



DSL.net, Inc.

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December 12, 2002

Missouri Public Service Commission  
Attn: Secretary of the Commission  
200 Madison Street, Suite 100  
P.O. Box 360  
Jefferson City, MO 65102-0360

Subject: DSLnet Communications, LLC - Adoption of Missouri 271 Interconnection Agreement

Dear Secretary,

Enclosed please find an original and three copies of Amendment # 3 to the Missouri 271 Agreement ("M2A") by and between DSLnet Communications, LLC ("DSLnet") and Southwestern Bell Telephone Company ("SWBT") for filing with the Missouri Public Service Commission pursuant to Section 392.200. The Amendment has been numbered in the lower right hand corner. The Amendments were fully executed on March 12, 2001.

Amendment # 3 incorporates certain rates, terms and conditions relating to Performance Measurements.

Questions concerning this filing may be referred to Schula Hobbs, 203-782-7493.

Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in cursive script that reads "Schula Hobbs".

Schula Hobbs  
Sr. Manager - Regulatory Affairs  
DSLnet Communications, LLC

Copy To: Antonine Megger (Letter Only)  
SBC Industry Markets  
350 N. Orleans Street, 3<sup>rd</sup> Floor  
Chicago, Illinois 60654

Office of General Council  
240 Madison Street, Suite 650  
Jefferson City, Missouri 65102-0360

#3  
CIVAD

**Amendment to  
Interconnection Agreement**

**by and between**

**DSLnet Communications, LLC d/b/a DSLnet**

**And**

**Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated,  
Michigan Bell Telephone Company, Nevada Bell Telephone Company,  
The Ohio Bell Telephone Company, Pacific Bell Telephone Company,  
The Southern New England Telephone Company,  
Southwestern Bell Telephone Company and  
Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin**

This Amendment to Interconnection Agreement is made and entered into this 12<sup>th</sup> day of March, 2001, by and between DSLnet Communications, LLC d/b/a DSLnet ("CLEC") and the following incumbent local exchange carriers ("ILECs") affiliated with SBC Communications, Inc.: Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin (collectively, the "Affiliated ILECs"). The ILEC referred to above that is operating as an ILEC in a state in which this Amendment is filed is hereafter referred to as "SBC ILEC" (collectively, CLEC and SBC ILEC are referred to hereafter as the "Parties"). It is the intention of CLEC and each of the Affiliated ILECs, that this amendment be filed and become effective in each state in which CLEC and any such Affiliated ILEC has a current interconnection agreement and that this amendment be filed and become effective in the future in each state in which CLEC and any such Affiliated ILEC may execute and file a new interconnection agreement prior to September 12, 2006.

**RECITALS:**

WHEREAS, the Parties have entered into an agreement relating to local interconnection (in the form in which such agreement is in effect on the date hereof including any amendments thereto, the "Agreement") which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, the Parties have various litigation, arbitrations, regulatory proceedings and other disputes involving or relating to the Agreement (collectively "Disputes") pending between them;

WHEREAS, the Parties wish to reduce the risk and expense of further litigation of certain of such Disputes by negotiating a compromise and settlement related thereto;

WHEREAS, each term and condition of the compromise and settlement is consideration for, and a condition of, every other term and condition of such compromise and settlement;

WHEREAS, each term and condition of such compromise and settlement is legitimately related to, and conditioned on and consideration for, every other term and condition of such compromise and settlement;

WHEREAS, the Parties would not have agreed to such compromise and settlement, or any term or condition thereof, but for their mutual agreement upon each and every term and condition thereof;

WHEREAS, in order to effectuate such compromise and settlement the Parties wish to amend the Agreement to incorporate certain of the terms and conditions of such compromise and settlement into the Agreement by such amendment (the "Amendment");

WHEREAS, the Parties wish the Agreement to continue in full force and effect in accordance with its terms except as amended hereby;

WHEREAS, this Amendment shall not modify or extend the Effective Date, Termination or Expiration Date or the Term of the Agreement;

WHEREAS, this Amendment will be effective in accordance with the regulatory rules of the particular state in which it is filed but in no event later than the date the Amendment is approved or deemed approved by the respective state public utility commission. Notwithstanding the fact that this Amendment sets forth the obligations of CLEC and the Affiliated ILECs across 13 states, the submission of this Amendment to, and approval of this Amendment by, any one state commission shall not purport to displace the authority of any other state commission to review and approve the Amendment as to CLEC and the Affiliated ILEC in such state. In those states where there is no current interconnection agreement between the Parties, this Amendment shall be filed with the state commission and become effective with the other terms of an interconnection agreement between the Parties for such state when such interconnection agreement is negotiated and filed in such state;

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree that the following terms and conditions shall apply and shall supersede any existing terms and conditions of the Agreement to the extent they are expressly addressed in this Amendment or shall constitute new terms and conditions to the extent such terms and conditions are not expressly addressed in the existing Agreement, and the Parties hereby amend and/or execute the Agreement to incorporate the following terms and conditions:

A. Term—Unless otherwise stated herein, the terms and conditions of this Amendment shall apply between the Parties for the full period of effectiveness of the current interconnection agreement and to any future interconnection agreements effective between the Parties prior to September 12, 2006.

B. Performance Measures and Remedies.

1. Performance Measures.

A. SBC ILECs in ten SBC states excluding Texas ("TX"), California ("CA") and Nevada ("NV")—Subject to Paragraphs 5 and 7 hereof, the Performance Measures listed on Schedule A hereto will be adopted for CLEC exactly as approved by the Texas Public Utility Commission ("TPUC") for the life of this Agreement for the SBC ILECs in the following ten states: Kansas, Missouri, Oklahoma, Arkansas, Illinois, Indiana, Michigan, Wisconsin, Ohio and Connecticut ("10-State Region"). Subject to Paragraphs 5 and 7 hereof, if any or all of the Performance Measures listed on Schedule A are revised by the TPUC during the life of this Agreement, they will be revised in the exact same way for purposes of this Agreement by the SBC ILEC for the 10-State Region. Subject to Paragraphs 5 and 7 and except as provided in the immediately preceding sentence, no other Performance Measures now in effect or hereafter adopted by the TPUC or any other state regulatory commission in the other 10 SBC states (excluding CA and NV) will apply between the SBC ILECs in the 10-State Region and CLEC for the life of this Agreement, except by mutual agreement of the Parties.

B. SBC ILECs in CA and NV—Subject to Paragraphs 5 and 7, the Performance Measures listed on Schedule B hereto will be adopted for CLEC for CA and NV for the life of this Agreement. Subject to Paragraphs 5 and 7, measures #2, 5, 8, 15, 18, 19, 22 and 23 from Schedule B (the "Frozen Measures") were specifically tailored at Covad's request, and the Parties agree that no changes will be made in those Measures for the life of this Agreement. Subject to Paragraphs 5 and 7, if any or all of the Performance Measures listed on Schedule B other than the Frozen Measures are revised by the California Public Utilities Commission ("CPUC") or the Public Utilities Commission of Nevada ("PUCN") during the life of this Agreement, they will be revised in the exact same way for purposes of this Agreement for the relevant state, subject to Paragraph 3 below. Subject to Paragraphs 5 and 7 and except as stated in the immediately preceding sentence, no other Performance Measures now in effect or hereafter adopted by the CPUC or the PUCN will apply between Pacific Bell Telephone Company ("Pacific Bell") and Nevada Bell, respectively, and CLEC for the life of this Agreement except by mutual agreement of the Parties.

C. SBC ILEC in TX—Subject to Paragraph 3, the Performance Measures as adopted by the TPUC will apply in accordance with the terms of such plan as the same may be amended by the TPUC from time to time.

2. Remedies.

A. SBC ILEC in TX—Subject to Paragraph 3, the Performance Remedy Plan as adopted by the TPUC will apply in accordance with the terms of such plan, as the same may be amended by the TPUC from time to time.

B. SBC ILEC in ten SBC states other than TX, CA and NV—Subject to Paragraphs 5 and 7, in the 10-State Region, Performance Remedies shall be paid with respect to the Performance Measures listed on Schedule A (as the same may be revised from time to time in accordance with Paragraph 1.A. above) in accordance with the TX Plan limited to TX Tier 1 Penalties (as the same may be revised from time to time by the TPUC in accordance with Paragraph 2.A. above), scaled in proportion to the relative number of access lines in that state to the number of access lines in Texas as of the end of the month in which this Agreement becomes effective between the SBC ILEC and CLEC. Subject to Paragraphs 5 and 7, this Performance Remedy plan will apply for the life of this Agreement. Subject to Paragraphs 5 and 7 and except by mutual agreement of the Parties, no remedies will be payable to CLEC in connection with any other remedies plan in such states or with respect to any other performance measures, even if such remedies plan or performance measures would otherwise be applicable to CLEC pursuant to decision of such state's Commission, and CLEC expressly waives its right to enforce any such order or decision. These Performance Remedies will be in the nature of liquidated damages. SBC ILECs and CLEC agree that proof of damages for breach of contract from SBC ILECs' failure to comply with Performance Measures would be difficult to ascertain and, therefore, that liquidated damages are a reasonable approximation of any damages for breach of contract arising from SBC ILECs' failure to satisfy the Performance Measures. Subject to the following sentence, the amount of such Performance Remedies will be applied as a credit or offset against any other payments that such SBC ILEC may be required to make as a result of any other claim or demand by CLEC arising out of or related to the same underlying facts giving rise to the Performance Remedy payment, including but not limited to any Dispute Resolution proceeding. The Parties fully reserve their rights to litigate in state proceedings regarding the adoption of state performance remedy plans the issue of whether such performance remedies shall be in lieu of any other damages a CLEC might otherwise seek for breach of such performance measures, and the Parties make no admissions regarding such issue by executing this Amendment. However, for purposes of this Section B.2.B, the Parties agree to follow sections 6.1 and 6.2 of Attachment 17: Performance Remedy Plan –TX (T2A) as filed with the TPUC by Southwestern Bell Telephone Company ("SWBT") on July 26, 2000, which provisions are attached hereto as Schedule D.

C. SBC ILECs in CA and NV—Subject to Paragraphs 3 and 5 below, in California and Nevada, Performance Remedies shall be paid as to the Performance Measures listed on Schedule B in accordance with the remedy plans ordered by the CPUC and the PUCN, respectively, as the same may be modified from time to time. Subject to Paragraph 5 below, until the CPUC and the PUCN adopt remedies for the Performance Measures listed on Schedule B, no remedies will be payable to CLEC in CA or NV. Subject to Paragraph 5 and except by mutual agreement of the Parties, once

remedies are adopted for the Performance Measures by the CPUC and the PUCN, no remedies will be payable to CLEC for the life of this Agreement in connection with any other remedies plan in such states or with respect to any other performance measures, even if such remedies plan or performance measures would otherwise be applicable to CLEC pursuant to decisions of such state's Commission, and CLEC expressly waives its right to enforce any such order or decision. These Performance Remedies will be in the nature of liquidated damages. SBC ILECs and CLEC agree that proof of damages for breach of contract from SBC ILECs' failure to comply with Performance Measures would be difficult to ascertain and, therefore, that liquidated damages are a reasonable approximation of any damages for breach of contract arising from SBC ILECs' failure to satisfy the Performance Measures. Subject to the following sentence, the amount of such Performance Remedies will be applied as a credit or offset against any other payments that such SBC ILEC may be required to make as a result of any other claim or demand by CLEC arising out of or related to the same underlying facts giving rise to the Performance Remedy payment, including but not limited to any Dispute Resolution proceeding. The Parties fully reserve their rights to litigate in state proceedings regarding the adoption of state performance remedy plans the issue of whether such performance remedies shall be in lieu of any other damages a CLEC might otherwise seek for breach of such performance measures, and the Parties make no admissions regarding such issue by executing this Amendment.

3. Reservation of Rights-- The Parties' agreement above is expressly made subject to the Parties' appellate rights as to the state commission orders referenced therein, including, without limitation, the Parties' right to object to the amount of the remedies or the manner in which the measures and remedies were imposed (including, but not limited to, the absence of mutual consent and any disregard for either of the Parties' due process rights or rights under contract law) Notwithstanding this Paragraph 3, the Performance Measures set forth in Schedules A and B, as the same may be modified pursuant to Paragraph 7 or by mutual agreement of the Parties, are not subject to appeal.

4. Audit Rights—

A. SBC ILEC in TX-- In TX, the audit rights adopted by the TPUC shall apply, subject to Paragraph 3 hereof.

B. SBC ILECs in all SBC states other than TX--CLEC and SBC ILEC 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 by such SBC ILEC relevant to one or more specific CLEC Performance Measures under this Performance Measures and Performance Remedies Plan. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days (30 days if consultation is requested after SBC's notice of filing of 271 application to CLEC is due for such state) after CLEC's request for consultation, then the SBC ILEC will allow CLEC to have an independent audit conducted by an independent auditor selected by CLEC and agreed to by SBC (which agreement shall not unreasonably be withheld) of the SBC ILEC's performance measurement data collection, computing, and reporting

processes applicable to the specific CLEC Performance Measure or Measures in dispute. If the audit concludes that the SBC ILEC is Materially Misreporting (as hereinafter defined) the Performance Measure or Measures in dispute, then the SBC ILEC will pay for the audit (including CLEC's reasonable expenses of providing data for, and assisting, the auditor). If the audit concludes that the SBC ILEC is not Materially Misreporting the Performance Measure or Measures in dispute, then CLEC will pay for the audit (including the SBC ILEC's reasonable expenses of providing data for, and assisting, the auditor). This Agreement does not limit the number of audits that CLEC may request of a specific Performance Measure in a specific SBC state if such audits, in fact, conclude that the SBC ILEC is Materially Misreporting in each instance. In all events, the Parties will use their best efforts to develop an audit schedule that minimizes the burden placed on the relevant SBC ILEC without compromising CLEC's ability to audit disputed performance results in a timely manner. CLEC may not request more than one audit of a particular Performance Measure in a particular SBC state during any four calendar month period. Except as stated in the following sentence, CLEC may not request any additional audits of a particular Performance Measure in a particular SBC state, prior to the SBC ILEC in such state receiving 271 approval, once CLEC has had a total of two audits (whether or not consecutive) of such Performance Measure in such SBC state which did not conclude that the SBC ILEC was Materially Misreporting regarding such Performance Measure. After CLEC has used the two audits permitted by the immediately preceding sentence with respect to a particular Performance Measure in a particular SBC state, CLEC shall be allowed to conduct one additional audit of that Performance Measure for that particular SBC state at CLEC's own expense, regardless of whether the audit determines that the SBC ILEC is Materially Misreporting regarding such Performance Measure (the "Extra Audit"). Except as stated in the immediately preceding sentence, the Extra Audit will otherwise be governed by the provisions of this Paragraph 4. Subject to paragraph 5, and except as may subsequently be agreed to by the Parties, this Audit Rights provision is intended to be the exclusive audit rights provision as to Performance Measures and Performance Remedies available to CLEC for the life of this Agreement and supersedes and replaces any other audit rights that CLEC may have in any SBC state pursuant to any provision of any existing or future interconnection agreement between CLEC and an SBC ILEC or pursuant to any regulatory commission decision or pursuant to law for the life of this Agreement, and CLEC expressly waives its right to enforce any such order or decision. For purposes of this Agreement, "Materially Misreporting" means that the audit concludes that the SBC ILEC is reporting that parity or benchmark standards have been met, when in fact there has not been compliance with such standards. After such SBC ILEC receives 271 approval for such state and if CLEC has not by that time exercised its election under Paragraph 5 hereof, CLEC will be entitled thereafter to audit rights under the same terms and conditions for such state under this Paragraph 4 as are set forth for TX under the TX Performance Remedy Plan.

