provided, however, ILEC does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on the HFPL that do not interfere with analog voice band transmission.

3.2 ILEC shall not deny CLEC's request to deploy any xDSL technology over the HFPL that is presumed acceptable for deployment pursuant to state or federal rules unless ILEC has demonstrated to the state commission in accordance with FCC orders that CLEC's deployment of the specific technology will significantly degrade the performance of other advanced services or traditional voice band services.

3.3 In the event the CLEC wishes to introduce a technology on the HFPL that has been successfully deployed by any carrier elsewhere but not otherwise approved by an industry standards body, the Federal Communications Commission or any state commission, the CLEC will provide documentation describing that action to ILEC and the state commission before or at the time of its request to deploy such technology within ILEC.

3.4 In the event the CLEC wishes to introduce a technology on the HFPL that is not presumed acceptable for deployment pursuant to federal or state rules, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptablity and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

3.5 Liability

3.5.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC or ILEC, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on ILEC facilities, the Party ("Indemnifying Party") will pay all direct costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

3.5.2 Where CLEC or ILEC claims that a deployed service is significantly degrading the performance of its advanced service or traditional voiceband services, that carrier must notify the deploying carrier and allow the deploying carrier a reasonable opportunity to correct the problem. Where the carrier whose services are being degraded does not know the precise cause of the degradation, it must notify each carrier that may have caused or contributed to the degradation.

(a) Where the degradation asserted remains unresolved by the deploying carrier(s) after a reasonable opportunity to correct the problem, the carrier whose services are being degraded must establish before the relevant state

5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING[1]

6.1 General: ILEC will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in ILEC's Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that ILEC is providing any other CLEC and/or ILEC's retail operations or its advanced services affiliate.

6.2 Loop Pre-Qualification: Subject to 6.1 above, ILEC's interim pre-qual will provide a near-real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, ILEC will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.

6.3 Loop Qualification: Subject to 6.1 above, ILEC will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as ILEC's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.

6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in ILEC's Plan of Record when such information is contained in ILECs electronic databases. CLEC will be

[1] These terms and conditions are unique to SWBT. Parties to Interconnection Agreements with GTE shall use the applicable Interconnection Agreement language or other mutually agreed upon language for OSS systems.

billed a mechanized loop qualification charge for each xDSL capable loop ordered at the rates set forth in Appendix 25:xDSL.

6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix 25:xDSL.

6.3.3 Detailed manual loop qualification includes all fields as described in ILEC's Plan of Record, including the fields described in fields 6.3.2 above. CLEC will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix 25:xDSL.

6.4 All three categories of loop qualification are subject to the following:

6.4.1 If load coils, repeaters, or excessive bridged tap are present on a loop, ILEC will, upon CLEC request, perform , conditioning to remove these interferors and the CLEC will be charged as outlined in Attachment 25: xDSL.

6.4.2 If a CLEC elects to have ILEC provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to ILEC's affiliate, whichever is less.

6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that ILEC perform conditioning at charges set forth in Appendix 25: xDSL. The CLEC may order the loop without conditioning or with partial conditioning if desired.

6.4.4 For HFPL, if CLEC's requested conditioning violates Carrier Serving Area (CSA) or Serving Area Concept (SAC) design standards, ILEC is not required to condition the loop. If ILEC and or its affiliate contends that conditioning or deconditioning a loop will interfere with the voice grade service on the loop, then ILEC: (a) if CLEC disputes ILEC's contention, then, ILEC has the burden of establishing its position before the Missouri Public Service Commission, (b) may not provide xDSL services across the loop in question; and (c) at the request of the CLEC will, whenever possible, transfer the end-user's voice service to a loop that is capable of

supporting the CLEC's xDSL technology across the high frequency network element.

7. PROVISIONING

7.1 Provisioning: ILEC will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will assure guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by ILEC beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates or as stated in the Interconnection Agreement. On loops where CLECs have requested that no conditioning be performed, ILEC's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, ILEC will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. Upon CLEC request, ILEC will remove load coils, repeaters, and excessive bridged tap and the CLEC will be charged as outlined in Attachment 25: xDSL.

