

## APPENDIX OUT OF EXCHANGE TRAFFIC

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## APPENDIX OUT OF EXCHANGE TRAFFIC

### 1. DEFINITIONS

- 1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 **SBC Communications Inc. (SBC-13STATE)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel Company operating within SBC-13STATE's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with SBC-13STATE.
- 1.4 For purposes of this Appendix only, "**Out of Exchange Traffic**" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
  - (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an SBC-13STATE end user located in an SBC-13STATE local exchange area or;
  - (ii) Originates from an SBC-13STATE end user located in an SBC-13STATE local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

### 2. INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of SBC-13STATE incumbent local exchange areas and desires to interconnect OE-LEC's network with SBC-13STATE's network(s).
- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with SBC-13STATE pursuant to Section 251(a) of the Act.
- 2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which SBC-13STATE agrees to provide CLEC with access to lawful unbundled network elements (Lawful UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in SBC-13STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that SBC-13STATE is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in SBC-13STATE's incumbent local exchange areas. SBC-13STATE has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of SBC-13STATE's incumbent local exchange areas. In addition, SBC-13STATE is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act,

Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than SBC-13STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an SBC-13STATE incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with SBC-13STATE has been approved by the relevant state Commission and is in effect.

### 3. NETWORK MANAGEMENT

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties.
- 3.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.

- 3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.
- 3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

#### 4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 OE-LEC represents that it operates as a CLEC within SBC-13STATE exchange areas and has a Point of Interconnection ("POI") located within SBC-13STATE exchange areas for the purpose of providing telephone exchange service and exchange access in such SBC-13STATE exchange areas. Based upon the foregoing, the Parties agree that SBC-13STATE's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. SBC-13STATE will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from SBC-13STATE's end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and SBC-13STATE, the Parties agree to establish a direct final end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an SBC-13STATE End Office.
- 4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each SBC-13STATE serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.
- 4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.
- 4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.
- 4.5 If SBC-13STATE is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving SBC-13STATE End Office.
- 4.6 Except as otherwise provided in this Appendix, for OE-LEC originated/SBC KANSAS terminated traffic or SBC KANSAS originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 4.7 SBC-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC-13STATE (as reflected in the LERG). Any compensation due SBC-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct SBC-13STATE serving tandems are reflected by SBC-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC-13STATE tandem. SBC-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 4.9 Connection of a trunk group from OE-LEC to SBC-13STATE's tandem(s) will provide OE-LEC accessibility to End Offices, IXC's, LEC's, WSP's and NXX's which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXX's served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXX's that are served by that End Office(s).

- 4.10 SBC-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-SBC-13STATE exchange areas, in SBC-13STATE Tandems and End Offices using SBC-13STATE's standard code opening timeframes.

## 5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for Section 251(b)(5) Traffic, ISP-Bound Traffic and FX traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

## 6. INTENTIONALLY LEFT BLANK

## 7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC

- 7.1 The compensation arrangement for Intrastate IntraLATA Traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

## 8. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

- 8.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described in the Appendix Intercarrier Compensation.

## 9. INTERLATA SECTION 251(B)(5) TRAFFIC

- 9.1 **SBC** will exchange **SBC** InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. **SBC** will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the **SBC** exchange area covered under such InterLATA waiver. If the exchange where the traffic is terminating is not an **SBC** exchange, **SBC** shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB. **SBC** will not provision or be responsible for facilities located outside of **SBC** exchange areas
- 9.2 The Parties agree that the associated traffic from each SBC-13STATE End Office will not alternate route.
- 9.3 OE-LEC must provide SBC-13STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 9.4 Except as otherwise provided in this Appendix, for OE-LEC originated/SBC KANSAS terminated traffic or SBC KANSAS originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 9.5 SBC-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC-13STATE-(as reflected in the LERG). Any compensation due SBC-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct SBC-13STATE serving tandems are reflected by SBC-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC-13STATE-tandem. SBC-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 9.6 SBC-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-SBC-13STATE exchange areas, in SBC-13STATE Tandems and End Office(s) using SBC-13STATE's standard code opening timeframes.

- 9.7 The compensation arrangement for InterLATA Section 251(b)(5) Traffic shall be governed by the compensation terms and conditions for Section 251(b)(5) Traffic in the Appendix Intercarrier Compensation.

## **APPENDIX INTERCARRIER COMPENSATION**

**(AFTER FCC ORDER NO. 01-131, AGREEING TO  
EXCHANGE ALL ISP-BOUND and SECTION  
251(b)(5) TRAFFIC AT THE FCC RATES IN  
CERTAIN STATES, WHERE APPLICABLE)**



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## APPENDIX INTERCARRIER COMPENSATION

### 1. SCOPE OF APPENDIX

- 1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic between the applicable SBC Communications Inc (SBC) owned Incumbent Local Exchange Carrier and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in the applicable state(s).
- 1.2 The provisions of this Appendix apply to telecommunications traffic originated over the originating carrier's facilities or over any combination of Network Elements purchased by CLEC from **SBC-13STATE** on a wholesale basis.
- 1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service. **SBC-13STATE** will compensate the terminating carrier in accordance with this Appendix for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic") and IntraLATA Toll Traffic that originates from an end user that is served by a carrier providing telecommunications services utilizing **SBC-13STATE**'s Resale Service.
- 1.4 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

### 2. ILEC DESIGNATIONS

- 2.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 2.2 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 2.3 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri and SBC Oklahoma, the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 2.4 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 2.5 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 2.6 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE**, the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.7 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.8 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT**, the applicable SBC-owned

ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

- 2.9 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 2.10 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 2.11 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 2.12 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 2.13 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 2.14 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 2.15 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.16 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 2.17 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 2.18 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 2.19 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 2.20 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 2.21 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 2.22 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 2.23 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

### 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic and wireless traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.3 below. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies

- improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.
- 3.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.3 For traffic which is delivered by one Party to be terminated on the other Party's network in **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC CONNECTICUT**, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.
- 3.4 For those usage based charges where actual charge information is not determinable by **SBC-2STATE** because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges to be billed to the terminating party in accordance with Section 14.2 below.
- 3.5 CLEC has the sole obligation to enter into intercarrier compensation arrangements with third party telecommunications carriers regarding CLEC's traffic and such other carriers' traffic, including without limitation any where CLEC originates traffic to or terminates traffic from an end user being served by a third party telecommunications carrier who has purchased any combination of Network Elements from **SBC-13STATE** on a wholesale basis to such telecommunications carrier, and by which such telecommunications carrier uses it to offer to end users wireline local telephone exchange service. In no event will **SBC-13STATE** have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless **SBC-13STATE** against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. **SBC-13STATE** will not be required to function as a billing intermediary, e.g., clearinghouse. **SBC-13STATE** may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.
- 3.6 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.
- 3.7 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs. In **SBC CONNECTICUT**, when CLEC purchases any combination of Network Elements from **SBC CONNECTICUT** on a wholesale basis to provide service to its end users, all Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic originated by CLEC's end users are not subject to intercarrier compensation as addressed in Section 4.9.3 below.
- 3.8 To the extent that the Parties are not currently exchanging traffic in a given LATA or Local Calling Area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating end user customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Intercarrier Compensation.

#### 4. RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC

4.1 Section 251(b)(5) Traffic shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

4.2 **SBC-12STATE** made an offer (the "Offer") to all telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after the designated dates provided below pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

**SBC-13STATE** and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by **SBC-13STATE** in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

4.2.1 Should a regulatory agency, court or legislature change or nullify the **SBC-13STATE**'s designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among **SBC-13STATE**, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

4.2.2 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions. Because of these possibilities, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among **SBC-13STATE**, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

- 4.3 In **SBC-12STATE** the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 4.1 and ISP-Bound Traffic, as defined in Section 5.1 will be compensated at the FCC's interim ISP terminating compensation rate as set forth in Section 5.3.2 below in a specific state on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. The Parties acknowledge that **SBC-12STATE** has made such offer in its respective states of (i) Indiana, Ohio, Texas and Wisconsin effective on and after June 1, 2003, (ii) Arkansas and Michigan effective on and after July 6, 2003, California effective on and after August 1, 2003, and (iv) Illinois effective on and after September 1, 2003; Kansas, Missouri, Oklahoma and Nevada on and after June 1, 2004. Until and unless **SBC CONNECTICUT** chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth below in Section 4 will apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic as for that particular state.
- 4.4 Tandem Serving Rate Elements are applicable to Tandem Routed Traffic on a terminating MOU basis and includes compensation for the following sub-elements:
- 4.4.1 Tandem Switching - compensation for the use of tandem switching only consisting of a duration (per minute) rate element.
- 4.4.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.
- 4.4.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 4.5 End Office Serving Rate Elements:
- 4.5.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 4.6 CLEC shall only be paid End Office Serving Rate Elements.
- 4.7 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) under this Appendix. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.
- 4.8 Intercarrier Compensation for Lawful Unbundled Local Switching Traffic
- 4.8.1 Where CLEC purchases any combination of Network Elements from **SBC-12STATE** on a wholesale basis, CLEC will deal directly with third party carriers for purposes of reciprocal compensation for calls originated by or terminated to the end users served by such arrangements. **SBC-12STATE** is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this section.
- 4.8.2 The following reciprocal compensation terms shall apply to all traffic exchanged between **SBC-12STATE** and CLECs when CLEC purchases any combination of Network Elements from **SBC-12STATE** on a wholesale basis:
- 4.8.2.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between **SBC-12STATE** and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
- 4.8.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between **SBC-12STATE** and CLEC where CLEC's end user originates a call that is terminated to

a **SBC-12STATE** end user, CLEC shall pay the FCC Plan rate set forth in Section 5.3.2 for the transport and termination of Section 251(b)(5) Traffic, and ISP-Bound Traffic.

- 4.8.3 In **SBC CONNECTICUT**, when CLEC purchases any combination of Network Elements from **SBC CONNECTICUT** on a wholesale basis, to provide service to its end users, **SBC CONNECTICUT** will be solely responsible for compensating the terminating third party carrier for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from CLEC's end users. When CLEC purchases any combination of Network Elements from **SBC CONNECTICUT** on a wholesale basis, CLEC can not seek intercarrier compensation from **SBC CONNECTICUT** for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from either an **SBC CONNECTICUT** end user or a third party carrier's end user.

## 5. RATES, TERMS AND CONDITIONS OF FCC'S INTERIM ISP TERMINATING COMPENSATION PLAN

- 5.1 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and **SBC-13STATE** in which the originating End User of one Party and the ISP served by the other Party are:

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

In states in which **SBC-13STATE** has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 5.7 of this Appendix.

- 5.2 The Parties hereby agree that the following rates, terms and conditions set forth in Section 5 shall apply to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) **SBC-13STATE** has made an offer as described in Section 4 above effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in the particular state and that all ISP-Bound Traffic is subject to the growth caps, new market restrictions and the rebuttable presumption.