5. CLEC ELECTION—Notwithstanding any other provisions of this Section B, the following election is available for CLEC on a one-time basis as to any given state. Instead of the Performance Measures, Remedies and Audit Rights set forth above, CLEC may, at its sole election, choose, on a state-by-state basis, to opt into the Performance Measures and Remedies Plan (including audit rights), if any, adopted for general CLEC

use by the state regulatory commission for such state. If CLEC exercises such election for one or more states, the Performance Measures, Remedies and Audit Rights set forth above shall no longer be applicable to such state or available for election by CLEC for use in such state. Paragraph 3 hereof shall be applicable to any such election.

6. STATISTICAL PROTECTIONS AGAINST RANDOM VARIATION—With respect to the Performance Measures and Remedies referenced in Paragraphs 1 and 2 above, the various statistical protections against random variation contained in the TX and CA Performance Measure and Remedies Plans will apply to the Performance Measures that were derived from such state plans. To the extent, if at all, that Performance Measures referenced in Paragraphs 1 or 2 were not derived from such state plans, comparable statistical protections will be applied by the Parties including the application of the modified Z test and the K table contained in the TX Remedy Plan. The modified Z test and the K table contained in the TX Remedy Plan are attached hereto as Schedule E.

7. VOLUNTARY CHANGES IN PERFORMANCE MEASURES--Any changes in performance measures voluntarily agreed to between CLEC and SBC ILEC now or in the future shall be incorporated into this interconnection agreement.

8. REPORTING OF DATA AND ACCESS TO DATA—For purposes of the Performance Measures referenced in Paragraph 1 hereof, the principles regarding reporting of data and access to data will apply as follows:

A. SBC ILECs in TX and the 10 SBC states (Kansas, Missouri, Oklahoma, Arkansas, Illinois, Indiana, Michigan, Ohio, Wisconsin, and Connecticut) other than CA and NV—The TX Plan will apply, as the same may be modified from time to time.

B. SBC ILEC in CA—The CA Plan will apply, as the same may be modified from time to time, or, to the extent such Plan has not been adopted, the Parties will mutually agree on reasonable procedures for reporting and access to data.

C. SBC ILEC in NV—The NV Plan will apply, as the same may be modified from time to time, or, to the extent such Plan has not been adopted, the Parties will mutually agree on reasonable procedures for reporting and access to data.

C. Stand-Alone xDSL-ISDN Loop Provisioning Intervals (business days from submission of order in proper and complete form) where IDSL/ISDN loops are understood to be categorized as "loops requiring conditioning":

- i. Facilities available and no conditioning required: 5 days.
- ii. Facilities available but conditioning required: 10 days.
- iii. CLEC recognizes that SBC ILEC cannot practicably meet these intervals 100% of the time; however, the standards of material breach under applicable contract law shall apply to any determination of whether SBC ILEC is in breach of this provision.



D. Shared-Line Provisioning Intervals (business days from submission of order in proper and complete form)

1) 7/1/00 – 12/31/00

Shared line provisioning for loops that do not require conditioning will be the shorter of 5 business days, or the state mandated interval. Existing shared loops that need conditioning will be provisioned in the shorter of 10 business days or the state mandated interval.

2) Effective 1/1/01

Shared line provisioning for loops that do not need conditioning will be 3 business days or any shorter period voluntarily agreed to by SBC ILEC for any other CLEC or SBC affiliate. Existing shared loops that need conditioning will be provisioned in no greater than 10 business days.

3) CLEC recognizes that SBC ILEC cannot practicably meet these intervals 100% of the time; however, the standards of material breach under applicable contract law shall apply to any determination of whether SBC ILEC is in breach of this provision.

E. OSS: SBC ILEC shall implement SBC's Plan of Record, which was filed with the FCC on December 7, 1999, and SBC's Advanced Services Plan of Record, which was filed with the FCC on April 3, 2000 (including any subsequent additions or modifications to such filing ordered by the FCC (subject to appeals) and not stayed, or requested by the FCC and accepted by SBC), subject to the change management process. Notwithstanding the foregoing, SBC ILEC and CLEC will meet four times annually to develop meaningful goals and milestones regarding the creation and implementation of SBC ILEC's OSS system, including without limitation goals and milestones regarding the development of SBC ILEC's flow-through ordering system for CLEC use. CLEC agrees to refrain from further prosecuting the arbitration regarding SBC's Plans of Record presently pending before the FCC, but shall remain a party in the arbitration.

F. SBC ILECs will offer to CLEC access to remote terminals, remote terminal collocation, and broadband services offered on NGDLC technology consistent with SBC's ex-parte filing with the FCC of July 13, 2000, in *Applications for Consent to Transfer Control of Licenses and Section 214 Authorizations from Ameritech Corporation, Transferor, to SBC Communications Inc., Transferee*, CC Docket 98-141; ASD File No 99-49, including SBC's revised voluntary commitments filed on August 2, 2000. This ex-parte filing and the revised voluntary commitments are attached hereto as Schedule F. This offer is contingent on the FCC's ultimate approval of the conditions and commitments filed by SBC, and CLEC's public and unqualified endorsement of the July 13, 2000, filing, including SBC's revised voluntary commitments filed on August 2, 2000, predicated upon SBC's good faith execution of the commitments stated in these filings

G. CLEC may collocate equipment necessary for interconnection or access to unbundled network elements in accordance with 47 U.S.C 251(c)(6) and applicable legal and regulatory rulings. SBC ILEC also will permit CLEC to collocate certain Multifunctional Equipment included in the definition of Advanced Services Equipment of the SBC/Ameritech Merger

Conditions. In addition, SBC ILEC will permit CLEC to collocate remote switching modules ("RSMs") that are not stand alone switches and that are used for interconnection or accessing UNEs, and such other equipment as the parties may mutually agree. Pending the FCC's timely remand proceedings based on the D.C. Circuit Court's Opinion, SBC ILEC will not disturb other collocated equipment accepted by SBC ILEC prior to May 11, 2000 as long as SBC ILEC is not required to extend these arrangements to other equipment or locations.

#### H. Spectrum Management

1. CLEC will advise SBC ILEC on the ordering form of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology that CLEC intends to provision, and CLEC will notify SBC ILEC if and when a change in PSD mask is made. SBC ILEC shall use such PSD information solely for inventory purposes and for purposes described in 2 below. CLEC services will conform to PSD masks defined by final T1E1 standards for a particular service, if any, unless such standards are invalidated by the FCC or the FCC applies different standards for a particular service.

2. SBC ILEC may, as part of spectrum management, maintain an inventory of the existing services provisioned on the cable based on SBC ILEC information and the information obtained from CLECs. SBC ILEC does not warrant the accuracy or completeness of information obtained from CLECs. SBC ILEC shall not implement, impose or maintain any loop reservation program except as provided in this Section 2, or if permitted pursuant to Section 3. The SBC ILEC will not use Selective Feeder Separation (SFS) and will remove any restrictions imposed by the SBC ILEC on use of pairs for non-ADSL xDSL services. The SBC ILEC will not deny any loops on the basis of binder group management designations or business rules created in the SBC ILEC's LFACS and LEAD databases or limit the deployment of xDSL services to certain pair ranges, with the exception of binder groups containing AMI T1 services. The SBC ILEC may not segregate xDSL technologies into designated binder groups without Commission review and approval. Where the SBC ILEC has already implemented binder group management or reserved loop complements, the SBC ILEC must open those binder groups to all xDSL services and all xDSL providers. An SBC ILEC shall not deny CLEC a loop based upon spectrum management issues, subject to 3 below. In all cases, the SBC ILEC will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by the SBC ILEC, as well as competitively neutral as between different xDSL services. Where disputes arise, the SBC ILEC and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, the SBC ILEC will, upon request from a CLEC, disclose within 3-5 business days information in the SBC ILEC's inventory with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.

3. In the event that the FCC or the industry, unless invalidated by the FCC, establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, the SBC ILEC and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies. In the event of a conflict between industry standards and standards promulgated by the FCC, the FCC standards shall control. If there is any dispute between the Parties with respect to this Section, the SBC ILEC will not deny the loop, but will continue to provision loops (subject to 2 above) until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.

4. Within thirty (30) days after general availability of equipment conforming to applicable industry standards, unless invalidated by the FCC, or standards developed by the FCC, if the SBC ILEC and/or CLEC is providing xDSL technologies or other advanced services for which there was previously no standard, then the SBC ILEC and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

I. SBC ILEC in Texas agrees to make the interim rates specified in the Arbitrator's Order of November 30, 1999 in Docket Nos. 20226 & 20272 permanent until September 12, 2002 or for the life of the SWBT/Covad Interconnection Agreement executed on January 6, 2000, whichever is longer, and SBC ILEC in Kansas agrees to make the interim rates set forth in the KCC Arbitrator's Order of May 9, 2000 in Docket No. 00-DCIT-389-ARB permanent for the life of the permanent Interconnection Agreement to be executed by SWBT and Covad on or about December 2000, with the following exceptions:

- 1) The interim rate must be greater than zero. When a rate element is set at zero, the rate will be set in accordance with the terms of the final cost docket or arbitration.
- 2) 4 Wire digital loops are excluded. Rates for 4 wire digital loops will be set in accordance with the terms of the state specific final cost docket.
- 3) Interim rates for manual loop qualification in Texas are excluded. Rates for manual loop qualification in Texas will be set in accordance with the terms of the final arbitration or cost docket ruling. The permanent non-recurring rate for mechanized loop qualification in Texas shall be \$0.10 in accordance with the interim rate set by the TPUC.
- 4) Interim rates for loop conditioning in Texas are excluded. Final loop conditioning rates for Texas will be set in accordance with the terms of the state specific arbitration or cost docket.

J. SBC ILECs operating in the Ameritech region agree to accept applications for re-arrangement within 30 days of the execution of this Amendment to allow for a single power feed to multiple bays of equipment when this arrangement is consistent with state regulations. SBC will file revised pricing at the applicable state commissions within 60 days of the execution of this Amendment with applicable price changes effective the date physical work completes on

each modified collocation arrangement. In addition, SBC ILECs in the Ameritech region will cooperatively work with CLEC to recover any duplicate power feeds CLEC does not require to serve its embedded collocation arrangements. SBC ILECs will perform the work to the ILEC's equipment at no charge to CLEC, and CLEC will perform the work necessary to re-engineer and provision CLEC's equipment at its own expense. Revised monthly recurring rates will be established per the power increments requested by CLEC.

K. SBC ILEC agrees to implement line-sharing by June 6, 2000 where CLEC owns the splitter and to implement line sharing with SBC ILEC ownership of the splitter in accordance with SBC ILEC's previously disclosed deployment schedule. A copy of such deployment schedule is attached hereto as Schedule G. SBC ILEC agrees to voluntarily offer the ILEC owned line-at-a-time splitter arrangement for the duration of its existing interconnection agreement with Covad or a three year period from the date this Amendment is executed, whichever is longer. CLEC agrees to develop in good faith forecasts of CLEC's splitter needs and SBC ILEC agrees to use such forecasts in good faith to plan splitter deployment for the industry. Unless terms and conditions are otherwise expressed in this Amendment, SBC ILEC and CLEC agree to adopt the interim line sharing amendment for Texas except for pricing, subject to mutually agreeable modifications, as the terms and conditions for line-sharing over all-copper loops for their current interconnection agreement and for any agreements effective between the Parties prior to September 12, 2003, relating to any of SBC ILEC's operating territory. The terms and conditions contained in the interim line sharing amendment for Texas shall not apply after September 11, 2003. The interim line sharing amendment for Texas is attached hereto as Schedule H. SBC ILECs shall charge and CLEC agrees to pay \$5.75 per month, per loop and a \$10 non-recurring charge per loop, which represents all recurring and non-recurring charges associated with a line-shared service, including the high frequency portion of the loop, OSS, cross connect/jumper/tie cable, and splitter charges, for the all copper line-sharing UNE product in SBC ILEC's operating territory. These charges are inclusive of mechanized service order charges, but manual service order charges, if utilized, would be extra. Manual service order charges would be charged at the state-specific rate existing at the time the service order is received by the SBC ILEC if such state has established such rate or in accordance with a negotiated agreement of the Parties or the terms of Section N hereof.

L. SBC ILEC's 271 Application: CLEC shall support the federal 271 application ("Federal Application") of SBC ILEC provided that SBC ILEC is not in material breach of this Amendment including but not limited to the performance measures, for the 90 calendar days between the 120<sup>th</sup> day before the filing of the Application and the 30<sup>th</sup> day before the filing of the relevant Application (the "Evaluation Period") and during the pendency of the relevant Application (collectively "Federal 271 Requirements"). CLEC may not withhold support unless it has escalated such alleged material breach through the Dispute Resolution process and used its good faith best efforts to bring such dispute to a reasonable resolution prior to withholding support, or escalated to the SBC ILEC executive level any such material breach that CLEC does not believe falls within the dispute resolution process but that CLEC believes constitutes a material breach of a commitment by the SBC ILEC and used its good faith efforts to bring such dispute to a reasonable resolution prior to withholding support. SBC ILEC shall provide CLEC with at least 30 days advance notice of the filing of any Federal Application by SBC ILEC.

CLEC shall not comment, formally or informally, on any effort of SBC ILEC to gain state commission support for its federal 271 application ("State Application"). If SBC ILEC is in material breach of this Amendment for the Evaluation Period and during the pendency of the relevant State Application (collectively "State 271 Requirements"), CLEC will notify SBC ILEC. SBC ILEC shall confer in good faith with CLEC's Executive Vice-President of ILEC Relations within 5 business days of receiving CLEC's notice to resolve the operational problems identified by CLEC. Nothing in this paragraph shall preclude CLEC from participating in state post-271 dockets after the FCC grants SBC ILEC's 271 application or from participating solely on performance measurement and remedy issues in state performance measurement and remedy dockets in California and Nevada.

M. Waiver: This Agreement does not constitute a waiver of by either Party under existing law and regulation, except as described in this Section M. The terms of this Section M shall be binding on CLEC's and SBC ILEC's successors and assigns, and on the transferees of a significant amount of CLEC assets in any state. CLEC shall refrain, for the period prior to September 12, 2006, except as stated otherwise below, from arbitrating, litigating, or publicly commenting on the terms and conditions described in subparagraphs M.a. – M.e. in any administrative, regulatory or judicial forum as they relate to SBC ILECs and their affiliates. In addition, except as described below, CLEC waives its rights as to SBC ILECs and their affiliates with regard to the terms and conditions set forth in subparagraphs M.a. – M.d. under 47 U.S.C. § 252(i) for a period of 2 years from the effective date of those terms and conditions.

- a. Standalone xDSL-ISDN/IDSL Loop Provisioning Intervals as set forth in Section C.
- b. UNE Pricing and Provisioning as set forth in Sections I and K, provided that CLEC shall not waive its right to litigate line sharing provisioning issues other than those expressly set forth in Section K or its right to litigate UNE prices under Section I that shall apply subsequent to the time periods set forth in Section I.
- c. Line-Sharing Provisioning Intervals as set forth in Section D.
- d. Performance Measures and Remedy Plans as expressed in Section B, except in TX, CA, and NV.
- e. Spectrum Management as set forth in paragraph H, provided that CLEC reserves the right to challenge before the FCC any industry standards and only waives the right to litigate or arbitrate as described above for a period of three years.

Notwithstanding the foregoing, this paragraph shall not preclude CLEC from (1) enforcing the terms of this Amendment; or (2) invoking parity treatment by SBC ILEC if such treatment is allowed by the applicable performance measure under the terms of this Amendment; or (3) adopting and/or "opting-in" to any voluntarily negotiated terms and conditions between an SBC ILEC and another carrier, including without limitation SBC's advanced services affiliate. The Parties agree to support the approval of this Amendment before the applicable state regulatory commission.

The parties recognize that the terms and conditions stated in this Amendment are a compromise resulting from the desire of both Parties to reduce the risk and expense of litigation, arbitration or other regulatory proceedings. Consequently, each of the terms and conditions of this Amendment is legitimately related to, and conditioned upon, every other term and condition contained or referred to in this Amendment.

N. Dispute Resolution--Schedule C hereto is incorporated by reference herein as the agreement of the Parties regarding Dispute Resolution and applies to any dispute arising out of or relating to every term and condition of this Amendment, every term and condition of the interconnection agreement between the Parties that is amended by this Amendment and any other agreements between the Parties, or any other dealings, arrangements, negotiations, and/or communications between the Parties.

