports within a calendar month per 100 circuits
Calculation - [Count of network trouble reports ÷ (Total Resold circuits ÷100)]
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

14.8 UNE - Provisioning

14.8.55 **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 - [Σ(completion date - application date)]÷ (total number of orders completed)
Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule
Benchmark - 95% within "X" business days

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

Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule
Benchmark - 95% within "X" business days

14.8.57 **Measurement** – Average Response time for Loop Make-up Information
Definition – The average time required to provide loop qualification for ADSL
Calculation - ∑(Date and Time the Loop Qualification is made available to CLEC – Date and time the CLEC request is received) ÷ Total number of loop qualifications
Report Structure – CLEC, all CLECs and SWBT
Benchmark – Equal to SWBT's own

14.8.58 **Measurement** - Percent SWBT Caused Missed Due Dates
Definition - Percent of UNEs (8dB loops are measured at an order level) where installations are not completed by the negotiated due date
Calculation - (Count of UNEs (8dB loops are measured at an order level) with missed due dates excluding customer caused misses ÷ total number of UNE (total orders for 8dB loops)) *100
Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

14.8.59 **Measurement** - Percent Installation Reports (Trouble Reports) Within 30 Days (I-30) of Installation
Definition - Percent UNEs (8dB loops are measured at an order level) that receive a network customer trouble report within 30 calendar days of service order completion
Calculation - (Count of UNEs that receive a network customer trouble report within 30 calendar days of service order completion ÷ total UNEs * 100
Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

14.8.60 **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 with missed committed due dates due to lack of facilities ÷ total UNEs (total orders for 8dB loops) * 100.

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

14.8.61 **Measurement** – Average 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 - Σ(Completion date - committed UNE due date)÷ (# of completed UNEs (total completed orders for 8dB loops) with SWBT caused missed due dates due to lack of facilities
Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

14.8.62 **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 - Sum (Completion date - committed UNE due date) ÷ (# of posted orders)
Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

14.8.63 **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 completed > 30 days following the due date, excluding customer caused misses ÷ total number of UNEs (total orders for 8dB llops)) * 100
Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

14.8.64 **Measurement** - Count of Orders Canceled after the Due Date (SWBT Caused)
Definition - A count of the total number of orders that were canceled after the order became due. Only orders canceled with SWBT missed codes are included.

Calculation - Cancel Date>Due Date
Report Structure - Reported for individual CLECs and the aggregate of all CLECs. The count will be divided into 1-30, 31-90 and > 90.
Benchmark - Not required (Diagnostic)

14.9 UNE -Maintenance

14.9.65 **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 - [Count of network trouble reports ÷ (total UNEs ÷ 100)].
Report Structure - Reported for CLEC, all CLECs and SWBT for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

14.9.66 **Measurement** - Percent Missed Repair Commitments
Definition - Percent of trouble reports not cleared by the commitment time for SWBT reasons (excludes cross connects without remote test access)
Calculation - (Count of trouble reports not cleared by the commitment time for company reasons ÷ total trouble reports) * 100
Report Structure - Reported for each CLEC, all CLECs and SWBT
Benchmark - Parity with SWBT POTS Business and Residence combined

14.9.67 **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 - Σ[(Date and time trouble report is cleared with the customer) - (date and time trouble report is received)] ÷ total network customer trouble reports)
Report Structure - Reported for CLEC, all CLECs and SWBT for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

14.9.68 **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 - (Count of UNE OOS trouble reports < 24 hours ÷ total number of UNE OOS trouble reports) * 100
Report Structure - Reported for CLEC, CLECs and SWBT
Benchmark - Parity with SWBT POTS Business and Residence combined

14.9.69 **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 - (Count of network customer trouble reports received within 30 calendar days of a previous customer report ÷ total network customer trouble reports) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

14.10 Interconnection Trunks

14.10.70 **Measurement** - Percent Trunk Blockage
Definition - Percent of calls blocked on outgoing traffic from SWBT end office to CLEC end office and from SWBT tandem to CLEC end office
Calculation - (Count of blocked calls ÷ total calls offered) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT.
Benchmark - Dedicated Trunk Groups not exceed blocking standard of B.01.

