SOUTHWESTERN BELL TELEPHONE COMPANY / CLEC
MISSOURI - M2A

NOTE	UNE/Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
	PAGE INTENTIONALLY LEFT BLANK			

ATTACHMENT 10: PROVISION OF CUSTOMER USAGE DATA-UNBUNDLED NETWORK ELEMENTS

1.0 Introduction (Unbundled Elements)

1.1 This Attachment 10: Provision of Customer Usage Data-Unbundled Network Elements sets forth the terms and conditions for SWBT's provision of usage data (as defined in this Attachment) to CLEC. Usage Data will be provided by SWBT to CLEC when CLEC purchases Network Elements from SWBT.

1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing-UNE to Attachment 6.

2.0 General Requirements for Usage Data

2.1 SWBT's provision of Usage Data to CLEC will be in accordance with the Performance Metrics to be developed by CLEC and SWBT during and as part of the implementation and testing process. SWBT's performance based on such Performance Metrics will begin to be measured and reported at the time CLEC begins providing local service to customers, but SWBT's provision of Usage Data will not be required to meet such Performance Metrics until six (6) months after CLEC begins providing local services to customers.

2.2 SWBT will retain Usage Data in accordance with CLEC Customer Usage Data Transfer Requirements, March 1996 (Data Requirements), subject to applicable laws and regulations.

3.0 Usage Data Specifications

3.1 SWBT will provide all usage data for CLEC's customers using the SWBT-provided Network Element(s). Usage Data includes, but is not limited to, the following categories of information:

- completed calls;
- use of CLASS/LASS/Custom Features;
- calls to information providers reached via SWBT facilities and contracted by SWBT;
- calls to directory assistance where SWBT provides such service to an CLEC customer;
- calls completed via SWBT-provided operator services where SWBT provides such service to CLEC's local service customer;
- records will include complete call detail and complete timing information for unbundled Network Elements.

SWBT will provide Usage Data for completed calls only for Elements that SWBT records (e.g., unbundled local switching, but not loops).

3.2 SWBT will provide to CLEC Usage Data for CLEC end user customers only. SWBT will not submit other carrier local usage data as part of the CLEC Usage Data.

4.0 Usage Data Format

4.1 SWBT will provide Usage Data in the BellCore Exchange Message Record (EMR) format and by category, group and record type, as specified in the CLEC Customer Usage Data Transfer Requirements, March 1996 ("Data Requirements"), or as otherwise agreed to by the Parties.

4.2 SWBT will include the Working Telephone Number (WTN) of the call originator on each EMR call record.

4.3 End user customer usage records and station level detail records will be in packs in accordance with EMR standards.

4.4 Where technically feasible, SWBT will provide CLEC with recordings which will permit it to render interLATA and intraLATA access bills and end-user bills associated with the use of unbundled network elements. Where such capability is not available (e.g., originating 800 and terminating access calls), SWBT will continue to seek cost effective solutions and in the meantime will ensure that CLEC, as the local service provider, incurs no charges for the provision of such dialing capabilities to their customers.

5.0 Usage Data Reporting Requirements

5.1 SWBT will segregate and organize the Usage Data in a manner agreeable to both Parties.

5.2 SWBT will provide segregated Usage Data to CLEC locations as agreed to by the Parties.

5.3 SWBT will transmit formatted Usage Data to CLEC over Network Data Mover Network using CONNECT:Direct protocol, or otherwise agreed to by the Parties.

5.4 CLEC and SWBT will test and certify the CONNECT:Direct interface to ensure the accurate transmission of Usage Data.

5.5. SWBT will provide Usage Data to CLEC daily (Monday through Friday) on a daily time schedule to be determined by the parties.

5.6 SWBT will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.

5.7 The Usage Data EMR format, content, and transmission process will be tested no later than April 1, 1997, or otherwise as mutually agreed by both Parties.

6.0 Charges

6.1 SWBT will bill and CLEC will pay the charges set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

7.0 Local Account Maintenance

7.1 When CLEC purchases certain Network Elements from SWBT, SWBT will provide CLEC with Local Account Maintenance. When SWBT is acting as the switch provider for CLEC, where CLEC is employing UNEs to provide local service, SWBT will notify CLEC whenever the local service customer disconnects switch port (e.g., WTN) service from local service customer discounts switch port (e.g., WTN) service from CLEC to another local service provider. SWBT will provide this notification via a mutually agreeable 4-digit Local Use Transaction Code Status Indicator (TCSI) that will indicate the retail customer is terminating local service with CLEC. SWBT will transmit the notification, via the Network Data Mover Network using the CONNECT:Direct protocol, within five (5) days of SWBT reprovisioning the switch. The TCSI, sent by SWBT, will be in the 960 byte industry standard CARE record format. CLEC will pay to SWBT a per transaction charge of eight cents ($0.08) for each working telephone number (WTN) transmitted.

7.2 SWBT will accept account changes that affect only the pre-subscribed intraLATA and/or interLATA toll provider (PIC) through the following procedure: SWBT will accept an LD "PIC Only" Change via the service Order feed to provision the LD change in SWBT's network. SWBT will convey the confirmation of the "PIC Only" change via the Work Order Completion feed. In addition, SWBT will reject, via the industry standard CARE Record 3148, any Interexchange Carrier initiated change of the Primary Interexchange Carrier (PIC), where SWBT is the switch provider either for the retail local services of SWBT that CLEC resells or UNEs of SWBT that CLEC employs in providing service.

7.3 These procedures are in addition to Service Order Procedures set forth in Attachment 7: Ordering and Provisioning - UNE. SWBT will meet the Local Account Maintenance requirements set out in CLEC, Unbundled Network Element: Interconnection Interface Requirements, "Account Maintenance," version 1.0 (September 19, 1996), as updated or as the Parties may otherwise agree.

8.0 Alternatively Billed Calls

8.1 Calls that are placed using the services of SWBT or another LEC or LSP and billed to an unbundled Network Element (e.g., switch port) of CLEC are called "Incollects." Calls that are placed using CLEC Network Elements (e.g., switch port) and billed to a SWBT line or other LEC or LSP are called "Outcollects."

8.2 Outcollects: SWBT will provide to CLEC the unrated message detail that originates from an CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). SWBT has agreed to transmit such data on a daily basis. CLEC as the Local Service Provider (LSP) will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end user billing. CLEC will be compensated by the billing company for the revenue it is due. A message charge for SWBT's transmission of Outcollect messages to CLEC is applicable, and SWBT will bill CLEC for the transmission charge.

8.3 Incollects: For messages that originate from a number other than the billing number and that are billable to CLEC customers (Incollects), SWBT will provide the rated messages it receives from the CMDS1 network or which SWBT records (non-ICS) to CLEC for billing to CLEC's end-users. SWBT will transmit such data on a daily basis. SWBT will credit CLEC the Billing and Collection (B&C) fee for billing the Incollects. The B&C credit will be provided in accordance with the procedures set forth in Attachment 4: Connectivity Billing-Resale of the Agreement and the credit will be $.05 per billed message. CLEC and SWBT have stipulated that a per message charge for SWBT's transmission of Incollect messages to CLEC is applicable, and SWBT will bill CLEC for the transmission charge.

9.0 Pricing

Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Attachment 6, Appendix Pricing UNE Schedule of Prices.

ATTACHMENT 17 : PERFORMANCE REMEDY PLAN

This Attachment 17: Performance Remedy Plan sets forth the terms and conditions under which SWBT will report performance to CLEC and compare that performance to SWBT's own performance or benchmark criteria, whichever is applicable. This Attachment further provides for enforcement through liquidated damages and assessments.

SWBT agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1. SWBT will collect, analyze, and report performance data for these measures in accordance with SWBT's Performance Measurement Business Rules. Both the performance measures and the business rules are subject to modification in accordance with section 6.4 below regarding six-month reviews. SWBT and CLEC further agree to use this two-tiered enforcement structure for performance measurements provided for in this Attachment. The Commission approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 or Tier 2 categories, which are further identified as the High, Medium, and Low groups as those terms are used below.

1.0 SWBT will not levy a separate charge for provision of the data to CLEC called for under this Attachment. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to SWBT on or before the last day of the month for which data is sought, SWBT shall provide the data to CLEC on or before 20th day of the month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to SWBT after the last day of the month for which data is sought, SWBT shall provide the data to CLEC within 20 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

2.0 SWBT and CLEC agree to use a statistical test, namely the modified Z-test, for evaluating the difference between two means (SWBT and CLEC) or percentages, or the difference in the two proportions for purposes of this Attachment. SWBT agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the result for SWBT and the CLEC are compared. The modified Z-tests are applicable if the number of data points are greater than 30 for a given measurement. In cases where benchmarks are established, the determination of compliance is through the comparison of the measured performance delivered to the CLEC and the applicable benchmark. For testing compliance for measures for which the number of data points are 29 or less, the permutation tests as outlined below may be used.

3.0 SWBT and CLEC concur that, for purposes of this Attachment, performance for the CLEC on a particular measure will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or proportions) for the same measurement, at equivalent disaggregation, for both SWBT and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than the critical Z-value as reflected in the critical Z-statistic table shown below.

Z-Test

SWBT agrees with the following formulae for determining parity using Z-Test:

For measurement results that are expressed as averages or means

$$Z = (DIFF) / \delta_{DIFF}$$

Where $DIFF = M_{ILEC} - M_{CLEC}$

M_{ILEC} = ILEC average

M_{CLEC} = CLEC average

$\delta_{DIFF} = SQRT [\delta^2_{ILEC} (1 / n_{CLEC} + 1/ n_{ILEC})]$

δ^2_{ILEC} = Calculated variance for ILEC

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

For measurement results that are expressed as percentages or proportions that meet the following criteria:

$$n_{ILEC} * P_{ILEC} > 5$$
$$n_{CLEC} * P_{CLEC} > 5$$
$$n_{ILEC} * (1- P_{ILEC}) > 5$$
$$n_{CLEC} * (1- P_{CLEC}) > 5$$

Step 1

$$\rho = \frac{(n_{ILEC} P_{ILEC} + n_{CLEC} P_{CLEC})}{n_{ILEC} + n_{CLEC}}$$

Step 2

$$\sigma_{P_{ILEC} - P_{CLEC}} = SQRT [[\rho (1 - \rho)] / n_{ILEC} + [\rho (1 - \rho)] / n_{CLEC}]$$

Step 3

$$Z = (P_{ILEC} - P_{CLEC}) / \sigma_{P_{ILEC} - P_{CLEC}}$$

Where n = number of observations

P = percentage or proportion

If the above conditions are not met, the Fisher's exact test (permutation test for percentages) will be used. The following calculation will be used:

Define N_C = CLEC sample
N_S = SWBT sample
F_C = CLEC failures
F_S = SWBT failures
$U = N_C + N_S$
$F = F_C + F_S$

Calculate

p = probability that the CLEC received the observed service or worse

$$P = \frac{\sum_{x=Fc}^{x=\min(Fc,Nc)} \binom{F}{x}\binom{U-F}{Nc-x}}{\binom{U}{Nc}}$$

The value of *P* can be converted to an equivalent critical value using the standard normal Z-tables or the appropriate t-table.

For Measurement results that are expressed as rates or ratio

$$Z = (\text{DIFF}) / \delta_{DIFF}$$

Where $\text{DIFF} = R_{ILEC} - R_{CLEC}$
$R_{ILEC} = num_{ILEC} / denom_{ILEC}$
$R_{CLEC} = num_{CLEC} / denom_{CLEC}$

$R_{pool} = (Num_{ILEC} + num_{CLEC})/(denom_{ILEC} + denom_{CLEC})$

$\delta_{DIFF} = \text{SQRT}\,[R_{POOL}\,(1/denom_{CLEC} + 1/denom_{ILEC})]$

4.0 Qualifications to use Z-Test

The proposed Z- tests are applicable to reported measurements that contain 30 or more data points.

In calculating the difference between the performances the formula proposed above applies when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$, $R_{CLEC} - R_{ILEC}$).

For measurements where the applicable performance criterion is a benchmark rather than parity performance compliance will be determined by setting the denominator of the Z-test formula as one in calculating the Z-statistic.

For measurements that are averages, where the performance delivered to a CLEC is compared to SWBT performance and for which the number of data points are 29 or less, SWBT agrees to application of the following alternatives for compliance.

4.1 Alternative 1

For measurements that are expressed as averages, SWBT can utilize the Z-test as applicable for data sets of 30 or greater data points or the permutation test to provide evidence of parity. If SWBT uses the Z-test for data sets under 30, the CLEC can independently perform the permutation test to validate SWBT's results. SWBT will supply all data required to perform the permutation test, including the complete ILEC and CLEC data sets for the measure, to CLEC upon request. The results of the permutation test will control over the results of the Z-test analysis as applicable for data sets 30 or greater.

4.2 Alternative 2

Permutation analysis which use standard computational routines will be applied to calculate the z-statistic, similar to the logic described below:

1) Choose a sufficiently large number T.
2) Pool and mix the CLEC and ILEC data sets.
3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set or n_{ILEC}).
4) Compute and store the Z-test score (Z_S) for this sample.
5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
6) Order the Z_S results computed and stored in step 4 from lowest to highest.
7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.

8) Repeat the steps 2 - 7 ten times and combine the results to determine P = (Summation of ranks in each of the 10 runs divided by 10T).

9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

10) Compare Z_A with the desired critical value as determined from the critical Z- table. If Z_A is greater than the designated critical Z-value in the table, then the performance is noncompliant.

4.3 SWBT and CLEC will, upon PSC request, provide software and technical support as needed by Commission Staff for purposes of utilizing the permutation analysis. Any CLEC who opts into this Attachment 17 agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

5.1 SWBT agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

5.2 SWBT will pay liquidated damages to the CLEC according to the terms set forth in this Attachment.

5.3 Liquidated damages apply to Tier 1 measurements identified as High, Medium, or Low in Appendix 1.

5.4 Assessments are applicable to Tier 2 measures identified as High, Medium, or Low in Appendix 1 and are payable to the Missouri State Treasury.

5.5 SWBT will not be liable for the payment of either Tier 1 damages or Tier 2 assessments until the Commission approves an Interconnection Agreement between a CLEC and SWBT containing the terms of Attachment 17 of this Agreement. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Missouri.

6.0 Procedural Safeguards and Exclusions

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

6.2 SWBT's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as

an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. SWBT and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) SWBT's payment of Tier 1 "liquidated damages" or Tier 2 "assessments" as evidence that SWBT has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. SWBT's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that SWBT's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by SWBT under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where SWBT seeks to offset the payment against any other damages a CLEC might recover; whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether SWBT has met or continues to meet the requirements of section 271 of the Act.

6.3 SWBT shall not be liable for both Tier 2 "assessments" and any other assessments or sanctions under Missouri Public Service Commission Law or the Commission's service quality rules relating to the same performance.

6.4 Every six months, CLEC may participate with SWBT, other CLECs, and Commission representatives to review the performance measures to determine whether measurements should be added, deleted, or modified; whether the applicable benchmark standards should be modified or replaced by parity standards; and whether to move a classification of a measure to High, Medium, Low, Diagnostic, Tier 1 or Tier 2. The criterion for reclassification of a measure shall be whether the actual volume of data points was lesser or greater than anticipated. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Performance measures for 911 may be examined at any six month review to determine whether they should be reclassified. The first six-month period will begin when an interconnection agreement including this remedy plan is adopted by a CLEC and approved by the Commission. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and, if necessary, with respect to new measures and their appropriate classification, by arbitration. The current measurements and benchmarks will be in effect until modified hereunder or expiration of the interconnection agreement.