- 5.3 Intercarrier Compensation for all ISP-Bound Traffic and Section 251(b)(5) Traffic

- 5.3.1 The rates, terms, and conditions in Section 5 apply to the termination of all Section 251(b)(5) Traffic as defined in Section 4.1 and ISP-Bound Traffic as defined in Section 5.1 and ISP-Bound Traffic is subject to the growth caps new market restrictions and the rebuttable presumption stated in Sections 5.4, 5.5 and 5.7 below. Notwithstanding anything contrary in this Attachment, the growth caps, the new market restrictions and the rebuttable presumption apply to CLEC.
- 5.3.2 The Parties agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic and traffic on a minute of use basis, at \$.0007 per minute of use.
- 5.3.3 Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

#### 5.4 ISP-Bound Traffic Growth Cap

- 5.4.1 On a calendar year basis, as set forth below, the Parties agree to cap overall ISP-Bound Traffic minutes of use based upon the 1st Quarter 2001 ISP minutes for which the CLEC was entitled to compensation under its Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule:

Calendar Year 2001	Year 2001 compensable ISP-Bound Traffic minutes, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-Bound Traffic minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-Bound Traffic minutes
Calendar Year 2004	Year 2002 compensable ISP-Bound Traffic minutes
Calendar Year 2005 and thereafter	Year 2002 compensable ISP-Bound Traffic minutes

- 5.4.2 Notwithstanding anything contrary herein, in Calendar Year 2004, the Parties agree that ISP-Bound Traffic exchanged between the Parties during the entire period from January 1, 2004 until December 31, 2004 shall be counted towards determining whether CLEC has exceeded the growth caps for Calendar Year 2004.
- 5.4.3 ISP-Bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating traffic that originates on the other party's network.

#### 5.5 Bill and Keep for ISP-Bound Traffic in New Markets

- 5.5.1 In the event the Parties have not previously exchanged ISP-Bound Traffic in any one or more LATAs in a particular state prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-Bound Traffic between the Parties for the remaining term of this Agreement in any such LATAs in that state.

#### 5.6 Growth Cap and New Market Bill and Keep Arrangements

- 5.6.1 Wherever Bill and Keep for ISP-Bound Traffic is the traffic termination arrangement between the Parties, both Parties shall segregate the Bill and Keep traffic from other compensable traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.
- 5.6.2 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-Bound Traffic, and does not include Optional EAS traffic, IntraLATA toll traffic, or InterLATA toll traffic.

#### 5.7 ISP-Bound Traffic Rebuttable Presumption

- 5.7.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation and growth cap terms in this Section 5.7. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the



pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the rates set forth in Section 5.3.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic, and ISP-Bound Traffic is subject to the Growth Cap Terms set forth in Section 5.4 and a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

- 5.8 For purposes of this Section 5.8, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 14.0 below.
- 5.8.1 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties which does not exceed a 3:1 terminating to originating ratio as set forth in Section 5.7 above, such traffic shall be defined as "In-Balance" traffic. Each party will invoice the other party on a monthly basis for such "In-Balance" traffic at the rate set forth in Section 5.3.2 for Section 251(b)(5) Traffic.
- 5.8.2 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio as set forth in Section 5.7 above, such traffic shall be defined as "Out-of-Balance" traffic. The Carrier whose traffic is "Out-of-Balance" will, on a monthly basis, calculate the amount of traffic that will be invoiced for Section 251(b)(5) traffic and ISP-Bound Traffic at the FCC's interim ISP terminating compensation rates set forth in Section 5.3.2, until the Growth Cap and/or New Market Bill and Keep arrangement apply for ISP-Bound Traffic. At such time that Bill and Keep for ISP-Bound Traffic applies, the Carrier whose traffic is "Out-of-Balance" will be responsible for segregating the Bill and Keep traffic from other compensable traffic as outlined in Section 5.4.3 above.

## 6. OTHER TELECOMMUNICATIONS TRAFFIC

- 6.1 Except as set forth in section 5 above, the terms of this appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.
- 6.2 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX Telephone Numbers" are those telephone numbers with rating and routing point that are different from those of the geographic area in which the end user is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation), or if jointly provisioned FGA service, subject to the terms and conditions of Appendix FGA. There are two types of FX service:
- 6.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an end user's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.
- 6.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient end user's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an end user

physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX end users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service end users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.

- 6.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in **SBC 2-STATE, SBC MIDWEST REGION 5-STATE, SBC CONNECTICUT, SBC ARKANSAS, SBC KANSAS AND SBC MISSOURI.**

6.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.

- 6.2.4 Pursuant to the Texas Commission Arbitration Award in Docket 24015 and the Oklahoma Commission Arbitration Award in Docket 449960, the transport and termination compensation for Virtual FX, Dedicated FX, and FX-type Traffic will be originating access charges in **SBC TEXAS** and **SBC OKLAHOMA.**

6.2.4.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to originating access charges.

- 6.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a digital point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between any two points. Private Line Services are used to consolidate communications over one line-voice, data, video and multimedia.

- 6.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 5.1) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Sections 4 and 5 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- FX Traffic
- Optional EAS Traffic
- IntraLATA Toll Traffic
- InterLATA Toll Traffic
- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- Feature Group D Traffic

- 6.5 The Parties agree that, for the purposes of this Appendix, either Parties' End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that Sections 4 and 5 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 7.2; (b), Optional EAS Traffic are set forth in Section 7; (c) 8YY Traffic are set forth in Section 10; (d) Feature Group A Traffic are set forth in Section 7.2; (e) Feature Group D Traffic are set forth in Section 12; (f) IntraLATA Toll Traffic are set forth in Section 13; and/or (g) InterLATA Toll Traffic are set forth in Section 12.

