

PM 90 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

LOCAL NUMBER PORTABILITY (LNP)

91. Measurement:	
Percentage of LNP Only Due Dates within Industry Guidelines	
Definition:	
Percentage of LNP Due Date interval that meets the industry standard established by the North American Numbering Council (NANC).	
Exclusions:	
<ul style="list-style-type: none"> • CLEC or Customer caused or requested delays. • NPAC caused delays unless caused by SWBT. 	
Business Rules:	
<p>Industry guidelines for due dates for LNP are as follows:</p> <ul style="list-style-type: none"> • For Offices in which NXXs are previously opened – 3 Business Days. • New NXX – 5 Business days on LNP capable NXX. <p>The above-noted due dates are from the date of the FOC receipt.</p> <p>For partial LNP conversions that require restructuring of customer account:</p> <ul style="list-style-type: none"> • 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new. • >30 TNs, including entire NXX: The due dates are negotiated. 	
Levels of Disaggregation:	
NXXs previously opened and NXX new (1-30 TNs and greater than 30 TNs)	
Calculation:	Report Structure:
(Count of LNP TNs implemented within Industry guidelines ÷ total number of LNP TNs) *100	Reported by CLEC and all CLECs.
Measurement Type:	
<p>Tier 1 – None</p> <p>Tier 2 – None</p>	
Benchmark:	
96.5%. The benchmark will be revised either up or down if industry guidelines are established that are different than the objective stated here. Critical z-value does not apply.	

92. Measurement:	
Percentage of Time the Old Service Provider Releases the Subscription Prior to the Expiration of the Second 9 Hour (T2) Timer	
Definition:	
Percentage of time the old service provider releases subscription(s) to NPAC within the first (T1) or the second (T2) 9-hour timers.	
Exclusions:	
<ul style="list-style-type: none"> • Customer caused or requested delays. • NPAC caused delays unless caused by SWBT. • Cases where SWBT did the release but the New Service Provider did not respond prior to the expiration of the T2 timer. This sequence of events causes the NPAC to send a cancel of SWBT's release request. In these cases, SWBT may have to re-work to release the TN so it can be ported to meet the due date. 	
Business Rules:	
Number of LNP TNs for which subscription to NPAC was released prior to the expiration of the second 9-hour (T2) timer.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(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	Reported by CLEC and all CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
96.5%. The benchmark will be revised either up or down if industry guidelines are established that are different than the objective stated here. Critical z-value does not apply.	

93. Measurement:	
Percentage of Customer Account Restructured Prior to LNP Due Date	
Definition:	
Percentage of accounts restructured within the LNP order due date established in Measurement No. 91, and/or negotiated due date for orders that contain more than 30 TNs.	
Exclusions:	
None	
Business Rules:	
See Measurement No. 91	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(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	Reported by CLEC and all CLECs.
Measurement Type	
Tier 1 – Low Tier 2 – None	
Benchmark:	
96.5% Critical z-value applies.	

PM 94 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 95 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

96. Measurement:	
Percentage Pre-mature Disconnects for Stand alone LNP Orders	
Definition:	
Percentage of Stand Alone LNP telephone numbers where SWBT disconnects the customer (e.g. switch translations are removed) prior to the scheduled start time.	
Exclusions:	
<ul style="list-style-type: none"> Stand alone LNP telephone numbers 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 Stand alone LNP telephone numbers where SWBT disconnects ≤ 10 minutes of the scheduled start time 	
Business Rules:	
A premature disconnect occurs any time SWBT begins the cut-over more that 10 minutes prior to the scheduled start time.	
Levels of Disaggregation:	
None.	
Calculation:	Report Structure:
Count of prematurely disconnected Stand Alone LNP telephone numbers \div total Stand Alone LNP telephone numbers * 100	Reported by CLEC and all CLECs
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
$\leq 2\%$ premature disconnects. Critical z-value applies.	

97. Measurement:	
Percentage of Time SWBT Applies the 10-digit Trigger Prior to the LNP Order Due Date	
Definition:	
Percentage of time SWBT applies 10-digit trigger, where technically feasible, for LNP or LNP with loop TNs prior to the due date.	
Exclusions:	
<ul style="list-style-type: none"> Excludes Remote Call Forwarding in DMS 100s, DID in all offices and ISDN Data TNs.” Excludes CLEC or Customer caused misses or delays 	
Business Rules:	
Obtain number of LNP or LNP with loop TNs where the 10-digit trigger was applied on the day prior to due date, and the total number of LNP or LNP with Loop TNs where the 10-digit trigger was applied, where technically feasible.	
Levels of Disaggregation:	
LNP only, and LNP with Loop.	
Calculation:	Report Structure:
(Count of LNP TNs for which 10-digit trigger was applied prior to due date ÷ total LNP TNs for which 10-digit triggers were applied) * 100.	Reported by CLEC and all CLECs.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
96.5% Critical z-value applies.	

98. Measurement:	
Percentage Stand Alone LNP I-Reports in 10 Days	
Definition:	
Percentage of Stand Alone LNP Orders that receive a LNP related customer trouble report within 10 calendar days of service order completion.	
Exclusions:	
<ul style="list-style-type: none"> Excludes Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational 	
Business Rules:	
The Start time is the date/time of completion of the service order. The End time is the date/time of receipt of trouble report. Count the number of Stand Alone LNP Orders that receive an LNP related trouble report within 10 calendar days of completion.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> Stand Alone LNP 	
Calculation:	Report Structure:
(Count of Stand Alone LNP Orders that receive a customer trouble report within 10 calendar days of service order completion ÷ total Stand Alone LNP orders) * 100.	Reported by CLEC and all CLECs, and SWBT.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
Parity with SWBT Retail POTS – No Field Work.	

99. Measurement:	
Average Delay Days for SWBT Missed Due Dates for Stand Alone LNP Orders	
Definition:	
Average calendar days from due date to completion date on company missed orders.	
Exclusions:	
<ul style="list-style-type: none"> On time or early completions 	
Business Rules:	
The clock starts on the due date and the clock ends on the completion date based on posted Stand Alone LNP orders.	
Levels of Disaggregation:	
LNP Only	
Calculation:	Report Structure:
$\frac{\Sigma(\text{Stand Alone LNP Completion Date} - \text{Stand Alone LNP Order due date})}{\# \text{ total Stand Alone LNP Orders where there was a SWBT caused missed due date}} \times 100$	Reported By CLEC and all CLECs and SWBT.
Measurement Type:	
Tier 1 – Medium Tier 2 – Medium	
Benchmark:	
Parity with SWBT Retail POTS – No Field Work.	