6.5 SWBT and CLEC acknowledge that no later than two years after SWBT or its affiliate receives Section 271 relief, the Commission's intention is to reduce the number of performance measures subject to damages and assessments by 50% to the extent there is a smaller number of measures that truly do capture all of the issues that are competition affecting and customer affecting.

6.6 CLEC and SWBT will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then SWBT will allow CLEC to have an independent audit conducted, at CLEC's expense, of SWBT's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit reinforces the problem identified during the 45 days of consultation period or if any new problem is identified, SWBT shall reimburse a CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per twelve calendar months under this section. This section does not modify CLEC's audit rights under other provisions of this Agreement. SWBT agrees to inform all CLECs of any problem identified during the audit initiated by any CLEC.

7.0 Exclusions Limited

7.1 SWBT shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement if, but only to the extent that, such noncompliance was the result of any of the following: a Force Majeure event; an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with SWBT or under the Act or Missouri law; or non-SWBT problems associated with third party systems or equipment, which could not have been avoided by SWBT in the exercise of reasonable diligence. Provided, however, the third party exclusion will not be raised more than three times within a calendar year. SWBT will not be excused from payment of liquidated damages or assessments on any other grounds, except by application of the procedural threshold provided for below. Any dispute regarding whether a SWBT performance failure is excused under this paragraph will be resolved with the Commission through a dispute resolution proceeding as outlined in the General Terms and Conditions of this Agreement or, if the parties agree, through commercial arbitration with the American Arbitration Association (AAA). SWBT will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement was excused on one of the grounds set forth in this paragraph. If a Force Majeure event or other excusing event recognized in the first sentence of this section 7.1 only suspends SWBT's ability to timely perform an activity subject to performance measurement, the applicable time frame in which SWBT's compliance with the parity or benchmark criterion is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the excusing event.

7.2 In addition to the provisions set forth herein, SWBT shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure if the Commission finds such noncompliance was the result of an act or omission by a CLEC that is in bad faith, for example, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday, or unreasonably failing to timely provide forecasts to SWBT for services or facilities when such forecasts are required to reasonably provide such services or facilities.

7.3 CLEC agrees that a maximum annual cap of $98 million will apply to the aggregate total of any Tier-1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Missouri interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by SWBT pursuant to any Missouri interconnection agreement with a performance remedy plan. The annual cap will be determined by SWBT, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. In no event will the annual cap be greater than $98 million per year, or less than $76.3 million Once the annual cap is established, a monthly cap will be determined by dividing the amount of the annual cap by twelve. CLEC further acknowledges that a maximum monthly cap of $8.17 million ($98 million ÷ 12) for Tier 1 liquidated damages will apply to all performance payments made by SWBT under all SWBT Missouri interconnection agreements. To the extent in any given month the monthly cap is not reached, the subsequent month's cap will be increased by an amount equal to the unpaid portion of the previous month's cap. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 Assessments under all SWBT Missouri interconnection agreements equals or exceeds the annual cap, but SWBT has paid less than that amount due to the monthly cap, SWBT shall be required to pay an amount equal to the annual cap. In such event, Tier-1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual cap, shall be paid as a Tier 2 Assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual cap, SWBT shall be obligated to pay ONLY the actual calculated amount of damages and assessments. The annual cap shall be calculated on the first day of the month following the annual anniversary of Commission approval of the Missouri 271 Agreement, using the most recent publicly available ARMIS data. For purposes of applying the cap, the relevant calendar year shall begin on the first day of the month following the month in which the Commission approved the Missouri 271 Agreement.

7.3.1 Whenever SWBT Tier 1 payments to an individual CLEC in a given month exceed $1,000,000, or the Tier 1 payments to all CLECs in a given month exceed the monthly cap, then SWBT may commence a show cause proceeding as provided for below. Upon timely commencement of the show cause proceeding, SWBT must pay the balance of damages owed in excess of the threshold amount into escrow, to be held by a third party pending the outcome of the show cause proceeding. To invoke these escrow provisions, SWBT must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the procedural threshold. SWBT's application will be processed in an expedited manner under the General Terms and Conditions of this Agreement. SWBT will have the burden of proof to demonstrate why, under the circumstances, it would be unjust to require it to pay liquidated damages in excess of the applicable threshold amount. If SWBT reports non-compliant performance to a CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but SWBT has incurred no more than $340,000 in liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph pursuant to the General Terms and Conditions of

the M2A. In any such proceeding the CLEC will have the burden of proof to demonstrate why, under the circumstances, justice requires SWBT to pay damages in excess of the amount calculated under these enforcement terms.

7.3.2 SWBT will post on its Internet website the aggregate payments of any liquidated damages or assessments.

7.4 With respect to any interconnection agreement, SWBT and any CLEC may request two expedited dispute resolution proceedings pursuant to the two preceding paragraphs before the Commission or, if the parties agree, through commercial arbitration with the AAA; during the term of the contract without having to pay attorneys fees to the winning company. For the third proceeding and thereafter, the requesting party must pay attorneys fees, as determined by the Commission or AAA, if that party loses.

7.5 In the event the aggregate total of Tier 1 damages and Tier 2 assessments under all SWBT Missouri interconnection agreements reaches the annual cap within a given year and SWBT continues to deliver noncompliant performance during the same year to any CLEC or all CLECs, the Commission may recommend to the FCC that SWBT should cease offering in-region interLATA services to new customers.

8.0 Tier 1 Damages

Tier 1 liquidated damages apply to measures designated in Appendix 1 as High, Medium, or Low when SWBT delivers "noncompliant" performance as defined above.

8.1 Under the damages for Tier 1 measures, the number of measures that may be classified as "noncompliant" before a liquidated damage is applicable is limited to the K values shown below. The applicable K value is determined based upon the total number of measures with a sample size of 10 or greater that are required to be reported to a CLEC where a sufficient number of observations exist in the month to permit parity conclusions regarding a compliant or noncompliant condition. For any performance measurement, each disaggregated category for which there are a minimum of 10 data points constitutes one "measure" for purposes of calculating K value. The designated K value and the critical Z-value seek to balance random variation, Type 1 and Type 2 errors. Type 1 error is the mistake of charging an ILEC with a violation when it may not be acting in a discriminatory manner (that is, providing noncompliant performance). Type 2 error is the mistake of not identifying a violation when the ILEC is providing discriminatory or noncompliant performance.

8.2 Liquidated damages in the amount specified in the table below apply to all "noncompliant" measures in excess of the applicable "K" number of exempt measures. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the designation of the measure as High, Medium, or Low in Appendix 1 and the number of consecutive months for which SWBT has reported noncompliance for the measure. For those measures listed on Appendix 2 as "Measurements Subject to Per Occurrence Damages or Assessments With a Cap," the

amount of liquidated damages in a single month shall not exceed the amount listed in the table below for the "Per Measurement" category. For those measures listed in Appendix 2 as "Measurements Subject to Per Measure Damages or Assessment," liquidated damages will apply on a per measure basis, at the amounts set forth in the table below. The methodology for determining the order of exclusion, and the number of occurrences is addressed below in section 11.0, "Methods of Calculating the Liquidated Damages and Assessment Amounts."

8.3 The "K" exemption will not apply if SWBT has been non-compliant in the previous two consecutive months for the following performance measurements: PMs 1.1, 5, 13, 35, 55.1, 58, 59, 59.1, 65.1, 67, 69, 70, 73, 107 and 114. The "K" exemption will again apply when two consecutive months of compliant performance has been demonstrated.

LIQUIDATED DAMAGES TABLE FOR TIER 1 MEASURES

Per occurrence						
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
High	$150	$250	$500	$600	$700	$800
Medium	$75	$150	$300	$400	$500	$600
Low	$25	$50	$100	$200	$300	$400

Per Measure / Cap*						
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
High	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000
Medium	$10,000	$20,000	$30,000	$40,000	$50,000	$60,000
Low	$5,000	$10,000	$15,000	$20,000	$25,000	$30,000

ASSESSMENT TABLE FOR TIER 2 MEASURES

Per occurrence

Measurement Group	
High	$500
Medium	$300
Low	$200

Per Measure/Cap*

Measurement Group	
High	$75,000
Medium	$30,000
Low	$20,000

* For per occurrence with cap measures, the occurrence value is taken from the per occurrence table, subject to the per measure with cap amount.

8.4 For measures reported on an aggregate Company-wide basis, any Tier I penalty will be assessed by reference to the relative weight of the individual CLEC activity in Missouri in proportion to such activity within SWBT's service area as a whole, subject to the associated cap. The following process will calculate this payment:

1. Determine the individual CLEC market (C^M) in the SWBT states. This is equal to the sum of the resold (R^M) and UNE access lines (U^M) in the five-state region.[1]
2. The maximum assessment is then calculated for the given performance measure on the individual CLEC Market (P^M).
3. Determine the individual CLEC market in the each state (C^s).[2] The sum of each state's individual CLEC market will equal total individual CLEC market in the SWBT states. In other words, $C^{s1} + C^{s2} + C^{s3} + C^{s4} + C^{s5} = C^M$.
4. Determine the state specific proportion of the C^M.
5. Payments are then calculated for the given performance measure on each state's individual CLEC market (P^s).

The Tier I payment to be assessed in Missouri will the lesser of the calculated state payment (P^s) or the measurement cap

8.5 Tier 1 Liquidated Damages for PM 107 - " Percentage Missed Collocation Due Dates" are based on the number of days missed and are as follows:

Missed by 1-10 Days	$150 per day
Missed by 11-20 Days	$300 per day
Missed by 21-30 Days	$450 per day
Missed by 31-40 Days	$500 per day
Missed by greater than 40 days	$1000 per day

[1] The number of resale and UNE access lines (both UNE-loop and UNE-platform) are used to determine the CLEC Market share to be used for the calculation of state specific payments.

[2] This data will be equal to the number of loops or UNE equivalents from Performance Measures #37, 54, & 65.

9.0 Tier 2 Assessments to the State

9.1 Assessments payable to the Missouri State Treasury apply to the Tier 2 measures designated on Appendix 1 as High, Medium, or Low when SWBT performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the critical Z-value, the performance for the reporting category is out of parity or below standard.

Tier 2 measurements must have at least 10 observations per month to determine compliance.

9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in the Assessment Table in section 8.2 for each occurrence is payable to the Missouri State Treasury for each measure that exceeds the critical Z-value, shown in the table in section 9.3 below, for three consecutive months. For those measurements listed in Appendix 2 as measurements subject to per occurrence with a cap, an assessment as shown in the Assessment Table in section 8.2 above for each occurrence with the applicable cap is payable to the Missouri State Treasury for each measure that exceeds the critical Z-value, shown in the table below, for three consecutive months. For those Tier 2 measurements listed in Appendix 2 as subject to a per measurement assessment an assessment amount as shown in the Assessment Table in section 8.2 above is payable to the Missouri State Treasury for each measure that exceeds the critical Z-value, shown in the table below, for three consecutive months.

9.3 The following table will be used for determining the Critical Z-value for each measure, as well as the K values referred to below based on the total number of measures that are applicable to a CLEC in a particular month. The table can be extended to include CLECs with fewer performance measures. The Critical Z-value for Tier 2 will be calculated in the same manner as for Tier 1.[3]

Critical Z-Statistic Table

Number of Performance Measures	K Values	Critical Z - Value
1	0	1.65
2	0	1.96
3	0	2.12
4	0	2.23
5	0	2.32
6	0	2.39
7	0	2.44
8	1	1.69

[3] This sentence is added to clarify the manner in which critical-Z value is calculated.

9	1	1.74
10-19	1	1.79
20-29	2	1.73
30-39	3	1.68
40-49	3	1.81
50-59	4	1.75
60-69	5	1.7
70 –79	6	1.68
80 – 89	6	1.74
90 – 99	7	1.71
100 – 109	8	1.68
110 –119	9	1.7
120 – 139	10	1.72
140 – 159	12	1.68
160 – 179	13	1.69
180 – 199	14	1.7
200 – 249	17	1.7
250 – 299	20	1.7
300 – 399	26	1.7
400 – 499	32	1.7
500 – 599	38	1.72
600 – 699	44	1.72
700 – 799	49	1.73
800 – 899	55	1.75
900 – 999	60	1.77
1000 and above	Calculated for Type 1 Error Probability of 5%	Calculated for Type 1 Error Probability of 5%

9.4 For measures reported on an aggregate Company-wide basis, any Tier 2 assessment will be calculated by reference to the relative weight of CLEC activity in Missouri in proportion to such activity within SWBT's service area as a whole, subject to the associated cap. The following process will be used to calculate this payment:

1) Determine the total CLEC market (C^M) in the SWBT states. This is equal to the sum of the resold (R^M) and UNE access lines (U^M) in the five-state region.[4]
2) The maximum assessment is then calculated for the given performance measure on the total CLEC Market (P^M).
3) Determine the CLEC market in the each state (C^s).[5] The sum of each state's CLEC market will equal total CLEC market in the SWBT states. In other words,

[4] The number of resale and UNE access lines (both UNE-loop and UNE-platform) are used to determine the CLEC Market share to be used for the calculation of state specific payments.

$$C^{s1} + C^{s2} + C^{s3} + C^{s4} + C^{s5} = C^{M}$$

4) Determine the state specific proportion of the C^{M}.

5) Payments are then calculated for the given performance measure on each state's CLEC market (P^{s}).

6) The Tier 2 payment to be assessed in Missouri will the lesser of the calculated state payment (P^{s}) or the measurement cap.

10.0 General Assessments

10.1 If SWBT fails to submit performance reports by the 20th day of the month, the following assessments apply unless excused for good cause by the Commission:

If no reports are filed, $5,000 per day past due;

If incomplete reports are filed, $1,000 per day for each missing performance result.

10.2 If SWBT alters previously reported data to a CLEC, and after discussions with SWBT the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under section 7.0 titled "Exclusions Limited."

10.3 When SWBT performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State of Missouri under the terms set forth herein, SWBT shall make payment in the required amount on or before the 30th day following the due date of the performance measurement report for the month in which the obligation arose (e.g., if SWBT performance through March is such that SWBT owes liquidated damages to CLECs for March performance, or assessments to the State of Missouri for January – March performance, then those payments will be due May 20, 30 days after the April 20 due date for reporting March data). For each day after the due date that SWBT fails to pay the required amount, SWBT will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional $500 per day to the Missouri State Treasury for a past due assessment.

10.4 SWBT may not withhold payment of liquidated damages to a CLEC, for any amount up to $1,000,000 a month, unless SWBT had commenced an expedited dispute resolution proceeding on or before the payment due date, asserting one of the three permitted grounds for excusing a damages payment below the procedural threshold (Force Majeure, CLEC fault, and non-SWBT problems associated with third-party systems or equipment). In order to invoke the procedural threshold provisions allowing for escrow of damages obligations in excess of $1,000,000 to a single CLEC (or $8.17 million to all CLECs),

---

[5] The CLEC market in each state will be represented by (i.e., equal to) the number of loops or UNE equivalents from Performance Measures #37, 54, & 65.

SWBT must pay the threshold amount to the CLEC(s), pay the balance into escrow, and commence the show cause proceeding on or before the payment due date.

10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes individual CLEC data, aggregate CLEC data, and SWBT's data.