## **7. OPTIONAL CALLING AREA TRAFFIC – SBC ARKANSAS, SBC KANSAS, AND SBC TEXAS**

- 7.1 Compensation for Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) is for the termination of intercompany traffic to and from the Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area, except mandatory extended traffic as

addressed in Sections 4.1 and 5.1 above. The transport and termination rate applies when **SBC ARKANSAS**, **SBC KANSAS** or **SBC TEXAS** transports traffic and terminates it at its own switch.

- 7.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Arkansas, Kansas and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and **SBC ARKANSAS**, **SBC KANSAS**, and **SBC TEXAS** are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.
- 7.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

## 8. MCA TRAFFIC -- **SBC MISSOURI**

- 8.1 For compensation purposes in the state of Missouri, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a Section 251(b)(5) Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic and ISP-Bound Traffic that is not defined as MCA Traffic.
- 8.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.
- 8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call.
- 8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least forty-five (45) days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.
- 8.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by **SBC SOUTHWEST REGION 5-STATE**.

## 9. PRIMARY TOLL CARRIER ARRANGEMENTS

- 9.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own end user customers and potentially for a third party ILEC's end user customers. In this ILEC arrangement, the PTC would receive the ILEC end user intraLATA toll traffic revenues and pay the ILEC for originating these toll calls (originating access and billing & collection charges). The PTC would also pay the terminating access charges on behalf of the ILEC. In those **SBC-13STATE**s where Primary Toll Carrier arrangements are mandated and for the intraLATA toll traffic which is subject to a PTC arrangement and where **SBC-13STATE** is functioning as the PTC for a third party ILEC's end user customers:
- (i) **SBC-13STATE** shall deliver such intraLATA toll traffic that originated from that third party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. **SBC-13STATE** shall pay the CLEC on behalf of the originating third party ILEC for the termination of such intraLATA toll traffic at the terminating access rates as set forth in the CLEC's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in the **SBC-13STATE** Intrastate Access Service Tariff in the respective state; and/or

- (ii) **SBC-13STATE** shall deliver such intraLATA toll traffic that originated from CLEC and terminated to third party ILEC in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay SBC-13STATE for the use of its facilities at the rates set forth in SBC-13STATE's Intrastate Access Service Tariff. CLEC shall pay the ILEC for the termination of such traffic originated from CLEC.

## 10. INTRALATA 800 TRAFFIC

- 10.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 10.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

## 11. MEET POINT BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION

- 11.1 Inter-carrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.
- 11.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.
- 11.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.
- 11.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 11.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.
- 11.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
- 11.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 11.8 **SBC-13STATE** and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.

- 11.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

## **12. COMPENSATION FOR ORIGATION AND TERMINATION OF INTERLATA TOLL TRAFFIC NOT SUBJECT TO MEET POINT BILLING**

- 12.1 Where a CLEC originates or terminates its own end user InterLATA Toll Traffic not subject to Meet Point Billing, the CLEC must purchase FGD access service from SBC-13STATE's state or federal access tariffs, whichever is applicable, to carry such InterLATA Toll Traffic.

## **13. INTRALATA TOLL TRAFFIC COMPENSATION**

- 13.1 For intrastate intraLATA toll traffic, compensation for termination of such traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an SBC-13STATE's tariff in whose exchange area the End User is located.
- 13.2 For interstate intraLATA toll traffic, compensation for termination of such traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the SBC-13STATE's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

## **14. BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC, OPTIONAL EAS TRAFFIC, ISP-BOUND TRAFFIC AND INTRALATA TOLL TRAFFIC**

- 14.1 In SBC-13STATE, each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within the terminating carrier's network for 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.
- 14.1.1 Where a terminating CLEC is not technically capable of billing the originating carrier through the use of terminating records, SBC-13STATE will provide the appropriate category of originating records to CLEC for the purposes of billing intercarrier compensation.
- 14.1.2 The decision by the CLEC to utilize terminating recordings does not in any way relieve the obligation of the CLEC to exchange the appropriate category of records with other LECs.
- 14.1.3 Where CLEC is using terminating recordings to bill intercarrier compensation, SBC-12STATE will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an end user being served by a third party telecommunications carrier using an SBC-12STATE non-resale offering whereby SBC-12STATE provides the end office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUS terminated on CLEC's network.
- 14.2 For those usage based charges where actual charge information is not determinable by SBC-2STATE because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.
- 14.2.1 CLEC and SBC 2-STATE agree to exchange such reports and/or data as provided in this Attachment to facilitate the proper billing of traffic. Either Party may request an audit of such usage

reports on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the usage reports from the other Party and may not be requested more than twice per year, once per calendar year for each call detail type unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

- 14.3 In states in which **SBC-13STATE** has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 5.7 of this Appendix.
- 14.4 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 14.5 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

## 15. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

- 15.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 4.2 of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in the order, shall occur within one hundred and twenty (120) days of the effective date of the order, or be subject to dispute under Section 9 of the General Terms and Conditions of this Agreement.
- 15.2 As set forth above, the Parties agree that SBC 12STATE has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic* (the "ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 15.3 **SBC-13STATE** and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by **SBC-13STATE** in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP -Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

- 15.4 Should a regulatory agency, court or legislature change or nullify the **SBC-13STATE**'s designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among **SBC-13STATE**, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 15.5 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions.
- 15.6 Because of the possibilities in Section 15.5, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among **SBC-13STATE**, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

## 16. SWITCHED ACCESS TRAFFIC

- 16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:
- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,
  - (ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;
  - (iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).