7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning ILEC is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Interconnection Agreement. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.

7.3 The provisioning intervals are applicable to the HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

7.3.1 The interim provisioning and installation interval for HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL), on orders for 1-20 loops per order or per end-user location, will be three (3) business days, or the provisioning and installation interval applicable to ILEC's tariffed xDSL-based services, or its affiliate's, whichever is less.

7.3.2 The interim provisioning and installation intervals for the HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to ILEC's tariffed xDSL-based services or to its affiliate's

xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon the CLEC customer's release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

7.3.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

7.3.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.

7.3.5 Subsequent to the initial order for the HFPL, additional conditioning may be requested on such loop(s) at the rates set forth in the Interconnection Agreement and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending HFPL order(s), no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

7.4 The CLEC, at is sole option, may request shielded cross-connects for central office wiring for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable Loop or HFPL provided for herein at the rates set forth in Attachment 25: xDSL.

7.5 None of the provisioning intervals in which ILEC provide tie cables necessary for the collocation of splitters may exceed 30 calendar days of receipt of a CLEC's application.

8. MAINTENANCE /SERVICE ASSURANCE

8.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

8.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband,

or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, ILEC shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, ILEC shall notify the end user and CLEC for advance permission any time ILEC repair effort has the potential of affecting service on the broadband portion of the loop.

8.3 ILEC will offer a 24-hour clearing time on trouble reports referred by the CLEC and proven to be in the wiring or physically tested and found to be in the loop. If ILEC isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by the CLEC data equipment or splitter, ILEC will attempt to notify the CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). The CLEC will allow the end user the option of restoring the POTs service if the end user is not satisfied with the repair interval provided by the CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or ILEC (or if the CLEC has failed to restore service within 24 hours), either Party will notify the other and provide contact names prior to ILEC cutting around the POTS Splitter/DSLAM equipment to restore POTS. When the CLEC resolves the trouble condition in its equipment, the CLEC will contact ILEC to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in the CLEC equipment, ILEC will charge the CLEC upon closing the trouble ticket.

8.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, ILEC's maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, ILEC will verify continuing, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

8.5 Any CLEC testing of the retail-POTS service must be non-intrusive unless utilizing Mechanized Loop Testing (MLT). Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing an MLT test or so note such information on the CLEC's trouble documentation for non-mechanized tests.

8.6 The CLEC shall not rearrange of modify the retail-POTS within its equipment in any way beyond the original HFPL service without coordination with ILEC.

9. SPECTRUM MANAGEMENT

9.1 Spectrum management for HFPL shall be provided under the same terms and conditions as set forth in the underlying xDSL Agreement.

10. PRICING

10.1 ILEC and CLEC agree to the following interim prices for access to the Line-Sharing UNE. Any element necessary for interconnection that is not identified below is priced as currently set forth in the Interconnection Agreement between the parties, pursuant to the interim award. The interim prices listed below will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates in Case No. TO-2001-440 or another appropriate case established by the Missouri Public Service Commission to investigate the permanent rates, terms and conditions for Line Sharing. The interim prices set forth below are subject to true up to the permanent Line Sharing rates established by the Missouri Public Service Commission in Case No. TO-2001-440 or another appropriate case. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent rates. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent Line Sharing rates, but shall not include any period prior to the effective date of this agreement with CLEC.

Element	Interim Price
Shared Line (HFPL) Recurring	$0
ILEC Splitter, Recurring	$0.89
OSS Recovery Charge	$0.61

Pricing for loop conditioning will be as outlined in Attachment 25: xDSL. A non-recurring conditioning charge shall apply to each HFPL loop or subloop ordered as set forth in Attachment 25: xDSL along with charges for any conditioning requested by CLEC.