14.10.71 **Measurement** - Common Transport Trunk Blockage
Definition - Percent of local common transport trunk groups exceeding 2% blockage
Calculation - (Number of common transport trunk groups exceeding 2% blocking ÷ total common transport trunk groups) * 100
Report Structure - Reported on local common transport trunk groups
Benchmark - PUC Subst. R.23.61(e)(5)(A) or parity, whichever is greater.

14.10.72 **Measurement** - Distribution of Common Transport Trunk Groups Exceeding 2%
Definition - A distribution of trunk groups exceeding 2% reflecting the various levels of blocking
Calculation - The number of trunk groups exceeding 2% will be shown in histogram form based on the levels of blocking
Report Structure - Reported on local common transport trunk groups
Benchmark - Not required (Aggregate measurement)

14.10.73 **Measurement** - Percent Missed Due Dates
Definition - Percent trunk order due dates missed on interconnection trunks
Calculation - (Count trunk order circuits missed ÷ total trunk circuits) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

14.10.74 **Measurement** – Average Delay Days For Missed Due Dates
Definition - Average calendar days from the due date to completion date on company missed interconnection trunk orders
Calculation – Sum (Completion date - committed circuit due date) ÷ (# of completed trunk circuits)
Report Structure - Reported for CLEC, all CLECs and SWBT for interconnection trunks
Benchmark - Equal to SWBT's own

14.10.75 **Measurement** - Percent SWBT Caused Missed Due Dates > 30 Days
Definition - Percent of Interconnection Trunk Circuits where installation was completed >30 days following the due date.,
Calculation - (Count of interconnection trunk orders completed >30 days following the due date, excluding customer caused misses ÷ total number of interconnection trunk orders) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT for interconnection trunks
Benchmark - No more than 2% interconnection trunk orders completed >30 days

14.10.76 **Measurement** - Average Trunk Restoration Interval
Definition - Average time to repair interconnection trunks
Calculation - Total trunk outage duration ÷ total trunk trouble reports

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

14.10.77 **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 CLEC, all CLECs and SWBT
Benchmark - Tandem trunk groups – 1 hour/Non-Tandem – 2 hours

14.10.78 **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 (Completion date of the trunk order - receipt of complete and accurate ASR) ÷ total trunk orders
Report Structure - Reported by CLEC, all CLECs
Benchmark - 20 Business days

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

14.11.79 **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)

14.11.80 **Measurement** - Directory Assistance Average Speed Of Answer
Definition - The average time a customer is in queue.
Calculation - Total queue time ÷ total calls answered
Report Structure - Reported for the aggregate of SWBT and CLECs
Benchmark - PUC Subst. Rule 23.61.e (3)(A)(iii)

14.11.81 **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)

14.11.82 **Measurement** - Operator Services Average Speed Of Answer
Definition - The average time a customer is in queue.
Calculation - Total queue time ÷ total calls answered
Structure - Reported for the aggregate of SWBT and CLECs
Benchmark - PUC Subst. Rule 23.61.e (3)(A)(1)

14.11.83 **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 CLEC and SWBT in the aggregate
Benchmark - Not required (Aggregate measurement)

14.11.84 **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 CLEC and SWBT in the aggregate
Benchmark - Not required (Aggregate measurement)

14.11.85 **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.
Calculation - Sum (Time operator position releases customer - time customer connects to an operator position) ÷ calls
Report Structure - Reported for CLEC and SWBT in the aggregate
Benchmark - Not required (Aggregate measurement)

14.11.86 **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 CLEC and SWBT in the aggregate
Benchmark - Not required (Aggregate measurement)

14.12 Interim Number Portability (INP)

14.12.87 **Measurement** - % Installation Completed within "X" (3, 7, 10) Business Days
Definition - % installations completed within "X" (3, 7, 10) business days
Calculation - Total INP orders installed within "x" (3, 7, 10) business days ÷ total INP orders
Report Structure - Reported for CLEC and all CLECs
Benchmark - 90% within "X" business days
- 1-10 numbers (3 days)
- 11-20 numbers (7 days)
- > 20 (10 days)

14.12.88 **Measurement** - Average INP Installation Interval
Definition - Average business days from application date to completion date for INP orders.
Calculation - (Total business days from application to completion date for INP orders ÷ total INP orders) * 100
Report Structure - Reported for CLEC and all CLECs
Benchmark - 90% within "X" business days
- 1-10 numbers (3 days)
- 11-20 numbers (7 days)
- 20 (10 days)