10.6 The cap provided in Section 7.3 does not apply to assessments under Section 10 of this Attachment.

10.7 SWBT agrees to provide the following whenever it reports two consecutive parity or benchmark violations on any Performance Measurement identified below, and for each succeeding consecutive violation of that Measurement.

10.8 In the event SWBT misses any Tier-2 measurement for two consecutive months, and for each succeeding violation of that measurement, SWBT shall conduct an investigation to identify the problem and take corrective action. In addition, SWBT shall post such findings and a description of corrective action on its web site.

10.9 In the event SWBT misses any Tier-1 measurement for two consecutive months, for each succeeding violation of that measurement, upon request from a CLEC, SWBT shall conduct a joint investigation with the requesting CLEC to identify and resolve the problem in a cooperative manner. Such corrective action may include additional training, allocation of additional resources, or modification of SWBT processes, to the extent appropriate.

11.0 Methods of Calculating the Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damages and assessments:

11.1 Tier 1 Liquidated Damages

11.1.1 Application of K Value Exclusions

Determine the number and type of measures with a sample size greater than 10 that are "noncompliant" for the individual CLEC for the month, applying the parity test and bench mark provisions provided for above. Sort all measures having non-compliant classification with a sample size greater than 10 in ascending order based on the number of data points or transactions used to develop the performance measurement result (e.g., service orders, collocation requests, installations, trouble reports). Exclude the first "K" measures designated Low on Appendix 1, starting with the measurement results having the fewest number of underlying data points greater than 10. If all Low measurement results with a non-compliant designation are excluded before "K" is exceeded, then the exclusion process proceeds with the Medium measurement results and thereafter the High measurement results. If all Low, Medium, and High measurements are excluded, then those measurements with sample sizes less than 10 may be excluded until "K" measures

are reached. In each category measurement results with non-compliant designation having the fewest underlying data point are then excluded until either all noncompliant measurement results are excluded or "K" measures are excluded, whichever occurs first. For the remaining non-compliant measures that are above the K number of measures, the liquidated damages per occurrence are calculated as described further below. (Application of the K value may be illustrated by an example, if the K value is 6, and there are 7 Low measures and 1 Medium and 1 High which exceed the critical Z-value, the 6 Low measures with the lowest number of service orders used to develop the performance measure are not used to calculate the liquidated damages, while the remaining 1 Low measure, 1 Medium measure, and 1 High measure which exceed the critical Z-value are used.) In applying the K value, the following qualifications apply to the general rule for excluding measures by progression from measures with lower transaction volumes to higher. A measure for which liquidated damages are calculated on a per measure basis will not be excluded in applying the K value unless the amount of liquidated damages payable for that measure is less than the amount of liquidated damages payable for each remaining measure. A measure for which liquidated damages are calculated on a per occurrence basis subject to a cap will be excluded in applying the K value whenever the cap is reached and the liquidated damages payable for the remaining noncompliant measures are greater than the amount of the cap.

11.1.2 Calculating Tier 1 Liquidated Damages

11.1.2.1 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the measure for the CLEC that would yield the critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures, calculate the value that would yield the critical Z-value by adding or subtracting the critical Z-value to the benchmark as appropriate, subject to section 4.0 and the Business Rules.).

Step 2: Calculate the percentage difference the between the actual average and the calculated average.

%diff = (Clec-result – Calculated_Value)/Calculated Value. Assuming high values indicate poor performance. The percent difference will be capped at a maximum of 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that measure.

11.1.2.2 Measures for Which the Reporting Dimensions are Percentages, Ratios or Proportions.

Step 1: Calculate the percentage for the measure for the CLEC that would yield the critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures, calculate the value that would yield the critical Z-value by adding or subtracting the critical Z-value to the benchmark as appropriate, subject to section 4.0 and the Business Rules.).

Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and the per occurrence dollar amount taken from the Liquidated Damages Table in section 8.2 to determine the applicable liquidated damages for the given month for that measure.

12.1 Tier Two Liquidated Assessments

12.1.1 Determine the Tier 2 measurement results, such as High, Medium, or Low that are noncompliant for three consecutive months for all CLECs, or individual CLEC if the measure is not reported for all CLECs and which has at least 10 data points each month..

If the noncompliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until SWBT reports performance that meets the applicable criterion. That is, Tier 2 assessments will apply on a "rolling three month" basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

12.1.2 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the measure for the CLEC that would yield the critical Z-value for the third consecutive month. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures, calculate the value that would yield the Critical Z-value by adding or subtracting the critical Z-value to the benchmark as appropriate, subject to section 4.0 and the Business Rules.).

Step 2: Calculate the percentage difference between the actual average and the calculated average for each month. The calculation is as follows:

Parity Measurements:

%diff = (actual average – calculated average)/calculated average. (high average indicates poor performance.). The percent difference will be capped at a maximum of 100%.

Benchmark measures:

%diff = (actual average – benchmark - critical Z)/actual average.

Step 3: Multiply the total number of data points each month by the percentage calculated in the previous step. Calculate the average for three months rounding to the next integer and multiply the result by $500, $300, and $200 for Measures that are designated as High, Medium, and Low respectively; to determine the applicable assessment payable to the Missouri State Treasury for that measure.

12.1.3 Measures for Which the Reporting Dimensions are Percentages, Ratios or Proportions

Step 1: Calculate the monthly percentage for the measure for the aggregate CLEC that would yield the critical Z-value for each month. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures, calculate the value that would yield the critical Z-value by adding or subtracting the critical Z-value to the benchmark as appropriate, subject to section 4.0 and the Business Rules.).

Step 2: Calculate the difference between the actual percentage for the aggregate CLEC and the calculated percentage for each of the three non-compliant months. The calculation is as follows:

Parity Measurements:

Diff = CLEC result - calculated percentage. (This formula is applicable where a high value is indicative of poor performance. The formula is reversed where high performance is indicative of good performance.)

Benchmark Measurements:

Diff = CLEC result – benchmark – critical z value (if applicable)

Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months rounding to the next integer and multiply the result by $500,

$300, and $200 for measures that are designated as High, Medium, and Low respectively; to determine the applicable assessment for that measure.

13.0 Advanced and Nascent Services

13.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, SWBT will make additional voluntary payments to the Missouri State Treasury on those measurements listed in section 14.2 below ("Qualifying Measurements"). Such additional voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three month period with respect to the following order categories:

- UNE loop and port combinations,
- resold ISDN,
- ISDN UNE loop and port combinations,
- BRI loop with test access, and
- DSL loops.

13.2 The Qualifying Measurements are as follows:

Provisioning Measurements

- PMs 29, 45, 58 - Percent SWBT Caused Missed Due Dates
- PMs 35, 46, 59 - Installation Trouble Reports Within "X" Days
- PMs 27, 43, 56 - Mean Installation Interval
- PMs 32, 49, 62 - Average Delay Days for SWBT Caused Missed Due Dates
- PM 55.1 - Average Installation Interval – DSL
- PM 57 - Average Response Time for Loop Qualification Information

Maintenance Measurements

- PMs 38, 66 - % Missed Repair Commitments
- PMs 41, 53, 69 - % Repeat Reports
- PMs 39, 52, 67 - Mean Time to Restore
- PMs 37, 54, 65 - Trouble Report Rate

13.3 The additional voluntary payments referenced in section 14.1 will be made if SWBT fails to provide parity or benchmark service for the above measurements as determined by the use of the modified Z-test and a critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

13.4 The additional voluntary payments will be calculated on the rolling average of occurrences or measurements, as appropriate, where SWBT has failed to provide parity

or benchmark performance for 3 consecutive months. If SWBT fails to provide parity or benchmark performance in Missouri for 6 or more months in a calendar year, the voluntary payments will be calculated as if all such months were missed consecutively.

13.5 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no additional voluntary payments will be made to the Missouri State treasury. However, if during this same time frame there is an average of more than 10 but less than 100 observations for a qualifying measurement on a statewide basis, then SWBT shall calculate the additional payments to the Missouri State treasury by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then trebling that amount.

13.6 Any payments made hereunder shall be subject to the annual cap set forth in section 7.3.

14.0 Attached hereto, and incorporated herein by reference, are the following Appendices:

Appendix 1: Performance Measures Subject to Tier 1 and Tier 2 Damages Identified as High, Medium, and Low

Appendix 2: Measurements Subject to Per Occurrence Damages or Assessment With a Cap and Measurements Subject to Per Measure Damages or Assessment

Appendix 3: Performance Measurement Business Rules (Version 1.7)

ATTACHMENT 11: PHYSICAL NETWORK INTERCONNECTION

This Attachment 11 describes the physical construction requirements of CLEC and SWBT for interconnection of their networks for the transmission and routing of Exchange Service and jointly provided Switched Access service, including ordering, signaling, and maintenance.

The following are noted for reference.

1.0 Compensation terms for local and intraLATA toll and facilities and trunking to provide local and intraLATA toll are set forth in the appropriate Appendix Pricing of this Agreement.

2.0 Related record-keeping and record exchange requirements are set forth in Attachments 4, 5, 9 and 10 of this Agreement.

3.0 Charges for physical network interconnection, including port, collocation, and transport (facility and trunk) will be pursuant to Attachment 6, Schedule of Prices, of this Agreement.

4.0 Interconnection provided by SWBT shall be at least equal in quality to that provided to itself or any subsidiary, affiliate or third party and is subject to the requirements of Attachment 17 of this Agreement.

5.0 Intentionally left blank.

PART A: INTERCONNECTION POINTS

1.0 SWBT shall permit CLEC to physically interconnect with SWBT at any technically feasible point, including, without limitation, tandems, end offices, designated Points of Interconnection ("POI") and customer premises (with customer premises interconnection subject to Part B, Section 1.4 of this Attachment). Nothing in this Attachment shall limit CLEC's right to interconnect with SWBT. POI means the point at which the Parties physically interconnect their networks. The POI shall serve as the point of demarcation for maintenance and provisioning responsibilities between the Parties.

*1.1 Subject to Section 1.2 below, the Parties will interconnect their network facilities at a minimum of one mutually agreeable and technically feasible Point of Interconnection (POI) in each SWBT Exchange Area in which CLEC offers local exchange service. For purposes of interconnection and inter-carrier compensation, "Exchange Area" shall be defined consistent with SWBT's Missouri retail tariffs, except that the entirety of a Metropolitan Calling Area ("MCA") shall be considered a single Exchange Area, in circumstances where CLEC establishes a POI at a SWBT local tandem located within that MCA. If CLEC establishes a POI at a SWBT local tandem located in a MCA, CLEC may, at its option, deliver to SWBT at that POI all traffic that originates and terminates within that MCA, until such time as traffic volumes between CLEC and a particular SWBT end-office within that MCA justify deployment of direct trunking. Each party will be responsible for providing necessary equipment and facilities on their side of the POI for this arrangement. If CLEC establishes collocation at an end office, any direct trunks will be provisioned over the CLEC collocation facility. A POI will be identified by street address and Vertical and Horizontal (V & H) Coordinates. This process will continue as CLEC initiates exchange service operations in additional SWBT Exchange Areas.

*1.2 If CLEC desires a single POI or multiple POIs in a LATA, SWBT agrees to provide, for the exchange of local traffic, dedicated or common transport to any other Exchange Area within the LATA requested by CLEC, or CLEC may self-provision, or use a third party's facilities. Such interconnection shall be permitted only to the extent it is technically feasible. Disagreements regarding terms and conditions to implement this paragraph will be subject to negotiation and, if necessary, resolution in accordance with the provisions of General Terms and Conditions, Section 9.5 (Formal Resolution of Disputes).

1.3 Intentionally left blank.

2.0 Intentionally left blank.

3.0 Intentionally left blank.

3.1 Intentionally left blank.

3.2 Intentionally left blank.

3.3 The Interconnection of the CLEC and SWBT networks would be designed to promote network efficiency as long as CLEC does not combine traffic in order to avoid payment of access charges for intraLATA and interLATA traffic originating by or terminating to a customer who is not a CLEC local exchange customer.

*3.4 Each Party will be responsible for providing facilities and engineering its network on its side of the IP.

*3.5 Intentionally left blank**.**

*4.0 If CLEC determines to offer local Interconnection within a SWBT area, CLEC shall provide written notice to SWBT of the need to establish Interconnection in each local exchange area. Such request shall include (i) CLEC's Switch address, type of Switch and CLLI code; (ii) CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.

5.0 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking). The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

6.0 CLEC and SWBT will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Attachment.

7.0 CLEC and SWBT shall:

7.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

7.2 Notify each other when there is any change affecting the service requested, including the due date.

PART B: INTERCONNECTION ARCHITECTURE

1.0 METHODS - The Party that is responsible to provide the transport facilities shall select one of the following interconnection methods to establish and augment such facilities in accordance with the provisions set forth in this Part B:

1.1 Interconnection by one Party at the premises of the other Party.

1.1.1 SWBT shall provide collocation to CLEC pursuant to the terms set forth in Attachment 13, Appendix Collocation, of this Agreement. CLEC may purchase such collocation at the rates, terms, and conditions set forth in this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the tariff, the Agreement shall control.

1.1.2 CLEC, at its sole discretion, may permit SWBT to utilize space and power in CLEC facilities specified by CLEC solely for the purpose of terminating I-Traffic. The terms and conditions of such arrangement shall be pursuant to Part G: Space License of this Agreement.

1.2 Leased Facilities – where the Party requesting interconnection utilizes the facilities offered by the other Party. Such leased facilities shall be provided at the rates, terms, and conditions set forth in this Agreement and consistent with applicable law.

1.3 Third Party Facilities – where the Party requesting interconnection utilizes the facilities provided by a source other than the Parties to this agreement. The Party utilizing this option shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.

1.4 Intra-building Interconnection – where both Parties have constructed broadband facilities into a building (*e.g.*, a commercial building that is not a telephone central office or a telephone central office condominium arrangement) and agree to establish a POI at such location utilizing intra-building cable. Such arrangements will be subject to mutual agreement by both Parties.

1.5 Mid-Span Fiber Interconnection – subject to mutual agreement of the Parties, interconnection of each Party's fiber cable at a location where the parties have jointly established a POI, or where each Party provides a fiber cable to the other Party's serving wire center. Unless otherwise mutually agreed, each Party shall bear its own costs to install and operate the facilities on its side of the POI.

1.5.1 The Parties will work cooperatively in the selection of compatible transmission equipment.

1.5.2 Unless the Parties otherwise mutually agree, the SONET data control channel will be disabled.

*1.5.3 Subject to Part C, Mid-Span Fiber Interconnection trunks shall be two-way.

1.6 Intentionally left blank.

1.7 Either Party may combine originating local and intraLATA toll traffic with exchange access traffic on Feature Group B and D exchange access trunks it obtains from the other Party, and report to the other Party the factors necessary for proper billing of such combined traffic.

1.8 Any other method mutually determined to be technically feasible and requested by CLEC. If the Parties cannot agree that a particular method is technically feasible, after discussion for a period of thirty consecutive days, then either Party can seek resolution of such disagreement in accordance with the dispute resolution process set forth in Section 9 of the General Terms and Conditions of this Agreement. If a technically feasible interconnection method requested by CLEC pursuant to this Section 1.8 is substantially more costly to SWBT than each of the other methods explicitly provided for in this Part B, then CLEC shall bear the additional cost of such requested interconnection method, including a reasonable profit. If the Parties cannot agree (1) that such requested method is substantially more costly to SWBT than each of the other methods explicitly provided for in this Part B or (2) to the amount of any additional costs that CLEC would bear to interconnect to SWBT using such requested method, after discussion for a period of thirty consecutive days then either Party can seek resolution of such disagreement in accordance with the dispute resolution process set forth in Section 9 of the General Terms and Conditions of this Agreement.