11. RESERVATION OF RIGHTS

11.1 CLEC and ILEC enter into this interim Appendix to allow CLEC to order HFPL during the initial deployment phase. CLEC and ILEC enter into this interim Appendix without waiving current or future relevant legal rights and without

prejudicing any position CLEC or ILEC may take on relevant issues before industry forums, state or federal regulatory or legislative bodies or courts of competent jurisdiction.

11.2 The Parties acknowledge and agree that the provision of the HFPL and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7,1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in the underlying Interconnection Agreement.

M2A Optional Line Splitting Amendment – Appendix to Attachment 25: xDSL

1. LINE SPLITTING

The parties acknowledge and agree that when the Texas Public Utility Commission approves contract language regarding line splitting in the SWBT v. AT&T arbitration, Texas PUC Docket No. 22315, or any successor docket, SWBT will provide line splitting to CLEC in Missouri on an interim basis pursuant to those same terms, conditions and rates, without the need for amending this Agreement. The availability of line splitting in Missouri at the rates set in the Texas arbitration will be interim, subject to true-up, pending the outcome of Case No. TO-2001-440 or any other proceeding opened by the Missouri Public Service Commission to investigate the permanent rates, terms and conditions for Line Splitting. Upon the effective date of an order of the Missouri Public Service Commission establishing permanent rates, terms and conditions, those permanent rates, terms and conditions will replace the interim rates, terms and conditions from Texas. The interim rates from Texas are subject to true up to the permanent Line Splitting rates to be established by the Missouri Public Service Commission. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent rates. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent Line Splitting rates, but shall not include any period prior to the effective date of this agreement with CLEC.

ATTACHMENT 26: LEGITIMATELY RELATED PROVISIONS

The parties expressly agree not to challenge that the following sections of the Missouri 271 Agreement are "legitimately related" for the purpose of Section 252(i) of the Federal Telecommunication Act of 1996. The Agreement is expressly limited to the item(s) or section(s) into which CLEC MFNs under Section 252(i). For example, if CLEC wants to MFN into only the Performance Measures section, SWBT and CLEC would be agreeing not to challenge that the Performance Measures Attachment 17, including the performance remedy plan, is "legitimately related" to the General Terms and Conditions specified below and to this Attachment 26. There would be no agreement as to any of the other named sections.

The following Sections from the General Terms and Conditions (GT&C) are "legitimately related" to each and every item(s) and section(s) of the Missouri 271 Agreement: GT&C §§ 2.1, 4.1, 4.1.1, 4.1.2, 4.2, 4.2.1, 18.1, 18.2, 18.3, 31.1, and 43.1. Section 7.1.1 of the General Terms and Conditions also is legitimately related to Attachment 25. This Attachment 26 is "legitimately related" to each and every item(s) and section(s) of the Missouri 271 Agreement. The prices as set forth in Appendix Pricing UNE Schedule of Prices are "legitimately related" to each and every item(s) and section(s) of the Missouri 271 Agreement to which they apply.

ITEM REQUESTED	"LEGITIMATELY RELATED PROVISIONS"	
UNEs	Attachments 6-10 & Appendices	GT&C specified above & Attachment 26
Resale	Attachments 1-5 & Appendices	GT&C specified above, and applicable prices & Attachment 26
Interconnection	Attachment 11 & Appendices	GT&C specified above, and applicable prices & Attachment 26
Reciprocal Compensation	Attachment 12 & Appendix	GT&C specified above, and applicable prices & Attachment 26
Performance Measures	Attachment 17, including Performance Remedy Plan and Appendices	GT&C specified above & Attachment 26
DSL	Attachment 25	GT&C specified above, and applicable prices & Attachment 26
Ancillary Functions	Attachment 13 and Appendices	GT&C specified above, and applicable prices & Attachment 26
Number Portability	Attachment 14 and Appendix	GT&C specified above, and applicable prices & Attachment 26
E 911	Attachment 15	GT&C specified above, and applicable prices & Attachment 26
Network Security & Law Enforcement	Attachment 16	GT&C specified above, and applicable prices & Attachment 26
Mutual Exchange of Directory Listing Information	Attachment 18	GT&C specified above, and applicable prices & Attachment 26
White Pages – Other	Attachment 19	GT&C specified above, and applicable prices & Attachment 26
Clearinghouse	Attachment 20	GT&C specified above, and applicable prices & Attachment 26
Numbering	Attachment 21	GT&C specified above, and applicable prices & Attachment 26
DA – Facilities Based	Attachment 22	GT&C specified above, and applicable prices & Attachment 26
OS – Facilities Based	Attachment 23	GT&C specified above, and applicable prices & Attachment 26
Recording – Facilities Based	Attachment 24 and Appendices	GT&C specified above, and applicable prices & Attachment 26