100. Measurement:	
Average Time of Out of Service for LNP Conversions	
Definition:	
Average time to facilitate the activation request in SWBT's network.	
Exclusions:	
<ul style="list-style-type: none"> • 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. Calculate the total minutes of difference between the start time and end time in minutes for LNP activations during the reporting period.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • None 	
Calculation:	Report Structure:
$\Sigma(\text{LNP start time} - \text{LNP stop time}) \div \text{\# total LNP activations}$	Reported by CLEC and all CLECs
Measurement Type:	
Tier 1 – None	
Tier 2 – None	
Benchmark:	
60 Minutes unless a different industry guideline is established that will override the benchmark referenced here. Critical z-value does not apply.	

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:	
<ul style="list-style-type: none"> • 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:	
<ul style="list-style-type: none"> • 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:
$\Sigma(\text{Date and time error detected} - \text{date and time error cleared}) \div \text{total number of errors}$	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:
$\Sigma(\text{Date and time data processing begins} - \text{date and time data processing ends}) \div \text{total number of files}$	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:
$\Sigma(\text{Date request returned to CLEC} - \text{date request received from CLEC}) \div \text{total number of requests}$	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.	

107. Measurement	
Percentage Missed Collocation Due Dates	
Definition:	
The percentage of SWBT caused missed due dates for collocation projects.	
Exclusions:	
None	
Business Rules:	
<p>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:</p> <ul style="list-style-type: none"> • CLEC return to SWBT corrected and complete floor plan drawings. • CLEC placement of required component(s). <p>If the business rules and tariff are inconsistent, the terms of the tariff will apply.</p>	
Levels of Disaggregation:	
Physical <ul style="list-style-type: none"> • 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	
Levels of Disaggregation:	
Physical, <ul style="list-style-type: none"> • Caged • Shared Caged • Caged Common • Cageless • Adjacent On-site • Adjacent Off-site • Augments to Physical Collocation Virtual • Augments to Virtual. 	
Calculation:	Report Structure:
$\Sigma(\text{Date collocation work completed} - \text{collocation due date}) \div \text{total number of SWBT caused missed collocation projects}$	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, <ul style="list-style-type: none"> • 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.	
Business Rules:	
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:	
<ul style="list-style-type: none"> 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:	
<ul style="list-style-type: none"> 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.	

114.1 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:	
<ul style="list-style-type: none"> • 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:	
<p>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.</p>	
Levels of Disaggregation:	
<p>CHC</p> <p>LNP with loop</p> <ul style="list-style-type: none"> • < 10 lines • 10-24 lines <p>FDT</p> <p>LNP with loop</p> <ul style="list-style-type: none"> • < 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:	
<ul style="list-style-type: none"> • 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:	
<p>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.</p> <p>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.</p> <p>PMs 59, 69, and 98 will exclude PTRs from the calculation.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • 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:	
<p>Tier 1 – None</p> <p>Tier 2 – None</p>	
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:	
<ul style="list-style-type: none"> • 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:	
<ul style="list-style-type: none"> • CHC and FDT 	
Calculation:	Report Structure:
$\Sigma[(\text{Date and time PTR is closed with the customer}) - (\text{date and time PTR is received})] \div \text{total PTRs.}$	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

117. 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:	
<ul style="list-style-type: none"> 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:	
<ul style="list-style-type: none"> 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:	
<ul style="list-style-type: none"> None 	
Business Rules:	
See Measurement No. 117	
Levels of Disaggregation:	
<ul style="list-style-type: none"> By Market Region 	
Calculation:	Report Structure:
$\Sigma(\text{Completion Date} - \text{LERG date or interconnection date}) \div (\text{number of SWBT caused late orders})$	Reported for CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
Parity	

PM 119 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

BONA FIDE/SPECIAL REQUEST PROCESS (BFRs)

120. Measurement	
Percentage of Requests Processed Within 30 Business Days	
Definition:	
Percentage of Bona fide/Special requests processed and preliminary analysis provided to the customer within 30 business days of receipt of BFR.	
Exclusions:	
Excludes weekends and holidays.	
Business Rules:	
The clock starts when SWBT receives the application. The clock stops when SWBT responds with the preliminary analysis.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> None 	
Calculation:	Report Structure:
(Count of number of requests processed within 30 days ÷ total number of requests) * 100	Reported by CLEC, all CLECs, and SWBT affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
90% within 30 business days. Critical z-value does not apply.	

121. Measurement	
Percentage of Quotes Provided for Authorized BFRs/Special Requests Within X (10,30,90) Days	
Definition:	
Percentage of quotes provided in response to bona fide/Special requests for within X (10,30,90) days.	
Exclusions:	
Requests that are subject to pending arbitration.	
Business Rules:	
The clock starts when SWBT receives the application. The clock stops when SWBT responds back to the application request with a quote.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • New Network Elements that are operational at the time of the request. • New Network Elements that are ordered by the FCC. • New Network Elements that are not operational at the time of the Request. 	
Calculation:	Report Structure:
(Count of number of requests processed within X (10, 30, 90) days ÷ total number (10, 30, 90 Days) of requests) * 100	Reported by CLEC, all CLECs and SWBT affiliate..
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
90% within 10, 30, 90 business days. <ul style="list-style-type: none"> • Network Elements that are operational at the time of the request – 10 days • Network Elements that are Ordered by the FCC– 30 days • New Network Elements 90 days 	