*1.9 The Parties shall effect an Interconnection that is efficient, fair and equitable with each party being financially responsible for approximately half of the Interconnection facilities or in any other manner that is mutually agreeable to the Parties.

1.10 With respect to facilities that carry OS/DA, 911 or mass calling, each Party is financially responsible for the delivery of its originating traffic to the other Party's terminating switch (i.e., CLEC would be solely responsible for ancillary trunks used solely for CLEC's traffic).

1.11 Intentionally left blank.

1.12 Processes:

1.12.1 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Part E Section 7 will be used in determining trunk group sizing requirements and forecasts.

1.12.2 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

1.12.3 The joint planning process/negotiations should be completed within two months of the initiation of such discussion.

2.0 TRANSITION TO NEW ARRANGEMENT – In the event the agreement includes interconnection arrangements that differ from those already employed by the Parties, the Parties will convert all existing I-Traffic, defined as local, intraLATA toll, transit, and meet point traffic, interconnection arrangements and trunks to the interconnection arrangements described in this Agreement in accordance with the following:

*2.1 Within forty five (45) days of the Effective Date of this Agreement, the Parties will mutually develop a transition plan for each LATA or local exchange area based on the terms of this Agreement, that will specify: (1) each Party's IPs; (2) to the extent known at that time, each Party's plans for deploying new interconnection facilities (e.g., build or lease); (3) the existing interconnection arrangements that will be grandfathered, if any; (4) the applicable grandfather period for each such arrangement; (5) the sequence and timeframes for the balance of the existing arrangements to be converted to the new interconnection arrangement; and (6) any special ordering and implementation procedures to be used for such conversions.

*2.2 Each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Agreement. If one Party unilaterally seeks to change the network architecture from one previously agreed to by the Parties, the Party seeking the change shall pay such conversion costs. The conversion costs will be defined as the time and materials required to complete the requested conversion.

2.3 Unless otherwise mutually agreed, the Parties will complete the conversion within one (1) year of the Effective Date of the Agreement.

2.4 If, following one (1) year after the Effective Date of the Agreement, there exists any I-Traffic trunks which (1) are not grandfathered pursuant to Section 2.1 of this Part B and (2) have not been converted to the interconnection arrangements described in this Agreement, then either Party may elect to initiate an Alternative Dispute Resolution proceeding, in accordance with the process set forth in Section 9 of General Terms and Conditions of this Agreement, to require the other party to complete such conversion.

*3.0 MEET POINT TRAFFIC - The Parties will establish separate, two-way trunk groups to carry Meet Point Traffic. The trunks will be established in GR-394-CORE format. The Parties agree that the following provisions will apply to the switching and transport of Meet Point Traffic:

*3.1 Each Party will provide to the other Party tandem switching and transport of Feature Group B and D calls from end-users who have chosen an IXC that is connected to the first Party's tandem switch.

3.2 Neither Party will charge the other for the use of its facilities; and the Parties will allocate revenues from the switched access services provided to the IXC in accordance with MECOD/MECAB guidelines.

*3.3 Such facilities will not be used by the long distance carrier to avoid access tandem charges, only to provide competition in the access tandem switching environment.

3.4 At CLEC's request, one-way Meet Point Traffic 64 Kbps CCC trunks will be established by the Parties to enable CLEC to deliver undipped 8YY traffic from CLEC Customers to the LEC SSP for dipping in the Industry Toll Free Data Base. All originating toll free service calls for which CLEC requests that SWBT perform the SSP function (e.g., perform the database query) shall be delivered to SWBT, using an agreed upon signaling format. This can be either GR-394-CORE format with Carrier Code "_____" and Circuit Code of "____" or GR-317-CORE format. Charges for dipping and transport to the IXC will be billed in accordance with MECOD/MECAB guidelines.

3.5 With respect to all CLEC 5ESS switches identified in the LERG with an OCN of 7421 (i.e., 5ESS adjunct switches to 4ESS switches), the parties will agree on a single destination in the LATA for all LEC bound translated 8YY calls (*e.g.*, the SWBT tandem that such CLEC 5ESS switch subtends). All originating Toll Free Service calls for which the end office Party performs the SSP function, if delivered to the tandem Party, shall be delivered by the end office Party using GR-394 CORE format for IXC bound calls, or using GR-317-CORE format for LEC bound calls, over a separate 64 kbps CCC Meet Point Billing Trunk Group. This trunk group can also be used for incoming IXC originated traffic destined for the CLEC end office.

3.6 In the case of Switched Access Services provided through either Party's access tandem, the Party providing the access tandem transit will have no responsibility for ensuring that the Switched Access Service customer will accept or pay for the traffic.

*3.7 The tandem Party in meet point trunking arrangements shall direct traffic received from Switched Access customers directly to the other Party's end office serving the called party where such connection exists and is available. Where no such end office connection exists or is available, traffic received from Switched Access customers in all cases shall be sent to the other Party's tandem that is subtended by such end office.

*3.8 The Parties agree to cooperate in determining the future technical feasibility of routing originating meet point billing traffic via a tandem of one Party and a tandem of the other Party for the purpose of delivering such traffic to the Switched Access customer. If such an arrangement is found to be technically feasible, the Parties will cooperate in implementing the arrangement, including the adoption of appropriate compensation terms.

3.9 The Parties will exchange SS7 signaling messages with one another, where and as available. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the end office Party, the tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.

4.0 STANDARDS – The Parties will use the following interconnection standards:

4.1 The Parties agree to establish Binary 8 Zero Substitution - Extended Super Frame ("B8ZS ESF") line protocol, where technically feasible.

4.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted. Except where multiplexing to a DS1 signal, DS3 facilities will be provisioned with C-bit parity.

4.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.

4.4 All interconnection facilities between the Parties will be sized according to mutual forecasts developed per the requirements of Part F (Forecasting) of this Agreement and sound engineering practices.

4.5 Interconnection will be provided, subject to the operations plan described in Section 2 of this Part B, utilizing either a DS1 or DS3 interface or, with the mutual agreement of the Parties, another technically feasible interface (*e.g.*, STS-1).

4.6 Electrical handoffs at the POI(s) will be DS1 or DS3 as mutually agreed to by the parties. When a DS3 handoff is agreed to by the Parties, SWBT will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

PART C: TRUNK ARRANGEMENTS

*1.0 Local and intraLATA toll and Transit Traffic trunk groups will be provisioned to carry combined local and intraLATA traffic. Unless the parties mutually agree otherwise, local and intraLATA toll and Transit Traffic trunk groups shall be two way trunks. Local, IntraLATA, local/IntraLATA, or InterLATA two-way trunk groups can be established between a CLEC switch and a SWBT Tandem or End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained.

*2.0 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The parties agree to the electronic exchange of data.

3.0 Intentionally left blank.

4.0 Transit traffic is originated by or terminated to the CLEC End User from or to other networks and not to SWBT End Users.

5.0 Intentionally left blank.

5.1 Intentionally left blank.

6.0 Intentionally left blank.

7.0 Intentionally left blank.

*8.0 All traffic received by SWBT on the direct End Office trunk group from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the SWBT End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way.

9.0 Intentionally left blank.

10.0 Two-way Meet Point Traffic trunk groups will be established, separate from local and intraLATA toll and Transit trunk groups, pursuant to Section 3 of Part B, to carry Switched Access traffic for third-party IXC customers.

11.0 Intentionally left blank.

*12.0 When SWBT has more than one Access Tandem in a local exchange area or LATA, CLEC shall establish an InterLATA trunk group to each SWBT Access Tandem where the CLEC has homed its NXX code(s). If the Access Tandems are in two different states, CLEC shall establish an InterLATA trunk group with one Access Tandem in each state.

13.0 CLEC will home its NPA-NXXs to the applicable tandem that serves the geographic area for the V&H coordinate assigned to the NXX.

14.0 Intentionally left blank.

*15.0 For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. When using an NXX over an area that is larger than what is typically assigned as the legacy SWBT rate center, the Party that owns the NXX will provide service to a specific end user with that Party's own facilities.

16.0 E911 Trunk Group

16.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which CLEC offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. Where the Parties utilize SS7 signaling and the E911 network has the appropriate technology available, only one E911 trunk group, at CLEC's option, shall be established to handle multiple NPAs within the local exchange area.

16.2 CLEC shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the point of Interconnection (POI) to the SBC-13STATE 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.

16.3 CLEC will cooperate with SWBT to promptly test all 9-1-1 trunks and facilities between CLEC's network and the SWBT 9-1-1 Tandem to assure proper functioning of 9-1-1 service. CLEC will not turn-up live traffic until successful testing is completed by both Parties.

*17.0 The Parties will work cooperatively to assure that reasonable diversity is achieved among the trunk groups between each Party's switches within each LATA or local exchange area.

18.0 Originating Feature Group B for meet point traffic delivered to either Party's tandem shall use GR-317-CORE signaling format unless the associated FGB carrier employs GR-394-CORE signaling for its FGB traffic at the serving access tandem.

19.0 Intentionally left blank.

20.0 The Parties shall deliver over any I-Traffic trunk groups groomed for a specific applicable tandem only traffic destined for those publicly-dialable NPA NXX codes served by: (1) end offices that directly subtend the applicable tandem; (2) other SWBT end offices that do not normally subtend such tandem, for which calls are routed to that end office on an alternate routing basis, if implemented by SWBT; and (3) those providers (including, but not limited to CMRS providers, other independent LECs, and CLECs) that directly connect to the applicable tandem. With respect to Subsection (2), SWBT will provide to CLEC any alternate routing plan it has developed, so that CLEC may route traffic pursuant to such plan in the event of a network failure or other service affecting event.

21.0 The Parties shall deliver over any I-Traffic trunk groups groomed for a specific end office only traffic destined for those publicly-dialable NPA NXX codes served by that end office, unless otherwise agreed to by the Parties.

22.0 The source for the routing information for all traffic, including miscellaneous calls (e.g., time, weather, 976), shall be the LERG, unless otherwise agreed to between the Parties.

23.0 The Parties shall establish either (1) if both parties agree, the capability to perform call gapping and other protective network traffic management controls; or (2) separate, choke trunk groups for the completion of calls to customers such as radio contest lines. The choke trunk group will be sized as follows:

Number of Access Lines Served	Number of Mass Calling Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

24.0 N11 codes (*e.g.*, 411, 611, 911) shall not be sent between the Parties' networks over the I-Traffic trunk groups. Where applicable (*e.g.*, 911), separate trunk groups will be established to carry traffic associated with such codes.

25.0 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective line side end users. These services are provided in Appendix Inward.

26.0 Intentionally left blank.

27.0 Intentionally left blank.

28.0 The Parties will manage interconnection trunks in accordance with the following:

28.1 Both Parties will jointly manage the capacity of Meet Point Billing Trunk Groups. Either Party may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Meet Point Billing Trunk Groups based on its capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization.

*28.2 With respect to local and intraLATA toll trunk groups, CLEC and SWBT shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups. SWBT may send a Trunk Group Service Request (TGSR) to CLEC to trigger changes to the Meet Point Billing Trunk Groups based on its capacity assessment.

28.3 Within ten (10) business days after receipt of the TGSR, the receiving Party will either issue an ASR to the other Party or will schedule a joint planning discussion to resolve and mutually agree to the disposition of the TGSR.

29.0 The Parties will implement trouble and testing procedures in accordance with the terms set forth in Part E: Network Maintenance and Management of this Agreement.

30.0 The technical and operational interfaces and procedures to be followed by the Parties are set forth in Part E: Network Maintenance and Management of this Agreement.

31.0 The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information will be provided by the Parties to each in the frequency and format set forth in Part F: Forecasting of this Agreement.

32.0 A blocking standard of one half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided Switched Access traffic between an end office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of one percent (.01).

To ensure that blocking standards are being met, SWBT agrees to provide upon a reasonable request of CLEC, the following information on all trunks, regardless of the type of traffic being transported:

32.1 the percentage of trunk groups blocked by route in SWBT's network,

32.2 traffic usage data (including, but not limited to, usage, peg and overflow counts) for each CLEC NXX subtending the SWBT tandem to determine which CLEC traffic by NXX is being blocked, and

32.3 the point(s) behind the tandem in SWBT's network where the blocking is occurring.

32.4 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at a minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

32.5 Upon a reasonable request, each Party will make available to the other, trunk group measurement reports for trunk groups terminating in the requesting Party's network. These reports will contain offered load, measured in CCS (100 call seconds), that has been adjusted to consider the effects of overflow, retrials and day-to-day variation. They will also contain overflow CCS associated with the offered load, day-to-day variation, peakedness factor, the date of the last week in the four week study period and the number of valid days of measurement. These reports shall be made available at a minimum on a semi-annual basis upon request.

33.0 The Parties agree to jointly manage the capacity of I-Traffic trunk groups by developing and implementing engineering guidelines which will encourage the economic deployment of increasingly robust and diverse interconnection between their networks. The Parties agree that these guidelines, when developed, will form the basis for creation of additional trunking.