- 16.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 16.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 16.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.



# APPENDIX RECORDING

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## APPENDIX RECORDING (Recording, Message Processing And Provision Of Interexchange Carrier Transported Message Detail Appendix)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which **SBC-13STATE** will provide recording, message processing and message detail services to a Facility-Based Provider as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Appendix by reference. The terms and conditions under this Appendix will also apply when the Facility-Based Provider is the Recording Company.
- 1.1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.1.2 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.4 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.1.5 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.1.6 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

### 2. DEFINITIONS

- 2.1 **“Access Usage Record” (AUR)** - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 **“Assembly and Editing”** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 **“Billing Company”** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.

- 2.4 **“Billable Message”** - a message record containing details of a completed IXC transported call which is used to bill an end user.
- 2.5 **“Centralized Message Distribution System” (CMDS)** - the national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between **SBC-13STATE** and the Billing Company.
- 2.6 **“Data Transmission”** - the forwarding by **SBC-13STATE** of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 **“Exchange Message Interface” (EMI)** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.8 **“Interexchange Carrier” (IXC)** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 **“Interexchange Carrier Transported”** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 **“Local Access and Transport Area” (LATA)** - service areas defined in FCC Docket 78-72.
- 2.11 **“Message Processing”** - the creation of individual EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 **“Originating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.13 **“Provision of Message Detail”** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through **SBC-13STATE**'s internal network or national CMDS.
- 2.14 **“Record”** - a logical grouping of information as described in the programs that process information and create the data files.
- 2.15 **“Recording”** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format converted to EMI layout.
- 2.16 **“Service Switching Point” (SSP)** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.17 **“Recording Company”** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.18 **“Switching Control Point” (SCP)** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 2.19 **“800 SCP Carrier Access Usage Summary Record” (SCP Record)** - a summary record which contains information concerning the quantity and types of queries launched to an **SBC-13STATE** SCP.

- 2.20 “**Terminating Local Exchange Carrier Company**” - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXC.

### 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 **SBC-13STATE** will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to **SBC-13STATE** provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by **SBC-13STATE** -provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by **SBC-13STATE**.
- 3.2 **SBC-13STATE** will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by **SBC-13STATE**.
- 3.3 **SBC-13STATE** will provide access usage records that are generated by **SBC-13STATE**.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by **SBC-13STATE**, during the billing period established by **SBC-13STATE** and selected by CLEC.
- 3.5 Standard EMI record formats for the provision of billable message detail and access usage record detail will be established by **SBC-13STATE** and provided to CLEC.
- 3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 3.7 **SBC-13STATE** will provide message detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct “NDM”), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both parties.
- 3.8 In **Exhibit II**, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided, except for **SBC-2STATE**. For **SBC-2STATE**, CLEC will identify the location and number of times each month the information should be provided via Appendix Data Exchange’s Technical Requirements Form document. **SBC-13STATE** reserves the right to limit the frequency of transmission to existing **SBC-13STATE** processing and work schedules, holidays, etc.
- 3.9 **SBC-13STATE** will determine the number data files required to provide the access usage record detail to CLEC.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of **SBC-13STATE** will not be recovered and made available to CLEC except on an individual case basis at a cost determined by **SBC-13STATE**.
- 3.11 When **SBC-13STATE** receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, **SBC-13STATE** will forward those messages to CLEC.
- 3.12 **SBC-13STATE** will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.
- 3.13 When CLEC is the Recording Company, the CLEC agrees to provide its recorded billable messages detail and access usage record detail data to **SBC-13STATE** under the same terms and conditions of this Appendix.

### 4. BASIS OF COMPENSATION

- 4.1 **SBC-13STATE** as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this Appendix on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide any and all Access Usage Records (AURs) required by **SBC-13STATE** on a

reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

## **5. LIABILITY**

- 5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 5.2 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.
- 5.3 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 5.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.
- 5.5 Each Party agrees to defend, indemnify, and hold harmless the other Party from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the other Party, its customers or end users.
- 5.6 Each Party also agrees to release, defend, indemnify and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the Party's employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 Each Party also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this Agreement should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 Each Party makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, each Party assumes no responsibility with regard to the correctness of the data supplied when this data is accessed and used by a third party.

## **EXHIBIT I SERVICES**

The attached pages of this Exhibit show the service options that are offered under this Agreement.

### **EXPLANATION OF SERVICE OPTIONS**

#### **ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS**

- Option #1:** This option has been withdrawn.
- Option #2:** The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

#### **ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS**

- Option #4:** CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #5:** CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #6:** This option has been withdrawn.
- Option #7:** This option has been withdrawn.

#### **800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL**

- Option #8:** Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.
- Option #9:** This option has been withdrawn.
- Option #10:** Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

**TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS**

- Option #11:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #12:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #13:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #14:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #15:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.



**EXHIBIT II****INVOICE DESIGNATION**

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

- ☐ Daily (Full Status RAO Companies will receive billable messages daily, Monday-Friday excluding holidays.)
- ☐ Bill period (Please choose a maximum of five dates for **SBC SOUTHWEST REGION 5-STATE** . A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

AUR INVOICE INTERVAL:

Check One:

- ☐ Daily (Full Status RAO Companies will receive AURs daily, Monday-Friday except holidays.)
- ☐ Bill period (Please choose a maximum of five dates for **SBC SOUTHWEST REGION 5-STATE** . A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

# APPENDIX RESALE

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## APPENDIX RESALE

### 1. INTRODUCTION

- 1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.25 The prices at which SBC agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

## 2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 Resale services are available in accordance with section 251(C)(4) of the Act and consistent with Section 2.12.1.3 of the General Terms and conditions of the Agreement.
- 2.2 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with **SBC-13STATE**'s obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may resell other Telecommunications Services offered at retail by **SBC-13STATE** at the discount set forth in Appendix Pricing.
  - 2.2.1 This section applies only to **SBC KANSAS**:
    - 2.2.1.1 CLEC shall select either (1) a uniform rate structure or (2) a three-tier discount structure based on lines, vertical features and toll. The three-tier discount structure will be made available upon written request from CLEC negotiating an interconnection agreement with **SBC KANSAS**.
- 2.3 **SBC-13STATE** will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.