14.12.89 **Measurement** - Percent INP Only 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 CLEC and all CLECs
Benchmark - Parity with SWBT POTS NFW I reports within 30 days

14.12.90 **Measurement** – Percent Missed Due Dates
Definition – Percent of INP N,T,C orders where installations are not completed by the negotiated due date.
Calculation – (Count of INP N,T,C orders with missed due dates excluding customer caused misses ÷ total number of INP N,T,C orders) *100
Report Structure – Reported for CLEC and all CLECs
Benchmark – Parity with SWBT POTS NFW percent missed due dates

14.30 Local Number Portability (LNP)

14.13.91 **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 CLEC and all CLECs
Benchmark – 96.5%

14.13.92 **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 CLEC and all CLECs
Benchmark – 96.5%

14.13.93 **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 CLEC and all CLECs
Benchmark – 96.5%

14.13.94 **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 CLEC
Calculation – (FOCs returned within "x" hours÷total FOCs sent) * 100
Report Structure – Reported for CLEC and all CLECs. This includes mechanized from EDI and LEX and manual (FAX or phone orders)
Benchmark – 95%

14.13.95 **Measurement** – Average Response Tie 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 CLEC caused errors in the order
Calculation -∑(Date and time of LNP order- date and time LNP order Acknowledgement) ÷Total Number of non-mechanized LNP orders Rejected
Report Structure – Reported for CLEC and all CLECs
Benchmark – 5 business hours

14.13.96 **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 – Count of premature disconnects÷total LNP conversions * 100
Report Structure – Reported by CLEC and all CLECs disaggregated by LNP and LNP with UNE loop
Benchmark – 2% or Less premature disconnects starting 10 minutes before scheduled due time.

14.13.97 **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 – (Count of LNP TNs for which 10-digit trigger was applied 24 hours prior to due date÷total LNP TNs for which 10-digit triggers were applied) * 100
Report Structure – Reported for CLEC and all CLECs
Benchmark – 96.5%

14.13.98 **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 – (Count of LNP orders that receive a network customer trouble report within 10 calendar days of service order completion ÷total LNP orders) * 100
Report Structure – Reported for CLEC and all CLECs and SWBT
Benchmark – Parity with SWBT Retail POTS – No Field Work

14.13.99 **Measurement** – Average Delay Days for SWBT Missed Due Dates
Definition – Average calendar days from due date to completion date on company missed orders
Calculation - $\sum$(LNP Port Out Completion date – LNP order due date) ÷ # total port out orders where there was a SWBT caused missed due date * 100
Report Structure – Reported for CLEC and all CLECs and SWBT
Benchmark – Parity with SWBT Retail POTS – No Field Work

14.13.100 **Measurement** – Average Time of Out of Service for LNP Conversions
Definition – Average time to facilitate the activation request in SWBT's network
Calculation - $\sum$(LNP start time – LNP stop time)÷#total LNP activated messages
Report Structure – Reported for CLEC and all CLECs
Benchmark – 60 minutes unless a different industry guideline is established which will override the benchmark referenced here.

14.13.101 **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 – (Number of activation events provisioned in less than 60 minutes)÷(total LNP provisioning events)*100
Report Structure – Report for CLEC and all CLECs
Benchmark – 96.5%

14.14 911

14.14.102 **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 - Σ(Date and time error detected - date and time error cleared) ÷ total number of errors
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

14.14.103 **Measurement** – Percent Accuracy 911 Database Updates
Definition – The percent of 911 records that were updated by SWBT in error
Calculation – (Number of SWBT caused update errors÷total number of updates)*100
Report Structure – CLEC, all CLECs and SWBT
Benchmark – Equal to SWBT's own

14.14.104 **Measurement** - Average Time Required to Update 911 Database (Facility Based Providers)
Definition - The average time it takes to update the 911 database file.
Calculation - Sum (Date and time data processing begins - date and time data processing ends) ÷ total number of files
Report Structure - Reported for individual CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

14.15 Poles, Conduit and Rights Of Way

14.15.105 **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 ÷ total number of requests) * 100

Report Structure - Reported for individual CLEC and all CLECs. SWBT's objective is 90% of requests answered
Benchmark - 90% of requests answered within 35 days

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

14.16 Collocation

14.16.107 **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 physical collocation facilities ÷ total number of physical collocation projects) * 100
Report Structure - Reported for individual CLEC and all CLECs
Benchmark - 95% within the due date