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
I. RESALE POTS, RESALE SPECIALS AND UNES						
A. Pre-Ordering/Ordering						
1. Average Response Time For OSS Pre-Order Interfaces.	-	-	-	-	-	-
1.1 Average Response Time for Manual Loop Make-up Information (Formerly PM 57)	✓	-	-	-	X	`
1.2 Accuracy of Actual Loop Make-up Information Provide for DSL Orders	✓	-	-	-	X	`
2. Percent Response received within "X" Seconds	✓	-	-	-	X	-
3. EASE Average Response Time - Eliminated 7/12/00						
4. OSS Interface Availability	-	-	-			X
4.1 Pre-Order Backend System Database Query Availability	-	-	-	-	-	-
5. % Firm Order Confirmations (FOCs) Received Within “X” Hours	✓	-	-		X	-
5.1 % Firm Order Confirmations (FOCs) for XDSL-capable loops & Line Sharing Returned Within "x" Hours	✓	-	-		X	-
5.2 Percent Firm Order Confirmations (FOCs) Returned within "x" days on ASR requests	-	-	-	-	-	-
6. Average Time To Return FOC	-	-	-	-	-	-
6.1 Average Time to Return DSL FOC's	-	-	-	-	-	-
7. Percent Mechanized Completions Returned Within 1 Hour - Eliminated 7/12/00						
7.1 Percent Mechanized Completions Notifications Available Within one Day of Work Completion	✓	-	-	-	-	-
8. Average Time to Return Mechanized Completions - Eliminated 7/12/00						
9. Percent Rejects	-	-	-	-	-	-
10. Percent Mechanized Rejects Returned Within 1 Hour of EDI/LASR	✓	-	-	-	-	-
10.1 Percent Manual Rejects Returned Within X Hours	✓	-	-	-	-	-
10.2 Percentage of Orders that receive SWB-caused Jeopardy Notifications	-	-	-	-	-	-
11. Mean Time to Return Mechanized Rejects	-	-	-	-	-	-
11.1 Mean Time to Return Rejects that are Received Electronically via LEX or EDI	-	-	-	-	-	-
11.2 Average SWB Caused Jeopardy Notification Interval	-	-	-	-	-	-
12. Mechanized Provisioning Accuracy	✓	-	-	X		-
12.1 Percent Provisioning Accuracy for non-flow through orders	-	-	✓	-	-	-
13. Order Process Percent Flow Through	✓	-	-			X

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
13.1 Overall Percent LSR Process Flow Through	-	-	-	-	-	-
B. Billing						
14. Billing Accuracy	-	-	-	-	-	-
15. Percent of Accurate And Complete Formatted Mechanized Bills	✓	-	-	-	-	X
16. Percent Of Billing Records Transmitted Correctly	✓	-	-	-	-	-
17. Billing Completeness	✓	-	-	-	X	-
17.1 Service Order Posting	-	-	-	-	-	-
18. Billing Timeliness (Wholesale Bill)	✓	-	-	-	-	X
19. Daily Usage Feed Timeliness	-	-	-	-	-	-
20. Unbillable Usage Eliminated 7/12/00						
C. Miscellaneous Administrative						
21. LSC Average Speed Of Answer - Eliminated 7/12/00						
22. LSC Grade Of Service (GOS)	-	-	-	-	-	X
23. Percent Busy in the Local Service Center	-	-	-	X	-	-
24. LOC Average Speed Of Answer - Eliminated 7/12/00						
25. LOC Grade Of Service (GOS)	-	-	-	-	-	X
26. Percent Busy in the LOC	-	-	-	X	-	-
II. RESALE POTS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY SWBT						
A. Provisioning						
27. Mean Installation Interval	-	-	✓	-	-	X
28. Percent Installations Completed Within "X" Business Days (POTS)	-	-	-	-	-	-
29. Percent SWBT Caused Missed Due Dates	-	-	✓	-	-	X
30. Percent Company Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
31. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
32. Average Delay Days For SWBT Missed Due Dates	-	✓	-	-	-	-
33. Percent SWBT Caused Missed Due Dates greater than 30 days - Eliminated 7/12/00						
34. Count of orders canceled after the due date which were caused by SWBT - Eliminated 7/12/00						
35. Percent Trouble Reports Within 10 Days (I-10) Of Installation	-	-	✓	-	-	X

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
35.1 Percent UNE-P Trouble Reports On The Completion Date	-	-	-	-	-	-
36. Percent No Access (Trouble Reports With no Access)	-	-	-	-	-	-
B. Maintenance						
37. Trouble Report Rate	-	-	-	-	-	-
37.1 Trouble Report Rate net of installation and repeat reports	-	-	✓	-	-	X
38. Percent Missed Repair Commitments	-	-	✓	-	-	X
39. Receipt To Clear Duration	-	-	✓	-	-	X
40. Percent Out Of Service (OOS) < 24 Hours	-	✓	-	-	-	-
41. Percent Repeat Reports	-	-	✓	-	-	X
42. Percent No Access (% of Trouble reports with No Access) - Eliminated 7/12/00						
III. RESALE SPECIALS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY SWBT						
A. Provisioning						
43. Average Installation Interval	-	-	✓	-	-	X
44. Percent Installations Completed Within "X" Business Days	-	-	-	-	-	-
45. Percent SWBT Caused Missed Due Dates	-	-	✓	-	-	X
46. Percent Installation Reports (Trouble Reports) Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
47. Percent Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
48. Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
49. Delay Days For SWBT Missed Due Dates	-	✓	-	-	-	-
50. Percent SWBT Caused Missed Due Dates greater than 30 days - Eliminated 7/12/00						
51. Count of orders canceled after the due date which were caused by SWBT - Eliminated 7/12/00						
B. Maintenance						
52. Mean Time To Restore	-	-	✓	-	-	X
53. Percent Repeat Reports	-	-	✓	-	-	X
54. Failure Frequency	✓	-	-	-	-	-
IV. UNBUNDLED NETWORK ELEMENTS (UNES)						

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
A. Provisioning						
55. Average Installation Interval	-	-	-	-	-	-
55.1 Average Installation Interval - DSL	-	-	✓	-	-	X
55.2 Average Installation Interval for Loop With LNP	-	-	-	-	-	-
55.3 Percent xDSL-capable loop orders requiring the removal of load coils and or repeaters	-	-	-	-	-	-
56. Percent Installations Completed Within "X" Business Days	-	-	-	-	-	-
56.1 Percent installations completed within the customer requested due date for LNP with loop	-	-	✓	-	-	X
57. Moved to PM 1.1						
58. Percent SWBT Caused Missed Due Dates	-	-	✓	-	-	X
59. Percent Installation Reports (Trouble Reports) Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
60. Percent Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
61. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
62. Average Delay Days For SWBT Missed Due Dates	-	✓	-	-	-	-
63. Percent SWBT Caused Missed Due Dates greater than 30 days	-	-	-	-	-	-
64. Count of orders canceled after the due date which were caused by SWBT - Eliminated 7/12/00						
B. Maintenance						
65. Trouble Report Rate	-	-	-	-	-	-
65.1 Trouble Report Rate net of installation and repeat reports	-	-	✓	-	-	X

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
66. Percent Missed Repair Commitments	-	-	✓	-	-	X
67. Mean Time To Restore	-	-	✓	-	-	X
68. Percent Out Of Service (OOS) < "X" Hours - Eliminated 7/12/00						
69. Percent Repeat Reports	-	-	✓	-	-	X
V. INTERCONNECTION TRUNKS						
70. Percent Trunk Blockage	-	-	✓	-	-	X
70.1 Trunk Blockage Exclusions	-	-	-	-	-	-
71. Common Transport Trunk Blockage	-	-	-	-	-	X
72. Distribution Of Common Transport Trunk Groups Exceeding 2%	-	-	-	-	-	-
73. Percentage of installations completed within the customer desired due date	-	-	✓	-	-	X
73.1 Percentage Held Interconnection Trunks	-	✓	-	X	-	-
74. Average Delay Days For Missed Due Dates - Interconnection Trunks	✓	-	-	-	-	-
75. Percent SWBT Caused Missed Due Dates greater than 30 days - Eliminated 7/12/00						
76. Average Trunk Restoration Interval	✓	-	-	-	-	-
77. Average Trunk Restoration Interval for Service Affecting Trunk Groups	-	-	✓	-	-	X
78. Average Interconnection Trunk Installation Interval - Eliminated 7/12/00						
VI. DIRECTORY ASSISTANCE (DA) AND OPERATOR SERVICES (OS)						
79. Directory Assistance Grade Of Service - Eliminated 7/12/00						
80. Directory Assistance Average Speed Of Answer	-	-	-	X	-	-
81. Operator Services Grade Of Service - Eliminated 7/12/00						
82. Operator Services Average Speed Of Answer	-	-	-	X	-	-
83. Percent Calls Abandoned - Eliminated 7/12/00						
84. Percent Calls Deflected - Eliminated 7/12/00						
85. Average Work Time - Eliminated 7/12/00						
86. Non-Call Busy Work Volumes - Eliminated 7/12/00						
VII INTERIM NUMBER PORTABILITY (INP)						

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
87. % Installation Completed Within "x" (3, 7, 10) Business Days - Eliminated 7/12/00						
88. Average INP Installation Interval - Eliminated 7/12/00						
89. Percent INP I-Reports Within 30 Days - Eliminated 7/12/00						
90. Percent Missed Due Dates - Eliminated 7/12/00						
VIII LOCAL NUMBER PORTABILITY (LNP)						
91. Percent LNP Due Dates within Industry Guide Lines	-	-	-	-	-	-
92. Percent of time the old service Provider Releases Subscription prior to the expiration of the second 9 hour timer	-	-	-	-	-	-
93. Percent of customer account restructured prior to LNP Due Dates	✓	-	-	-	-	-
94. Percent FOCs received within "X": hours - Eliminated 7/12/00						
95. Average Response time for Non-mechanized Rejects returned with complete and accurate codes - Eliminated 7/12/00						
96. Percent premature Disconnects for Stand Alone LNP Orders	-	-	✓	-	-	X
97. Percent of Time SWBT applies the 10-digit trigger prior to the LNP Order Due date.	-	-	✓	-	-	X

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
98. Percent LNP I-Reports in 10 days	-	-	✓	-	-	X
99. Average Delay Days for SWBT Missed Due Dates.	-	✓	-	-	X	-
100. Average Time of out of service for LNP conversions	-	-	-	-	-	-
101. Percent Out of Service < 60 Minutes	-	-	✓	-	-	X
VIII. 911						
102. Average Time To Clear Errors	✓	-	-	-	-	-
103. % accuracy for 911 database updates	✓	-	-	-	-	-
104. Average Time Required to Update 911 Database (Facility Based Providers)	✓	-	-	-	-	-
104.1 The Average Time it takes to unlock the 911 record	-	-	-	-	-	-
IX. POLES, CONDUIT AND RIGHTS OF WAY						
105. % of requests processed within 35 days	✓	-	-	-	-	-
106. Average Days Required to Process a Request	-	-	-	-	-	-
X. COLLOCATION						
107. % Missed Collocation Due Dates	-	-	✓	-	-	X
108. Average Delay Days For SWBT Missed Due Dates	✓	-	-	-	-	-
109. % of requests processed within ***the tariffed timelines***	✓	-	-	-	-	-
XI. DIRECTORY ASSISTANCE DATABASE						
110. % of updates completed into the DA Database within 72 Hours for facility based CLECs	✓	-	-	-	-	-
111. Average Update Interval for DA database for facility based CLECs	✓	-	-	-	-	-
112. % DA Database Accuracy For Manual Updates	✓	-	-	-	-	-
113. % of electronic updates that flow through the DSR process without manual intervention	✓	-	-	-	-	-

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
XII. COORDINATED CONVERSIONS						
114. % Pre-mature disconnects (Coordinated Cutovers)	-	-	✓	-	-	X
114.1 CHC/FDT LNP with Loop Provisioning Interval	-	-	-	-	-	-
115. % SWBT caused delayed Coordinated Cutovers	-	-	-	-	-	-
115.1 Mean Time To Restore - Provisioning Trouble Report (PTR)	-	-	-	-	-	-
116. % Missed mechanized INP conversions - Eliminated 7/12/00						
XIII. NXX						
117. % NXXs loaded and tested prior to the LERG effective date	-	-	✓	-	-	X
118. Average Delay Days for NXX loading and testing	✓	-	-	-	-	-
119. Mean Time to Repair - Eliminated 7/12/00						
XIV. BONA FIDE REQUEST PROCESS (BFRs)						
120. % of requests processed within 45 business days	-	-	-	-	-	-
121. % Quotes Provided for Authorized BFRs within 30 business days	-	-	✓	-	-	X
122. Eliminated 7/12/00						
123. Percent of timely and compliant change management notices	-	-	-	-	-	-
124. Timely resolution of significant software failures related with releases	-	-	✓	-	-	X
Total	**29**	**6**	**33**	**6**	**7**	**39**

PART D: SIGNALING AND SIGNALING SYSTEM 7 (SS7) NETWORK INTERCONNECTION

1.0 The Parties will Interconnect their networks using SS7 signaling as defined in GR-000317-CORE and GR-000394-CORE including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for CCS-based features in the Interconnection of their networks. Each Party may establish CCS interconnections either directly and/or through a Third Party. If CCS interconnection is established through a Third Party, the rates, terms, and conditions of the Parties' respective tariffs will apply. If CLEC requests that CCS interconnection is established directly between CLEC and SBC-SWBT, then the Parties will meet to negotiate the rates, terms, and conditions.

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

APPENDIX 2

MEASUREMENTS SUBJECT TO PER OCCURRENCE DAMAGES OR ASSESSMENT WITH A CAP

Measurements That Are Subject To Per Occurrence Damages Or Assessment With A Cap

1 Average Responses time for OSS Preorder Interfaces (1) (Tier-1 – None, Tier-2 –None)
2 Percent Response received within "X" Seconds (2) (Tier-1 - Low, Tier-2 - Med.)
3 % Firm Order Confirmations (FOCs) Received Within "X" Hours (5) (Tier-1 - Low, Tier-2 – Med.)
4 Order Process Percent Flow Through (13) (Tier-1 - Low, Tier-2 - High)
5 Percent Mechanized Completions Returned Within 1 Hour (7)(Eliminated 7/12/00)
6 Mechanized Provisioning Accuracy (12) (Tier-1 - Low, Tier-2 - Low)
7 Percent of Accurate And Complete Formatted Mechanized Bills (15) (Tier-1 - Low, Tier-2 – High)
8 Percent Of Billing Records Transmitted Correctly (16) (Tier-1 – Low,)
9 Billing Completeness (17) (Tier-1 – Low, Tier-2 - Med.)
10 Billing Timeliness (Wholesale Bill) (18) (Tier-1 - Low, Tier-2 – High)
11 Percent Trunk Blockage (70) (Tier-1 – High, Tier-2 - High)
12 Directory Assistance Average Speed Of Answer (80) (Tier-1 – None, Tier-2 – Low)
13 Operator Services Average Speed Of Answer (82) (Tier-1 – None, Tier-2 – Low)

Measurements That Are Subject To Per Measure Damages Or Assessment

1 % NXXs loaded and tested prior to the LERG effective date (117) (Tier-1 - High, Tier-2 - High)
2 Average Delay Days for NXX Loading and Testing (118) (Tier 1 – High)
3 % Quotes Provided for Authorized BFRs within 30 business days (121) (Tier-1 - High, Tier-2 - High)
4 LSC Grade Of Service (GOS) (22)) (Tier-2 – High)
5 Percent Busy in the Local Service Center (23) (Tier-2 - Low)
6 LOC Grade Of Service (GOS) (25) (Tier-2 – High)
7 Percent Busy in the LOC (26) (Assessment Only) (Tier-2 - Low)
8 Common Transport Trunk Blockage (71) (Tier-2 - High)
9 OSS Interface Availability (4) (Tier-2 – High)

PART E: NETWORK MAINTENANCE AND MANAGEMENT

1.0 The Parties will work cooperatively to install and maintain a reliable network. CLEC and SWBT will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion.

2.0 Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other or any third parties connected with or involved directly in the network of the other.

3.0 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by SWBT hereunder, SWBT will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by SWBT to itself or any subsidiary, Affiliate or any other carrier whose network is connected to that of SWBT. CLEC and SWBT may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

4.0 Notice of Changes Section 251(c)(5)

If SWBT makes a change in the information necessary for the transmission and routing of services using SWBT's network, or any other change in its network which it believes will materially affect the interoperability of its network with CLEC's network, SWBT shall provide at least ninety (90) days advance written notice of such change to CLEC, and shall use all reasonable efforts to provide at least one hundred eighty (180) days notice where practicable; provided, however, that if a longer period of notice is required by the FCC's or Commission's rules, including, e.g., the Network Disclosure rules set forth in the FCC Regulations, SWBT will comply with such rules. This Agreement is not intended to limit SWBT's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with SWBT's obligations to CLEC under the terms of this Agreement.