- 2.4 Telecommunications Services will be offered by **SBC-13STATE** to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.
- 2.5 Grandfathered services are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which **SBC-13STATE** provides the service, either at retail or through resale.

### 3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by **SBC-13STATE** to **SBC-13STATE**'s End Users through tariff(s), the rules and regulations associated with **SBC-13STATE**'s retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by **SBC-13STATE** to its End Users.
- 3.2 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding **SBC-13STATE** retail tariff(s) applicable within that state.
- 3.3 Except where otherwise explicitly permitted in **SBC-13STATE**'s corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
  - 3.3.1 This section applies only to **SBC TEXAS**:
    - 3.3.1.1 Within the State of Texas, based upon the Texas Commission's arbitration order, **SBC TEXAS** will permit aggregation for purposes of the resale of volume discount offers. Volume discount offers include such items as intraLATA toll, but do not include such items as packages of vertical features.
- 3.4 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom **SBC-13STATE** offers such services (for example, residence service shall not be resold to business End Users).
  - 3.4.1 **SBC-13STATE** - CLEC may only resell special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific **SBC-13STATE** tariffs.
  - 3.4.2 This section applies only to **SBC SOUTHWEST REGION 5-STATE: SBC WISCONSIN, SBC OHIO and SBC INDIANA**
    - 3.4.2.1 Where available for resale according to associated retail state specific tariffs, CLEC may only resell **SBC SOUTHWEST REGION 5-STATE, SBC WISCONSIN, SBC OHIO and SBC INDIANA** low income assistance services, (e.g. LifeLine and Link-Up services), to persons who are eligible for each such service. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific **SBC SOUTHWEST REGION 5-STATE, SBC WISCONSIN, SBC OHIO and SBC INDIANA** tariffs.
  - 3.4.3 This section applies only to **SBC CALIFORNIA, SBC CONNECTICUT and SBC ILLINOIS**:

- 3.4.3.1 **SBC CALIFORNIA, SBC CONNECTICUT** and **SBC ILLINOIS** LifeLine and Link-Up services are not available for resale.
- 3.4.3.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.
- 3.4.4 This section applies only to **SBC NEVADA**:
  - 3.4.4.1 **SBC NEVADA** low income assistance services, (e.g., LifeLine and Link-Up services) are available for resale for a maximum period of 90 days from contract approval date. The CLEC has 90 days from the contract approval date to coordinate with the appropriate federal and state government agencies to establish the CLEC's own low income assistance service(s). At the end of the 90 day period, CLEC is responsible for initiating Local Service Requests (LSR) to the ILEC for converting any existing ILEC Customer Service Records (CSR) from low income designated services to normal residential service. CLEC will be responsible for designating its own billing records and establishing and administering its low income assistance services internally.
  - 3.4.4.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.
- 3.5 Promotions
  - 3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.
  - 3.5.2 This section applies only to **SBC NEVADA** and **SBC MISSOURI**:
    - 3.5.2.1 Promotions of eighty-nine (89) days or less are not available to CLEC for resale.
    - 3.5.2.2 Promotions of ninety (90) days or more are available to CLEC for resale at the applicable wholesale discount, state specific.
  - 3.5.3 This section applies only to **SBC CALIFORNIA, SBC MIDWEST REGION 5-STATE, SBC CONNECTICUT** and **SBC ARKANSAS**
    - 3.5.3.1 Promotions of ninety (90) days or less are not available to CLEC for resale.
    - 3.5.3.2 Promotions of ninety-one (91) days or more are available to CLEC for resale and at the applicable wholesale discount, state specific.
  - 3.5.4 This section applies only to **SBC KANSAS, SBC TEXAS** and **SBC OKLAHOMA**:
    - 3.5.4.1 Promotions on Telecommunications Services are available to CLEC for resale. The applicable, state specific, wholesale discount will be applied to those promotions of ninety-one (91) days or more.
- 3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of **SBC-13STATE's** corresponding retail tariff(s).

- 3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
- 3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate **SBC-13STATE** federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.
- 3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).
- 3.10 **SBC-13STATE** shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by **SBC-13STATE** as the incumbent local exchange carrier.
- 3.11 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.
- 3.11.1 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 3.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."
- 3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.
- 3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record.
- 3.12 If CLEC is in violation of any provision of this Appendix, **SBC-13STATE** will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify **SBC-13STATE** in writing that the violation has been corrected. **SBC-13STATE** will bill CLEC a sum equal (i) the charges that would have been billed by **SBC-13STATE** to CLEC or any Third Party but for the stated violation and (ii) the actual revenues CLEC billed its End User(s) in connection with the stated violation, whichever is greater. Should CLEC dispute the stated violation, CLEC must notify **SBC-13STATE** in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from **SBC-13STATE** and comply with Sections 8.3 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.