PM 122 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

123. Measurement (New Measure)
Percent of Timely and Compliant Change Management Notices
Definition:
The percent of timely and compliant change management notices (as specified in the current Change Management Process (CMP), as made effective July 14, 2000) for EDI/LSR ordering, EDI, CORBA, DataGate Pre-ordering interfaces, and Verigate. This measure also includes LEX, Provisioning Order Status, Order Status, Trouble Administration, EASE and SORD. Timely and complete documentation provided to the CLECs for requirements associated with releases will be part of this measurement.
Exclusions:
<ul style="list-style-type: none"> • Regulatory mandates as described in the CMP documentation • Emergency fixes • CLEC initiated changes to Final Requirements (excluding changes requested due to a mistake by SWBT identified by the CLEC) • SWBT-initiated enhancements/changes to Requirements for which it requests that this Performance Measurement does not apply and CLECs agree
Business Rules:
<p>Performance standards are set forth in the SBC CLEC Interface Change Management Procedure documentation, providing specific intervals/timeframes for issuance of change management interface release notices, for making available the associated Initial and Final Requirements and release associated documentation, and for allowing defined CLEC comment time periods and prescribed testing intervals. This measure is designed to measure the percent of compliant change management notices, Initial Requirements, and Final Requirements sent to the CLEC within the intervals/timeframes prescribed by the Change Management Procedure documentation for all OSS interfaces in SWBT (the Category 1 interfaces of EDI for ordering, DataGate, EDI and CORBA for pre-ordering; and the Category 2 interfaces of LEX, Verigate, EASE, Order Status, Provisioning Order Status and Trouble Administration.</p> <p>Documentation that is not complete or not compliant with the Change Management Procedure (CMP) documentation is not considered compliant for purposes of this measure (e.g. calls for abbreviated CLEC comment time periods, fails to identify and provide the appropriate testing intervals, etc).. Any changes made without notice will be considered sent late. (Note: revisions to LSOR pages are not provided and are not required per CMP and will not be a part of this measurement)</p> <p>SWBT will be measured on the Release Announcement (for Category One) and Initial Requirements based on whether CLECs were provided with the appropriate interval per the CMP. For purposes of the Final Requirements, SWBT will be measured on whether the notice provided the appropriate interval relative to the implementation date. Notices sent to CLECs that provide corrections to Final</p>

Requirements initiated by SWBT that require coding changes by the CLECs will be considered late under this performance measurement. Requirements changes that do not necessitate CLEC coding corrections will not be counted in this measurement.

SWBT initiated changes to Final Requirements, including changing the Implementation Date, will be considered late. SWBT may invoke the exception process to add either a CLEC requested enhancement or a SWBT initiated enhancement to the release. However, if SWBT requests of CLECs in the Exception Request Accessible Letter, that this exception not be counted as late in this performance measurement, and if CLECs unanimously agree to the enhancement, then it will not be counted as late.

When the Exception process is invoked, the timelines/intervals set through that Exception agreement between SWBT and the CLECs as outlined in the CMP documentation would be included in this measurement.

In the event final documentation is submitted in one reporting period and a change to that documentation considered late falls into another reporting period, the miss will count in the current reporting period only and will not be retroactive.

Levels of Disaggregation:

- None

Calculation:

Percent of compliant change management notices providing the appropriate interval = ($\frac{\text{\# of compliant change management notices providing the appropriate interval within the reporting period}}{\text{total \# of change management notices sent during the reporting period}} \times 100$)

Report Structure:

Reported for all CLECs.

Measurement Type:

Tier 1 – Diagnostic

Tier 2 – Diagnostic for 1st 6 months to collect data and determine appropriate means of measurement

Benchmark:

90% compliant notices sent on time
Diagnostic for Tier 1 and Tier II

124. Measurement (New Measure)	
Timely resolution of significant Software Failures related with Releases	
Definition:	
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.	
Exclusions:	
<ul style="list-style-type: none"> Errors where a workaround is available (workaround in this sense does not include manual faxing to the LSC) 	
Business Rules:	
<p>Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to SWBT or receive back from SWBT order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> None 	
Calculation:	Report Structure:
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100	By CLEC
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
<ul style="list-style-type: none"> 95% completed within 48 hours or 2 days. Critical z-value applies. 	

**GENERAL BUSINESS RULES
(APPLICABLE TO ALL MEASURES EXCEPT AS SPECIFICALLY
NOTED)**

A. Reporting of Exclusions
In reporting monthly data for each measurement, SWBT will report, for individual CLECs and for CLECs in the aggregate, the total number of CLEC transactions that were excluded by SWBT in reporting the results. The raw data to be available to CLECs for each measurement will include the raw data related to all excluded transactions and will include an identification of the particular exclusion category that SWBT determined to be applicable to the transaction. The exclusion should be one that is expressly provided under the business rules for the particular measurement.
B. Geographic Market Regions
All of the provisioning and maintenance measures, and certain other measures, are reported by “Market Region.” In Texas, the reference to Market Region is to one of four areas into which SWBT divides all of the Texas territory where SWBT serves as the incumbent LEC – Central and West Texas, Dallas/Fort Worth, Houston, and South Texas. A map showing the definition of these four Market Regions is attached as Appendix Five.

PERFORMANCE MEASUREMENTS

Appendix One

Subsequent Due Date Indicator	
Added to the service order whenever the due date is changed. Order can carry multiple codes. Company delay code overrides subscriber delay code.	
Subscriber(customer) Reasons:	
SA	No Access
SL	Subscriber requests later date
SO	Subscriber – Other
SP	Subscriber requests earlier date
SR	Subscriber not ready
Company (SWBT) Reasons:	
CA	Assignment office
CB	Residence/Business office
CE	Back order / unavailability of equipment or supplies from vendors
CF	Lack of Facilities (outside plant or buried service wires)
CL	Work Load
CO	Other company reasons
CS	Lack of Central Office facilities
CU	Uncontrollable circumstances

PERFORMANCE MEASUREMENTS

Appendix Two

Disposition Codes
The following is a list of Excluded (13) disposition codes.
1301 Request for directories 1302 Reports received as a result of dual service 1303 Request for information revertive dialing codes – multi-party line (no longer applicable) 1304 CVAS Disconnect or hang up 1305 Request for information provided by another department – Business office, claims, etc. 1306 Request for SWBT to locate buried facilities 1307 Request to lower or raise wire 1308 Report on phone number which is properly disconnected, unassigned or suspended with disconnect recording on line. 1309 Report on feature customer is not being billed for 1310 Request to verify busy condition of line 1311 Report of non-SWBT plant or facilities 1313 Reports due to incorrect network administration records 1314 Request that SWBT ground be connected to electric company ground 1316 Report on service order activity prior to midnight of completion date 1317 Report on incorrect number; Regenerate report on correct number 1320 Request from Business Office 1321 Customer unable to reach business office 1322 Request from vendor for testing 1323 Changes in network structure (i.e. 10 digit dialing) 1324 Miscellaneous (Commendations, callback request for information only) 1335 Customer request service guarantee (tech gave credit) 1336 Customer request service guarantee (tech did not give credit) 1380 CNA Report Cancel by customer

PERFORMANCE MEASUREMENTS

Appendix Three

Percentage of Missed Collocation Due Dates Damages and Assessments Methodology

The following methodology will apply in calculating Tier 1 liquidated damages and Tier 2 assessments for the percentage of missed collocation due dates measurement.