5.0 Joint Network Implementation and Grooming Process

CLEC and SWBT shall jointly develop an implementation and grooming process which shall define and detail, among other things,

(a) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

(b) disaster recovery provision escalations;

*(c) migration from one-way to two-way or two-way to one way, as the case may be, Interconnection Trunks in accordance with Part C;

(d) the procedures to govern any CLEC request for information concerning available SWBT network facilities;

(e) additional technically feasible and geographically relevant IPs or methods of Interconnection; and

(f) such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

6.0 Installation, Maintenance, Testing and Repair

Interconnection shall be equal in quality to that provided by SWBT to itself or any subsidiary, Affiliate, or third party. For purposes of this section, "equal in quality" means the same or equivalent interface specifications, provisioning, installation, maintenance, testing and repair intervals for the same or equivalent services. If SWBT is at any time unable to fulfill its obligations under this Section 6, it shall notify CLEC of its inability to do so and will negotiate alternative intervals in good faith. SWBT shall provide CLEC with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all services, including Interconnection, provided to CLEC under this Agreement that it currently provides for the maintenance of its own network. SWBT shall provide CLEC at least sixty (60) days' advance notice of any scheduled maintenance activity that may impact CLEC's Customers. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, major equipment replacements and cable rolls. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed, and estimated number of work-hours for completion.

6.1 Each Party will be expected to provide sufficient cooperative testing resources to ensure proper provisioning, including the ability to confirm that CLEC LERG-assigned NPA NXX codes have been opened, translated and routed accurately in all appropriate SWBT switches. A mutually agreed to test calling plan shall be conducted to ensure successful completion of originating and terminating calls.

6.2 The Parties will coordinate continuity testing to ensure that signals are passed for access and egress.

7.0 Trunk Servicing

7.1 Orders from one of the Parties to the other to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR) (or other industry standard form, agreed to by the Parties) for local service ordering, transmitted using an electronic ordering interface. Each Party will issue ASRs for the trunks groups for which it has order control. The Parties agree that neither Party shall alter trunk sizing without first conferring, through the TGSR, ASR or other means, with the other Party.

7.2 Both Parties will manage the capacity of local interconnection trunk groups. SWBT will issue an ASR to CLEC to trigger changes SWBT desires to the SWBT originating interconnection trunk groups based on SWBT's capacity assessment. CLEC will issue an ASR to SWBT to trigger changes CLEC desires to the CLEC originating interconnection trunk groups based on CLEC's capacity assessment.

7.2.1 Either Party may issue a Trunk Group Service Request (TGSR) to the other Party to trigger changes it desires to the other Party's local interconnection trunk groups, for which the other Party has order control, based on its capacity assessment. Within ten (10) business days after the receipt of the TGSR, the receiving Party will either issue an ASR to the other Party or will schedule a joint planning discussion to resolve and mutually agree to the disposition of the TGSR.

7.2.2 The Party submitting an ASR will provide complete and accurate tie down inventory assignments, in typical industry bay, panel and jack format, or in such other format as the Parties agree, on each order. Additional tie down information, such as span information, may be required when applicable.

7.2.3 The Parties will prepare ASRs and TGSRs pursuant to the Industry Standard Guidelines of the OBF. When submitting an ASR, SWBT will identify CLEC's end office or virtual end office in the SECLOC field of the ASR form.

7.2.4 The Party provisioning the ASR will assign to the requesting Party a location code expressed in CLLI code format that will appear in the Access Customer Terminal Location Field of the ASR.

7.3 The standard interval used for the provisioning of additions to local interconnection trunk groups shall be no greater than twenty (20) business days, from the receipt of a properly completed ASR, for orders of fewer than ninety-six (96) DS-0 trunks. Other orders shall be determined on an individual case basis. SWBT remains open to consider expedited installation intervals, upon request by CLEC.

7.3.1 The only action for failure to meet any performance standards are contained in Appendix Performance Measures.

7.4 If CLEC is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, CLEC will endeavor to provide a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. Any CLEC requests for a service due date change that is more than thirty (30) calendar days beyond the original service due date will be subject to the agreement of both Parties. Should agreement not be reached on the new due date, the ASR shall be considered cancelled.

7.5 Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. If orders that are component pieces of a major project are submitted after project implementation has been jointly planned and coordinated, they shall be submitted with a major project reference. Major projects are those that require the coordination and execution of multiple orders or related activities between and among SWBT and CLEC work groups, including, but not limited to, the initial establishment of local interconnection or meet point trunk groups, extending service into a new area, NXX code moves, facility grooming, or network rearrangements. Several orders submitted at one time may not be classified as a major project hereunder without the consent of the submitting Party. Each Party will identify a single point of contact that will be responsible for overall coordination and management of a major project through an agreed completion point.

7.6 As provided herein, CLEC and SWBT agree to exchange escalation lists which reflect contact personnel including vice president-level officers. These lists shall include name, department, title, phone number, and fax number for each person. CLEC and SWBT agree to exchange an up-to-date list promptly following changes in personnel or information.

8.0 Network Management

8.1 Protective Protocols -- Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. CLEC and SWBT will immediately notify each other of any protective control action planned or executed.

8.2 Expansive Protocols -- Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

8.3 Mass Calling – CLEC and SWBT shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

9.0 Interference or Impairment

In a blocking final situation, a TGSR will be issued by SWBT when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR, and upon review and in response to the TGSR received. CLEC will place a "Y" in the Expedite Field and "Blocking" in the Remarks Section of the ASR.

TABLE OF CONTENTS
PERFORMANCE MEASURES

APPENDIX
PERFORMANCE MEASUREMENTS BUSINESS RULES (VERSION 1.7)
RESALE POTS, RESALE SPECIALS AND UNES

Pre-Ordering/Ordering

1. Measurement

Average Response Time For OSS Pre-Order Interfaces

Definition:

The average response time in seconds from the SWBT side of the Remote Access Facility (RAF) and return for pre-order interfaces (Verigate, DataGate/EDI/CORBA) by function.

Exclusions:

- None

Business Rules:

The clock starts on the date/time when the request is received by SWBT, and the clock stops on the date/time when SWBT has completed the transmission of the response to the CLEC. Timestamps are taken at the DataGate and Verigate servers and do not include transmission time through the LRAF**.** Response time is accumulated for each major query type, and then divided by the associated total number of queries received by SWBT during the reporting period. The response time is measured only within the published hours of interface availability. Published hours of interface availability are documented on the CLEC web site. (SWBT will not schedule system maintenance during normal business hours (8:00 a.m. to 5:30 p.m. Monday through Friday). If the CLEC accesses SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time.

For the protocol translation response times, start and end times are as follows:
EDI input time starts at the time the CLEC successfully connects to the EDI Interactive Agent and the end time is when the connection is made to DataGate for processing. EDI output time starts when the response message is received from DataGate and the end time is when the message is sent to the CLEC. CORBA input time starts at the time the message is received by the CORBA interface and the end time is when the connection is made to DataGate for processing. CORBA output time starts when the response message is received from DataGate and the end time is when the message is sent to the CLEC.

Levels of Disaggregation:

Address Verification

- Request For Telephone Number
- Request For Summary Customer Service Record (CSR) < = 30 WTNs (Also broken down for Lines as required for DIDs).
- Request For Summary Customer Service Record (CSR) > 30 WTNs (Also broken down for Lines as required for DIDs).
- Request for Detailed Customer Service Request (CSR)
- Service Availability
- Service Appointment Scheduling (Due Date)
- Dispatch Required
- PIC
- Actual Loop Makeup Information requested - actual data returned
- Actual Loop Makeup Information requested - design data returned
- Design Loop Makeup Information requested - design data returned
- Protocol translation time – EDI input messages
- Protocol translation time – EDI output messages
- Protocol translation time – CORBA input messages
- Protocol translation time – CORBA output messages

Calculation:	Report Structure:
Σ[(Query Response Date & Time) - (Query Submission Date & Time)] ÷ (Number of Queries Submitted in Reporting Period)	Reported on a CLEC, all CLECs, and SWBT affiliate where applicable (or SWBT acting on behalf of its' affiliate) for DataGate /EDI/CORBA and Verigate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Benchmarks for summary CSR applies to < = 30 WTNs. Benchmarks for Loop Makeup Information are interim until all parties agree that sufficient data is available to set final benchmarks Critical z-value does not apply

Measurement	DataGate/EDI/CORBA/	Verigate
Address Verification	4.7 seconds	4.7 seconds
Request For Telephone Number	4.5 seconds	4.5 seconds
Request For Customer Service Record (CSR)	6.6 seconds	6.6 seconds

Service Availability	6.6 seconds	6.6 seconds
Service Appointment Scheduling (Due Date)	1.0 second	1.0 second
Dispatch Required	12.6 seconds	12.6 seconds
PIC	19.1 seconds	19.1 seconds
Actual Loop Makeup Information requested – actual data returned	12.6 seconds	12.6 seconds
Actual Loop Makeup Information requested – design data returned	23 seconds	23 seconds
Design Loop Makeup Information requested – design data returned	10 seconds	10 seconds
Protocol translation time - EDI input messages	Diagnostic	Not Applicable
Protocol translation time - EDI output messages	Diagnostic	Not Applicable
Protocol Translation Time – CORBA input messages	Diagnostic	Not Applicable
Protocol Translation Time – CORBA output messages	Diagnostic	Not Applicable

1.1. Measurement (Formerly PM 57)

Average Response Time for Manual Loop Make-Up Information

Definition:

The average time required to provide manual loop qualification for xDSL capable loops measured in business days.

Exclusions:

- Manual requests for Loop Makeup Information not initiated by the CLEC; however, manual requests initiated by the LSC as part of the ordering process when no mechanized loop qualification data is available will be included.

Business Rules:

For a DataGate/EDI/CORBA or Verigate initiated request, the start date and time is when the request is received in the Loop Qual System. The end date and time for the DataGate/EDI/CORBA or Verigate request is when the loop makeup information has either has been e-mailed back to the CLEC or, if the CLEC does not want email, is available in the Loop Qual System.

For manual requests for Loop Makeup Information initiated by the LSC as part of the ordering process, the start date and time is the receipt date and time of the good LSR. The end date and time is when the loop makeup information is available in the Loop Qual System.

SWBT will provide raw data to CLECS in an agreed to format, on a monthly basis, without the need for a request from a CLEC, until such time as both parties agree it is no longer necessary.

Levels of Disaggregation:

- None

Calculation:	Report Structure:
∑(Date and Time the Loop Qualification is made available to CLEC – Date and Time the CLEC request is received)/Total number of loop qualifications	By CLEC, All CLECs and SWBT or its affiliates (or SWBT acting on behalf of its' affiliate).

Measurement Type:

Tier 1 – Low
Tier 2 – Medium

Benchmark:

3 business days, Critical z-value applies.

1.2 Measurement (New Measure)

Accuracy of Actual Loop Makeup Information Provided for DSL Orders

Definition:

The percent of accurate DSL actual Loop Makeup Information provided to the CLEC.

Exclusions:

None

Business Rules:

This measurement tracks accuracy of the loop makeup information provided to the CLEC. It compares reported loop makeup information to actual loop makeup information on the loop provided to the CLEC, and it captures both the clerical error and underlying data error.

Levels of Disaggregation:

- DSL actual Loop Makeup Information provided manually
- DSL actual Loop Makeup Information provided electronically

Calculation:	Report Structure:
(# of orders for which Loop makeup information provided by SWBT is identical to engineering work confirmation/DLR ÷ total actual Loop Makeup Information responses) * 100	Reported on a CLEC, all CLECs, SWBT DSL affiliate, and SWBT DSL Retail basis by interface for EDI, DATAGATE, VERIGATE, or manually, depending on method of provision of actual loop makeup information.

Measurement Type:

Tier 1 – Low
Tier 2 – Medium

Benchmark:

95% accurate for each level of disaggregation, or parity with SWBT DSL Retail, SWBT DSL Affiliate, or other CLECs, whichever is higher.

2. Measurement

Percent Responses Received within "X" seconds – OSS Interfaces

Definition:

The percent of responses completed in "x" seconds for pre-order interfaces (Verigate and DataGate/EDI/CORBA,)by function.

Exclusions:

- None

Business Rules:

See Measurement No. 1

Levels of Disaggregation:

See Measurement No. 1

Calculation:	Report Structure:
(# of responses within each time interval ÷ total responses) * 100	Reported on a CLEC, all CLECs, and SWBT affiliate where applicable (or SWBT acting on behalf of its' affiliate), by interface.

Measurement Type:

Tier 1 – Low
Tier 2 – Medium

Benchmark:

Benchmarks for summary CSR applies to < = 30 WTNs. Benchmarks for Loop Makeup Information are interim until parties agree that sufficient data is available to set final benchmarks. No damages will apply for Loop Makeup Information until final benchmarks are set. Critical z-value does not apply.

Measurement	DataGate/EDI/CORBA	Verigate
Address Verification	90% in = 8.0 seconds 95% in = 12.0 seconds	80% in = 5.0 seconds 90% in = 7.0 seconds
Request For Telephone Number	90% in = 7.0 seconds 95% in = 9.5 seconds	80% in = 4.0 seconds 90% in = 6.0 seconds
Request For Customer Service Record (CSR)	90% in = 8.0 seconds 95% in = 13 seconds	80% in = 7.0 seconds 90% in = 10.0 seconds
Service Availability	90% in = 12.0 seconds 95% in = 16.0 seconds	80% in = 11.0 seconds 90% in = 13.0 seconds
Service Appointment Scheduling (Due Date)	90% in = 1 seconds 95% in = 2.0 seconds	80% in = 2.0 seconds 90% in = 3.0 seconds
Dispatch Required	90% in = 15.0 seconds 95% in = 25.0 seconds	80% in = 17.0 seconds 90% in = 19.0 seconds
PIC	90% in = 27.0seconds 95% in = 41.0 seconds	80% in = 25.0 seconds 90% in = 27.0 seconds

Actual Loop Makeup Information requested – actual data returned	90% in = 15.0 seconds 95% in = 25.0 seconds	80% in = 17.0 seconds 90% in = 19.0 seconds
Actual Loop Makeup Information requested – design data returned	90% in = 25.0 seconds 95% in = 35.0 seconds	80% in = 27.0 seconds 90% in = 29.0 seconds
Design Loop Makeup Information requested – design data returned	90% in = 11.9 seconds 95% in = 20.0 seconds	80% in = 13.5 seconds 90% in = 15.0 seconds
Protocol Translation Time – EDI input message	90% in = Diagnostic 95% in = Diagnostic	Not Applicable
Protocol Translation Time – EDI output message	90% in = Diagnostic 95% in = Diagnostic	Not Applicable
Protocol Translation Time – CORBA input message	90% in = Diagnostic 95% in = Diagnostic	Not Applicable
Protocol Translation Time – CORBA input message	90% in = Diagnostic 95% in = Diagnostic	Not Applicable

PM 3 WAS ELIMINATED WITH THE 6 MONTH REVIEW – EFFECTIVE 7/12/00

4. Measurement

OSS Interface Availability

Definition:

Percent of time OSS interface is available compared to scheduled availability.

Exclusions:

- None

Business Rules:

The total "number of hours functionality to be available" is the cumulative number of hours (by date and time on a 24 hour clock) over which SWBT plans to offer and support CLEC access to SWBT's operational support systems (OSS) functionality during the reporting period. "Hours Functionality is Available" is the actual number of hours, during scheduled available time, that the SWBT interface is capable of accepting or receiving CLEC transactions or data files. The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the "Percent system availability" measure. SWBT will not schedule normal maintenance during OSS Hours of availability as posted on the CLEC web site unless otherwise notified via an accessible letter. SWBT will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. Monday through Friday). When interfaces experience partial unavailability, an availability factor is applied to the calculation of downtime. This factor is stated as a percentage and represents the impact to the CLEC. Determination of the availability factor is governed by SWBT's Availability Team on a case by case basis. Disputes related to application of the availability factor may be presented to the Commission. Whenever an interface experiences complete unavailability to a CLEC, the full duration of the unavailability will be counted, to the nearest minute, and no availability factor will be applied. SWBT shall calculate the availability time rounded to the nearest minute.