101 Measurement
Percent Out of Service < 60 minutes
Definition
The Number of LNP related conversions where the time required to facilitate the activation of the port in SWBT's network is less than 60, expressed as a percentage of total number of activations that took place.
Exclusions
• CLEC-caused errors. • NPAC-caused errors unless caused by SWBT. • Stand Alone LNP Orders with more than 500 number activations.
Business Rules
The Start time is the receipt of the NPAC broadcast activation message in SWBT's LSMS. The End time is when the Provisioning event is successfully completed in SWBT's network as reflected in SWBT's LSMS. Count the number of activations that took place in less than 60 minutes.
Levels of Disaggregation
• None

Calculation	Report Structure
(Number of activations provisioned in less than 60minutes) ÷ (total LNP activations)* 100.	Reported by CLEC and all CLECs.

Measurement Type
Tier 1 – High Tier 2 – High
Benchmark
96.5% Critical z-value does not apply.

911

102 - Measurement
Average Time To Clear Errors
Definition:
The average time it takes to clear an error after it is detected during the processing of the 911 database file. This is only on resale or UNE loop and port combination orders that SWBT installs.
Exclusions:
None
Business Rules:
The clock starts upon the receipt of the error file and the clock stops when the error is corrected.
Levels of Disaggregation:
None

Calculation:	Report Structure:
Σ(Date and time error detected – date and time error cleared) ÷ total number of errors	Reported for CLEC, all CLECs and SWBT.

Measurement Type:
Tier 1 – Low Tier 2 – None
Benchmark:
Parity

103 Measurement
Percent Accuracy for 911 Database Updates (Facility Based Providers)
Definition:
The percentage of 911 records that were updated by SWBT in error.
Exclusions:
CLEC caused errors.
Business Rules:
The data required to calculate this measurement will be provided by the CLEC based on the compare file. The CLEC will provide the number of records transmitted and the errors found. SWBT will verify the records determined to be in error to validate that the records were input by SWBT incorrectly. An update is completed without error if the database completely and accurately reflects the activity specified on the order submitted by the CLEC.
Levels of Disaggregation:
None

Calculation:	Report Structure:
(Number of SWBT caused update errors ÷ Total number of updates) * 100	CLEC, All CLECs and SWBT.

Measurement Type:
Tier 1 – Low Tier 2 – None
Benchmark:
Parity

104 Measurement
Average Time Required to Update 911 Database (Facility Based Providers)
Definition:
The average time it takes to update the 911 database file.
Exclusions:
None
Business Rules:
The clock starts on the date/time when the data processing starts and the clock stops on the date/time when the data processing is complete.
Levels of Disaggregation:
None

Calculation:	Report Structure:
Σ(Date and time data processing begins – date and time data processing ends) ÷ total number of files	Reported for individual CLEC, all CLECs and SWBT.