Tier 1:

1. The benchmark will be 95% of Collocations completed within the due date. For example, if a CLEC has 30 collocations complete in the study month, SWBT can miss two due dates and still be in compliance. In this case no damages would apply. If, three due dates out of 30, SWBT would be out of compliance. In this case, damages would be payable on the number of collocations required to be back within the 95% benchmark.
2. Damages are calculated based on the number of days that SWBT misses the due date using the per occurrence values in the MOU, multiplied by the number of days from completion to due date.
3. In order to determine which collocations to use in the damage calculation, the missed collocation due dates will be ranked based on the number of days missed from highest to lowest. SWBT will pay damages on the highest number of days missed until the number of collocations missed is within the benchmark. For example, in the example above, if the three misses had missed days of 20, 10 and three, SWBT would pay damages on 20 missed days.
4. The collocation measurement will be used in the determination of the “K” number of allowances. In addition, it may also be excluded as defined in the MOU in the order of progression also contained there. The number of underlying data points used for the purposes of determining the order of exclusion will be the total days late for collocation projects.
5. All collocation completions in a month will be considered for the calculation of liquidated damages.
6. The critical Z-value will not be subtracted from the benchmark to determine compliance.

Tier 2:

1. Assessments will be applicable, as described in the MOU, when the measurement has been out of compliance for three consecutive months for the aggregate of all CLEC collocations.
2. Compliance will be defined as described in the Tier 1 damages above.
3. If assessments are applicable, the rolling three month average for days missed will be used to calculate the total assessments payable to the Texas State Treasury.

PERFORMANCE MEASUREMENTS

Appendix Four

Jeopardy Codes and Reasons

Jeopardies Previously Referred to as Rejects

1P	Verify address or provide nearby TN
1P	Account already converted - send cancel
1P	Invalid CFA
1P	Invalid feature detail
1P	Invalid TN
1P	Invalid due date
1P	Duplicate LSR
1P	Account not eligible for conversion
1P	Invalid feature
1P	EU name and TN do not match
1P	Provide driving instructions
1P	Duplicate circuit ID
1P	Busy cable ID and channel pair

Facility

1A	Inter Office Facility Shortage
1D	No Loop Available
1P	There are No Facilities
1P	No Trunks Available
1Q	Assignment Problem
1Y	No Central Office Equipment Available

SWBT Other

1B	Scheduling / Workload
1F	NSP Missed Appointment
1L	Frame Due Time Can Not Be Met
1N	DD and Frame Due Time Can Not Be Met

CLEC / EU (Excluded)

1C	Customer (LSP) Not Ready
1E	End User Not Ready
1G	No Access to End User Prem
1H	Central Office Freeze
1J	Special Construction
1K	Natural Disaster (Flood, etc.)
1M	Requested DD is Less Than Published Interval
1P	No Access is Provided
1P	The Premises are Not Ready
1P	Please Send SUPP to Cancel PON
1P	Notification of New Due Date

1P	Field Visit Determined Address Invalid
1P	No Rep To Prev Jeop-PON Canceled
1P	There Is No Access
1P	Need to Obtain Right of Way
1R	Customer Could Not Be Reached At The Reach Number
1S	Building Not Ready, Customer Will Advise
1T	Pole at Trailer Site is Not Set
1W	Entrance Facilities Required
1X	Not Technically Feasible

PART F: NETWORK INTERCONNECTION - TRUNK FORECASTING

- 1.0 The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. CLEC agrees to provide an initial forecast for establishing the initial interconnection facilities. SWBT shall review this forecast and if it has any additional information that will change the forecast shall provide this information to CLEC. The Parties agree to provide non-binding trunk forecast information to each other twice a year for the trunk groups for which they have order control. SWBT will use the latest CLEC forecasts received prior to January 1 and July 1 for consideration in the semi-annual publication of the SWBT General Trunk forecast. The semi-annual forecasts shall include:
 - 1.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and;
 - 1.2 The use of Common Language Location Identifier, described in Telcordia documents BR 795-100-100 and BR 795-400-100 and;
 - 1.3 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 2.0 If differences in semi-annual forecasts of the Parties vary by more than 96 additional DS0 two-way trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 96 DS0 trunks.
- *3.0 If a trunk group is under 75 percent (75%) of centum call seconds capacity on a monthly average basis for each month of any, six (6) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25% excess capacity. In all cases, grade-of-service objectives identified in this Agreement shall be maintained.
- 4.0 Intentionally left blank.
- 5.0 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

- 6.0 The Parties agree to work cooperatively to develop Methods and procedures which allow for expedited ordering of interconnection trunks and also agree to work to reduce the intervals of trunk provisioning.
- 7.0 CLEC shall be responsible for forecasting two-way trunk groups. SWBT shall be responsible for forecasting and servicing the one way trunk groups terminating to the CLEC and the CLEC shall be responsible for forecasting and servicing the one way trunk groups terminating to SWBT, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.