Levels of Disaggregation:

- EASE reported for Consumer and Business
- EDI reported by protocol (SSL3, FTP, NDM, VAN)
- EDI/CORBA for Pre-order
- DataGate
- Verigate
- LEX
- RAF – By CLEC
- TOOLBAR
- Order Status
- Trouble Administration
- Provisioning Order Status
- Solid GUI (Diagnostic)

Calculation:	Report Structure:
[(Hours functionality is available during the scheduled available hours) ÷ Scheduled system available hours)] * 100	Reported on an aggregate CLEC basis by interface. The RAF will be reported on an individual CLEC basis.

Measurement Type:
Tier 1 – None Tier 2 – High
Benchmark:
99.5%. The critical z allowance does not apply on this measurement. No damages are applicable for Solid GUI. This will be reviewed in 6 months

4.1 Measurement (NEW MEASURE)

Pre-Order Backend System Database Query Availability

Definition:

Percent of time backend systems used for pre-order are available compared to scheduled availability.

Exclusions:

- None

Business Rules:

The total "number of hours functionality to be available" is the cumulative number of hours (by date and time on a 24 hour clock) over which SWBT plans to offer and support CLEC access to SWBT's backend systems used for pre-order functionality during the reporting period. "Hours Functionality is Available" is the actual number of hours, during scheduled available time, that the backend systems are capable of providing pre-order responses to CLEC queries. The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the "Percent system availability" measure. SWBT will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. Monday through Friday). When a backend system experiences partial unavailability, an availability factor is applied to the calculation of downtime. This factor is stated as a percentage and represents the impact to the CLEC. Determination of the availability factor is governed by SWBT's Availability Team on a case by case basis. Disputes related to application of the availability factor may be presented to the Commission. Whenever a backend system experiences complete unavailability to a CLEC, the full duration of the unavailability will be counted, to the nearest minute, and no availability factor will be applied. SWBT shall calculate the availability time rounded to the nearest minute.

Levels of Disaggregation:

Wholesale and Retail Impacts Identified for:

- Address Verification (South PREMIS – Texas Only)
- Request For Telephone Number (South PREMIS – Texas Only)
- PIC (South PREMIS – Texas Only)
- Request For Summary Customer Service Record (3 Texas Regions of CRIS)
- Service Availability (3 Texas Regions of CRIS)
- CLLI (3 Texas Regions of CRIS)
- Due Date (3 Texas Regions of SORD)
- Dispatch Required (South LFACS – Texas Only)
- Loop Makeup Information (LoopQual)

Calculation:	Report Structure:
[(Hours functionality is available during the scheduled available hours) ÷ Scheduled system available hours)] * 100	Reported on a SWBT and aggregate CLEC basis by backend system.

Measurement Type:
Tier 1 – None Tier 2 – None
Benchmark:
Diagnostic.

5. Measurement:

Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests.

Definition:

Percent of FOCs returned to the CLEC within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.

Exclusions:

- Rejected (manual and electronic) LSRs.
- SWBT only Disconnect orders.
- Services ordered out of the Access Tariff
- XDSL orders (See PM 5.1)
- Interconnection Orders (See PM 5.2)
- Unbundled Dedicated Transport Orders (See PM 5.2)

Business Rules:

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m, excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. For LSRs received electronically requiring no manual intervention by the LSC, the OSS hours of operation will be used in lieu of the LSC hours of operation (i.e., actual OSS processing time outside of LSC hours will not be excluded in calculating the interval). The returned confirmation to the CLEC will establish the actual end date/time. Provisions are established within the DSS reporting systems to accommodate situations when the LSC works holidays, weekends, and when requests are received outside normal working hours. For UNE Loop and Port combinations, orders requiring N, C, and D orders; the FOC is sent back at the time the last order that establishes service is distributed.

All UNE P orders are categorized as Simple or Complex in the same manner as Retail or Resale orders are categorized. All orders that flow through EASE are categorized as Simple and all orders that do not flow through EASE are categorized as Complex.

A Mechanized Business Ordering system (MBOS) document is also required for engineering of trunks that must take place prior to the request being worked. Depending on the changes being made, the due dates for the restructure could be the same day or next day for simple changes. Complex accounts needing an MBOS

could require approximately 5 days to restructure.
The MBOS form must be initiated by the LSC service representative with information from the LSR for services such as Centrex, DIDs, Plexar I, Package II, Plexar II Basic, Plexar Custom Basic, and PRI services such as Smart Trunks, Select Video, etc. Once the MBOS form is completed, the LSC service representative must release it to the other involved departments for review and determination of the design information and to determine the necessary steps to provide the services. This may involve review of TN number availability, design circuit provisioning, translations requirements, etc. to determine the service availability and due date. Depending on the service and complexity of the request, the return of the MBOS could be 3-5 days. Therefore, the FOC is to be negotiated for any services that require an MBOS.

If the CLEC accesses SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time.

LEX/EDI

For LEX and EDI originated LSRs, the start date and time is the receive date and time that is automatically recorded by the interface (EDI or LEX) with the system date and time. The end date and time is recorded by the interface (EDI or LEX) and reflects the actual date and time the FOC is available to the CLEC. For LSRs where FOC times are negotiated with the CLEC, the ITRAK entry on the SORD service order is used in the calculation.

VERBAL or MANUAL REQUESTS

Manual service order requests are those initiated by the CLEC either by telephone, fax, or other manual methods (i.e. courier). The fax receipt date and time is recorded and input on the SM-FID on each service order in SORD for each FOC opportunity. The end time is the actual date and time that a successful attempt to send a paper fax, is made back to the CLEC. If a CLEC does not require a paper fax the FOC information is provided over the phone. In these instances, the order distribution time is used as the FOC end date and time. If a CLEC chooses to receive their FOCs via the Website, the end time is the date and time the FOC is loaded to the Website. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

Levels of Disaggregation:

Manually submitted:

- Simple Res. And Bus. < 24 Hours
- Complex Business (1-200 Lines) < 24 Hours
- Complex Business (>200 Lines)< 48 Hours
- MBOS related services (Centrex, Plexar I Pkg II, Plexar II, Plexar Custom Basic, and DID Trunks (1-200 lines) = negotiated
- UNE Loop (1-49 Loops) < 24 Hours
- UNE Loop (> 49 Loops) < 48 Hours
- Switch Ports < 24 Hours
- Simple Res. And Bus. LNP Only (1-19 Lines) < 24 Hours
- Simple Residence and Business LNP Only (20+ Lines) < 48 Hours
- LNP with Loop (1-19 Loops) < 24 Hours
- LNP with Loop (20+ Loops) < 48 Hours
- LNP Complex Business (1-19 Lines) < 24 Hours
- LNP Complex Business (20-50 Lines) < 48 Hours
- LNP Complex Business (50+ Lines) < Negotiated with Notification of Timeframe within 24 Hours

Electronically submitted via LEX or EDI:

- Simple Res. And Bus. < 5 Hours
- Complex Business (1-200 Lines)< 24 Hours
- Complex Business (>200 Lines) < 48 Hours
- MBOS related services (Centrex, Plexar I Pkg II, Plexar II, Plexar Custom Basic, and DID Trunks (1-200 lines) = negotiated
- UNE Loop (1-49 Loops) < 5 Hour
- UNE Loop (> 49 Loops) < 48 Hours
- Switch Ports < 5 Hours
- Simple Residence and Business LNP Only (1-19 Lines) < 5 Hours
- Simple Residence and Business LNP Only (20+ Lines) < 48 Hours
- LNP with Loop (1-19 Loops) < 5 Hours
- LNP with Loop (20+ Loops) < 48 Hours
- LNP Complex Business (1-19 Lines) < 24 Clock Hours
- LNP Complex Business (20-50 Lines) < 48 Clock Hours
- LNP Complex Business (50+ Lines) < Negotiated with Notification of Timeframe within 24 Clock Hours

Calculation:	Report Structure:
(# FOCs returned within "x" hours ÷ total FOCs sent) * 100	Reported by CLEC, all CLECs, and SWBT affiliate where applicable (or SWBT acting on behalf of its' affiliate). This includes mechanized from EDI and LEX and manual (e.g. FAX or phone orders).

Measurement Type:

Tier 1 – Low
Tier 2 – Medium

Benchmark:

All 5 Hour FOC 95% / 24 Hour FOC 94% / 48 Hour FOC 95%/Acct Restr. 95% the Average for the last 5% for 95% benchmark or the last 6% for 94% benchmark shall not exceed 20% of the established benchmark, excluding projects. Violations with respect to the "tail" (the last 5/6%) are subject to Tier 1 low damages and Tier 2 medium damages, and will apply ***only if*** SWBT has met the benchmark on the corresponding "percent within x" measurement.

The critical z-value does not apply to the following categories

- Simple res. and bus – LEX, EDI and Manual
- Complex business – LEX, Manual
- UNE (1-49) – EDI, LEX
- Simple res. and bus LNP only (1-19) – LEX, EDI
- Simple res. and bus. LNP with loop (1-19) – LEX, EDI
- LNP Complex Business – LEX, EDI

The critical z-value applies to all other categories.

5.1 Measurement:

Percent Firm Order Confirmations (FOCs) for XDSL-capable loops & Line Sharing Returned Within "x" Hours

Definition:

Percent of FOCs returned within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.

Exclusions:

- DSL Orders-orders rejected for incomplete or incorrect LSR
- DSL Orders-orders denied for pair gain
- SWBT only Disconnect orders.
- Rejects for non-conformance as to PSD masks if, and only if, the CLEC requests such qualification on the LSR

Business Rules:

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m.-5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. For LSRs received electronically requiring no manual intervention by the LSC, the OSS hours of operation will be used in lieu of the LSC hours of operation. The returned confirmation to the CLEC will establish the actual end date/time. Provisions are established within the DSS reporting systems to accommodate situations when the LSC works holidays, weekends, and when requests are received outside normal working hours.

LEX/EDI

For LEX and EDI originated LSRs that do not require manual loop makeup information after the receipt of the LSR (requests where mechanized loop makeup information is available when LSR is submitted) the start date and time is the receipt date and time that is automatically recorded by the interface (EDI or LEX). The end date and time is automatically recorded by the interface (EDI or LEX) and reflects the actual date and time the FOC is available to the CLEC.

For DSL orders that require manual loop makeup information after the receipt of the LSR (CLEC did not request manual loop makeup information), the start time for the FOC is the date and time the loop makeup information is available in the Loop Qual System. The end date and time is automatically recorded by the interface (EDI or LEX) and reflects the actual date and time the FOC is available to the CLEC.

MANUAL REQUESTS

Manual service order requests are those requests initiated by the CLEC by fax. For manual requests that do not require a loop qualification after the receipt of the LSR, the receive date and time is when a good LSR is received in the LSC. The end time is the fax date and time the fax (FOC) is sent back to the CLEC or the time of the fax attempt by SWBT. The fax end time is recorded and input via an internal Web application. If a CLEC chooses to receive their FOCs via the Website, the end time is the date and time the FOC is loaded to the Website.

For a manual request that requires an associated loop qualification, the start date and time is when the loop qualification is completed by OSP Engineering and is made available in the LoopQual system, and the end date and time is when the fax is sent back to the CLEC.

Levels of Disaggregation:

Manually submitted

- UNE xDSL Capable Loop (1-49 Loops) < 24 Hours
- UNE xDSL Capable Loop (> 49 Loops) < 48 Hours
- Line Sharing (1-49 Loops) < 24 Hours
- Line Sharing (>49) < 48 Hours

Electronically submitted

- UNE xDSL Capable Loop (1-20Loops) < 6 Business Hours
- UNE xDSL Capable Loop (> 20 Loops) < 14 Business Hours
- Line Sharing (1-49 Loops) < 6 Business Hours
- Line Sharing (>49) < 14 Business Hours

Calculation:	Report Structure:
(# FOCs returned within "x" hours ÷ total FOCs sent) * 100	Reported by CLEC, all CLECs, and SWBT affiliate (or SWBT acting on behalf of its' affiliate) where applicable. This includes mechanized from EDI and LEX and manual (FAX or phone orders). These are reported by the percent within x and by the average of the remainder.

Measurement Type:
UNE xDSL Capable Loops**:** Tier 1 – Low, Tier 2-Medium Line Sharing: Diagnostic (New product, no historical data)
Benchmark:
Line Sharing: Diagnostic for first three months of implementation of the measure then Tier 1 All 6 Hour FOC 95% / 14 Hour FOC 95% / 24 Hour FOC 94% / 48 Hour FOC 95% The Average for the last 5% for 95% benchmark shall not exceed 20% of the established benchmark, excluding projects.

5.2 Measurement: (New Measure)

Percent Firm Order Confirmations (FOCs) Returned within X days on ASR requests

Definition:

Percent of FOCs returned within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.

Exclusions:

- All LSRs
- Access Orders purchased from SWB tariffs
- Rejected (manual and electronic) ASRs.
- SWBT only Disconnect orders.

Business Rules:

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m.-5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. The returned confirmation to the CLEC will establish the actual end date/time. Provisions are established within the DSS reporting systems to accommodate situations when the LSC works holidays, weekends, and when requests are received outside normal working hours.

Levels of Disaggregation:

- Interconnection Facilities and Trunks < 7 Business Days
- Unbundled Dedicated Transport
  - DS3s < 5 Business Days
  - DS1s < 1 Business Day
- Projects – Negotiated
- Broadband service product (Note: Additional disaggregations may be required as necessary in the future.

Calculation:	Report Structure:
(# FOCs returned within "x" hours ÷ total FOCs sent) * 100	Reported by CLEC, all CLECs, and SWBT affiliate

Measurement Type:

Tier 1 – Diagnostic
Tier 2 – None

This measure is diagnostic for 3 months, until September 2000. With October data it will be Tier 1 – Low, Tier 2 – Low.

Benchmark:

- Diagnostic for first three months of implementation of the measure then Tier 1 Low
- Interconnection Facilities and Trunks = 95% < 7 Business Days
- Unbundled Dedicated Transport DS3s = 95% < 5 Business Days
- Unbundled Dedicated Transport DS1s = 95% < 1 Business Day

The z-value applies

6. Measurement:

Average Time To Return FOC

Definition:

The average time to return FOC from receipt of complete and accurate service request to return of confirmation to CLEC.

Exclusions:

- Rejected Orders.
- SWBT only Disconnect orders.
- Orders involving major projects.

Business Rules:

See Measurement No. 5

Levels of Disaggregation:

Disaggregate for LEX and EDI by the following:

- Mechanically received via LEX/EDI and FOC'd without LSC intervention (mechanical/mechanical) - Overall average
  - Reported for 90% and 95%
- Mechanically received via LEX/EDI and FOC'd with LSC intervention (mechanical/manual) - Overall average
  - Reported for 90% and 95%
- Received manually via FAX/paper and FOC'd via FAX (manual/manual)
  - Overall average
  - Reported for 90% and 95%

Calculation:	Report Structure:
Σ[(Date and Time of FOC) - (Date and Time of Order Received by SWBT)]/(# of FOCs)	Reported for CLEC and all CLECs.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

6.1 Measurement: (New Measure)

Average Time to Return DSL FOC's

Definition:

The average time to return DSL FOC's from receipt of complete and accurate service request to return of confirmation to CLEC.