Measurement Type:
Tier 1 – Low Tier 2 – None
Benchmark:
Parity

104-1 Measurement (New Measure)	
The average time it takes to unlock the 911 record	
Definition:	
The average time it takes to unlock the 911 record to allow the record to be claimed by the CLEC.	
Exclusions:	
None	
Business Rules:	
The clock starts on the date of completion and the clock stops on the date/time when the 911 record is unlocked.	
Levels of Disaggregation:	
None	
Calculation:	**Report Structure:**
Sum (SOC Date - date 911 record is unlocked)	Reported for individual CLEC, and all CLECs and SWBT affiliates
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

POLES, CONDUIT AND RIGHTS OF WAY

105 Measurement
Percentage of requests processed within 35 Days
Definition:
The percentage of requests for access to poles, conduits, and right-of-ways processed within 35 days.
Exclusions:
None
Business Rules:
The clock starts upon the receipt date of the application for access to poles, conduits and right-of-ways and the clock stops upon response date of the application granting or denying access to poles, conduits and right-of-ways.
Levels of Disaggregation:
None

Calculation:	Report Structure:
(count of number of requests processed within 35 days ÷ total number of requests) * 100	Reported for individual CLEC and all CLECs, and SWB DSL affiliate.

Measurement Type:
Tier 1 – Low Tier 2 – None
Benchmark:
90% within 35 days. Critical z-value does not apply.

106 Measurement
Average Days Required to Process a Request
Definition:
The average time it takes to process a request for access to poles, conduits, and right-of-ways.
Exclusions:
None
Business Rules:
See Measurement No. 105
Levels of Disaggregation:
None

Calculation:	Report Structure:
Σ(Date request returned to CLEC – date request received from CLEC) ÷ total number of requests	Reported for individual CLEC and all CLECs, and SWB DSL Affiliate.

Measurement Type:
Tier 1 – None Tier 2 – None
Benchmark:
See Measurement No. 105. Benchmark will be 14 days.

Measurement:
Percentage Missed Collocation Due Dates
Definition:
The percentage of SWBT caused missed due dates for collocation projects
Exclusions:
None
Business Rules:
The clock starts when SWBT receives, in compliance with the approved tariff, payment and return of proposed layout for space as specified in the application form from the CLEC and the clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy. The CLEC will then have 5 business days to accept or not accept the collocation space. If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies SWBT of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for SWBT to complete the space per the specifications will be counted as part of the interval. Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by SWBT and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. The extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to: • CLEC return to SWBT corrected and complete floor plan drawings. • CLEC placement of required component(s). If the business rules and tariff are inconsistent, the terms of the tariff will apply.
Levels of Disaggregation:
Physical • Caged • Shared Caged • Caged Common • Cageless • Adjacent On-site • Adjacent Off-site • Augments to Physical Collocation • Virtual • Augments to Virtual.

Calculation:	Report Structure:
(count of number of SWBT caused missed due dates for collocation facilities ÷ total number of collocation projects) * 100	Reported for individual CLEC and all CLECs and SWB affiliate

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

108 Measurement
Average Delay Days for SWBT Missed Due Dates
Definition
The average delay days caused by SWBT to complete collocation facilities.
Exclusions
None
Business Rules
See Measurement No. 107
Level of Disaggregation
Physical, • Caged • Shared Caged • Caged Common • Cageless • Adjacent On-site • Adjacent Off-site • Augments to Physical Collocation Virtual • Augments to Virtual.

Calculation	Reporting Structure
Σ(Date collocation work completed – collocation due date) ÷ total number of SWBT caused missed collocation projects	Reported for individual CLEC and all CLECs by active and non-active as defined in the tariff, and SWB affiliate as appropriate.

Measurement Type
Tier 1 – Low Tier 2 – None
Benchmark
10% of the tariffed intervals. Critical z-value does not apply.

109 Measurement
Percent of Requests Processed Within the Tariffed Timelines
Definition
The percent of requests for collocation facilities processed within the Tariffed timelines, or no space available notification.
Exclusions
Excludes Weekends & Holidays.
Business Rules
The clock starts when SWBT (ICSC) receives the application. The clock stops when SWBT responds back to the application request with a quote, or no space available notification.
Levels of Disaggregation
Physical, • Caged • Shared Caged • Caged Common • Cageless • Adjacent On-site • Adjacent Off-site • Augments to Physical Collocation • Virtual • Augments to Virtual.