14.16.108 **Measurement** - Average Delay Days For SWBT Caused Missed Due Dates
Definition - The average delay days caused by SWBT to complete collocation facilities
Calculation - Sum (Date collocation work completed – collocation due date) ÷ total number of SWBT caused missed collocation projects
Report Structure - Reported for individual CLEC and all CLECs by active and non-active
Benchmark - 10% of the tariffed intervals

14.16.109 **Measurement** - Percent of Requests Processed within the Tariffed Timelines
Definition - The percent of requests for collocation facilities processed within the tariffed timelines
Calculation - (Count of number of requests processed within the tariff timeline ÷ total number of requests) * 100
Report Structure - Reported for individual CLEC and all CLECs
Benchmark - 90% of request answered within the tariff timeline

14.17 Directory Assistance Data Base

14.17.110 **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 the CLEC for directory change only and within 72 hours of the completion date on the provisioning service order where a provisioning order is required.
Calculation - (Count of updates completed within 72 hours ÷ total updates) * 100
Report Structure - Reported by CLEC and all CLECs for facility based providers
Benchmark - 95% updated within 72 hours

14.17.111 **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 – Sum (8:00 a.m. of the day following the input into the LSS database - time update received from CLEC) ÷ total updates
Report Structure - Reported by CLEC and all CLECs for facility based providers
Benchmark - 48 hours

14.17.112 **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 the CLEC. The CLEC will provide the number of records transmitted and the errors found. SWBT will verify the records determined to be in error to validate that the records were input by SWBT incorrectly.
Calculation - (Number of SWBT caused update errors ÷ total number of updates) * 100
Report Structure - Reported by CLEC and all CLECs for facility based providers
Benchmark - 97%

14.17.113 **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 –(Number of DSRs that flow through to ALPS/LIRA÷total LSRS)*100
Report Structure – CLEC and all CLECs
Benchmark – 97%

14.18 Coordinated Conversions/Reconfigurations

14.18.114 **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 - (Count of prematurely disconnected customers ÷ total coordinated conversion/reconfiguration customers) * 100
Report Structure - Reported by CLEC and all CLECs disaggregated by INP and INP with UNE loop
Benchmark - 2% or less premature disconnects starting 10 minutes before scheduled time.

14.18.115 **Measurement** - Percent Caused Delayed Coordinated Cutovers
Definition - Percent of SWBT caused late coordinated cutovers in excess of "x" (30, 60 and 120) minutes
Calculation - (Count of SWBT caused late coordinated cutovers in excess of "x" minutes ÷ total coordinated cutovers) * 100
Report Structure - Reported by CLEC and all CLECs disaggregated by INP and INP with UNE loop
Benchmark - 8% or less of SWBT coordinated conversions/reconfigurations beyond 30 minutes, 2% beyond 1 hour from scheduled time or 1% beyond 2 hours

14.18.116 **Measurement** - Percent Missed Mechanized INP Conversions
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 - (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)) ÷ total mechanized INP conversions/reconfigurations) * 100
Report Structure - Reported by CLEC and all CLECs
Benchmark - 2% or less premature disconnects starting 10 minutes before scheduled time. 8% or less of SWBT coordinated conversions/reconfigurations beyond 30 minutes, 2% beyond 1 hour from scheduled time or 1% beyond 2 hours

14.19 NXX

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

14.19.118 **Measurement** - Average Delay Days For NXX Loading And Testing
Definition - Average calendar days from due date to completion date on company missed NXX orders
Calculation – Sum (Completion date - LERG date) ÷ (number of SWBT caused late orders)
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

14.19.119 **Measurement** - Mean Time to Repair
Definition - Average duration of NXX trouble reports from the receipt of the customer trouble report to the time that the trouble report is cleared.
Calculation – Sum (Date and time trouble report is cleared with the customer – date and time trouble report is received) ÷ (number of NXX trouble reports)
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

14.20 Bona Fide Request Process (BFRs)

14.20.120 **Measurement** – Percent Requests Processed within 30 Business Days
Definition – Percent of Bona fide requests processed within 30 business days
Calculation – (Count of number of requests processed within 30 days÷total number of requests) * 100
Report Structure – Reported by CLEC and all CLECs
Benchmark – 90% within 30 business days

14.20.121 **Measurement** – Percent of Quotes Provided for Authorized BFRs Within 45 Business Days

Definition – Percent quotes provided in response to bona fide requests within 30 business days
Calculation – (Count of number of requests processed within 45 days÷total number of requests)* 100
Report Structure – Reported by CLEC and all CLECs
Benchmark – 90% within 45 business days.