**ATTACHMENT 18: MUTUAL EXCHANGE OF DIRECTORY
LISTING INFORMATION**

This Attachment 18: Mutual Exchange of Directory Listing Information sets forth SWBT's and CLEC's agreement for the mutual exchange of directory assistance subscriber listing information as follows:

1.0 Introduction

- 1.1 SWBT and CLEC may each own and/or maintain databases containing directory assistance subscriber listing information (name, address and published telephone number or an indication of non-published or non-list status).
- 1.2 Currently, SWBT uses the directory assistance subscriber listing information in its databases to provide directory assistance (DA) service to individuals who call SWBT's DA office to obtain such information.
- 1.3 CLEC may provide local DA service to its local customers and therefore may wish to load its databases with the same directory assistance subscriber listing information as SWBT uses itself to provide directory assistance services.
- 1.4 In order to maintain the completeness of their DA databases and their DA services, the Parties wish to receive from each other directory assistance subscriber listing information contained in each other's databases for the use of providing DA services.

1.5 Access to Directory Assistance Database

- 1.5.1 SWBT will provide nondiscriminatory access to SWBT's Directory Assistance listing information which includes published listings, non listed listings as well as listed names, address, zip code and telephone numbers with the exception of nonpublished telephone numbers. Nonpublished Directory Assistance listing information will display the customer name and address only along with an indicator that the number is non published. Access to SWBT Directory Assistance listing information is for the sole purpose of providing voice Directory Assistance to CLEC's customers. Access to SWBT's Directory Assistance listing information allows the CLEC operator to query SWBT's Directory Assistance database and obtain the identical information that is available to SWBT's Directory Assistance operators. CLEC shall submit request for Access in writing pursuant to the ICB process to provide non discriminatory access to DA wholesale services.

2.0 Service Provided

- 2.1 SWBT and CLEC agree to exchange with each other all published subscriber listings within their respective directory assistance databases regardless of the underlying carrier.

To the extent SWBT has agreements in place with underlying carriers, i.e., Independent Telephone Companies (ITCs) and other facility-based Local Service Providers (LSPs) as of the effective date of this Agreement and such ITC or LSP agreements prohibit SWBT from releasing their respective subscriber listing information, SWBT agrees to request authorization from the ITCs and LSPs to release their subscriber listing information to CLEC for the sole purpose of providing DA services.

- 2.1.1 To the extent the Parties conduct directory assistance listing negotiations with ITCs and LSPs after the effective date of this Agreement, the Parties agree to request from such ITCs and LSPs written authorization which would allow one Party to provide to the other Party published directory assistance listing information pertaining to those ITC and LSP subscribers for the sole purpose of providing DA services.
- 2.2 In the case of non-published listings, the Parties agree to exchange the non-published subscriber's name, address and an indicator that shows the non-published status. The Parties will not exchange non-published subscriber telephone numbers.
- 2.3 The Parties agree to exchange subscriber listing information in readily accessible tape or electronic formats and to provide such data in a timely fashion upon request.
- 2.4 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

3.0 Use Of Subscriber Listing Information

- 3.1 The Parties are authorized to use the subscriber listing information provided to each other pursuant to this Attachment for the sole purpose of providing DA services.
- 3.2 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder.

4.0 Assignment

- 4.1 The subscriber listing information will remain the property of each Party respectively. The Parties will not assign, transfer or sell the subscriber listing information mutually exchanged hereunder, nor will the Parties authorize any other company or any person to use the subscriber listing information for any other purpose. Each party will take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures it takes to protect its own listings from unauthorized use), whether by the Party, its agents, employees or others.

5.0 Subcontracting of Directory Assistance Subscriber Listings

- 5.1 If either Party elects to use a subcontractor for the DA services, such party may transfer the directory service subscriber listing information to its DA subcontractor solely for the purposes of providing local DA service to its own local customers. The provision of directory assistance subscriber listing information to a subcontractor by either Party is subject to the Confidentiality and Proprietary Information provision contained in the General Terms and Conditions Section of this Agreement.

6.0 Effective Dates of Mutual Exchange of Directory Listings

- 6.1 Each Party will commence providing the other with its subscriber listing information as described in this Attachment sixty (60) days following the receipt of a written request from the other and thereafter continue in force until terminated upon receipt of one hundred twenty (120) days prior written notice from the other as long as this Agreement remains in effect. The Parties will request directory assistance subscriber listing information by NXX.

7.0 Liability

- 7.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

8.0 Pricing

- 8.1 The Parties will compensate each other for the exchange of directory assistance subscriber listing information at a price of \$.0585 per listing for the initial load, and \$.0585 per listing for each update listing (each addition, deletion, or change to the directory assistance database furnished by one Party to the other constitutes and update listing).
- 8.2 Non-published Emergency Message Service: \$2.10.

PART G: SPACE LICENSE

- 1.0 CLEC, at its sole discretion, may license SWBT to situate SWBT equipment in the CLEC CO and to utilize CLEC site support services in the CLEC CO such as power, heating, ventilation, air conditioning and security for such equipment, for the sole purpose of delivering I-Traffic to CLEC for completion in accordance with Part B Interconnection Architecture. Such licenses and site support services are referred to herein collectively as a “Space License.”
- 2.0 The only allowable network interfaces under a Space License are DS1 and DS3.
- 3.0 Space Licenses are available at CLEC’s sole discretion and are further subject to the availability of space and site support services in each CLEC CO. To establish a Space License, SWBT must complete and submit a questionnaire providing requested information to support new space and site support services or to provide additional capacity for existing arrangements.
 - 3.1 Among the information to be provided in the questionnaire, SWBT must identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any transmission cable to be installed (collectively “Licensed Facilities”). The space in the CLEC CO in which SWBT’s equipment is or is to be located is referred to herein as the “Equipment Space.”
 - 3.2 The SWBT is responsible for the installation of Licensed Facilities in accordance with CLEC’s installation processes and procedures.
 - 3.3 If SWBT desires to modify its request, prior to notification from CLEC regarding availability, SWBT may do so by requesting that CLEC cancel the original request providing a new questionnaire to CLEC to process.
- 4.0 Following receipt of the questionnaire, CLEC will determine whether there is sufficient CLEC CO space and site support services to meet the request contained in SWBT’s questionnaire. CLEC will notify SWBT in writing whether there is sufficient CLEC CO space available for each such request.
- 5.0 Upon receiving written notification of the availability of CLEC CO space from CLEC, SWBT will provide written verification that it still requires such CLEC CO space. This written notification is SWBT’s firm order for each CLEC CO space requested, and will constitute an executed Space License under the terms of this Agreement.