Calculation	Report Structure
(count of number of requests processed within the tariff timeline ÷ total number of requests) * 100	Reported for individual CLEC and all CLECs, or SWB affiliate as appropriate.

Measurement Type
Tier 1 – Low Tier 2 – None
Benchmark
90% within the tariff timeline. Critical z-value does not apply.

DIRECTORY ASSISTANCE DATABASE

110 Measurement
Percentage of Updates Completed into the DA Database within 72 Hours for Facility Based CLECs
Definition:
The percentage of DA database updates completed within 72 hours of receipt of the update from the CLEC for directory change only and within 72 hours of the completion date on the provisioning service order where a provisioning order is required.
Exclusions:
Excludes Weekends and Holidays.
The date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. For directory changes that also have a provisioning order, the clock starts when the provisioning order completes and ends when the listing is updated. The update clerks work hours are 6:30 a.m. to 3:00 p.m. Monday through Friday. On requests received after 3:00 p.m. the clock will start at 6:30 a.m. the following day.
Levels of Disaggregation:
None

Calculation:	Report Structure:
(Count of updates completed within 72 hours ÷ total updates) * 100	Reported by CLEC and all CLECs for facility based providers.

Measurement Type:
Tier 1 – Low Tier 2 – None
Benchmark:
95% updated within 72 hours. Critical z-value does not apply.

111 Measurement
Average Update Interval for DA Database for Facility Based CLECs
Definition:
The average update interval for DA database changes for facility based CLECs.
Exclusions:
None
Business Rules:
See Measurement No. 110
Levels of Disaggregation:
None

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

Measurement Type:
Tier 1 – Low Tier 2 – None
Benchmark:
36 Hours. The critical z-test does apply. This benchmark will be re-evaluated in 6 months.

112 Measurement
Percentage DA Database Accuracy For Manual Updates
Definition
The percentage of DA records that were updated by SWBT in error. The data required to calculate this measurement will be provided by the CLEC. The CLEC will provide the number of records transmitted and the errors found. SWBT will verify the records determined to be in error to validate that the records were input by SWBT incorrectly.
Exclusions
None
Business Rules
See Measurement No. 110
Levels of Disaggregation
None

Calculation	Report Structure
(Number of SWBT caused update errors ÷ Total number of updates) *100	Reported by CLEC and all CLECs for facility based providers.

Measurement Type
Tier 1 – Low Tier 2 – None
Benchmark
97% Critical z-value does not apply.

113. Measurement
Percentage of Electronic Updates that Flow Through the DSR process Without Manual Intervention
Definition:
Percentage of DSRs from entry to distribution that progress through SWBT ordering systems to ALPS/LIRA.
Exclusions:
Rejected DSRs due to CLEC error.
Business Rules:
The number of DSRs, that flow through SWBT's ordering systems and are passed to ALPS/LIRA without manual intervention, divided by the total number of DSRs issued within the reporting period.
Levels of Disaggregation:
None

Calculation:	Report Structure:
(Number of DSRs that flow through to ALPS/LIRA ÷ Total DSRs) * 100	CLEC and All CLECs.

Measurement Type:
Tier 1 – Low Tier 2 – None
Benchmark:
97% Critical z-value applies.

COORDINATED CONVERSIONS

114. Measurement
Percentage of Premature Disconnects for CHC/FDT LNP with Loop Lines.
Definition:
Percentage of CHC/FDT LNP with Loop Lines where SWBT disconnects the customer (e.g. switch translations and/or the cross connect is removed) prior to the scheduled start time.
Exclusions:
• CHC/FDT LNP with Loop Lines where the CLEC requests that the cut-over begin prior to the scheduled time. • Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time
Business Rules:
A premature disconnect occurs any time SWBT begins the cut-over more than 10 minutes prior to the scheduled start time.
Levels of Disaggregation:
• Coordinated Hot Cuts (CHC) – LNP with Loop • Frame Due Time (FDT) – LNP with Loop

Calculation:	Report Structure:
(Count of prematurely disconnected CHC/FDT LNP with Loop Lines ÷ total CHC/FDT LNP with Loop Lines) * 100	Reported by CLEC and all CLECs.