Exclusions:

- DSL Orders-orders rejected for incomplete or incorrect LSR
- DSL Orders-orders denied for pair gain
- SWBT only Disconnect orders.
- Orders involving major projects.
- Rejects for non-conformance as to PSD masks if, and only if, the CLEC requests such qualification on the LSR

Business Rules:

See Measurement No. 5.1

Levels of Disaggregation:

Disaggregate for LEX and EDI by the following:

- Mechanically received via LEX/EDI and FOC'd without LSC intervention (mechanical/mechanical) – Overall average
  - Reported for 90% and 95%
- Mechanically received via LEX/EDI and FOC'd with LSC intervention (mechanical/manual) - Overall average
  - Reported for 90% and 95%
- Received manually via FAX/paper and FOC'd via FAX (manual/manual)
  - Overall average
  - Reported for 90% and 95%

-

Calculation:	Report Structure:
Σ[(Date and Time of FOC) - (Date and Time of Order Received by SWBT)]/(# of FOCs)	Reported for CLEC and all CLECs and SWB Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

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

7.1 Measurement

Percent Mechanized Completions Notifications Available Within one Day of Work Completion

Definition:

Percent Mechanized Completions Notifications Available Within one Day

Exclusions:

- Exclude Weekends And Holidays

Business Rules:

Days are calculated by subtracting the date the SOC was available to the CLEC via EDI/LEX minus the order completion date**.** If the CLEC accesses SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time.

Levels of Disaggregation:

- LEX
- EDI

Calculation:	Report Structure:
(# mechanized completions notifications returned to the CLEC within 1 day of work completion ÷ total mechanized completions notifications) * 100	Reported by CLEC and all CLECs and SWB Affiliate.

Measurement Type:

Tier 1 – Low
Tier 2 – None

Benchmark:

97%
The critical z-value does not apply.

PM 8 WAS ELIMINATED WITH 6 MONTH REVIEW - EFFECTIVE 7/12/00

9. Measurement

Percent Rejects

Definition:

The number of rejects compared to the issued unique LSRs and SUPPs for the electronic interfaces (EDI and LEX).

Exclusions:

- Notifications returned post-FOC as electronic jeopardies.

Business Rules:

A reject is a notification to a CLEC that an LSR received via LEX or EDI did not pass LASR edit checks, other system edits, or edits by the LSC.

Levels of Disaggregation:

- None

Calculation:	Report Structure:
(# of rejects ÷ total unique LSRs and SUPPs) * 100	Reported by CLEC, SWBT DSL Affiliate and all CLECs for the electronic interfaces (EDI and LEX).

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Measurement is diagnostic. No benchmark required.

10. Measurement

Percent Mechanized Rejects Returned Within one hour of receipt of LSR

Definition:

Percent mechanized rejects returned within one hour of the receipt of the LSR

Exclusions:

- None

Business Rules:

The start time used is the date and time the LSR is recorded by the interface (EDI/LEX) The end time is the date and time the reject notice is available to the CLEC via EDI or LEX. A mechanized reject is any reject made available to the CLEC electronically without manual intervention. If the CLEC accesses SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time.

Levels of Disaggregation:

- LEX
- EDI

Calculation:	Report Structure:
(# mechanized rejects returned within 1 hour ÷ total rejects) * 100	Reported for CLEC and all CLECs and SWB affiliate.

Measurement Type:

Tier 1 – Low
Tier 2 – None

Benchmark:

97% within 1 hour. The Critical z-value applies.

10.1 Measurement:

Percent Manual Rejects Received Electronically and Returned Within X Hours

Definition:

Percentage of manual rejects received electronically and returned within X hours of the receipt of LSR from CLEC.

Exclusions:

- Rejects of LSRs received through manual process i.e. via mail, fax or courier

Business Rules:

The start time is the time the LSR is received electronically via EDI or LEX. The end time is the date and time the reject notice is available to the CLEC via EDI/LEX. A manual reject is a reject of an electronic LSR that requires manual intervention. If the CLEC accesses SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time. Business Hours are 8:00 AM-5:30 PM, M-F.

Levels of Disaggregation:

- EDI and LEX (for reporting purposes only, aggregated for purposes of penalty)

Calculation:	Report Structure:
(# electronic manual rejects returned within X hours of receipt of LSR ÷ total electronic manual rejects) * 100	Reported by CLEC and all CLECs and SWB affiliate.

Measurement Type:

Tier 1 – Low
Tier 2 – None

Benchmark:

97% within 6 Hours. Critical z-value does not apply.

10.2 Measurement: (New Measure)

Percentage of Orders that receive SWB-caused Jeopardy Notifications

Definition:

Percentage of total orders received electronically via LEX/EDI and processed for which SWB notifies the CLEC that an order is in jeopardy of meeting the due date, due to SWB cause.

Exclusions:

- None

Business Rules:

Percentage of Orders Given Jeopardy Notices measures the number of jeopardy notices sent to customers as a percentage of the total number of orders completed in the period. A jeopardy is a notification provided to the CLECs where SWBT identifies the potential for not meeting the scheduled due date (LOF or additional information).

Levels of Disaggregation:

- Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999)
- Facilities Jeopardies
- Other SWBT caused Jeopardies
- CLEC/EU caused Jeopardies (See Jeopardy Codes Below – Appendix Four)

Calculation:	Report Structure:
(Number of orders jeopardized ÷ Number of orders confirmed) * 100	Reported by CLEC and all CLECs and SWB affiliate.

Measurement Type:

Diagnostic

Benchmark:

Diagnostic

11. Measurement

Mean Time to Return Mechanized Rejects

Definition:

Average time required to return a mechanized reject.

Exclusions:

- See Measurement No. 10

Business Rules:

The start time is the time the LSR is received electronically via EDI or LEX. The end time is the date and time the reject notice is available to the CLEC. A mechanized reject is any reject returned electronically (without manual intervention) to the CLEC.

Levels of Disaggregation:

- EDI
- LEX

Calculation:	Report Structure:
Σ[(Date and Time of Order Rejection) - (Date and Time of Order Receipt)] ÷ (# of unique LSR's and Supps Rejected)	Reported on CLEC and all CLECs and SWB Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

11.1 Measurement:	
Mean Time to Return Manual Rejects that are Received Electronically via LEX or EDI	
Definition:	
Average time to return manual rejects received electronically via LEX or EDI; receipt to return.	
Exclusions:	
• See Measurement 10.1	
Business Rules:	
See Measurement 10.1	
Levels of Disaggregation:	
• See Measurement 10.1	
Calculation:	**Report Structure:**
{∑(receipt to CLEC of electronic manual rejects – receipt of electronic manual LSRs) ÷ total electronic manual rejects}	Reported for CLEC and all CLECs and SWB Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
6 Hours Critical z value does not apply.	

11.2 Measurement: (New Measure)

Average SWB-caused Jeopardy Notification Interval

Definition:

Measures the average remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time SWB issues a notice to the CLEC indicating an order received electronically via LEX/EDI is in jeopardy of missing the due date (or the due date/time has been missed).

Exclusions:

- None

Business Rules:

With respect to this interval, it is assumed that the order due date time is 5:00 PM for uncoordinated orders, and the Jeopardy date and time will be the actual date and time that SWB issues a notice and is available to the CLEC indicating an order is in jeopardy of missing the due date. With regards to coordinated orders (CHC/FDT) the scheduled due date and time will be used. If the CLEC accesses SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time. Business Hours are 8:00 AM-5:30 PM, M-F.

Levels of Disaggregation:

- Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999)
- Facilities Jeopardies
- Other SWBT caused Jeopardies
- CLEC/EU caused Jeopardies (See Jeopardy Codes Below – Appendix Four)

Calculation:	Report Structure:
Sum ((Committed Due Date /Time for the order) – (Date/Time of Jeopardy notice))/ (number of Jeopardy Orders)	Reported by CLEC and all CLECs and SWB affiliate.

Measurement Type:

Diagnostic

Benchmark:

TBD

12. Measurement	
Mechanized USOC Provisioning Accuracy	
Definition:	
Percent of mechanized orders completed as ordered.	
Exclusions:	
None	
Business Rules:	
This measurement compares the USOCs ordered on a mechanized order, to that which is provisioned based on the posted service order.	
Levels of Disaggregation:	
• None	
Calculation:	**Report Structure:**
(# of orders completed as ordered ÷ total orders) * 100	Reported by individual CLEC, CLECs and SWBT, and SWB affiliate as appropriate.
Measurement Type:	
Tier 1 – Low Tier 2 – Low	
Benchmark:	
Parity	

12.1 Measurement (New Measure)

Percent Provisioning Accuracy for non-flow through orders

Definition:

Percent of posted (non-flow through) service orders submitted via LEX/EDI that are provisioned as requested on the CLEC submitted LSR.

Exclusions:

- Flow through service orders as identified in PM 13
- Cancelled Orders
- Rejected orders due to CLEC caused errors

Business Rules:

This measurement compares all fields that can be compared mechanically (e.g. features, PIC, etc.) as submitted on the LSR to the associated service order that provisioned the requested services and posted to billing.

Levels of Disaggregation:

- None

Calculation:	Report Structure:
(# of posted, non-flow through service orders with fields provisioned as ordered on the LSR's ÷ total non-flow through service orders posted * 100	Reported by individual CLEC, CLECs and SWBT

Measurement Type:

Tier 1 – High
Tier 2 – None

Benchmark:

95%

.

13. Measurement

Order Process Percent Flow Through

Definition:

Percent of orders from entry to distribution that progress through SWBT ordering systems without manual intervention.

Exclusions:

- Excludes rejected orders
- For new versions of the ordering systems which provide additional flow through capabilities, orders that have the potential to flow through in the new version, but for which CLEC utilized the older version, should be excluded from this measurement in both the numerator and denominator.

Business Rules:

The number of orders that flow through SWBT's ordering systems and are distributed in SORD without manual intervention, divided by the total number of MOG Eligible orders and orders that would flow through EASE within the reporting period. Orders that fall out for manual handling, that are worked by SWBT and not rejected back to CLEC due to CLEC caused errors, will be included as failed pass-through occurrences.

Levels of Disaggregation:

- EASE
- LEX
- EDI

The data reported by interface, as specified above, will be used to determine the amount of any Tier 1 or Tier 2 payments under this measurement. In addition, for each interface SWBT will report its performance separately by order type (Resale POTS, UNE combinations POTS, specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other). Tier 1 and Tier 2 payments will not apply to the reports that are disaggregated by order type (these same transactions will be included in the data that is reported by interface and will be subject to Tier 1 and Tier 2 payments there).

Calculation:	Report Structure:
(# of orders that flow through ÷ total MOG-eligible orders and orders that flow through EASE) * 100	Reported by CLEC, all CLECs and SWBT and SWB affiliate.

Measurement Type:

Tier 1 – Low
Tier 2 – High

Benchmark:

Parity

13.1 Measurement (New Measure)

Overall Percent LSR Process Flow Through

Definition:

Percent of LSRs that progress through SWBT's ordering, provisioning, and billing systems without manual intervention.

Exclusions:

- LSRs rejected electronically at LASR or MOG due to a CLEC-caused entry error

Business Rules:

The number of LSRs that are completely processed, through posting and through all relevant systems and databases, without manual intervention, divided by the total number of LSRs that are not rejected electronically at LASR or MOG due to a CLEC-caused entry error within the reporting period. LSRs for which SWBT returns an erroneous electronic reject are counted in the denominator and as a failed pass through occurrence in the numerator. Other examples of LSRs that would be counted as failed pass-through occurrences in the numerator would include:

- LSRs for which SWBT returns a manually generated reject, order confirmation, or jeopardy notification,
- LSRs for which SWBT internal service orders are not electronically generated or as to which any manual entry is made on associated SWBT internal service orders,
- LSRs with any associated service orders that do not distribute out of SWBT's SORD system without fall out or manual processing,
- LSRs with any associated service orders that do not update databases without fall out or manual processing,
- LSRs which result in any manual AIN trigger setting or manual switch translation work,
- LSRs with any associated service orders that do not successfully post to each SWBT back end billing systems without fall out or manual processing including error resolution.

.

Levels of Disaggregation:

- EASE
- LEX
- EDI

For each interface, SWBT will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).

Calculation:	Report Structure:
(# of LSRs completely processed without manual intervention ÷ total # of LSRs not rejects at LASR or MOG due to CLEC-caused entry error) * 100	Reported by CLEC, all CLECs, SWBT and SWBT Affiliates.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

Billing

14. Measurement	
Billing Accuracy	
Definition:	
SWBT performs three bill audits to ensure the accuracy of the bills rendered to its customers: CRIS, CABS and toll/usage.	
Exclusions:	
Non-recurring charges are not part of the CRIS audit process, as SWBT has developed a test order process to ensure the accuracy of CRIS non-recurring charges.	
Business Rules:	
The purpose of the CRIS Bill Audit is to review and recalculate each service billed for each of the seven bill processing centers in the five states. Wholesale accounts are included in each processing center for every billing period. In the toll/usage bill audit, a sample of customer accounts is selected using an appropriate mix of USOCs and Classes of Service. The purpose of this audit is to ensure that monthly bills sent to the CLECs, whether it is for resale or unbundled services, and retail customers are rated accurately according to tariffs and CLEC contracts. For all accounts that are audited, the number of bills that have been released prior to correction (bills are audited for complete information, accurate calculations and are properly formatted) are counted as an error against the total bills audited.	
Levels of Disaggregation:	
• CLEC and non-CLEC	
Calculation:	**Report Structure:**
(# of bills not corrected prior to bill release ÷ total bills audited) * 100	Reported for aggregate of all CLECs and SWBT for the CRIS, CABS and Usage bill audits.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity	

15. Measurement

Percent of Accurate and Complete Formatted Mechanized Electronic Bills via EDI or BDT

Definition:

The percent of monthly bills sent to the CLECs via the mechanized electronic EDI or BDT process that are accurate and complete. SWBT will consider, upon review, adding new electronic processes that may be developed in the future"

Exclusions:

- None

Business Rules:

EDI Billing accuracy is based upon three factors: totaling, formatting, and syntax. In other words, does the bill total up correctly, does the EDI Billing data conform to the format outlined in the SWB Electronic Commerce Guide for EDI Billing, and is the EDI Billing data syntactically correct. For completeness, EDI checks that the sum of all itemized calls equals the total for the itemized calls bill section, and the sum of all OC&C charges should equal the total for the OC&C section. Similar audits are performed for total current charges and the amount due.

BDT Billing accuracy is based upon three factors: totaling, formatting, and syntax. In other words, does the bill total up correctly, does the BDT Billing data conform to the Billing Output Specifications (BOS) format, and is the BDT Billing data syntactically correct? For completeness, BDT checks that the sum of all itemized calls equals the total for the itemized calls bill section, and the sum of all OC&C charges should equal the total for the OC&C section. Similar audits are performed for total current charges and the amount due.

Levels of Disaggregation:

- EDI
- BDT
- To the extent SWBT sends bills to CLECs using application to application processes other than EDI or BDT, SWBT will include those bills in this measure, separately disaggregated or not, as appropriate, with notice to CLECs of the change.

Calculation:	Report Structure:
(Count of accurate and complete formatted mechanized electronic bills via EDI/BDT ÷ total # of mechanized electronic bills via EDI/BDT.) * 100	Reported for CLEC and all CLECs and ASI where applicable