6.0 **Rates and Charges**

6.1 The rates and charges payable by SWBT under this Space License are set forth below:

Rate Element	Monthly Charge	Nonrecurring Charge
DS1 Port Termination		
- per port (first 28)	\$36.00	\$267.00
- per port (29-56)	\$33.00	\$267.00
- per port (57-84)	\$26.00	\$267.00
- per port (85-112)	\$21.00	\$267.00
- per port (113-140)	\$17.00	\$267.00
- per port (141-168)	\$13.00	\$267.00
- per port (169-300)	\$12.00	\$175.00
- per port (301-500)	\$12.00	\$125.00
- per port (501-750)	\$12.00	\$ 75.00
- per port (751-1000)	\$12.00	\$ 50.00
- per port (1001- and above)	\$12.00	\$ 25.00
DS3 to DS1 Multiplexing		
- per multiplexer	\$815.00	\$970.00

7.0 CLEC agrees to provide site support services as follows:

7.1 CLEC will design, engineer, furnish, install, and maintain cable racks for SWBT's use.

7.2 CLEC will design, engineer, furnish, install, and maintain a battery distribution fuse board (BDFB) from which CLEC will supply DC power to SWBT.

7.3 CLEC will provide common use convenience outlets (120V) as required for test equipment, etc. within Equipment Space.

7.4 CLEC will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that CLEC maintains for its own similar equipment.

8.0 CLEC will specify the location and dimensions of the Equipment Space and at its sole discretion will specify any physical or space separation requirements.

- 9.0 SWBT will use the Space Licenses for the solely for the purpose of delivering its I-Traffic to CLEC, so that CLEC may complete such calls in accordance with this Attachment 11: Physical Network Interconnection. SWBT agrees not to make any other use of the Space Licenses without the advance written consent of CLEC.
- 10.0 Upon reasonable advance notice and for the limited purpose of performing work for which SWBT is responsible under this Agreement, CLEC licenses SWBT to enter and exit the Equipment Space through portions of the CLEC CO as designated by CLEC. Unless a service outage is occurring or appears to be imminent, SWBT shall perform its work in the CLEC CO during regular business hours as designated from time to time by CLEC.
- 11.0 SWBT shall either furnish to CLEC, and keep current, a written list of all SWBT's employees and CLEC approved contractors authorized to enter the Equipment Space, or provide a 24 hour local or toll-free telephone number which CLEC can use to verify the authority of such persons. SWBT shall also furnish to CLEC, and keep current, samples of the identifying credentials to be carried by such persons. CLEC will permit entry to the Equipment Space by persons named on such then-current lists or verified by means of the local or toll-free telephone number, and bearing such identifying credentials. Notwithstanding any other provision of this Agreement, SWBT hereby releases CLEC, CLEC's Affiliates and their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any such persons whom CLEC has admitted in good faith to the CLEC CO.
- 12.0 While in the CLEC CO, employees of SWBT and its contractors must comply at all times with CLEC's security and safety procedures and requirements. CLEC may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with CLEC's procedures and requirements after being notified of them.
- 13.0 SWBT will be responsible for selecting its contractors and causing their compliance with this Agreement.
- 14.0 Each party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other party's property and the property of others in and around CLEC's CO.
- 15.0 SWBT's employees and contractors shall refrain from using any Licensed Facilities, equipment, tools, materials, or methods that, in CLEC's sole judgment, might cause damage to or otherwise interfere with CLEC's operations. CLEC reserves the right to take any reasonable action to prevent potential harm to the services, personnel, or property of CLEC (and its affiliates, vendors, and customers).

- 16.0 In addition to the Licensed Facilities, SWBT may bring into the Equipment Space the small tools and portable test equipment needed for the work for which SWBT is responsible. SWBT will be responsible for the care and safeguarding of all such items. SWBT may not bring any other items into the CLEC CO without CLEC's prior written consent. In particular, and without limiting the foregoing, SWBT may not bring into the CLEC CO any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.
- 17.0 CLEC and its designees may inspect or observe the Equipment Space, the space designated by CLEC for SWBT transmission cable, the Licensed Facilities, and any work performed by or behalf of SWBT in the CLEC CO, at any time. If the Equipment Space is surrounded by a security enclosure, SWBT shall furnish CLEC with all mechanisms and information needed for entry to the Equipment Space.
- 18.0 CLEC and SWBT intend that the Licensed Facilities, whether or not physically affixed to the CLEC CO, shall not be construed to be fixtures. SWBT (or the lessor of SWBT equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by applicable laws, and will pay all taxes levied upon the Licensed Facilities.
- 19.0 SWBT agrees not to sell, convey, or lease SWBT transmission cable under any circumstances, except for a conveyance of SWBT transmission cable to CLEC upon termination of the applicable Space License. SWBT further agrees not to cause, suffer, or permit SWBT transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by SWBT or any act or omission of SWBT. If SWBT transmission cable becomes so encumbered, SWBT agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance.
- 20.0 The licenses granted by this Agreement are non-exclusive personal privileges allowing SWBT to situate the Licensed Facilities in the locations indicated by CLEC. These licenses and the payments by SWBT under this Agreement do not create or vest in SWBT (or in any other person) any property right or interest of any nature in any part of the CLEC CO.
- 21.0 The licenses granted to SWBT under this Agreement shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any CLEC CO; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.