- 3.13 **SBC-13STATE**'s services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any.
- 3.14 This section applies only to **SBC SOUTHWEST REGION 5-STATE**:
- 3.14.1 CLEC may convert current **SBC SOUTHWEST REGION 5-STATE** End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the state of Kansas or Texas, and
- 3.14.2 **SBC SOUTHWEST REGION 5-STATE** and any other reseller of **SBC SOUTHWEST REGION 5-STATE** local service may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the states of Arkansas, Kansas, Texas, Oklahoma or Missouri.
- 3.14.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, CLEC and **SBC SOUTHWEST REGION 5-STATE** shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.
- 3.14.4 Responsibilities of CLEC in connection with Assumption of CSP Contract Conversions.
- 3.14.4.1 CLEC shall sign an "Assumption of Existing Agreement" assuming the balance of the terms, including volume, term and termination liability remaining on any current retail **SBC SOUTHWEST REGION 5-STATE** or resold End User CSP Contract at the time of conversion. CLEC may assume the CSP Contract at the wholesale discount of 5.0% in Arkansas and Kansas and 5.62% in Texas. CLECs may assume tariffed volume and term contracts at the wholesale discount of 8.0% in the states of Arkansas and Kansas and 8.04% in the state of Texas.
- 3.14.4.2 **SBC OKLAHOMA** and **SBC MISSOURI** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.
- 3.14.4.3 CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is converted to **SBC SOUTHWEST REGION 5-STATE** or any other local service provider reselling **SBC SOUTHWEST REGION 5-STATE** local service.
- 3.14.4.4 If another reseller of **SBC SOUTHWEST REGION 5-STATE** local service converts a current CLEC End User(s) that has an existing CSP Contract, it is CLEC's responsibility to address assumption of the CSP contract and termination liability with the other reseller. CLEC agrees that **SBC SOUTHWEST REGION 5-STATE** has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against **SBC SOUTHWEST REGION 5-STATE** in connection with any conversion by another reseller of **SBC SOUTHWEST REGION 5-STATE** local service of any CLEC End User(s) that has an existing CSP contract.
- 3.14.5 Responsibilities of **SBC SOUTHWEST REGION 5-STATE** in connection with Assumptions of CSP Contract Conversions:
- 3.14.5.1 **SBC SOUTHWEST REGION 5-STATE** will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.
- 3.14.5.2 **SBC SOUTHWEST REGION 5-STATE** will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to **SBC SOUTHWEST REGION 5-STATE**.
- 3.15 This section applies only to **SBC MIDWEST REGION 5-STATE**:
- 3.15.1 **SBC MIDWEST REGION 5-STATE** retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.

3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:

3.15.2.1 **SBC ILLINOIS** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.

3.15.2.2 **SBC MICHIGAN** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.42%.

3.15.2.3 **SBC OHIO**, and **SBC WISCONSIN** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.15.2.4 **SBC INDIANA** tariffed and Individual Case Basis (ICB) contracts that are assumed will receive an interim wholesale discount of 3.39%. Final wholesale discount will be applied on a going forward basis awaiting the outcome of the pending cost study.

3.15.2.5 **SBC MIDWEST REGION 5-STATE** Non-Standard Service contracts may be assumed, but receive no wholesale discount.

3.15.3 If CLEC elects to terminate a **SBC MIDWEST REGION 5-STATE** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

#### 4. **ANCILLARY SERVICES**

4.1 Where available, **SBC-13STATE** will afford CLEC's End Users the ability to make 911 calls. In the areas served by **SBC-8STATE**, CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by **SBC-13STATE**, CLEC shall provide **SBC-13STATE** with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by **SBC-13STATE** for purposes of E911 administration. In the areas served by **SBC MIDWEST REGION 5-STATE**, any 911 fees or surcharges associated with Resale accounts shall be included by **SBC MIDWEST REGION 5-STATE** on CLEC's invoice and CLEC agrees to pay Ameritech all such fees and surcharges. **SBC MIDWEST REGION 5-STATE** shall then be responsible for submitting or retaining such fees and surcharges in accordance with the appropriate 911 cost recovery plan applicable to the local jurisdiction.

4.1.1 Should any CLEC End User assert any Claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to 911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.

4.2 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **SBC-13STATE** will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time.

4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.

4.4 Liability relating to End User Listings

4.4.1 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to **SBC-13STATE** under this Appendix, and/or CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

- 4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's End User listing information in the White Pages directory, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by **SBC-13STATE** in handling and defending such demand, claim and/or suit.
- 4.5 Each CLEC subscriber will receive one copy per primary End User listing of **SBC-13STATE**'s White Pages directory in the same manner and at the same time that they are delivered to **SBC-13STATE**'s subscribers.
- 4.5.1 If CLEC's End User already has a current **SBC-13STATE** local White Pages directory, **SBC-13STATE** shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.
- 4.6 **SBC-8STATE** will provide CLEC with 1/8<sup>th</sup> page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8<sup>th</sup> of a page. The content of CLEC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 4.7 At its request, CLEC may purchase one one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page shall be no different in style, size, color and format than **SBC-8STATE** "Informational Page". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to **SBC-8STATE** the "Informational Page" in the form of camera-ready copy.
- 4.8 Subject to any blocking that may be ordered by CLEC for its End Users, to the extent Directory Assistance (DA) services are provided to **SBC-13STATE** End Users, **SBC-13STATE** shall provide CLEC's End Users access to **SBC-13STATE** Directory Assistance services. CLEC shall pay **SBC-13STATE** the charges attributable to Directory Assistance services utilized by CLEC's End Users.
- 4.9 Subject to any blocking that may be ordered by CLEC for its End Users', **SBC-13STATE** will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.
- 4.10 **SBC-13STATE** offers CLEC the opportunity to customize route its End Users' OS/DA calls where technically feasible.
- 4.11 OS/DA Branding
- 4.11.1 Where technically feasible and/or available, **SBC-13STATE** will brand Operator Services (OS) and/or Directory Assistance (DA) in CLEC's name as outlined below:
- 4.11.2 Call Branding