O. Limitation of Liability: **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY OTHER AGREEMENTS BETWEEN THE PARTIES, THE ARBITRATION PANEL REFERRED TO IN SCHEDULE C SHALL NOT BE EMPOWERED TO AWARD CONSEQUENTIAL DAMAGES, LOST PROFIT OR LOST REVENUE DAMAGES, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, PUNITIVE OR TREBLE DAMAGES AS PROVIDED FOR BY ANY STATUTE, AT COMMON LAW, OR OTHERWISE. ONLY ACTUAL DAMAGES, EXCLUDING ATTORNEYS' FEES AND ARBITRATION/DISPUTE RESOLUTION COSTS, SHALL BE AWARDBLE. NOTWITHSTANDING THE FOREGOING, if the Arbitration Panel finds in a written opinion with findings of fact and conclusions of law that: 1.) action was taken by a fourth level or higher employee of SBC or by a comparable level employee of CLEC; and 2.) the action was taken with the specific intent to knowingly violate the law or the Agreements in a manner that would constitute a material breach and to knowingly harm the other Party; and 3.) the intentional action was the principal cause of a material adverse effect on the other Party, then and only then the Arbitration Panel may award up to treble monetary damages excluding attorneys fees, interests and costs for such intentional conduct. Any such decision and award is subject to appellate review by a United States District Court, or in the event such court lacks jurisdiction, then any appropriate judicial body which shall conduct, in lieu of the Federal Arbitration Act or any state arbitration act standards, a de novo review of the record, including the findings and conclusions of law in the arbitration decision, but without a new trial and based solely on the existing arbitration record on any of the merits of the matters that are the subject of the arbitration decision. Any decision by a judicial body shall be appealable in accordance with the applicable appellate law governing that judicial body.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY OTHER AGREEMENTS BETWEEN THE PARTIES, THE PARTIES VOLUNTARILY AGREE, AFTER CONSULTATION WITH THEIR RESPECTIVE COUNSEL, THAT THE RIGHTS AND REMEDIES AS STATED IN THIS AMENDMENT, INCLUDING SCHEDULE C HERETO, ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO EITHER PARTY WITH RESPECT TO ANY DISPUTES ARISING OUT OF OR RELATING TO THE INTERCONNECTION AGREEMENT AND ALL DEALINGS, ARRANGEMENTS, NEGOTIATIONS, AND/OR COMMUNICATIONS BETWEEN THE PARTIES, INCLUDING SUCH MATTERS WITH RESPECT TO**

**ACTUAL OR POTENTIAL RETAIL OR WHOLESALE TERMS AND CONDITIONS APPLICABLE TO ANY AREA WITHIN THE DOMESTIC UNITED STATES, AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES THAT A PARTY MAY POSSESS PURSUANT TO STATUTE, OR AT COMMON LAW OR IN EQUITY.**

P. The Dispute Resolution and Limitation of Liability provisions set forth in Sections N and O above shall apply to the current interconnection agreement between the Parties for the full period it is in effect and to any future interconnection agreements effective between the Parties prior to September 12, 2006.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective authorized representatives as of the date first written above.

**DSLnet Communications, LLC d/b/a DSLnet**

**Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, and Wisconsin Bell Inc. d/b/a Ameritech Wisconsin, Nevada Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company by SBC Telecommunications, Inc., its authorized agent**


Signature: Wendy Bluemling

Signature: OR Stanley

Name: Wendy Bluemling  
(Print or Type)

Name: O. R. Stanley

Title: AUP - Regulatory  
(Print or Type)

 Title: President - Industry Markets

Date: 2/27/01

Date: MAR 12 2001

AECN/OCN # Ohio 2575  
(Facility Based - if applicable)



**Schedule A**  
**SWBT/Ameritech/SNET Performance Measures**

<b>Performance Element</b>	<b>Texas Remedy Plan Version 1.7 PM #</b>	<b>SWBT Implementation Date</b>
1. Average Response Time for Manual Loop Make-Up Information	1.1	September, 2000
2. Percent Responses Received in "X" Seconds	2	September, 2000
3. OSS Interface Availability	4	August, 2000
4. Pre-Order Backend System Availability	4.1	August, 2000
5. % FOCs Returned Within Interval for xDSL-capable loops and line-sharing	5.1	September, 2000
6. Average Time to Return DSL FOCs	6.1	September, 2000
7. Total Order Process % Flow-Through	13.1	October, 2000
8. LSC Grade of Service	22	August, 2000
9. Percent Busy in LSC	23	August, 2000
10. LOC Grade of Service	25	August, 2000
11. Percent Busy in LOC	26	August, 2000
12. Average Installation Interval	55	September, 2000
13. Average Installation Interval xDSL	55.1	September, 2000
14. Percent xDSL Loops Requiring Conditioning	55.3	October, 2000
15. Percent UNE Installations Completed Within the Customer Requested Due Date	56	September, 2000
16. Percent Trouble Reports Within 30 Days of Installation	59	September, 2000
17. Percent Missed Due Dates Due to Lack of Facilities	60	September, 2000
18. Average Delay for Missed Due Dates Due to Lack of Facilities	61	September, 2000
19. Average Delay for SBC-Caused Missed Due Dates	62	September, 2000
20. Percent SBC-Caused Missed Due Dates > 30 Days	63	September, 2000

<b>Performance Element</b>	<b>Texas Remedy Plan Version 1.7 PM #</b>	<b>SWBT Implementation Date</b>
21. Percent Missed Repair Commitments	66	September, 2000
22. Mean Time to Restore/Repair	67	September, 2000
23. Percent of Collo Requests Processed Within Applicable Interval	109	August, 2000
24. % SBC Caused Missed Due Dates	58	September, 2000
25. Trouble Report Rate	65 & 65.1	September, 2000
26. % Installs Complete within CDDD	73	September, 2000

**SNET Performance Measures For CLEC  
Estimated Implementation - Data Months**

<b>Performance Element</b>	<b>Texas Remedy Plan Version 1.7 PM #</b>	<b>FCC20 PM#</b>	<b>SNET Implementation of FCC20/Texas 1.5 PM</b>	<b>SNET Implementation of Texas 1.7 PM</b>	<b>Remarks/Issues</b>
1. Average Response Time for Manual Loop Make-Up Information	1.1	9	Available Now	September, 2000	SNET cannot provide the raw data specified until May 2001
2. Percent Responses Received in "X" Seconds	2	2 Similar Measure	Available Now	January 2001	WCIW in system modifications required to identify loop qualification
3. OSS Interface Availability	4	19	Available Now	September, 2000	Available now
4. Pre-Order Backend System Availability	4.1			May, 2001	Requires that data collection procedures be implemented and possible system modifications
5. % FOCs Returned Within Interval for xDSL-capable loops and line-sharing	5.1			May, 2001	Requires system modifications and method and procedures changes to identify DSL and line sharing
6. Average Time to Return DSL FOCs	6.1			May, 2001	Requires system modifications and method and procedures changes to identify DSL and line sharing

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7. Total Order Process % Flow-Through	13.1			May, 2001	Requires multiple system modifications to tag the data
8. LSC Grade of Service	22			January, 2001	Requires rules established in the ACD Measurement System and data collection procedures implemented
9. Percent Busy in LSC	23			January, 2001	Requires rules established in the ACD Measurement System and data collection procedures implemented
10. LOC Grade of Service	25			May, 2001	SNET does not have a LOC and has no separate DLS number. All calls go through the IROC. SNET can measure grade of service to the IROC. Requires rules established in the ACD Measurement System and data collection procedures implemented
11. Percent Busy in LOC	26			May, 2001	See Measurement #10
12. Average Installation Interval	55			January, 2001	Requires collection system changes to establish a new measure.

13. Average Installation Interval xDSL	55.1	8	Available Now	May, 2001	Requires multiple system changes to identify line sharing
14. Percent xDSL Loops Requiring Conditioning	55.3			May, 2001	Requires multiple system changes to identify loops between 12000 and 17500 feet and greater than 17500 feet
15. Percent UNE Installations Completed Within the Customer Requested Due Date	56			May, 2001	Requires multiple system changes to identify line sharing and CRDD
16. Percent Trouble Reports Within 30 Days of Installation	59	5c	Available Now	May, 2001	Requires multiple system changes to identify line sharing
17. Percent Missed Due Dates Due to Lack of Facilities	60			May, 2001	Requires multiple system changes to identify line sharing
18. Average Delay for Missed Due Dates Due to Lack of Facilities	61			May, 2001	Requires multiple system changes to identify line sharing
19. Average Delay for SBC-Caused Missed Due Dates	62	7c	Available Now	May, 2001	Requires multiple system changes to identify line sharing
20. Percent SBC-Caused Missed Due Dates > 30 Days	63			May, 2001	Requires multiple system changes to identify line sharing
21. Percent Missed Repair Commitments	66	10b	Available Now	May, 2001	Requires multiple system changes to identify line sharing
22. Mean Time to Restore/Repair	67	12c	Available Now	May, 2001	Requires multiple system changes to identify line sharing and DSL loops over 12k feet

23. Percent of Collocation Requests Processed Within Tariffed Timeline	109			May, 2001	Requires policies and procedure changes to identify augment and adjacent applications
24. % SBC Caused Missed Due Dates	58	4c	Available Now	May, 2001	Requires multiple system changes to identify line sharing
25. Trouble Report Rate	65 & 65.1			May, 2001	Requires multiple system changes to identify line sharing and DSL loops over 12k feet
26. % Installs Complete within CRDD	73			May, 2001	Requires system changes to identify CRDD

December 7, 2000

Global Issues:

1. AIT Summary – High Priority Changes are based on AIT Business Rules agreed upon in its' 5 state region by CLECs and Commissions, unless otherwise stated.
2. Updated AIT Long Term Dates are slated for March 2001 when investigation is required, as changes have not been fully defined and are therefore unknown.
3. By accepting High Priority changes and eliminating the need to investigate various long-term changes, AIT will be better positioned to meet target dates with the increased likelihood of exceeding expectations.
4. SWBT and Ameritech have different processes, concerning Installation & Maintenance for example, which can relate to different interpretations and implementation of the same measure.
5. AIT has measured UNE products at a circuit level, including 8.0 dB loops.
6. AIT Interval measures, beginning 12/1/00, will count Sat, Sun, and Holidays if order is completed, believe a different approach than SWBT
7. AIT counts unsolicited FOCs which modify the due date as a missing the due date
8. AIT has different approach to projects
9. Broadband reporting is dependent on an update to MIHR system enhancements meeting its scheduled 1/1/00 release date
10. AIT does not currently charge for expedites on orders
11. AIT does not offer test access for CLECs, therefore in repair measures to exclude all loops w/out test access will leave no data to be reported.
12. Website changes to allow the reporting of CLEC specific reports can be completed in time for January data to be reported.

Performance Measurement	Texas Remedy Plan Version 1.7 PM #	AIT PM #	AIT Initial Target Date	AIT Summary – High Priority Changes	Long Term TX V1.7 Target Date	AIT Summary - Long Term Changes	Tier 1 Remedy Implications
1. Average Response Time for Manual Loop Make-Up Information	1.1	57	October, 2000 Benchmark	Currently reporting on AIT Business Rules. These are basically the same with the exception of Raw Data and Parity – vs. 3 bus day response.	March , 2001	Investigate, per GI #4.	Low
2. Percent Responses Received in "X" Seconds	2	2	September, 2000	Currently Reporting as TX w/exception of EDI and CORBA Protocol Translation Time Input and Output Messages	March, 2001	Projected implementation of additional TX disaggregations	Low

3. OSS Interface Availability	4	4	November, 2000	Disaggregations between SWBT & AIT match Business Rules – Implement SWBT partial approach	November, 2000	Review different interfaces with CLEC. New system deployments will drive additional changes in measures.	None
4. Pre-Order Backend System Availability	4.1	4.1	January 2001	This is a brand new measure in Ameritech and project that it will take until March to Map and Implement PM	March, 2001	Implement new measure	None
5. % FOCs Returned Within Interval for xDSL-capable loops and line-sharing	5.1	5.1	December, 2000	Implement New Measure, Per PM collaboratives no remedy until Feb – TX 1.7 says 3 months	December, 2000	Implement New Measure – Potential Clarification of Differences	XDSL - Low Line Share - None
6. Average Time to Return DSL FOCs	6.1	6.1	January, 2001	Implement New Measure with new disaggregations for auto/auto, auto/manual, and manual/manual FOCs	December, 2000	Implement New Measure – Potential Clarification of Differences	XDSL - Low Line Share – None
7. Total Order Process % Flow-Through	13.1	13.1	November, 2000	Investigate the differences between AIT proposed measure and SWBT measure. If Small differences we can measure beginning November.	March, 2001	Clarify measurement with SWBT– Disaggregations for UNE Loops & DSL need to be added, and attempt to measure as SWBT through provisioning, ordering, & billing systems?	None
8. LSC Grade of Service	22	22	September, 2000	Currently Reporting	March, 2001	Same Measurement	None
9. Percent Busy in LSC	23	23	September, 2000	Currently Reporting	March, 2001	Same Measurement	None



10. LOC Grade of Service	25	25	December, 2000	Currently Reporting – Required additions are: ▪DSL new 800 number ▪Disaggregation for Provisioning	March, 2001	Investigate – Disaggregate by Service Center vs. ACD	None
11. Percent Busy in LOC	26	26	December, 2000	Currently Reporting – Required additions are: ▪DSL new 800 number ▪Disaggregation for Provisioning	March, 2001	Investigate – Disaggregate by Service Center vs. ACD	None
12. Average Installation Interval	55	55	November, 2000	Disaggregations: Disaggregate 2 Wire Analog by 5.0 dB & 8.0 dB Loops. Benchmark: Adjust standard interval for 2 Wire Digital/BRI Loop	March, 2001	Investigate, per GI #4 & 6. Review differences in Interval Days counted in AIT vs. SWBT (complete on Sat.Sun.Hol)	None
13. Average Installation Interval xDSL	55.1	55.1	January, 2001	Disaggregations: Add Line Sharing 1/1/01, Conditioning 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI #4 & 6.	High
14. Percent xDSL Loops Requiring Conditioning	55.3	55.3	March, 2001	No existing measurement in AIT today – possibly sooner than March based on work for Facility Modification.	March, 2001	Implement new measure	None
15. Percent UNE Installations Completed Within the Customer Requested Due Date	56	56	February 2001	AIT can measure to current business rule with DSL and Line Share disaggregations by January. CRDD requires additional work	March, 2001	Implement new measure relative to CRDD	None

24. % SBC Caused Missed Due Dates	58	58	January, 2000	Disaggregations: Modify DSL Benchmarks 11/1/00, Add Line Sharing 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI 4, & 5, Cancelled Order Issue, excluding Fac Mod (WI 8), Investigate Unseal FOC Issue	High
16. Percent Trouble Reports Within 30 Days of Installation	59	59	January, 2000	Disaggregations: Modify DSL Benchmarks 11/1/00, Add Line Sharing 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI 4, 5, 6, 11, and exclusions.	High
17. Percent Missed Due Dates Due to Lack of Facilities	60	60	January, 2000	Disaggregations: Modify DSL Benchmarks 11/1/00, Add Line Sharing 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI 4, & 5, and canceled order inclusions issue.	None
18. Average Delay for Missed Due Dates Due to Lack of Facilities	61	61	January, 2000	Disaggregations: Modify DSL Benchmarks 11/1/00, Add Line Sharing 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI 4, 5, and canceled order inclusions issue.	None
19. Average Delay for SBC-Caused Missed Due Dates	62	62	January, 2000	Disaggregations: Modify DSL Benchmarks 11/1/00, Add Line Sharing 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI 4, 5, and canceled order inclusions issue.	Medium
20. Percent SBC-Caused Missed Due Dates > 30 Days	63	63	January, 2000	Disaggregations: Modify DSL Benchmarks 11/1/00, Add Line Sharing 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI 4, 5, and canceled order inclusions issue.	None
25A. Trouble Report Rate	65	65	January, 2000	Disaggregations: Modify DSL Benchmarks 11/1/00, Add Line Sharing 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI 4, 5, 11, and exclusions.	None