- 22.0 CLEC may relocate the licensed space, or the CLEC CO, or both upon thirty (30) days prior written notice to SWBT. If relocation of Licensed Facilities is required, the party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is CLEC's responsibility and is performed by CLEC will be without charge to SWBT. CLEC will reimburse SWBT for the reasonable cost of such relocation work performed by SWBT, and CLEC will provide at its own expense any additional or replacement cable racks and SWBT transmission cable needed to accommodate the relocation of the installation. CLEC and SWBT will work together in good faith to minimize any disruption of service in connection with such relocation.
- 23.0 Licensed Facilities will be furnished, installed and maintained in accordance with the following:
- 23.1 SWBT agrees to furnish all Licensed Facilities.
- 23.2 SWBT agrees to install the Licensed Facilities. SWBT agrees to comply with specifications and processes furnished by CLEC for installation performed by SWBT.
- 23.3 SWBT agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in SWBT's frame to the designated CLEC power source. SWBT will distribute the power among its equipment within the Equipment Space.
- 23.4 SWBT agrees to maintain in good working order all SWBT equipment in Equipment Space. CLEC agrees to repair SWBT transmission cable. SWBT is not permitted to repair installed SWBT transmission cable in order to avoid possible harm to other transmission cables.
- 23.5 SWBT may use contractors to perform installation and maintenance for which SWBT is responsible. CLEC consents to use of those contractors listed on a then current CLEC approved list of SWBT submitted contractors. Use of any other contractors shall require CLEC's prior written consent, which shall not be unreasonably withheld.
- 23.6 SWBT may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration will permit such. If SWBT chooses to install its equipment in locked cabinets, SWBT shall leave the appropriate keys with CLEC and agrees to allow CLEC the right of entry to such cabinets.
- 24.0 Under the Space Licenses, CLEC performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by CLEC, and provides no maintenance for any SWBT equipment in Equipment Space. CLEC warrants that the services provided under this Agreement will be performed in a workmanlike manner and in accordance with CLEC technical specifications and that the incidental material provided by CLEC shall be free from defects. CLEC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND

SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 25.0 In addition to any other rights or remedies that CLEC may have under this Agreement or at law, CLEC may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:
 - 25.1 SWBT fails to pay charges due or fails to comply with any of the terms or conditions of this Part G.
 - 25.2 SWBT fails to utilize the Licensed Facilities for the authorized purpose described in this Part G.
 - 25.3 SWBT fails to comply with applicable laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this Part G.
- 26.0 In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:
 - 26.1 Within thirty (30) days after termination of a Space License, SWBT will, at its sole expense, remove all SWBT equipment in Equipment Space and restore the Equipment Space to its previous condition, normal wear and tear excepted. If SWBT fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, CLEC may, at its option, upon ten (10) days written notice to SWBT, perform the removal and restoration at SWBT's sole risk and expense.
 - 26.2 Because removal of installed SWBT transmission cable may cause damage to other cables or fiber, SWBT agrees to relinquish its transmission cable to CLEC in lieu of removal. Upon termination of the applicable Space License, all SWBT transmission cable will be automatically conveyed to CLEC, thereby becoming the property of CLEC, free of any interest or lien of any kind by SWBT (or by any person claiming through SWBT). At CLEC's request, SWBT will promptly execute and deliver to CLEC a bill of conveyance or such other assurances as may be requisite to confirm or perfect the transfer of SWBT transmission cable to CLEC.
 - 26.3 If no monies are owed by SWBT to CLEC under this Agreement, CLEC agrees to deliver such removed equipment to SWBT's last known business address or to a domestic location designated by SWBT, at SWBT's sole risk and expense. If monies are so owed, SWBT agrees that CLEC may either take ownership free of any interest or lien by SWBT (or those claiming through SWBT) or treat such equipment as abandoned by SWBT.

ATTACHMENT 19: WHITE PAGES - OTHER (WP-O)

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth SWBT's and CLEC's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

1.0 Introduction

- 1.1 SWBT publishes White Pages directories for geographic areas in which CLEC may also provide local exchange telephone service, and CLEC wishes to include listings information for its customers in the appropriate SWBT White Pages directories.
- 1.2 CLEC also desires distribution to CLEC's Customers of the White Pages directories that include listings of CLEC's customers.
- 1.3 SWBT will make available to CLEC, for CLEC Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

2.0 Service Provided

- 2.1 SWBT will include in appropriate White Pages directories the primary alphabetical listings of all CLEC end users located within the local directory scope. SWBT will include CLEC local customers' primary listing in the white page (residence, business, and government) directories.
- 2.2 CLEC will furnish to SWBT subscriber listing information pertaining to CLEC end users located within the local directory scope, along with such additional information as SWBT may require to prepare and print the alphabetical listings of said directory.
- 2.3 CLEC may provide CLEC's subscriber listing information to SWBT for inclusion in the White Pages directory via either a mechanical or manual feed of the listing information to SWBT's listing database.
- 2.4 CLEC will provide its subscriber listing information to SWBT via a mechanical or manual feed of the listing information to SWBT's listing database. CLEC's subscriber listings are to be interfiled (interspersed) in the directory among SWBT's subscriber listing information, unless CLEC, in writing, directs SWBT to separate CLEC's listings from SWBT's listings.
- 2.5 SWBT will provide daily electronic directory listing verification reports to CLEC upon request. This report can be used to verify CLEC subscriber White Page and Directory Assistance listing information. This daily electronic verification report will be produced by SWBT's ALPSS/LIRA system, and will include Directory Delivery Address (DDA) information for each CLEC end user listing. Each report will reflect CLEC subscriber

directory listings input the previous work day. Daily reports for the previous thirty (30) days can be accessed. Any necessary additions, deletions or modifications to listings discovered by CLEC upon review of the daily electronic listing verification report will be submitted to SWBT via the appropriate directory listing correction process as soon as possible, and no less than 30 days prior to the Business Office Close Date for the directory in which that end user listing will appear.

- 2.5.1 In addition, at least sixty (60) days prior to the business office close date for a particular directory, SWBT will provide CLEC, upon request, an electronic verification list of CLEC's subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request for an electronic verification list at least eighty (80) days prior to the Business Office Close Date for a particular directory. SWBT will accept standing requests for electronic verification lists on those White Page directories specified by CLEC. This electronic directory listing verification list will be provided in CD-ROM format. The directory listing verification list also is available upon request through SWBT's ALPSS/LIRA system subject to the timeframes outlined in this section. CLEC will review this electronic verification list and will submit any necessary additions, deletions or modifications to SWBT via the appropriate directory listing correction process no less than thirty (30) days prior to the SWBT Business Office Close date for that directory, provided that SWBT made the electronic verification list available to CLEC in a timely manner as specified above.
- 2.6 Publication schedules for the White Pages: SWBT will provide to CLEC the initial directory close dates for a calendar year within three (3) to six (6) months of the publication year for areas where CLEC is providing local service. Updates to the schedule will be provided in a timely manner as they occur.
- 2.7 At least sixty (60) days prior to the directory close, CLEC will provide to SWBT written specification of (a) the total number of directories that CLEC will require for bulk delivery to CLEC and (b) the total number of directories that CLEC will, pursuant to Section 2.8 below, require SWBT to deliver to CLEC's end user customers as part of SWBT's mass annual delivery. At its option, and at the same time it provides other directory information pursuant to this subsection (Section 2.7) (i.e., at least sixty (60) days prior to directory close), CLEC may specify that the directories, or any portion of such directories, ordered by it pursuant to subparagraph (a) of this subsection (Section 2.7) are to be delivered by SWBT to CLEC as "signature books" (i.e., directories without a cover) so that CLEC may, at its own expense, place its own cover on such directories. Furthermore, at its option and at its own expense, CLEC may place its own "tip-ons" (advertisements adhered to directories) on any directory ordered by it pursuant to subparagraph (a) of this subsection (Section 2.7). Once SWBT has delivered directories in bulk to CLEC pursuant to subparagraph (a) of this subsection (Section 2.7), SWBT shall not be responsible for further delivery or disposition of said directories.
- 2.8 At CLEC's request, SWBT will deliver White Pages directories to CLEC end users. Timing of such delivery and the determination of which White Pages directories will be