15. APPLICABILITY OF OTHER RATES, TERMS, AND CONDITIONS

15.1 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, 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.

APPENDIX POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

Agreement No. _____

MASTER AGREEMENT FOR ACCESS
TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY (SWBT)

This Agreement dated _____, 19__, is made by and between Southwestern Bell Telephone Company ("SWBT") and the undersigned Applicant. As provided in this Agreement, SWBT will provide Applicant nondiscriminatory access, in accordance with the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders, to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT and located in this state.

ARTICLE 1: PARTIES

1.01 Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is a corporation chartered in the State of Missouri. SWBT's principal office is located at 1010 Pine Street, St. Louis, Missouri 63101.

1.02 Applicant. Applicant is a telecommunications carrier or cable television system doing business or operating in this State under the following name(s): Omniplex Communications Group, LLC Applicant maintains offices in this State at the following address: 707 Spirit 40 Park Drive, Suite 120, Chesterfield, MO 63005.

Applicant is more fully described in APPENDIX II ("Identification of Applicant").

ARTICLE 2: PURPOSE OF AGREEMENT

2.01 Primary Purpose of Agreement. The primary purpose of this Agreement is to set forth the rates, terms, conditions, and procedures under which SWBT will provide Applicant access to SWBT's poles, ducts, conduits, and rights-of-way located in this State.

2.02 Applicability. This Agreement applies to all poles, ducts, conduits, and rights-of-way subject to the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Telecommunications Act of 1996, and further amendments.

2.03 Construction in Accordance with Purpose. All provisions of this Agreement shall be construed and applied consistently with the requirements of the Pole Attachment Act and those provisions of the Telecommunications Act of 1996, including but not limited to 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii), which mandate access to SWBT's poles, ducts, conduits, and rights-of-way.

2.04 Uniform Application and Nondiscriminatory Access. In Paragraph 1156 of the First Interconnection Order in CC Docket No. 96-98, the FCC has ordered that "[W]here access is mandated, the rates, terms, and conditions of access must be uniformly applied to all telecommunications carriers and cable operators that have or seek access." In Paragraph 1157 of the First Interconnection Order, the FCC has further stated that except as specifically noted elsewhere in that order, "a utility may not favor itself over other parties with respect to the provision of telecommunications or video programming services." This Agreement has been drafted and shall be construed to effectuate these nondiscriminatory access requirements.

2.05 Effect on Rights and Remedies under Law. This Agreement is intended by the parties to implement, rather than abridge, their respective rights under federal and state law. In the event of an irreconcilable conflict between any provision of this Agreement and any applicable federal or state laws, rules, regulations, or commission orders, the parties' rights and remedies under such laws, rules, regulations, and orders shall take precedence over the terms of this Agreement.

2.06 Additional Negotiations. This Agreement is one of many agreements between SWBT and parties seeking access to SWBT's poles, ducts, conduits, and rights-of-way in this State. Nothing contained in this Agreement shall preclude SWBT from negotiating additional or different terms of access with third parties. Applicant may, at any time, seek amendments to this Agreement to conform to the terms of agreements between SWBT and third parties. In addition, the parties acknowledge that it may be necessary to amend or supersede this Agreement to conform to changes in the law, streamline procedures for granting access, address issues not addressed in this Agreement, and resolve operational concerns arising by virtue of the presence of competing providers of telecommunications and cable television services on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Each party shall, therefore, at the request of the other party, engage in good faith negotiations to supplement, amend or replace this Agreement.

2.07 Relationship to Interconnection Agreement. SWBT has provided Applicant the option of executing this Agreement either as a standalone agreement or as part of the interconnection agreement, if any, between the parties. Applicant's election is reflected in this section, and this Agreement shall be construed in accordance with Applicant's election. If this Agreement has been executed as part of an interconnection agreement, Applicant shall have the additional option of replacing this Agreement at any time with SWBT's then-current Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way.

[ ] This Agreement has been entered into as a standalone Agreement.