25B. Trouble Report Rate	65.1	65.1	February, 2000	This is a new measurement to Ameritech. May require additional time to implement less repeats and I-cases.	March, 2001	Investigate, per GI 4, 5, 11, exclusions, remedy issues.	High
21. Percent Missed Repair Commitments	66	66	January, 2000	Disaggregations: Modify DSL Benchmarks 11/1/00, Add Line Sharing 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI 4, 5.	High
22. Mean Time to Restore/Repair	67	67	January, 2000	Disaggregations: Modify DSL Benchmarks 11/1/00, Add Line Sharing 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI 4, 5, 11, and exclusions.	High
26. Percent Installs Complete within CDDD	73	73.X	December, 2000	Ameritech Currently Reporting % within 20 days	March, 2001	Implement new measure	High
23. Percent of Collo Requests Processed Within Applicable Interval	109	109	September, 2000	Currently reporting for some disaggregations (products offered by AIT)	October, 2000	Disaggregations: Add SWBT additional disaggregations; Caged, Shared Caged, Augments to Physical, Adjacent on Site, Adjacent off Site, Augments to Virtual	Low

**Schedule B**  
**Pacific Bell / Nevada Bell Performance Measures**  
**(California Measures refer to Jt. Filing of 7/11/00;**  
**Texas Measures Refer to PM v. 1.7)**

<b>PM Number</b>	<b>Performance Element</b>	<b>California or Texas Performance Measure</b>	<b>Implementation Date</b>	<b>Treatment / Remedies</b>
1	Average Response Time for Manual Loop Make-Up Information	Texas Measure 1.1	Immediate	TBD
2	Percent Responses Received in "X" Seconds	Texas Measure 2	10/1/2000	TBD
3	OSS Interface Availability	California Measure 42	Immediate	TBD
4	Pre-Order Backend System Availability	California Measure 42	1/1/2001	TBD
5	% FOCs Returned Within Interval for xDSL-capable loops and line-sharing	California Measure 2 (Modified - CA reports average FOC interval)	Immediate	TBD
6	Average Time to Return DSL FOCs	California Measure 2	Immediate	TBD
7	Total Order Process % Flow-Through	California Measure 4	Immediate	TBD
8	LSC Grade of Service	California Measure 44	Immediate	TBD
9	Percent Busy in LSC	Texas Measure 23	11/1/2000	TBD
10	LOC Grade of Service	California Measure 44	Immediate	TBD
11	Percent Busy in LOC	Texas Measure 26	1/1/2001	TBD
12	Average Installation Interval (UNEs, including BRI)	California Measure 7	Immediate	TBD
13	Average Installation Interval xDSL	Texas Measure 55.1	Immediate	TBD
14	Percent xDSL Loops Requiring Conditioning	Texas Measure 55.3	1/1/2001	TBD
15	Percent UNE Installations Completed Within the Customer Requested Due Date	California Measure 8 (Modified - CA reports % completions within standard interval)	Immediate	TBD
16	Percent Trouble Reports Within 30 Days of Installation	California Measure 16	Immediate	TBD
17	Percent Missed Due Dates Due to Lack of Facilities	California Measure 12	Immediate	TBD
18	Average Delay for Missed Due Dates Due to Lack of Facilities	California Measure 13	Immediate	TBD
19	Average Delay for SBC-Caused Missed Due Dates	California Measure 14	Immediate	TBD

20	Percent SBC-Caused Missed Due Dates > 30 Days	California Measure 13 (Modified – CA reports delayed orders for 1-30 days, 31-90 days and >90 days)	Immediate	TBD
21	Percent Missed Repair Commitments	Texas Measure 66	Immediate	TBD
22	Mean Time to Restore/Repair	California Measure 21 (all line-shared loops at parity with ASI LS loops)		TBD
23	Percent of Collocation Requests Processed Within Applicable Interval	California Measure 41	Immediate	TBD
24	% SBC Caused Missed Due Dates	California Measure 11	Immediate	TBD
25	Trouble Report Rate	California Measure 19	Immediate	TBD
26	% Installs Complete within CDDD	California Measure 8 (Modified - CA reports % completions within standard interval))	Immediate	TBD

**Schedule C**  
**Dispute Resolution**

**DISPUTE RESOLUTION AGREEMENT**

**BETWEEN**

**SBC COMMUNICATIONS INC.**

**AND**

**DSLnet Communications, LLC d/b/a DSLnet**

**1. ARBITRATION:**

(a) If SBC Communications Inc. ("SBC")<sup>1</sup> and DSLnet Communications, LLC d/b/a DSLnet ("CLEC")<sup>2</sup> (collectively the "Parties") are unable to resolve any dispute, controversy, cause of action or claim arising out of or relating to the Parties' Resale and Marketing Agreement, Network and Product Planning Agreement, Collocation Agreement, In-Region Wholesale Agreement, Dispute Resolution Agreement, and/or Settlement Agreement and Mutual General Release (collectively the "Agreements"), or any other dealings, arrangements, negotiations, and/or communications between CLEC and SBC, (hereinafter "Dispute") including such matters relating to actual or potential retail or wholesale terms and conditions applicable to any area within the domestic United States, such Dispute shall be submitted to executive officers of each of the Parties for resolution. If such officers are unable to resolve the Dispute within ten (10) business days after submission to them, the dispute shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then obtaining, except as follows: To the extent the arbitrators permit discovery, the following limitations shall be placed on discovery: (i) depositions shall be limited to five (5) depositions per side; (ii) interrogatories shall be limited to 25 interrogatories per side; and (iii) requests for production of documents will be limited to 25 per side; (iv) where efficient and reasonable and based upon the proponent's statement of the facts and issues in dispute, a threshold deposition of not more than eight (8) hours (not to be included in the limitation described above or imposed by the Arbitration Panel) or an initial disclosure may be obtained by a Party seeking relevant information for the purpose of identifying the persons most likely to have the most probative information bearing on the disputed facts and issues. If a Party elects a deposition under subparagraph 1(a)(iv), the opposing Party shall make every reasonable, good faith effort to produce the person most knowledgeable of the proponent's statement of facts and issues.

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<sup>1</sup> SBC shall mean SBC Communications Inc., and its parents, subsidiaries, affiliates, predecessors-in-interest, successors-in-interest, officers, directors, agents, representatives, and employees.

<sup>2</sup> CLEC shall mean DSLnet Communications, LLC d/b/a DSLnet, and its parents, subsidiaries, affiliates, predecessors-in-interest, successors-in-interest, officers, directors, agents, representatives, and employees.

Notwithstanding the above discovery limitations, to the extent the Arbitration Panel allows discovery, the Panel may further limit or may expand the right to discovery for good cause in disputes involving SBC incumbent local exchange carriers ("SBC ILECs")<sup>3</sup> after the Panel considers the proponent's need for information to reasonably pursue its claim or defense, the Parties' intent by this Dispute Resolution Agreement to create a reasonable, efficient, and cost-effective means for resolving disputes, and the complexity and technical nature of the facts and issues in dispute; provided, however, that the Arbitration Panel shall not be authorized to allow more than ten (10) depositions per side, fifty (50) interrogatories per side, fifty (50) requests for production of documents per side and fewer than three (3) depositions per side, fifteen (15) interrogatories per side, and fifteen (15) requests for production of documents per side. The Federal Rules of Civil Procedure shall govern all other aspects of discovery, and the Federal Rules of Evidence shall apply to all arbitration proceedings.

(b) The exclusive means for resolving any Disputes shall be the arbitration procedures and other terms and conditions set forth in this Dispute Resolution Agreement ("Arbitration Procedures"). These Arbitration Procedures are intended to supercede and/or waive the terms and conditions of any and all new or existing agreements between CLEC and SBC relating to dispute resolution, wherever found, that are inconsistent with these Arbitration Procedures. CLEC and SBC further agree that the terms and conditions of this Dispute Resolution Agreement are intended to govern and control the Parties' rights, responsibilities, and obligations to the extent that there is any inconsistency or ambiguity created by Section 252 of the Telecommunications Act of 1996, 47 U.S.C. § 252.

(c) Within thirty (30) calendar days of their execution of this Agreement, unless otherwise agreed by the Parties, CLEC and SBC shall together select a panel of three arbitrators ("Selected Panel") to address any disputes as they arise, as well as three alternate arbitrators ("Alternate Arbitrators") that the Parties can turn to in the event that any member of the Selected Panel is unavailable to arbitrate a dispute and shall agree on the order in which the Alternate Arbitrators will be contacted, in the event that any arbitrator on the Selected Panel is unavailable. In the event that any member of the Selected Panel is unavailable to arbitrate a dispute that arises between the Parties, the available member(s) of the Selected Panel shall contact the Alternate Arbitrators in the order established by the Parties. If no members of the Selected Panel are available, the Parties shall use the Alternate Arbitrators in the agreed order. To the extent the Parties need to use the Alternate Arbitrators, the Alternate Arbitrators will rotate according to the established order over the entire term of this Dispute Resolution Agreement with the expectation that each of the Alternate Arbitrators will serve on approximately the same number of active Arbitration Panels.

If a panel of three arbitrators cannot be formed from the available members of the Selected Panel and the available Alternate Arbitrators, or if the Parties have not agreed to a Selected Panel or Alternate Arbitrators, then, within fifteen (15) business days after it is determined that an arbitration panel cannot be formed from the Selected Panel or

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<sup>3</sup> SBC ILECs shall mean Pacific Bell Telephone Company, Nevada Bell Telephone Company, Southwestern Bell Telephone Company, Ameritech, and Southern New England Telephone Company, and any incumbent local exchange carrier owned or operated by SBC during the term of this Agreement.

Alternate, the following procedure shall govern the selection of an arbitration panel: SBC shall choose one arbitrator, and CLEC shall choose one arbitrator within 20 business days of the date a dispute is submitted to the executive officers of each Party and no resolution is achieved. The third arbitrator shall be chosen by the two arbitrators selected by the Parties, within twenty-five (25) days after the date the Parties' individual arbitrators are chosen.

(c) Unless the Parties otherwise agree to a place of arbitration, arbitrations shall be held alternately in Dallas, Texas and in San Francisco, California, with the first arbitration between the Parties under this Agreement being held in Dallas, Texas.

(d) All discovery shall be requested within sixty (60) days after the submission of the initial pleading to the Arbitration Panel. The arbitration hearing shall be set expeditiously but not be less than 15 days nor more than 60 days after the close of discovery and shall be conducted for no less than three (3) full days per week until completed. Unless otherwise agreed by the Parties, the Arbitration Panel shall issue its opinion in no more than 60 days in disputes involving SBC ILECs, and in no more than 45 days in all other disputes.

(e) The arbitration panel is empowered to render the following decisions and awards in accordance with the terms and conditions of this Agreement: (i) enjoining a party from performing any act prohibited, or compelling a party to perform any act required, by applicable law or by the terms of any agreement between the Parties and any order entered pursuant to this Agreement or deemed necessary by the arbitration panel to resolve disputes arising under or relating to any agreement between the Parties or any order; and (ii) monetary awards consisting of damages only as allowed by this Agreement. Nothing in this Agreement is intended to provide the arbitrators with jurisdiction to enter any decision that would involve material changes to the structure, organization, management or ownership of either SBC or CLEC.

(f) **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY OTHER AGREEMENTS BETWEEN THE PARTIES, THE ARBITRATION PANEL SHALL NOT BE EMPOWERED TO AWARD CONSEQUENTIAL DAMAGES, LOST PROFIT OR LOST REVENUE DAMAGES, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, PUNITIVE OR TREBLE DAMAGES AS PROVIDED FOR BY ANY STATUTE, AT COMMON LAW, OR OTHERWISE. ONLY ACTUAL DAMAGES, EXCLUDING ATTORNEYS' FEES AND ARBITRATION/DISPUTE RESOLUTION COSTS, SHALL BE AWARDABLE. NOTWITHSTANDING THE FOREGOING, if the Arbitration Panel finds in a written opinion with findings of fact and conclusions of law that: 1.) action was taken by a fourth level or higher employee of SBC or by a comparable level employee of CLEC; and 2.) the action was taken with the specific intent to knowingly violate the law or the Agreements in a manner that would constitute a material breach and to knowingly harm the other Party; and 3.) the intentional action was the principal cause of a material adverse effect on the other Party, then and only then the Arbitration Panel may award up to treble monetary damages excluding attorneys fees, interests and costs for such intentional conduct. Any such decision and award is subject to appellate review by a United States District Court, or in the event such court lacks jurisdiction, then any appropriate judicial body which shall conduct, in lieu of the Federal Arbitration Act



or any state arbitration act standards, a de novo review of the record, including the findings and conclusions of law in the arbitration decision, but without a new trial and based solely on the existing arbitration record on any of the merits of the matters that are the subject of the arbitration decision. Any decision by a judicial body shall be appealable in accordance with the applicable appellate law governing that judicial body.

(g) The decision of the arbitration panel shall be the sole and exclusive remedy between the Parties regarding any and all claims and counterclaims with respect to the subject matter of the arbitrated dispute and the decision of the arbitration panel shall not be appealable, shall not be subject to collateral review by any Court, and shall not be used by the Parties in any proceeding or forum that is not subject to this Agreement with the following exceptions: 1.) either party may appeal a final arbitration decision to a federal court with jurisdiction or alternatively to any appropriate judicial authority, where there is any final decision in excess of \$10 million and/or any decision that has a financial impact on the party's operations in excess of \$10 million; and 2.) as provided for above, any decision and/or award which purports to include monetary damages shall be subject to the de novo review described in Paragraph 1 (f) above. An arbitration decision shall become final on the 30<sup>th</sup> day after it is entered (the "Finality Date") unless an appeal is filed by either party prior to the Finality Date. Notwithstanding the provisions of this Agreement, the parties shall be entitled to enforce a decision of the arbitration panel in any manner allowed by law.

(h) This Dispute Resolution Agreement terminates simultaneously with the termination of the Resale and Marketing Agreement, at which time all non-final dispute resolution activities and proceedings terminate and are withdrawn, without prejudice to the parties' ability to pursue whatever legal options are available, the arbitrators lose jurisdiction and any non-final findings, awards and decisions are null and void.

(i) Notwithstanding the foregoing, any dispute, controversy or claim arising out of or relating to the Stock Purchase Agreement, except disputes involving SBC's hostile effort to obtain a controlling interest in CLEC without the consent of CLEC's officers and directors, shall be subject to this Dispute Resolution Agreement.

## **2. LIMITATION OF REMEDIES**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY OTHER AGREEMENTS BETWEEN THE PARTIES, THE PARTIES VOLUNTARILY AGREE, AFTER CONSULTATION WITH THEIR RESPECTIVE COUNSEL, THAT THE RIGHTS AND REMEDIES AS STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO EITHER PARTY WITH RESPECT TO ANY DISPUTES ARISING OUT OF OR RELATING TO THE AGREEMENTS AND ALL DEALINGS, ARRANGEMENTS, NEGOTIATIONS, AND/OR COMMUNICATIONS BETWEEN THE PARTIES, INCLUDING SUCH MATTERS WITH RESPECT TO ACTUAL OR POTENTIAL RETAIL OR WHOLESALE TERMS AND CONDITIONS APPLICABLE TO ANY AREA WITHIN THE DOMESTIC UNITED STATES, AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES THAT A PARTY MAY POSSESS PURSUANT TO STATUTE, OR AT COMMON LAW OR IN EQUITY.**

3. PARTICIPATION IN OTHER PROCEEDINGS. Notwithstanding other terms of this agreement, CLEC may participate and/or continue its participation in proceedings involving material industry-wide issues and issues that have industry-wide applicability that do not involve allegations or claims directly between CLEC and SBC before the FCC and state public utility commissions and in the performance measurement proceedings in California, Nevada and Texas; and SBC may participate and/or continue its participation in any proceedings involving such industry-wide material issues, any generic proceedings and any proceedings involving other parties, including without limitation regulatory proceedings in which CLEC may be a party that will be subject to dismissal as to CLEC under this Agreement, like the Covad/Rhythms arbitration in Illinois.