delivered (by customer address, NPA/NXX or other criteria), and the number of White Pages directories to be provided per customer, will be provided under the same terms that SWBT delivers White Pages directories to its own local service customers.

- 2.9 At its option, CLEC may purchase information pages (Customer Guide Pages) in the informational section of the SWBT White Pages directory covering the geographic area(s) it is serving. These pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SWBT information pages. Sixty (60) days prior to the directory close date, CLEC will provide to SWBT the information page(s) in camera ready format. SWBT will have the right to approve, and, with CLEC's agreement, SWBT may, but is not required to, revise the format and content of such information page(s).
- 2.10 SWBT will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be 1/8th page in size. In order to have such information published, CLEC will provide SWBT with its logo and information in the form of a camera ready copy, sized at 1/8th of a page (CLEC will be limited to a maximum of 1/8th of a page in any single edition of a SWBT White Pages directory).

3.0 Use Of Subscriber Listing Information

CLEC authorizes SWBT to use the subscriber listing information provided to SWBT pursuant to this Attachment for the purpose of including the listings in the appropriate White Pages directory and directory assistance databases where such services are provided by SWBT.

4.0 Pricing

4.1 White Pages Listing, Book and Delivery:

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to CLEC	Price Per Book Copy Delivered to CLEC End User	Price Per Single Sided Informational Page	Price Per Book Copy¹ Ordered After Initial Order
Kansas City	\$4.46	\$6.48	\$3,191.73	\$10.00
Springfield	\$4.46	\$6.48	\$3,191.73	\$10.00
St. Louis	\$4.46	\$6.48	\$3,191.73	\$10.00
Cape Girardeau	\$1.29	\$2.50	\$168.09	\$10.00
Chillicothe	\$1.29	\$2.50	\$168.09	\$10.00

Excelsior Springs	\$1.29	\$2.50	\$168.09	\$10.00
Fulton	\$1.29	\$2.50	\$168.09	\$10.00
Greater Jefferson	\$1.29	\$2.50	\$168.09	\$10.00
County	\$1.29	\$2.50	\$168.09	\$10.00
Hannibal	\$1.29	\$2.50	\$168.09	\$10.00
Kennett	\$1.29	\$2.50	\$168.09	\$10.00
Kirksville	\$1.29	\$2.50	\$168.09	\$10.00
Lake of the Ozarks	\$1.29	\$2.50	\$168.09	\$10.00
Marshall	\$1.29	\$2.50	\$168.09	\$10.00
Mexico	\$1.29	\$2.50	\$168.09	\$10.00
Moberly	\$1.29	\$2.50	\$168.09	\$10.00
Nevada	\$1.29	\$2.50	\$168.09	\$10.00
Perryville	\$1.29	\$2.50	\$168.09	\$10.00
Poplar Bluff	\$1.29	\$2.50	\$168.09	\$10.00
Sedalia	\$1.29	\$2.50	\$168.09	\$10.00
Sikeston	\$1.29	\$2.50	\$168.09	\$10.00
St. Joseph	\$1.29	\$2.50	\$168.09	\$10.00
Tri-State	\$1.29	\$2.50	\$168.09	\$10.00
Washington	\$1.29	\$2.50	\$168.09	\$10.00
Adrian	\$1.26	\$2.81	\$75.59	\$10.00
Boonville	\$1.26	\$2.81	\$75.59	\$10.00
Bowling Green	\$1.26	\$2.81	\$75.59	\$10.00
Caruthersville	\$1.26	\$2.81	\$75.59	\$10.00
Elsberry	\$1.26	\$2.81	\$75.59	\$10.00
Linn	\$1.26	\$2.81	\$75.59	\$10.00
Missouri's Parkland	\$1.26	\$2.81	\$75.59	\$10.00
Monett	\$1.26	\$2.81	\$75.59	\$10.00
Portageville	\$1.26	\$2.81	\$75.59	\$10.00
Stanberry	\$1.26	\$2.81	\$75.59	\$10.00

Subject To Availability

- 4.2 The prices contained in Section 4.1 above are interim in nature and are subject to true-up from the effective date of this agreement to the State Commission's determination of permanent prices.

5.0 Assignment

- 5.1 The subscriber listing information will remain the property of CLEC. Except as stated in Section 2.0 herein, SWBT will not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor will SWBT authorize any other company or any person to use the subscriber listing information for any other purpose. SWBT will take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SWBT takes to protect its own listings from unauthorized use), whether by SWBT, its agents, employees or others.
- 5.2 At CLEC's request, SWBT will transmit CLEC end user listing information to designated third party directory publishers (limited to publishers that SWBT transmits its own listing information) for a one-time administrative fee of \$100.00 per occurrence, per directory publisher.

6.0 Term

- 6.1 This Attachment will continue in force until terminated by sixty (60) days prior written notice by either Party to the other. Upon termination, SWBT will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by CLEC, and will promptly return such subscriber listing information to CLEC.
- 6.2 Upon termination of the interconnection Agreement, this Attachment will be null and void with respect to any issue of directories published thereafter.

7.0 Liability

- 7.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.