[X] This Agreement has been entered into, at Applicant's request, as an Appendix, attachment, or exhibit to an interconnection agreement

between the parties. Except as otherwise specifically stated in this Agreement, the terms of this Agreement, which are specific to poles, ducts, conduits, and rights-of-way, shall apply in the event of conflict between the terms of this Agreement and the general terms and conditions set forth in the interconnection agreement.

2.08 Access Ancillary to Arrangements for Interconnection, Collocation, and Access to Unbundled Network Elements. Nothing contained in this Agreement shall be construed as precluding Applicant from having such additional access to SWBT's poles, ducts, conduits, and rights-of-way as may be necessary to effectuate the terms of other arrangements between Applicant and SWBT relating to interconnection, collocation, and access to unbundled network elements. To the extent that this Agreement does not provide the access required, additional terms of access may be included in any tariff or agreement between the parties establishing arrangements for interconnection, collocation, or access to unbundled network elements.

ARTICLE 3: DEFINITIONS

3.01 Definitions in general. As used in this Agreement, the terms defined in this article shall have the meanings set forth below in Sections 3.02 to 3.48 except as the context otherwise requires.

3.02 Agreement. The term "Agreement" refers to this Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way. The term "Agreement" includes all appendices, attachments, and addenda to this Agreement, including but not limited to addenda, if any, reflecting state-specific requirements or Applicant-specific requirements imposed by interconnection arbitration orders.

3.03 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole.

3.04 Appendix. The capitalized term "APPENDIX" refers to one of the following appendices to this Agreement.

APPENDIX I: Schedule of Rates, Fees, and Charges

APPENDIX II: Identification of Applicant

APPENDIX III: Administrative Forms and Notices

SW-9433: Pole Attachments

SW-9434:	Access Application and Make-Ready Authorization
SW-9435:	Conduit Occupancy
SW-9436A:	Notification of Surrender or Modification of Pole Attachment License by Licensee
SW-9436B:	Notification of Surrender or Modification of Conduit Occupancy License by Applicant
SW-9436C:	Notification of Unauthorized Attachments by Applicant
APPENDIX IV:	Insurance Requirements
APPENDIX V:	Nondisclosure Agreement
APPENDIX VI:	Notices to Applicant
APPENDIX VII:	Notices to SWBT
APPENDIX VIII:	Identification of Utility Liaison Supervisor (ULS)
(Arkansas only) APPENDIX IX:	Environmental Notice (Arkansas)

3.05 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term "assigned" refers to space that is occupied by, or has been designated for occupancy by, either party or by a third party. Except as otherwise specifically provided in this Agreement, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency as provided in Section 15.02 of this Agreement) until the assignment has been released or lapsed. Assignment procedures are described in Section 8.02 of this Agreement.

3.06 Authorized contractor. "Authorized contractors" are contractors selected by Applicant who may, subject to Applicant's direction and control, perform facilities modification or make-ready work which would ordinarily be performed by SWBT or persons acting on SWBT's behalf. As used in this Agreement, the term "authorized contractor" does not refer to contractors performing routine installation, maintenance, or repair work on Applicant's behalf or other contractors who may be selected by Applicant to perform work on Applicant's behalf without SWBT's approval. More specifically, the term "authorized contractor" refers only to those contractors included on a list of contractors mutually approved by Applicant and SWBT to perform one or more of the following tasks within a specified SWBT construction district: (a) installation of those

sections of Applicant's ducts or facilities which connect to SWBT's conduit system as provided in Section 6.08(c); (b) installation of inner duct as provided in Section 10.02(b); (c) excavation work in connection with the removal of retired or inactive (dead) cables as provided in Section 10.02(c); or (d) make-ready work as provided in Sections 10.04 and 10.05. A person or entity approved as an authorized contractor is only an authorized contractor with respect to those tasks for which such person or entity has been approved by both parties and is an authorized contractor only in those SWBT construction districts agreed to by both parties. Designation of an authorized contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an authorized contractor for other purposes, nor shall approval of an authorized contractor by one SWBT construction district constitute approval of such authorized contractor for the area served by a different SWBT construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an authorized contractor shall, for the purposes of that job, be deemed to have been approved by all SWBT construction districts in which the work is to be performed. If, by agreement of the parties or commission order, Applicant has been approved as an authorized contractor, such approval shall be noted by an addendum to this Agreement.