IN WITNESS WHEREOF, the Parties have caused this Dispute Resolution Agreement to be executed by their respective authorized representatives as of the date first written above.

**SBC Communications Inc.**

**CLEC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule D**  
**Performance Remedy Plan – TX (T2A)**

**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.

- 1.0 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, as approved by the Texas Commission. 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, Low and Medium groups as those terms are used below.
- 1.1 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 20<sup>th</sup> 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, although the use of permutation tests as outlined below is appropriate comparison of performance delivered to CLECs with SWBT performance as described in Alternative-1 under the "Qualifications to use Z-Test" heading below is preferred.

#### 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 where the performance delivered to 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, performance delivered to a CLEC for each observation shall not exceed the ILEC averages plus the applicable critical Z-value. If the CLEC's performance is outside the ILEC average plus the critical Z-value and it is the second consecutive month, 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.

For measurements that are expressed as percentages, the percentage for CLEC shall not exceed ILEC percentage plus the applicable critical Z-value. If the CLEC's performance is outside the ILEC percentage plus the critical Z-value and it is the second consecutive month, 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 will be applied to calculate the z-statistic using the following logic:

- Choose a sufficiently large number T.
- Pool and mix the CLEC and ILEC data sets.

- 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  $n_{ILEC}$ ).
- Compute and store the Z-test score ( $Z_S$ ) for this sample.
- 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).
- Order the  $Z_S$  results computed and stored in step 4 from lowest to highest.
- Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- Repeat the steps 2-7 ten times and combine the results to determine  $P = (\text{Summation of ranks in each of the 10 runs divided by } 10T)$ .
- 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.
- Compare  $Z_A$  with the desired critical value as determined from the critical Z table. If  $Z_A >$  the designated critical Z-value in the table, then the performance is non-compliant.

4.3 SWBT and CLEC will 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 on Appendix -1.
- 5.4 Assessments are applicable to Tier-2 measures identified as High, Medium, or Low on Appendix -1 and are payable to the Texas 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 Texas, unless the CLEC has a payment plan that is not comparable to that in Tier 1 of this Attachment 17: Performance Remedy Plan. For purposes of this paragraph, a payment plan that is not comparable to that in Tier-1 of Attachment 17 is a plan that provides for a separate set of payments relating to performance on specified competition-affecting measures, over and above (or without) liquidated damages payments that are calculated in a fashion analogous to the method of calculation used in Tier-1 of Attachment 17. SWBT agrees that all payment plans in interconnection agreements approved by the Texas PUC as of December 16, 1999, are comparable to Tier 1 of Attachment 17 under this standard.

## **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 PURA 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 Texas 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 under Subchapter Q of its Procedural Rules or, if the parties agree, through commercial arbitration with the American Arbitration Association. 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; or non-SWBT Y2K problems.
- 7.3 CLEC agrees that a maximum annual cap of \$289 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 Texas interconnection agreement with a CLEC) and Tier-2 Assessments or voluntary payments made by SWBT pursuant to any Texas 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 \$289 million per year, or less than \$225 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 \$24.08 million ( $\$289 \text{ million} \div 12$ ) for Tier-1 liquidated damages will apply to all performance payments made by SWBT under all SWBT Texas 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 Texas 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 Texas 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 Texas 271 Agreement.

- 7.3.1 Whenever SWBT Tier-1 payments to an individual CLEC in a given month exceed \$ 3 million, or the Tier-1 payments to all CLECs Tier-1 payments 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 Subchapter Q of the Commission's Procedural Rules. 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 \$ 1 million 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 Subchapter Q of the Commission's Procedural Rules. 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 should 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 American Arbitration Association (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 Texas interconnection agreements reaches the annual cap within a given year and SWBT continues to deliver non-compliant 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 Attachment-1 as High, Medium, or Low when SWBT delivers "non-compliant" performance as defined above.

8.1 Under the damages for Tier-1 measures, the number of measures that may be classified as "non-compliant" 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 non-compliant 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 non-compliant performance). Type-2 error is the mistake of not identifying a violation when the ILEC is providing discriminatory or non-compliant performance.

- 8.2 Liquidated damages in the amount specified in the table below apply to all “non-compliant” 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 that are 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 on Appendix -2 as “Measurements that are 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 in “Methods of calculating the liquidated damages and penalty amounts,” below.
- 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 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

### 9.0 Tier-2 Assessments to the State:

- 9.1 Assessments payable to the Texas 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, 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; for each occurrence is payable to the Texas State Treasury for each measure that exceeds the Critical Z-value, shown in the table 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 above for each occurrence with the applicable cap is payable to the Texas 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 above is payable to the Texas 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.<sup>1</sup>

**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
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%

<sup>1</sup> This sentence is added to clarify the manner in which Critical-Z value is calculated.

## **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 results.
- 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 the section titled "Exclusions Limited."
- 10.3 When SWBT performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, SWBT shall make payment in the required amount on or before the 30<sup>th</sup> 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 for January – March performance, then those payments will be due May 15, 30 days after the April 15 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 \$3,000 per day to the Texas 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 \$3,000,000 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 \$ 3,000,000 to a single CLEC (or \$ 10,000,000 to all CLECs), 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 Damage and Assessment Amounts**

The following methods apply in calculating per occurrence liquidated damage 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 "non-compliant" 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 non-compliant 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 non-compliant 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 4.0 and the Business Rules.).

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

$\%diff = (Clec\_result - Calculated\_Value) / Calculated\_Value$ .  
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.

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 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 to determine the applicable liquidated damages for the given month for that measure.

11.1.2.3 Measures for Which the Reporting Dimensions are Ratios or Proportions.

Step 1: Calculate the rate 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.

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

Step 3: Multiply the total number of data points by the difference 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.

12.1 Tier Two Liquidated Damages

12.1.1 Determine the Tier-2 measurement results, such as High, Medium, or Low that are non-compliant 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 non-compliant 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 monthly average or the mean 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 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:

$\%diff = (\text{actual average} - \text{calculated average}) / \text{calculated average}$ .  
(high average indicates poor performance.). The percent difference will be capped at a maximum of 100%.

Benchmark measures:

$\%diff = (\text{actual average} - \text{benchmark} - \text{critical Z}) / \text{actual average}$ .

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 Texas State Treasury for that measure.

12.1.3 Measures for Which the Reporting Dimensions are Percentages.

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 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.

12.1.4 Measures for Which the Reporting Dimensions are Ratios or Proportions.

- Step 1: Calculate the rate for the measure for the aggregate CLEC that would yield the Critical Z-value 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 4.0 and the Business Rules.).

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

Diff = (CLEC rate - Calculated rate) (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.)

- Step 3: Multiply the total number of service orders by the difference calculated in the previous step for each month. 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 December 16, 1999 Amendments**

13.1 The following amendments to the this Attachment 17: Performance Remedy Plan specifically address concerns raised by the Commission during its November 4, 1999 Open Meeting. These amendments are interim in nature and will expire when the results reflect three months of compliant performance as set forth below:

13.1.1. For the following amendments, any Tier 2 assessment changes will be based on results considering data from all CLECs operating in Texas regardless of whether they have opted into this Attachment 17: Performance Remedy Plan.

13.1.2 For the following amendments, any Tier 1 changes or additions will only be applicable to those CLECs that have opted into this Attachment 17: Performance Remedy Plan.

13.1.3 On an interim basis, SWBT will not apply the K exemption on each of the following measurements until SWBT demonstrates three consecutive months of compliant performance for that measurement ("compliant performance" is defined in this amendment as performance which is in parity or within the benchmark as defined by the statistical tests as described in this Attachment.) After three consecutive months of compliant performance for a measurement, this paragraph of the amendment will no longer be effective for that measurement, and application of the K exemption will resume.

13.1.3.1 PM 38-05-DF & 38-05-ST - % Missed Repair Commitments for UNE Combos-Dispatch

13.1.3.2 PM 41-03-DF, 41-03-HS & 41-03-ST - % Repeat Reports for UNE Combos

13.1.3.3 PM 55.1 (All Market Areas) - Average Installation Interval - DSL

13.1.3.4 PM 57 (All Market Areas) - Average Response Time for DSL Loop Make-up Information

13.1.3.5 PM 65-02-CW & 65-02-DF - Trouble Report Rate for 5.0dB Loop with Test Access

13.1.3.6 PM 109 - % Request Processed within Tariffed Timeliness-Collocation - This measurement will be updated based on the new Tariff intervals.

13.1.3.7 PM 70-01-HS - % Trunk Blockage - SWBT End Office to CLEC End Office-Houston

13.1.3.8 PM 78-01 (All Market Areas) - Average Interconnection Trunk Installation Interval

13.1.4 On an interim basis, SWBT will increase the per measurement cap for Tier 2 payments on the following measures until SWBT demonstrates three consecutive months of compliant performance for that measure. After three months of compliant performance for the measure, this paragraph of the amendment will no longer be effective for that measure.

13.1.4.1 PM 17 Billing Completeness – This measurement is Tier 2 “Medium” assessment, which equates to a \$300 per occurrence assessment with a \$30,000 CAP. For the interim period described herein, SWBT will raise this measurement to a Tier 2 “High” assessment with penalties of \$500 per occurrence with a \$75,000 cap.

13.1.4.2 PM 70 % Trunk Blockage – SWBT End Office to CLEC End Office – Houston. This measurement is a Tier 2 “High”, which equates to a \$500 per occurrence assessment with a \$75,000 cap. For the interim period described herein, SWBT will raise the Tier 2 assessments to \$1,500 per occurrence with a \$225,000 cap.

13.1.5 The increased cap for PM 17 and PM 70 (as set out above) will take effect with November performance at which time monthly damage assessments, where applicable, will be based on September, October, and November performance.

13.1.6 For the interim period described herein, SWBT will change PM 78 Average Interconnection Trunk Installation Interval from a per occurrence damage and assessment category to a per measurement category until SWBT demonstrates three consecutive months of compliant performance for PM 78.

13.1.7 Effective with the January, 2000 performance measurements, SWBT agrees to add an interim measurement on coordinated cutovers to measure the length of time it takes to physically complete the cutover. (See, PM 114.1, Attachment 17, Appendix III: Performance Measurement Business Rules (Version 1.6)) On an interim basis, until the first six month review process this interim measurement will not be subject to the K exemption.

13.1.8 Effective with the January, 2000 performance measurements, SWBT agrees to add an interim measurement (PM 73.1) on the percentage of held interconnection trunk orders greater than 90 calendar days. (See, PM 73.1 Attachment 17, Appendix III: Performance Measurement Business Rules (Version 1.6)). On an interim basis until the first six month review process, this interim measurement will not be subject to the K exemption.

13.1.9 Notwithstanding any Attachment 17: Performance Remedy Plan provision, SWBT may, at any time, bring a complaint to the Commission pursuant to the expedited dispute resolution procedures that SWBT should not be subject to a payment pursuant to PM 73.1 and SWBT should be provided any other appropriate relief because a CLEC's action contributed to SWBT's inability to meet this measure. In the Commission's consideration of any such complaint, it will consider such issues as the CLEC's history of ordering, percent trunk utilization, forecasts, history regarding past-due orders, and whether there were other viable provisioning alternatives to address the CLEC's needs.

#### **14.0 Advanced and Nascent Services:**

14.1 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 Texas State Treasury on those measurements listed in §14.2 below (the "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.

14.2 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

14.3 The additional voluntary payments referenced in §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
- months or more in a calendar year.

14.4 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 Texas for 6 or more months in a calendar year, the voluntary payments will be calculated as if all such months were missed consecutively.

14.5 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 Texas 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 Texas State treasury by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then trebling that amount.

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

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

Appendix 1: Measurements Subject to Per Occurrence Damages or Assessment with a Cap and Measurements Subject to Per Measure Damages or Assessment

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

Appendix 3: Performance Measurement Business Rules (Version 1.7)



## APPENDIX

### MEASUREMENTS SUBJECT TO PER OCCURRENCE DAMAGES

#### OR ASSESSMENT WITH A CAP

### MEASUREMENTS SUBJECT TO PER MEASURE DAMAGES

#### OR ASSESSMENT

##### **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)

##### **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)

## APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES  
IDENTIFIED AS HIGH, MEDIUM AND LOW

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						

666  
999

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
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
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	-

1000

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
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	-	-	-	-	-	-

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
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
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	-	-	-	-	-	-

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
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)

##### 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	-	-	-	-	-	-

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
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
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

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High

#### **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	-	-



Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
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)

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						
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

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 <u>the tariffed timelines</u>	✓	-	-	-	-	-

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High

#### **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	✓	-	-	-	-	-

#### **XII. COORDINATED CONVERSIONS**

114. % Pre-mature disconnects (Coordinated Cutovers)	-	-	✓	-	-	X
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115.1 Mean Time To Restore - Provisioning Trouble Report (PTR)	-	-	-	-	-	-
116. % Missed mechanized INP conversions - Eliminated 7/12/00						

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High

### ***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	-	-	-	-	-	-
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**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.

<b>Levels of Disaggregation:</b>		
Address Verification <ul style="list-style-type: none"><li>• Request For Telephone Number</li><li>• Request For Summary Customer Service Record (CSR) &lt; = 30 WTNs (Also broken down for Lines as required for DIDs).</li><li>• Request For Summary Customer Service Record (CSR) &gt; 30 WTNs (Also broken down for Lines as required for DIDs).</li><li>• Request for Detailed Customer Service Request (CSR)</li><li>• Service Availability</li><li>• Service Appointment Scheduling (Due Date)</li><li>• Dispatch Required</li><li>• PIC</li><li>• Actual Loop Makeup Information requested - actual data returned</li><li>• Actual Loop Makeup Information requested - design data returned</li><li>• Design Loop Makeup Information requested - design data returned</li><li>• Protocol translation time – EDI input messages</li><li>• Protocol translation time – EDI output messages</li><li>• Protocol translation time – CORBA input messages</li><li>• Protocol translation time – CORBA output messages</li></ul>		
<b>Calculation:</b>	<b>Report Structure:</b>	
$\frac{\sum[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})] + (\text{Number of Queries Submitted in Reporting Period})}{\text{Number of Queries Submitted in Reporting Period}}$	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.	
<b>Measurement Type:</b>		
<b>Tier 1 – None</b>		
Tier 2 – None		
<b>Benchmark:</b>		
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		
<b>Measurement</b>	<b>DataGate/EDI/CORBA/</b>	<b>Verigate</b>
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
<i>Service Availability</i>	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

<b>1.1. Measurement (Formerly PM 57)</b>	
<b>Average Response Time for Manual Loop Make-Up Information</b>	
<b>Definition:</b>	
The average time required to provide manual loop qualification for xDSL capable loops measured in business days.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>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.</li> </ul>	
<b>Business Rules:</b>	
<p>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.</p> <p>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.</p> <p>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.</p>	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>None</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\Sigma(\text{Date and Time the Loop Qualification is made available to CLEC} - \text{Date and Time the CLEC request is received}) / \text{Total number of loop qualifications}$	By CLEC, All CLECs and SWBT or its affiliates (or SWBT acting on behalf of its' affiliate).
<b>Measurement Type:</b>	
Tier 1 – Low Tier 2 – Medium	
<b>Benchmark:</b>	
3 business days, Critical z-value applies.	