Measurement Type:
Tier 1 – High Tier 2 – High
Benchmark:
≤2% premature disconnects Critical z-value does not apply.

14.1 Measurement (Complete Revision)
CHC/FDT LNP with Loop Provisioning Interval.
Definition:
The % of CHC/FDT LNP with Loop Lines completed by SWBT within the established provisioning intervals.
Exclusions:
• CHC/FDT LNP with Loop with greater than 24 loops (including multiple LSRs totaling 25 or more lines to the same customer premise on the due date). • CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow SWBT the opportunity to complete CHC/FDT LNP with Loop within the designated interval. • IDLC (pair gain systems) identified on or before the due date.
Business Rules:
The start time is at the direction of the CLEC and based on a negotiated and scheduled time for coordinated hot cut orders (CHC) and on the frame due time for frame due time (FDT). For CHC orders, the clock starts when the CLEC calls the SWBT LOC to start the conversion, and ends when the SWBT technician completes the cross connect to the CLEC facilities and has called the CLEC to notify that the cut-over has been completed. For FDT orders, the clock starts at the frame due time and ends when the SWBT technician completes the cross connect to the CLEC facilities. This measurement only includes Coordinated Hot Cuts and Frame Due Time with 1-24 loops. A conversion with 25 or more lines (including multiple orders totaling 25 or more lines to the same customer premise on the same due date) is considered a project and is negotiated with the CLEC at the time of conversion.
Levels of Disaggregation:
CHC LNP with loop • < 10 lines • 10-24 lines FDT LNP with loop • < 10 lines • 10-24 lines

Calculation:	Report Structure:
Total CHC/FDT LNP with Loop Lines within the designated interval ÷ total CHC/FDT LNP with Loop lines.	Reported by CLEC and all CLECs.

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

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

115.1 Measurement (New Measure)	
Mean Time To Restore – Provisioning Trouble Report (PTR)	
Definition:	
Average duration of the outage from the receipt of the PTR to the time it is cleared.	
Exclusions:	
• Excludes Non-measured reports (CPE, Interexchange, and Information reports.) • Excludes no access to the end user's location.	
Business Rules:	
The start time is when the report is received. The stop time is when the report is cleared.	
Levels of Disaggregation:	
• CHC and EDT	
Calculation:	**Report Structure:**
Σ[(Date and time PTR is closed with the customer) - (date and time PTR is received)] ÷ total PTRs.	Reported by CLEC, all CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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

11.2 Measurement
Percent NXXs loaded and tested by the LERG effective date
Definition:
Measures the percent of NXX(s) loaded and tested in the end office and/or tandem switches by the LERG effective date
Exclusions:
• None
Business Rules:
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s) where an appropriate point of interconnection was not established prior to the LERG effective date. Data for additional NXXs in the local calling area will be based on the LERG effective date.
Levels of Disaggregation:
• By Market Region

Calculation:	Report Structure:
(Total count of NXXs loaded and tested by LERG date, or interconnection date ÷ total NXXs loaded and tested) * 100	Reported by CLEC, all CLECs and SWBT.

Measurement Type:
Tier 1 – High Tier 2 – High
Benchmark:
Parity

118 Measurement:	
Average Delay Days for NXX Loading and Testing	
Definition:	
Average calendar days from due date to completion date on company missed NXX orders.	
Exclusions:	
• None	
Business Rules:	
See Measurement No. 117	
Levels of Disaggregation:	
• By Market Region	
Calculation:	**Report Structure:**
Σ(Completion Date – LERG date or interconnection date) ÷ (number of SWBT caused late orders)	Reported for CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
Parity	