3.07 Available. When used with respect to pole, duct, conduit, and right-of-way space, the term "available" refers to space that is not occupied or assigned. In conduit systems owned or controlled by SWBT, maintenance ducts will not be considered "available" for assignment. All other unassigned ducts, inner ducts, sub-ducts, and partitioned conduits in a conduit system owned or controlled by SWBT will be deemed available for assignment.

3.08 Cables. The term "cable" includes but is not limited to twisted-pair copper, coaxial, and fiber optic cables. Cables are transmissions media which may be attached to our placed in poles, ducts, conduits, and rights-of-way but are not themselves poles, ducts, conduits, or rights-of-way. Nothing contained in this Agreement shall be construed as a grant of access to cables attached to SWBT's poles or placed in SWBT's ducts, conduits, or rights-of-way.

3.09 Conduit. The term "conduit" refers to all SWBT conduits subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, conduits are tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. Except as the context otherwise requires, the term "conduit" refers only to conduit owned or controlled by SWBT, including the re-enterable manholes and handholes used to connect ducts and provide access to cables, wires, and other facilities within the ducts. As used in this Agreement, the term "conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b)

central office vaults, controlled environment vaults, or other SWBT structures (such as huts and cabinets) which branch off from or are connected to SWBT's conduit.

3.10 Conduit occupancy. The term "conduit occupancy" refers to the presence of wire, cable, optical conductors, or other equipment within any part of SWBT's conduit system.

3.11 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Agreement, the term "conduit system" refers only to conduit systems owned or controlled by SWBT and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SWBT structures (such as huts and cabinets) which branch off from or are connected to SWBT's conduit.

3.12 Construction District. The term "construction district" refers to the SWBT organization responsible for outside plant construction in a specified geographic area. The term "construction district" connotes responsibility for handling a function and not to the official name of the organization responsible for outside plant construction matters.

3.13 Cost/Cost-based. The terms "cost" and "costs" refer to costs determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. The term "cost-based" refers to rates, fees, and other charges which are based on costs and determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders.

3.14 Duct. The term "duct" refers to all SWBT ducts subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, a "duct" is a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Agreement, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels. Except as the context otherwise requires, the term "duct" refers only to ducts owned or controlled by SWBT and space within those ducts and does not include cables and other telecommunications equipment located within such ducts.

3.15 Facilities. The terms "facility" and "facilities" refer to any property, equipment, or items owned or controlled by any person or entity.

3.16 FCC. The acronym "FCC" refers to the Federal Communications Commission.

3.17 First Interconnection Order. The term "First Interconnection Order" refers to the First Report and Order adopted by the FCC on September 1, 1996, and released on September 8, 1996, in CC Docket No. 96-98, In the Matter of Implementation of the

Local Competition Provisions in the Telecommunications Act of 1996 and CC Docket No. 95-185, In the Matter of Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers. Access to poles, ducts, conduits, and rights-of-way is addressed in the First Interconnection Order in Paragraphs 1119-1240.

3.18 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Agreement, the term "handhole" refers only to handholes which are part of SWBT's conduit system and does not refer to handholes which provide access to buried cables not housed within SWBT ducts or conduits. As used in this Agreement, the term "handhole" refers only to handhole structures owned or controlled by SWBT and does not include cables and other telecommunications equipment located within handhole structures.

3.19 Hazardous substances. The term "hazardous substances" refers to hazardous and toxic substances, waste, pollutants, contaminants, and materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601(14), as amended, and other federal, state, and local health, safety, and environmental laws, ordinances, statutes, rules, and regulations applicable to sites subject to this Agreement, including but not limited to the Occupational Safety and Health Act ("OSHA"). In general, the term "hazardous substances" refers to any substance the presence, use, transport, abandonment or disposal of which (a) requires investigation, remediation, compensation, fine, or penalty under health, safety, and environmental laws, ordinances, statutes, rules, and regulations applicable to sites subject to this Agreement or (b) poses risks to human health, safety, or the environment and is regulated under any such laws, ordinances, statutes, rules, and regulations. For the purposes of this Agreement, the term "hazardous substances" shall also include petroleum, natural gas, and other combustible or noxious liquids, gases, or solids which may accumulate at sites subject to this Agreement.

3.20 Interconnection agreement. The term "interconnection agreement" refers to the interconnection agreement, if any, to which this Agreement has been made an appendix, attachment, or exhibit, or, as the context may require, any other interconnection agreement between the parties.