<b>1.2 Measurement (New Measure)</b>	
<b>Accuracy of Actual Loop Makeup Information Provided for DSL Orders</b>	
<b>Definition:</b>	
The percent of accurate DSL actual Loop Makeup Information provided to the CLEC.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
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.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• DSL actual Loop Makeup Information provided manually</li> <li>• DSL actual Loop Makeup Information provided electronically</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# 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.
<b>Measurement Type:</b>	
<b>Tier 1 – Low</b> Tier 2 – Medium	
<b>Benchmark:</b>	
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:

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

#### Report Structure:

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
<i>Address Verification</i>	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
<i>Service Availability</i>	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



Appendix Performance Measurements Business Rules (Version 1.7)-TX (T2A)  
082400

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

<b>4. Measurement</b>	
<b>OSS Interface Availability</b>	
<b>Definition:</b>	
Percent of time OSS interface is available compared to scheduled availability.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• None</li> </ul>	
<b>Business Rules:</b>	
<p>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.</p>	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• EASE reported for Consumer and Business</li> <li>• EDI reported by protocol (SSL3, FTP, NDM, VAN)</li> <li>• EDI/CORBA for Pre-order</li> <li>• DataGate</li> <li>• Verigate</li> <li>• LEX</li> <li>• RAF – By CLEC</li> <li>• TOOLBAR <ul style="list-style-type: none"> <li>• <u>Order Status</u></li> <li>• <u>Trouble Administration</u></li> </ul> </li> <li>• <u>Provisioning Order Status</u></li> <li>• <u>Solid GUI (Diagnostic)</u></li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$[(\text{Hours functionality is available during the scheduled available hours}) \div \text{Scheduled system available hours}] * 100$	<p>Reported on an aggregate CLEC basis by interface. The RAF will be reported on an individual CLEC basis.</p>

<b>4.1 Measurement (NEW MEASURE)</b>	
<b>Pre-Order Backend System Database Query Availability</b>	
<b>Definition:</b>	
Percent of time backend systems used for pre-order are available compared to scheduled availability.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• None</li> </ul>	
<b>Business Rules:</b>	
<p>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.</p>	
<b>Levels of Disaggregation:</b>	
<p>Wholesale and Retail Impacts Identified for:</p> <ul style="list-style-type: none"> <li>• Address Verification (South PREMIS – Texas Only)</li> <li>• Request For Telephone Number (South PREMIS – Texas Only)</li> <li>• PIC (South PREMIS – Texas Only)</li> <li>• Request For Summary Customer Service Record ( 3 Texas Regions of CRIS)</li> <li>• Service Availability (3 Texas Regions of CRIS)</li> <li>• CLLI (3 Texas Regions of CRIS)</li> <li>• Due Date ( 3 Texas Regions of SORD)</li> <li>• Dispatch Required (South LFACS – Texas Only)</li> <li>• Loop Makeup Information (LoopQual)</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\left[ \frac{\text{Hours functionality is available during the scheduled available hours}}{\text{Scheduled system available hours}} \right] * 100$	Reported on a SWBT and aggregate CLEC basis by backend system.

<b>Measurement Type:</b>
Tier 1 – None
Tier 2 – None
<b>Benchmark:</b>
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:
$(\# \text{ FOCs returned within "x" hours} \div \text{total FOCs sent}) * 100$	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:	
<p>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 <i>only if</i> SWBT has met the benchmark on the corresponding "percent within x" measurement.</p> <p>The critical z-value does not apply to the following categories</p> <ul style="list-style-type: none"> <li>• Simple res. and bus – LEX, EDI and Manual</li> <li>• Complex business – LEX, Manual</li> <li>• UNE (1-49) – EDI, LEX</li> <li>• Simple res. and bus LNP only (1-19) – LEX, EDI</li> <li>• Simple res. and bus. LNP with loop (1-19) – LEX, EDI</li> <li>• LNP Complex Business – LEX, EDI</li> </ul> <p>The critical z-value applies to all other categories.</p>	

### **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:**

(# FOCs returned within "x" hours ÷ total FOCs sent) \* 100

**Report Structure:**

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.

<b>Measurement Type:</b>
UNE xDSL Capable Loops: Tier 1 – Low, Tier 2-Medium Line Sharing: Diagnostic (New product, no historical data)
<b>Benchmark:</b>
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.

<b>5.2 Measurement: (New Measure)</b>	
<b>Percent Firm Order Confirmations (FOCs) Returned within X days on ASR requests</b>	
<b>Definition:</b>	
Percent of FOCs returned within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• All LSRs</li> <li>• Access Orders purchased from SWB tariffs</li> <li>• Rejected (manual and electronic) ASRs.</li> <li>• SWBT only Disconnect orders.</li> </ul>	
<b>Business Rules:</b>	
<p>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.</p>	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Interconnection Facilities and Trunks &lt; 7 Business Days</li> <li>• Unbundled Dedicated Transport <ul style="list-style-type: none"> <li>• DS3s &lt; 5 Business Days</li> <li>• DS1s &lt; 1 Business Day</li> </ul> </li> <li>• <b>Projects – Negotiated</b></li> <li>• Broadband service product (Note: Additional disaggregations may be required as necessary in the future.</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# FOCs returned within "x" hours ÷ total FOCs sent) * 100	Reported by CLEC, all CLECs, and SWBT affiliate
<b>Measurement Type:</b>	
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**

<b>6. Measurement:</b>	
<b>Average Time To Return FOC</b>	
<b>Definition:</b>	
The average time to return FOC from receipt of complete and accurate service request to return of confirmation to CLEC.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Rejected Orders.</li> <li>• SWBT only Disconnect orders.</li> <li>• Orders involving major projects.</li> </ul>	
<b>Business Rules:</b>	
See Measurement No. 5	
<b>Levels of Disaggregation:</b>	
Disaggregate for LEX and EDI by the following: <ul style="list-style-type: none"> <li>• Mechanically received via LEX/EDI and FOC'd without LSC intervention (mechanical/mechanical) - Overall average - Reported for 90% and 95%</li> <li>• Mechanically received via LEX/EDI and FOC'd with LSC intervention (mechanical/manual) - Overall average - Reported for 90% and 95%</li> <li>• Received manually via FAX/paper and FOC'd via FAX (manual/manual) - Overall average - Reported for 90% and 95%</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\Sigma[(\text{Date and Time of FOC}) - (\text{Date and Time of Order Received by SWBT})]/(\# \text{ of FOCs})$	Reported for CLEC and all CLECs.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

<b>6.1 Measurement: (New Measure)</b>	
<b>Average Time to Return DSL FOC's</b>	
<b>Definition:</b>	
The average time to return DSL FOC's from receipt of complete and accurate service request to return of confirmation to CLEC.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• DSL Orders-orders rejected for incomplete or incorrect LSR</li> <li>• DSL Orders-orders denied for pair gain</li> <li>• SWBT only Disconnect orders.</li> <li>• Orders involving major projects.</li> <li>• Rejects for non-conformance as to PSD masks if, and only if, the CLEC requests such qualification on the LSR</li> </ul>	
<b>Business Rules:</b>	
See Measurement No. 5.1	
<b>Levels of Disaggregation:</b>	
Disaggregate for LEX and EDI by the following:	
<ul style="list-style-type: none"> <li>• Mechanically received via LEX/EDI and FOC'd without LSC intervention (mechanical/mechanical) – Overall average - Reported for 90% and 95%</li> <li>• Mechanically received via LEX/EDI and FOC'd with LSC intervention (mechanical/manual) - Overall average - Reported for 90% and 95%</li> <li>• Received manually via FAX/paper and FOC'd via FAX (manual/manual) - Overall average - Reported for 90% and 95%</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\Sigma[(\text{Date and Time of FOC}) - (\text{Date and Time of Order Received by SWBT})]/(\# \text{ of FOCs})$	Reported for CLEC and all CLECs and SWB Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	



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

<b>7.1 Measurement</b>	
<b>Percent Mechanized Completions Notifications Available Within one Day of Work Completion</b>	
<b>Definition:</b>	
Percent Mechanized Completions Notifications Available Within one Day	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Exclude Weekends And Holidays</li> </ul>	
<b>Business Rules:</b>	
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.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>LEX</li> <li>EDI</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# 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.
<b>Measurement Type:</b>	
Tier 1 – Low Tier 2 – None	
<b>Benchmark:</b>	
97% The critical z-value does not apply.	

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

<b>9. Measurement</b>	
<b>Percent Rejects</b>	
<b>Definition:</b>	
The number of rejects compared to the issued unique LSRs and SUPPs for the electronic interfaces (EDI and LEX).	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Notifications returned post-FOC as electronic jeopardies.</li> </ul>	
<b>Business Rules:</b>	
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.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• None</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of rejects ÷ total unique LSRs and SUPPs ) * 100	Reported by CLEC, SWBT DSL Affiliate and all CLECs for the electronic interfaces (EDI and LEX).
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Measurement is diagnostic. No benchmark required.	

<b>10. Measurement</b>	
<b>Percent Mechanized Rejects Returned Within one hour of receipt of LSR</b>	
<b>Definition:</b>	
Percent mechanized rejects returned within one hour of the receipt of the LSR	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• None</li> </ul>	
<b>Business Rules:</b>	
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.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• LEX</li> <li>• EDI</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{(\# \text{ mechanized rejects returned within 1 hour}}{\div \text{ total rejects}) * 100}$	Reported for CLEC and all CLECs and SWB affiliate.
<b>Measurement Type:</b>	
Tier 1 – Low Tier 2 – None	
<b>Benchmark:</b>	
97% within 1 hour. The Critical z-value applies.	

<b>10.1 Measurement:</b>	
<b>Percent Manual Rejects Received Electronically and Returned Within X Hours</b>	
<b>Definition:</b>	
Percentage of manual rejects received electronically and returned within X hours of the receipt of LSR from CLEC.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Rejects of LSRs received through manual process i.e. via mail, fax or courier</li> </ul>	
<b>Business Rules:</b>	
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.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>EDI and LEX (for reporting purposes only, aggregated for purposes of penalty)</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# 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.
<b>Measurement Type:</b>	
<p><b>Tier 1 – Low</b></p> <p>Tier 2 – None</p>	
<b>Benchmark:</b>	
97% within 6 Hours. Critical z-value does not apply.	

<b>10.2 Measurement: (New Measure)</b>	
<b>Percentage of Orders that receive SWB-caused Jeopardy Notifications</b>	
<b>Definition:</b>	
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.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• None</li> </ul>	
<b>Business Rules:</b>	
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).	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999)</li> <li>• Facilities Jeopardies</li> <li>• Other SWBT caused Jeopardies</li> <li>• CLEC/EU caused Jeopardies ( See Jeopardy Codes Below – Appendix Four)</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Number of orders jeopardized ÷ Number of orders confirmed) * 100	Reported by CLEC and all CLECs and SWB affiliate.
<b>Measurement Type:</b>	
<b>Diagnostic</b>	
<b>Benchmark:</b>	
Diagnostic	

<b>11. Measurement</b>	
<b>Mean Time to Return Mechanized Rejects</b>	
<b>Definition:</b>	
Average time required to return a mechanized reject.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>See Measurement No. 10</li> </ul>	
<b>Business Rules:</b>	
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.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>EDI</li> <li>LEX</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{\sum[(\text{Date and Time of Order Rejection}) - (\text{Date and Time of Order Receipt})]}{(\# \text{ of unique LSR's and Supps Rejected})}$	Reported on CLEC and all CLECs and SWB Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	



<b>11.1 Measurement:</b>	
<b>Mean Time to Return Manual Rejects that are Received Electronically via LEX or EDI</b>	
<b>Definition:</b>	
Average time to return manual rejects received electronically via LEX or EDI; receipt to return.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>See Measurement 10.1</li> </ul>	
<b>Business Rules:</b>	
See Measurement 10.1	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>See Measurement 10.1</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
{Σ(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.
<b>Measurement Type:</b>	
<p><b>Tier 1 – None</b></p> <p>Tier 2 – None</p>	
<b>Benchmark:</b>	
6 Hours Critical z value does not apply.	

<b>11.2 Measurement: (New Measure)</b>	
<b>Average SWB-caused Jeopardy Notification Interval</b>	
<b>Definition:</b>	
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).	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• None</li> </ul>	
<b>Business Rules:</b>	
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.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999)</li> <li>• Facilities Jeopardies</li> <li>• Other SWBT caused Jeopardies</li> <li>• CLEC/EU caused Jeopardies (See Jeopardy Codes Below – Appendix Four)</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
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.
<b>Measurement Type:</b>	
Diagnostic	
<b>Benchmark:</b>	
TBD	

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

<b>12.1 Measurement (New Measure)</b>	
<b>Percent Provisioning Accuracy for non-flow through orders</b>	
<b>Definition:</b>	
Percent of posted (non-flow through) service orders submitted via LEX/EDI that are provisioned as requested on the CLEC submitted LSR.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Flow through service orders as identified in PM 13</li> <li>• Cancelled Orders</li> <li>• Rejected orders due to CLEC caused errors</li> </ul>	
<b>Business Rules:</b>	
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.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• None</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# 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
<b>Measurement Type:</b>	
Tier 1 – High Tier 2 – None	
<b>Benchmark:</b>	
95%	

<b>13. Measurement</b>	
<b>Order Process Percent Flow Through</b>	
<b>Definition:</b>	
Percent of orders from entry to distribution that progress through SWBT ordering systems without manual intervention.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes rejected orders</li> <li>• 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.</li> </ul>	
<b>Business Rules:</b>	
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.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• EASE</li> <li>• LEX</li> <li>• EDI</li> </ul> <p>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).</p>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# 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.
<b>Measurement Type:</b>	
Tier 1 – Low Tier 2 – High	
<b>Benchmark:</b>	
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).

<b>Calculation:</b>	<b>Report Structure:</b>
(# 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

<b>14. Measurement</b>	
<b>Billing Accuracy</b>	
<b>Definition:</b>	
SWBT performs three bill audits to ensure the accuracy of the bills rendered to its customers: CRIS, CABS and toll/usage.	
<b>Exclusions:</b>	
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.	
<b>Business Rules:</b>	
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.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>CLEC and non-CLEC</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# 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.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Parity	

<b>15. Measurement</b>	
<b>Percent of Accurate and Complete Formatted Mechanized Electronic Bills via EDI or BDT</b>	
<b>Definition:</b>	
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"	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• None</li> </ul>	
<b>Business Rules:</b>	
<p>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&amp;C charges should equal the total for the OC&amp;C section. Similar audits are performed for total current charges and the amount due.</p> <p>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&amp;C charges should equal the total for the OC&amp;C section. Similar audits are performed for total current charges and the amount due.</p>	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• EDI</li> <li>• BDT</li> <li>• 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.</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(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



<b>Measurement Type:</b>
Tier 1 ~ Low Tier 2 ~ High
<b>Benchmark:</b>
99% Critical z-value does not apply for EDI, Critical z-value applies for BDT.

## **16. Measurement:**

**Percent of Accurate Usage Records transmitted (of those records that are subject to active CLEC review) via the "Extract Return File" process.**

### **Definition:**

For those CLECs who agree to utilize the "Extract Return Process," this measure identifies the usage records transmitted, within a given month, by SWBT to the CLECs on the Daily Usage extract feed that have been identified by the CLECs as being inaccurate. The CLECs would return these inaccurate records (preferably within the same month) via the "Extract Return File" process to SWBT. SWBT would then be responsible for validating that these records or a portion of these records were, indeed, transmitted inaccurately. CLECs will have an opportunity to contest any determination by SWBT that a record identified by a CLEC as inaccurate should be considered accurate.

### **Exclusions:**

- Records that are classified as category "01" (the first two digits of the EMI record) which are rated records provided by other companies for SWBT to transmit via the Daily Usage Extract feed to the CLECs
- Category "11" records until such time that the industry has established a return code standard through the OBF forum
- Usage records that are not returned within 30 days via the "Extract Return File"
- Usage records transmitted to CLECs who do not affirmatively agree to utilize the "Extract Return File" process.

### **Business Rules:**

Controls and edits within the billing system uncover certain types of errors that are likely to appear on the usage records. When these errors are uncovered, a new release of the program is written to ensure that the error does not occur again. Thus, an error that is reported in one month should not occur the next month because the billing program error would have been fixed by the next month.

In addition, records identified as inaccurate by the CLECs should be returned to SWBT via the "Extract Return File" process. SWBT will 30 days to validate and correct these records or a portion of these records (as appropriate) and retransmit them to the CLECs. SWBT will be held liable only for the records that have been validated as being inaccurate out of the total number of records returned by the participating CLECs. It is possible that through the validation processes, SWBT may determine that none of the records returned are inaccurate. In that case, SWBT will notify the CLEC of its determination. If the parties cannot agree on the correct determination, either party may invoke dispute resolution.

### **Levels of Disaggregation:**

- None

<b>Calculation:</b>	<b>Report Structure:</b>
(Total usage records transmitted– total usage records returned by the CLECs via the “Extract Return File” process and validated to be inaccurate) ÷ total usage records transmitted) * 100	Reported for CLEC and all CLECs.
<b>Measurement Type:</b>	
Tier 1 – Low	
Tier 2 – None	
<b>Benchmark:</b>	
95% Critical z-value applies	

<b>17. Measurement</b>	
<b>Billing Completeness</b>	
<b>Definition:</b>	
Percent of service orders completed within the billing cycle that post in the CRIS or CABS billing systems prior to the CLECs bill period.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Access Service Orders billed through CABS.</li> <li>Interconnection Trunk Orders</li> </ul>	
<b>Business Rules:</b>	
<p>The Billing Completeness Measure includes all orders and is created from the Posted Service Order Database (PSOD). PSOD includes copies of all posted service orders for both the CRIS and CABS. PSOD includes the Bill Period, Completion Date, and Post Date for each Service Order as well as an On-Time/Late indicator created based on these dates. This On-Time/Late indicator is calculated as follows:</p> <ol style="list-style-type: none"> <li>Determine the Bill Date, Completion Date, and Post Date for any order that has an OCN number regardless of order type.</li> <li>Calculate the Bill Date minus one month by subtracting one month from the Bill Date.</li> <li>Determine the Bill Render Date by using the Bill Date to look up the Bill Render Date on the Bill Period Calendar.</li> <li>Compare the Completion Date, Bill Date, Bill Date Minus one month, Bill Render Date, and Post Date of the service order to determine if order is on-time or late: <ul style="list-style-type: none"> <li>If the Completion Date of the service order is prior to the Bill Date minus one month, then the order is late.</li> <li>Compare the Post Date to the Bill Render Date. If the Post Date is earlier than or equal to the Bill Render Date and the Completion Date of the service order is equal to or greater than the Bill Date minus one month, then the order is on time.</li> <li>In all other cases, the order is late.</li> <li>The Billing Completeness Measure for each month is based on all orders that post within that given month. The denominator of the measure is all orders within a month. The numerator is the total number of on-time orders for that same month. The Billing Completeness Measure calculation is completed for each CLEC, for all CLECs, and for all retail service orders. The CLEC orders for both CRIS and CABS are defined as all service orders that include the AECN or OCN FID. The retail orders are all CRIS orders that do not include an AECN.</li> </ul> </li> </ol>	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>None</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of on-time service orders included in current applicable bill period ÷ total service orders in current applicable billing period) *100	Reported by CLEC, all CLECs, SWBT, and ASI where applicable.
<b>Measurement Type:</b>	
Tier 1 – Low Tier 2 – Medium	

<b>Benchmark:</b>
Parity with SWBT Retail.

## 17.1 Measurement (New Measure)

### Service Order Posting

#### Definition:

*Number of Days for Service Order Posting at the 85, 90, and 95 Percentiles*

#### Exclusions:

- Access Service Orders billed through CABS
- Interconnection Trunk Orders

#### Business Rules:

This measure includes all SORD orders and is created from the Posted Service Order Database (PSOD). This measurement will determine the number days to post a service order to CRIS or CABS billing system at the 85, 90 and 95 percentiles and the percentage of that posts within 5 business days. This measurement would include all SORD orders produced as a result of an LSR request (i.e., C, N, and D wholesale orders). The base for this measure is the total number of SORD service orders that post in a given month.

#### Levels of Disaggregation:

- CABS
- CRIS

#### Calculation:

85, 90 and 95 Percentile and the percentage of orders that posts within 5 business days

#### Report Structure:

Reported by CLEC and all CLECs

#### Measurement Type:

Diagnostic

#### Benchmark:

TBD

## 18. Measurement

### Mechanized Electronic Billing Timeliness EDI and BDT (Wholesale Bill)

#### Definition:

Mechanized Electronic Billing Timeliness measures the length of time from the billing date to the time it is sent or transmitted (made available) to the CLECs.

#### Exclusions:

- Excludes Weekends and Holidays.
- Excludes test transmissions

#### Business Rules:

The transmission date is used to gather the data for the reporting period. The measure counts the number of workdays between the bill day and transmission date for each bill.

#### Levels of Disaggregation:

- EDI
- BDT
- To the extent SWBT sends bills to CLECs using other 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:

$$\left( \frac{\text{Count of mechanized electronic bills transmitted on time}}{\text{total number of bills released}} \right) * 100$$

#### Report Structure:

Reported for CLEC and all CLECs and ASI where applicable.

#### Measurement Type:

Tier 1 – Low  
Tier 2 – High

#### Benchmark:

95% within 6<sup>th</sup> workday Critical z-value does not apply for EDI, Critical z-value applies for BDT.

<b>19. Measurement</b>	
<b>Daily Usage Feed Timeliness</b>	
<b>Definition:</b>	
Usage information is sent to the CLECs on a daily basis. This usage data must be sent to the CLEC within 6 work days in order to be considered timely.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Excludes Weekends and Holidays.</li> </ul>	
<b>Business Rules:</b>	
The measure uses the actual EMI usage records that are sent to the CLECs. Data date is the recording date of the usage and is part of the EMI usage record. Cycle date is the day the Daily Usage file is sent to the CLEC. Cycle date is found on the pack header record of the Daily Usage file.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>None</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{\text{(Number of usage feeds transmitted on time)}}{\text{total number of usage feeds}} * 100$	Reported for CLEC and all CLECs.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
95% within 6 <sup>th</sup> workday, Critical z-value does not apply.	



PM 20 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

## **Miscellaneous Administrative**

PM 21 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

<b>22. Measurement</b>	
<b>Local Service Center (LSC) Grade Of Service (GOS)</b>	
<b>Definition:</b>	
Percent of calls answered by the Local Service Center (LSC) within 20 seconds.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes Weekends and Holidays.</li> </ul>	
<b>Business Rules:</b>	
<p>The clock starts when the customer enters the queue and the clock stops when a SWBT representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SWBT call management system queue until the CLEC customer call is transferred to SWBT personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Hours of operation are 8:00 a.m. to 5:30 p.m. Monday through Friday.</p>	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• By SWBT LSC</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
Total number of calls answered by the LSC within a specified period of time ÷ Total number of calls answered by the LSC	Reported for all calls to the LSC by operational separation and SWBT.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – High	
<b>Benchmark:</b>	
Parity with SWBT RSC / BSC	

<b>23. Measurement</b>	
<b>Percent Busy in the Local Service Center (LSC)</b>	
<b>Definition:</b>	
Percent of calls which are unable to reach the Local Service Center (LSC) due to a busy condition in the ACD.	
<b>Exclusions:</b>	
See Measurement No. 22	
<b>Business Rules:</b>	
Blocked calls are those which are unable to reach the Local Service Center (LSC) due to a busy condition in the ACD.	
<b>Levels of Disaggregation:</b>	
See Measurement No. 22	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of blocked calls ÷ total calls offered) * 100	Reported for all CLECs and SWBT.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – Low	
<b>Benchmark:</b>	
Parity with SWBT RSC / BSC	

PM 24 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

<b>25. Measurement</b>	
<b>Local Operations Center (LOC) Grade Of Service (GOS)</b>	
<b>Definition:</b>	
Percent of calls answered by the Local Operations Center (LOC) within 20 seconds	
<b>Exclusions:</b>	
• None	
<b>Business Rules:</b>	
The clock starts when the customer enters the queue and the clock stops when the SWBT representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SWBT call management system queue until the CLEC customer call is transferred to SWBT personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. The Measure includes calls to the LOC related to provisioning activities, e.g., coordinated conversions, as well as maintenance activities.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Maintenance Calls (i.e., calls to 1-800-220-4818)</li> <li>• Provisioning Calls – DSL (i.e., calls to 1-817-212-5900)</li> <li>• Provisioning Calls – All other (i.e., calls to Resale: 1-817-212-5598 calls to Interconnection: 1-817-212-5588)</li> </ul>	
(The above telephone numbers are subject to change, but notification will be made via an Accessible Letter.)	
<b>Calculation:</b>	<b>Report Structure:</b>
Total number of calls answered by the LOC 20 seconds ÷ total number of calls answered by the LOC	Reported for all calls to the LOC by operational separation and SWBT Retail Repair Bureau (CSB) for maintenance calls.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – High	
<b>Benchmark:</b>	
<ul style="list-style-type: none"> <li>• Maintenance Calls – Parity with CSB</li> <li>• Provisioning Calls DSL – 90% within 20 seconds – critical z-value applies.</li> <li>• Provisioning Calls All Other – 90% within 20 seconds – critical z-value applies.</li> </ul>	

## 26. Measurement

### Percent Busy in the Local Operations Center (LOC)

#### Definition:

Percent of calls which are unable to reach the Local Operations Center (LOC) due to a busy condition in the ACD.

#### Exclusions:

- None

#### Business Rules:

Blocked calls are calls those, which are unable to reach the Local Operations Center (LOC) due to a busy condition in the ACD.

#### Levels of Disaggregation:

- Maintenance Calls (i.e., calls to 1-800-220-4818)
- Provisioning Calls – DSL (i.e., calls to 1-817-212-5900)
- Provisioning Calls – All other (i.e., calls to Resale: 1-817-212-5598  
calls to Interconnection: 1-817-212-5588)

(The above telephone numbers are subject to change, but notification will be made via an Accessible Letter.)

#### Calculation:

(Count of blocked calls ÷ total calls offered)  
\* 100

#### Report Structure:

Reported for all CLECs and SWBT.

#### Measurement Type:

Tier 1 – None  
Tier 2 – Low

#### Benchmark:

- Maintenance Calls – Parity with CSB
- Provisioning Calls DSL – 1% - critical z-value applies
- Provisioning Calls All Other – 1% - critical z-value applies

## RESALE POTS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY SWBT

### Provisioning

<b>27. Measurement</b>	
<b>Mean Installation Interval</b>	
<b>Definition:</b>	
Average business days from application date to completion date.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes customer-caused misses.</li> <li>• Field Work orders – excludes customer requested due dates greater than 5 business days.</li> <li>• No Field Work orders – excluded if order applied for before 3:00 p.m.; and the due date requested is not same day; and if order applied for after 3:00 p.m.; and the due date requested is beyond the next business day.</li> <li>• Excludes all orders except N, T, and C orders.</li> <li>• Excludes Weekends and Holidays.</li> <li>• Excludes expedites for which the CLEC pays.</li> </ul>	
<b>Business Rules:</b>	
<p>The clock starts on the Application Date, which is the day that SWBT receives a correct Service Order (EASE) / LSR (LEX or EDI). The clock stops on the Completion Date, which is the day that SWBT personnel complete the service order activity. Orders are included in the month they are completed. There are 2 types of orders in the measurement. Same Day Due orders (defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date. Next Day Due orders (defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then (Completion – Application Date), if the order is Next Day Due, then [(Completion – Next Business Day) + 1]. UNE Combinations, are reported at order level.</p>	
<b>Levels of Disaggregation:</b>	
<p>POTS</p> <ul style="list-style-type: none"> <li>• Field Work (FW)</li> <li>• No Field Work (NFW)</li> <li>• Business class of service</li> <li>• Residence class of service</li> </ul> <p>UNE Combination</p> <ul style="list-style-type: none"> <li>• Field Work (FW)</li> <li>• No Field Work (NFW)</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{[\sum(\text{completion date} - \text{application date})]}{(\text{Total number of orders completed})}$	Reported for CLEC, all CLECs and SWBT.



**Measurement Type:**

Tier 1 ~ High

Tier 2 ~ High

**Benchmark:**

Resale POTS parity between Field Work compared to SWBT Field Work (N, T, C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, C order types).

UNE Combination Parity between Field Work compared to SWBT Field Work (N, T, C order types) and No Field Work compared to SWBT Retail No Field Work. (N, T, C order types).

## **28. Measurement**

### **Percent POTS/UNE-P Installations Completed Within the customer requested due date.**

#### **Definition:**

Measure of orders completed within the customer requested due date when that date is greater than or equal to the offered interval or if expedited (accepted or not accepted), the date agreed to by SWBT.

#### **Exclusions:**

- Excludes customer caused misses.
- Excludes all orders except N, T, and C orders.
- Excludes Weekends and Holidays.

#### **Business Rules:**

The clock starts on the Application Date, which is the day that SWBT receives a correct Service Order (EASE) / LSR (LEX or EDI). The clock stops on the Completion Date which is the day that SWBT personnel complete the service order activity. Orders are included in the month they are completed. There are 2 types of orders in the measurement. Same Day Due orders (defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date. Next Day Due orders (defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then (Completion - Application Date), if the order is Next Day Due, then [(Completion - Next Business Day) + 1]. UNE Combinations, are reported at order level.

Due dates for Field Work orders are determined by the offered interval on the due date board at the time that the order is distributed, unless an expedite has been accepted by SWBT. If the CLEC submits an expedite which is not accepted or the LSR contains an invalid due date, the SWBT agreed to due date will be substituted for the customer requested due date and included in this measure.

Due dates for No Field Work Orders will be the due date requested on the LSR, except that, for a No Field Work Order submitted after 3:00 p.m. and the due date requested is the same business day, the due date will be the next business day, unless an expedite has been accepted by SWBT.

SWB will provide a diagnostic measure as to how often due date on FOC changes from requested. This will be in the form of a monthly report of the percentage of CLEC requested due dates which are confirmed by FOC, reported separately for resale and for UNE-P if technically feasible. (including/disaggregated by both Field Work and No Field Work orders).

<b>Levels of Disaggregation:</b>	
POTS <ul style="list-style-type: none"> <li>• Field Work (FW)</li> <li>• No Field Work (NFW)</li> <li>• Business class of service</li> <li>• Residence class of service</li> </ul> UNE Combination <ul style="list-style-type: none"> <li>• Field Work (FW)</li> <li>• No Field Work (NFW)</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of orders installed within the requested interval ÷ total number of orders not subject to exclusions) * 100	Reported for CLEC, all CLECs and SWBT.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Resale POTS parity between Field Work compared to SWBT Field Work (N, T, C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, C order types). UNE Combination Parity between Field Work compared to SWBT Field Work (N, T, C order types) and No Field Work compared to SWBT Retail No Field Work. (N, T, C order types).	

## 29. Measurement

### Percent SWBT Caused Missed Due Dates

#### Definition:

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

#### Exclusions:

- Excludes orders that are not N, T, or C.

#### Business Rules:

The due date is the negotiated date by the customer and the SWBT representative for service activation. For CLEC orders, the due date is the due date reflected on the FOC. The Completion Date is the day that SWBT personnel complete the UNE Combinations, are reported at order level. This measure includes in both the numerator and the denominator the number of orders cancelled after a SWBT-caused missed due date.

#### Levels of Disaggregation:

##### POTS

- Field Work (FW)
- No Field Work (NFW)
- Business class of service
- Residence class of service

##### UNE Combination

- Field Work (FW)
- No Field Work (NFW)

#### Calculation:

(Count of N, T, C orders not completed by the due date or cancelled after the due date as a result of a SWBT cause ÷ total number of orders plus total cancels after the due date as a result of SWBT caused missed due dates) \* 100

#### Report Structure:

Reported for CLEC, all CLECs and SWBT.

#### Measurement Type:

Tier 1 – High  
Tier 2 – High

#### Benchmark:

Resale POTS parity between Field Work compared to SWBT Field Work (N, T, and C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, and C order types). UNE Combination Parity between Field Work compared to SWBT Field Work (N, T, and C order types) and No Field Work compared to SWBT Retail No Field Work. (N, T, and C order types).