3.21 Jacket. The term "jacket" refers to a single enclosed outer covering containing communications wires, fibers, or other communications media. As used in this Agreement, the term "jacket" refers to the outermost sheath or jacket of a cable.

3.22 Joint user. The term "joint user" refers to any person or entity which has entered or may enter into an agreement or arrangement with SWBT permitting it to attach its facilities to SWBT's poles or place its facilities in SWBT's ducts, conduits, or rights-of-way.

3.23 License. The term "license" refers to a written instrument confirming that SWBT has granted the application of Applicant or a third party for access to pole, duct, conduit, or right-of-way space and that, based on Applicant's or such third party's representations (and SWBT's field inspection, if any), it appears that no further facilities modification, capacity expansion or make-ready work by SWBT is required before facilities described in the application are installed in the space requested. The term "license" refers to licenses issued by SWBT pursuant to this Agreement and may, if the context requires, refer to licenses issued by SWBT before the date of this Agreement. The parties' use of the term "license" in this Agreement shall not be construed as conferring authority or discretion on SWBT's part to deny access to Applicant in any manner inconsistent with the requirements of the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders.

3.24 Local service provider ("LSP"). The terms "local service provider" and "LSP" refer only to telecommunications carriers authorized by applicable federal and state laws and regulations to provide local exchange service. As used in this Agreement, these terms include SWBT.

3.25 Maintenance duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) which may be used, on a short-term basis, for maintenance, repair, or emergency restoration activities. Maintenance ducts will be available, on a nondiscriminatory basis, to all persons and entities (including SWBT, Applicant, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located for (a) short-term emergency repairs as provided in Article 15 of this Agreement and (b) short-term non-emergency maintenance or repair activities as provided in Articles 12 and 13 of this Agreement. No more than one full-sized duct within any given conduit section will be designated by SWBT as the maintenance duct. In those locations where, on the effective date of this Agreement, there is not a full-sized duct available to be used as a maintenance duct, SWBT will designate an inner duct, if one is available, as the maintenance duct although such inner duct may be too small to accommodate some of the cables occupying the conduit section in which such inner duct is located. The term "maintenance duct" does not include ducts and conduits extending from a SWBT manhole to customer premises. Maintenance ducts will not be considered "available" (as defined in Section 3.07) for assignment to SWBT, Applicant, or joint users for purposes other than short-term uses contemplated in this section; provided, however, that SWBT may assign the duct currently designated as a maintenance duct if another suitable full-sized duct will be made available to serve as a replacement maintenance duct and may assign an inner duct currently designated as a maintenance duct if another inner duct will be made available to serve as a replacement maintenance duct. Maintenance duct designations may change from time to time and may or may not be reflected in SWBT's outside plant records. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

3.26 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare SWBT's poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Applicant's facilities. Make-ready work does not include the actual installation of Applicant's facilities. "Make-ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), and rearranging, transferring, replacing, and removing existing facilities on a pole or in a conduit system where such work is required to accommodate Applicant's facilities (as contrasted with work performed on SWBT's behalf in furtherance of SWBT's own business needs or convenience). "Make-ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of SWBT's facilities (including, but not limited to, poles, ducts, conduits, handholes, and manholes), consolidating services into fewer cables, or the performance of other work required to make a pole, anchor, duct, conduit, manhole, handhole, or right-of-way usable for the initial placement of Applicant's facilities. As used in this Agreement, the term "make-ready work" also includes associated planning and engineering work required to confirm or determine the extent of make-ready work required and to plan make-ready projects.

3.27 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron, cast aluminum, steel, or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of SWBT's conduit system. As used in this Agreement, the term "manhole" refers only to manhole structures owned or controlled by SWBT and does not include cables and other telecommunications equipment located within manhole structures.

3.28 Occupancy. The term "occupancy" refers to the presence of cables or other facilities on a pole, in a duct or conduit, or within a right-of-way.

3.29 Overlashing. The term "overlashing" refers to the practice of placing an additional cable or inner duct by lashing such cable or inner duct with spinning wire over an existing cable and strand.

3.30 Person acting on Applicant's behalf. The terms "person acting on Applicant's behalf," "personnel performing work on Applicant's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on Applicant's behalf," "personnel performing work on Applicant's behalf," and similar terms specifically include, but are not limited to, Applicant, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Applicant and their respective officers, directors, employees, agents, and representatives. An authorized contractor