### 30. Measurement

#### Percent Company Missed Due Dates Due To Lack Of Facilities

**Definition:**

Percent N, T, and C orders with missed committed due dates due to lack of facilities.

**Exclusions:**

Excludes orders that are not N, T, or C.

**Business Rules:**

The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SWBT which is the due date reflected on the FOC. The Completion Date is the day that SWBT personnel complete the service order activity.

UNE Combinations are reported at order level. The lack of facilities is selected based on the missed reason code.

**Levels of Disaggregation:**

POTS

- Business class of service
- Residence class of service

POTS / UNE Combination

- > 30 calendar days
- > 90 calendar days

**Calculation:**

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

**Report Structure:**

Reported for CLEC, all CLECs and SWBT Retail for POTS.

**Measurement Type:**

Tier 1 – None  
Tier 2 – None

**Benchmark:**

Resale POTS parity compared to SWBT (N, T, and C order types). UNE Combination Parity compared to SWBT (N, T, C order types).

### 31. Measurement

#### Average Delay Days For Missed Due Dates Due To Lack Of Facilities

**Definition:**

Average calendar days from due date to completion date on company missed orders due to lack of facilities.

**Exclusions:**

- Excludes orders that are not N, T, or C.
- Excludes No Field Work (NFW).

**Business Rules:**

The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SWBT which is the due date reflected on the FOC. The Completion Date is the day that SWBT personnel complete the service order activity.

UNE Combinations are reported by the order which completes the service activity. The lack of facilities is based on the missed reason code.

**Levels of Disaggregation:**

POTS

- Business class of service
- Residence class of service

UNE Combination - None

**Calculation:**

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

**Report Structure:**

Reported for CLEC, all CLECs and SWBT.

**Measurement Type:**

Tier 1 - None  
Tier 2 - None

**Benchmark:**

Resale POTS parity between compared to SWBT (N, T, and C order types). UNE Combinations Parity between compared to SWBT (N, T, and C order types).

## 32. Measurement

### Average Delay Days For SWBT Caused Missed Due Dates.

#### Definition:

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

#### Exclusions:

- Excludes orders that are not N, T, or C.
- Excludes company delayed orders as a result of lack of facilities.

#### Business Rules:

The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SWBT which is the due date reflected on the FOC. The Completion Date is the day that SWBT personnel complete the service order activity.

Combinations are reported by the order that completes the service activity.

#### Levels of Disaggregation:

##### POTS

- Field Work (FW)
- No Field Work (NFW)
- Business class of service
- Residence class of service

##### UNE Combination

- Field Work (FW)
- No Field Work (NFW)

#### Calculation:

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

#### Report Structure:

Reported for CLEC, all CLECs and SWBT.

#### Measurement Type:

Tier 1 – Medium  
Tier 2 – None

#### Benchmark:

Resale POTS parity between Field Work compared to SWBT Field Work (N, T, and C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, and C order types). UNE Combination Parity between Field Work compared to SWBT Field Work (N, T, and C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, and C order types).

PM 33 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00



PM 34 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

### 35. Measurement

Percent POTS/UNE-P Trouble Report Within 10 Days (I-10) of Installation

#### Definition:

Percent of N, T, C orders that receive an electronic or manual trouble report on or within 10 calendar days of service order completion.

#### Exclusions:

- Excludes subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number.
- Excludes disposition code "13" reports (excludable reports), with the exception of code 1316, unless the trouble report is taken prior to completion of the service order.
- Excludes reports caused by customer provided equipment (CPE) or wiring.
- Excludes trouble report received on the due date before service order completion.

#### Business Rules:

Includes reports received the day after SWBT personnel complete the service order through 10 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 10 days of service order completion. These will be reported the month that they are closed. This will include troubles taken on the day of completion found to be as a result of a UNE-P conversion.

#### Levels of Disaggregation:

N, T and C Orders

POTS

- Field Work (FW)
- No Field Work (NFW)
- Business class of service
- Residence class of service

UNE Combination

- Field Work (FW)
- No Field Work (NFW)

#### Calculation:

(Count of initial electronic or manual trouble reports on or within 10 calendar days of service order completion ÷ total # of orders) \* 100

#### Report Structure:

Reported for POTS Resale by CLEC, total CLECs and SWBT.

#### Measurement Type:

Tier 1 – High

Tier 2 – High

#### Benchmark:

Resale POTS parity between Field Work compared to SWBT Field Work (N, T, and C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, and C order types). UNE Combination Parity between Field Work compared to SWBT Field Work (N, T, and C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, and C order types).

<b>35.1 Measurement (New Measure)</b>	
Percent UNE-P Trouble Reports On the Completion Date	
<b>Definition:</b>	
Percent of C orders for UNE-P conversions that receive an electronic or manual trouble report on the day of completion.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Excludes subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number.</li> <li>Excludes disposition code "13" reports (excludable reports), with the exception of code 1316.</li> <li>Excludes reports caused by customer provided equipment (CPE) or wiring.</li> </ul>	
<b>Business Rules:</b>	
Includes reports received on the day of completion for UNE-P conversion orders. The denominator for this measure is the total count of UNE-P orders posted within the reporting month. The numerator is the number of trouble reports received at any time on the day of completion. These will be reported the month that the trouble report is closed.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>UNE -P No Field Work (NFW)</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of initial electronic or manual trouble reports on or within 10 calendar days of service order completion ÷ total # of orders) * 100	Reported for POTS Resale by CLEC, total CLECs and SWBT.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic. The results of this measurement are included in PM 35. Damages and assessments will be paid based on the PM 35 results.	

### 36. Measurement

Percent No Access (Service Orders With No Access)

#### Definition:

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

#### Exclusions:

- Excludes customer caused misses. (SL – customer requests later date, SO – other customer reasons, SR – customer not ready).
- Excludes all orders that are not N, T, or C.
- No Field Work.

#### Business Rules:

SWBT personnel set the "No Access" flag when access cannot be obtained to the customer's premises.

#### Levels of Disaggregation:

POTS

- Business class of service
- Residence class of service

UNE Combination - None

#### Calculation:

Count of orders that are No Access ÷ Total  
Field Work orders

#### Report Structure:

Reported for CLEC, total CLECs and  
SWBT.

#### Measurement Type:

Tier 1 – None

Tier 2 – None

#### Benchmark:

Resale POTS parity between Field Work compared to SWBT Field Work (N, T, and C order types).  
UNE Combination Parity between Field Work compared to SWBT Field Work (N, T, and C order types).

## Maintenance

<b>37. Measurement</b>	
<b>Trouble Report Rate</b>	
<b>Definition:</b>	
The number of electronic or manual customer trouble reports per 100 lines.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"><li>Excludes reports caused by customer provided equipment (CPE) or wiring.</li><li>Excludes all disposition "13" reports (excludable reports), with the exception of code 1316, unless the report is taken prior to completion of the service order.</li></ul>	
<b>Business Rules:</b>	
CLEC and SWBT repair reports are entered into and tracked via WFA. They are downloaded nightly into LMOS. Reports are counted in the month they post to LMOS.	
<b>Levels of Disaggregation:</b>	
POTS <ul style="list-style-type: none"><li>Business class of service</li><li>Residence class of service</li></ul> UNE Combination - None	
<b>Calculation:</b>	<b>Report Structure:</b>
[Total number of customer trouble reports ÷ (total lines ÷ 100)]	Reported for POTS Resale trouble reports by CLEC, all CLECs and SWBT.
<b>Measurement Type:</b>	
Tier 1 - None Tier 2 - None	
<b>Benchmark:</b>	
POTS - Parity with SWBT Retail. UNE Combination - Parity with SWBT Business and Residence combined.	

### 37.1 Measurement (New Measure)

#### Trouble Report Rate net of installation and repeat reports

**Definition:**

The number of electronic or manual customer trouble reports per 100 lines.

**Exclusions:**

- Excludes reports caused by customer provided equipment (CPE) or wiring.
- Excludes all disposition "13" reports (excludable reports)
- Excludes trouble reports included in PM 35.
- Excludes trouble reports included in PM 41.

**Business Rules:**

CLEC and SWBT repair reports are entered into and tracked via WFA. They are downloaded nightly into LMOS. Reports are counted in the month they post to LMOS.

**Levels of Disaggregation:**

POTS

- Business class of service
- Residence class of service

UNE Combination - None

**Calculation:**

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

**Report Structure:**

Reported for POTS Resale trouble reports by CLEC, all CLECs and SWBT.

**Measurement Type:**

Tier 1 - High

Tier 2 - High

**Benchmark:**

POTS - Parity with SWBT Retail.

UNE Combination - Parity with SWBT Business and Residence combined.

<b>38. Measurement</b>	
<b>Percent Missed Repair Commitments</b>	
<b>Definition:</b>	
Percent of trouble reports not cleared by the commitment time.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Excludes all disposition code "13" reports (excludable reports), with the exception of code 1316, unless the report is taken prior to the completion of the service order.</li> </ul>	
<b>Business Rules:</b>	
The commitment date and time is established when the repair report is received. The cleared time is the date and time that SWBT personnel clear the repair activity and complete the trouble report. If this is after the commitment time, the report is flagged as a "Missed Commitment."	
<b>Levels of Disaggregation:</b>	
POTS <ul style="list-style-type: none"> <li>Business class of service</li> <li>Residence class of service</li> <li>Dispatch</li> <li>No Dispatch</li> </ul> UNE Combination <ul style="list-style-type: none"> <li>Dispatch</li> <li>No Dispatch</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100	Reported for CLEC, all CLECs and SWBT.
<b>Measurement Type:</b>	
Tier 1 – High Tier 2 – High	
<b>Benchmark:</b>	
POTS – Parity with SWBT Retail. UNE Combination – Parity with SWBT Business and Residence combined.	

<b>39. Measurement</b>	
<b>Mean time to restore</b>	
<b>Definition:</b>	
Average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open.</li> <li>Excludes disposition code "13" reports (excludable reports), with the exception of code 1316, unless the report is taken prior to the completion of the service order.</li> </ul>	
<b>Business Rules:</b>	
The clock starts on the date and time SWBT receives a trouble report. The clock stops on the date and time that SWBT personnel clear the repair activity and complete the trouble report in WFA.	
<b>Levels of Disaggregation:</b>	
POTS <ul style="list-style-type: none"> <li>Business class of service</li> <li>Residence class of service</li> <li>Dispatch</li> <li>No Dispatch</li> <li>Affecting Service</li> <li>Out of Service</li> </ul> UNE Combination <ul style="list-style-type: none"> <li>Dispatch</li> <li>No Dispatch</li> <li>Affecting Service</li> <li>Out of Service</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{\sum[(\text{Date and time SWBT clears ticket with the CLEC}) - (\text{Date and time ticket received})]}{\div \text{Total customer trouble reports}}$	Reported for POTS Resale trouble reports by CLEC, all CLECs and SWBT.
<b>Measurement Type:</b>	
Tier 1 – High Tier 2 – High	
<b>Benchmark:</b>	
POTS – Parity with SWBT Retail. UNE Combination – Parity with SWBT Business and Residence combined.	



## 40. Measurement

### Percent Out Of Service (OOS) < 24 Hours

#### Definition:

Percent of OOS trouble reports cleared in less than 24 hours.

#### Exclusions:

- Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- Excludes disposition code "13" reports (excludable reports), with the exception of code 1316, unless the report is taken prior to the completion of the service order.
- Excludes reports marked as "No Access" to customer premises.
- Excludes Affecting Service reports.

#### Business Rules:

Customer trouble reports are cleared within 24 hours when:

- The customer report is received Monday through Friday cleared within 24 hours.
- The customer report is received Saturday and cleared within 48 hours.
- The customer report is received Sunday and cleared before midnight Monday.
- Holidays are excluded.

#### Levels of Disaggregation:

POTS

- Business class of service
- Residence class of service

UNE Combination - None

#### Calculation:

$$\left( \frac{\text{Count of OOS trouble reports} < 24 \text{ hours}}{\text{total number of OOS trouble reports}} \right) * 100$$

#### Report Structure:

Reported by CLEC, all CLECs and SWBT.

#### Measurement Type:

Tier 1 - Medium

Tier 2 - None

#### Benchmarks:

POTS - Parity with SWBT Retail.

UNE Combination - Parity with SWBT Business and Residence combined.

## 41. Measurement

### Percent Repeat Reports

#### Definition:

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

#### Exclusions:

- Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- Excludes disposition code "13" reports (excludable reports), with the exception of code 1316, unless the report is taken prior to the completion of the service order.
- Excludes reports caused by customer provided equipment (CPE) or wiring.

#### Business Rules:

Includes customer trouble reports received within 10 calendar days of an original customer report. When the second report is received in 10 days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within 10 days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports.

#### Levels of Disaggregation:

POTS

- Business class of service
- Residence class of service

UNE Combination - None

#### Calculation:

Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within 10 calendar days of a previous customer report ÷ total customer trouble reports not caused by CPE or wiring and excluding subsequent reports) \* 100

#### Report Structure:

Reported by CLEC, all CLECs and SWBT.

#### Measurement Type:

Tier 1 - High

Tier 2 - High

#### Benchmark:

POTS - Parity with SWBT Retail.

UNE Combination - Parity with SWBT Business and Residence combined.

**PM 42 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE  
7/12/00**

# RESALE SPECIALS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY SWBT (EXCLUDES "ACCESS" ORDERS)

## Provisioning

<b>43. Measurement</b>	
<b>Average Installation Interval</b>	
<b>Definition:</b>	
Average business days from application date to completion date for N, T, and C orders by circuit.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• UNE and Interconnection Trunks.</li> <li>• Excludes orders that are not N, T, or C.</li> <li>• Excludes circuits that have a customer requested Due Date greater than 20 business days.</li> <li>• Excludes Weekends and Holidays.</li> <li>• Excludes Customer Caused Misses</li> <li>• Excludes expedites for which the customer paid.</li> </ul>	
<b>Business Rules:</b>	
The Application Date is the day that the customer initiated the service request. The Completion Date is the day that SWBT personnel complete the service order activity by circuit. The base of items is out of WFA (Work Force Administration) and it is This measure is reported at a circuit level.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Resold Specials - DDS, DS1, DS3, Voice Grade Private Line (VGPL), ISDN - BRI, ISDN - PRI, DSL and any other services available for resale.</li> <li>• UNE Loop and Port - ISDN and other combinations.</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{[\sum(\text{completion date} - \text{application date})]}{(\text{Total number of circuits completed})}$	Reported for CLEC, all CLECs and SWBT.
<b>Measurement Type:</b>	
Tier 1 - High	
Tier 2 - High	
<b>Benchmark:</b>	
Parity with SWBT Retail.	

#### 44. Measurement

##### Percent (Specials) Installations Completed Within The Customer Requested Due Date

**Definition:**

Measure of circuits completed within the customer requested due date when that date is greater than or equal to the standard offered interval as defined in the CLEC manual or if expedited (accepted or not accepted), the date agreed to by SWBT..

**Exclusions:**

- UNE and Interconnection Trunks.
- Excludes orders that are not N, T, or C.
- Excludes Weekends and Holidays.
- Excludes Customer Caused Misses
- Excludes circuits requested for less than the standard offered interval

**Business Rules:**

The Application Date is the day that the customer initiated the service request. The Completion Date is the day that SWBT personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date. This measure is reported at a circuit level.

**Levels of Disaggregation:**

- Resold Specials - DDS, DS1, DS3, Voice Grade Private Line (VGPL), ISDN - BRI, ISDN - PRI, DSL and any other services available for resale.
- UNE Loop and Port - ISDN and other combinations

**Calculation:**

(Count of circuits installed within the customer requested due date ÷ total circuits) \* 100

**Report Structure:**

Reported for CLEC, all CLECs and SWBT.

**Measurement Type:**

Tier 1 - None  
Tier 2 - None

**Benchmark:**

Parity with SWBT Retail.