- 4.11.2.1 **SBC-13STATE** will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:
- 4.11.3 **SBC-13STATE** – CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create CLEC specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).
- 4.11.4 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.
- 4.12 Branding Load Charges:
- 4.12.1 **SBC SOUTHWEST REGION 5-STATE** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by **SBC SOUTHWEST REGION 5-STATE** on behalf of CLEC when multiple brands are required on a single Operator Services trunk. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.
- 4.12.1.1 **SBC MIDWEST REGION 5-STATE** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC MIDWEST REGION 5-STATE** on behalf of CLEC when such services are provided. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.
- 4.12.1.2 **SBC-2STATE** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.
- 4.12.1.3 **SBC CONNECTICUT** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

## 5. OS/DA RATE/REFERENCE INFORMATION

- 5.1 When an **SBC-12STATE** Operator receives a rate request from a CLEC End User, where technically feasible and available, **SBC-12STATE** will quote the applicable OS/DA rates as provided by the CLEC.
- 5.2 **SBC CONNECTICUT** - until technically feasible and/or available, when a **SBC CONNECTICUT** Operator receives a rate request from a CLEC end user, **SBC CONNECTICUT** will quote the surcharge rate only.
- 5.3 CLEC will furnish OS/DA Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 5.4 CLEC will inform **SBC-12STATE**, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC-12STATE** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.
- 5.5 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.

## 5.6 Payphone Services

- 5.6.1 CLEC may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling **SBC-13STATE**'s services offered pursuant to the appropriate payphone section(s) of **SBC-13STATE**'s state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as "Payphone Lines." In its Common Carrier Docket No. 96-128, the FCC ordered **SBC-13STATE** to compensate PSP customers of CLECs that resell **SBC-13STATE**'s services for certain calls originated from pay telephones. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation."
- 5.6.2 The Parties desire that **SBC-13STATE** satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.
- 5.6.3 **SBC-13STATE** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. **SBC-13STATE** will pay Payphone Compensation to CLEC only for:
- 5.6.3.1 IntraLATA subscriber 800 calls for which **SBC-13STATE** provides the 800 service to the subscriber and carries the call; and
- 5.6.3.2 IntraLATA calls placed using **SBC-13STATE**'s prepaid calling card platform and carried by **SBC-13STATE**.
- 5.6.4 **SBC-13STATE** will not be required to pay any Payphone Compensation for non-sent paid calls.
- 5.6.5 **SBC-13STATE** will pay CLEC the Payphone Compensation due to CLEC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if **SBC-13STATE** deems it necessary to investigate a call or calls for possible fraud.
- 5.6.6 **SBC-13STATE** will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. **SBC-13STATE** will not automatically issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to **SBC-13STATE** on the bill.
- 5.6.7 Nothing in this Appendix entitles CLEC to receive or obligates **SBC-13STATE** to provide any call detail or other call record for any call that gives rise to Payphone Compensation.
- 5.6.8 CLEC represents and warrants that the only **SBC-13STATE** services that CLEC will make available to PSPs as Payphone Lines are the payphone services that **SBC-13STATE** offers pursuant to the appropriate payphone section(s) of **SBC-13STATE**'s state specific tariff(s) applicable in each state covered by this Appendix.
- 5.6.9 Except as provided otherwise in this Section 4.9.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If **SBC-13STATE** pays any Payphone Compensation to CLEC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from **SBC-13STATE**.

5.6.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:

5.6.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or

5.6.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or

5.6.10.3 False representation by CLEC.

## 5.7 Suspension of Service

5.7.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

5.7.2 **SBC-13STATE** will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated **SBC-13STATE** state specific retail tariff rate for company initiated suspension of service. Carrier Disconnect Service is the provider initiated suspension service available to CLECs in **SBC MIDWEST REGION 5-STATE**. Service specifics may be obtained in state specific CLEC Handbooks.

5.7.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

5.7.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

5.7.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

## 6. USE OF SBC BRAND

6.1 Except where otherwise required by law, CLEC shall not, without **SBC-13STATE**'s prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of **SBC-13STATE** or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with **SBC-13STATE** in the provision of Telecommunications Services to CLEC's customers.

## 7. RESPONSIBILITIES OF **SBC-13STATE**

7.1 **SBC-13STATE** shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. **SBC-13STATE** shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces, as outlined in Appendix OSS.

7.2 **SBC-13STATE** shall implement CLEC service orders within the same time intervals **SBC-13STATE** uses to implement service orders for similar services for its own End Users.

- 7.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line, as amended by **SBC-13STATE** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 7.3 CLEC will have the ability to report trouble for its End Users to the appropriate **SBC-13STATE** trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling **SBC-13STATE** will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch **SBC-13STATE**'s network facilities, including those on End User premises.
- 7.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line, as amended by **SBC-13STATE** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 7.4 **SBC-13STATE** will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). CLEC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should CLEC elect to subscribe to the DUF, CLEC agrees to pay **SBC-13STATE** the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."
- 7.5 **SBC-13STATE** shall make Telecommunications Services that **SBC-13STATE** provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. **SBC-13STATE** will notify CLEC of any changes in the terms and conditions under which **SBC-13STATE** offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.
- 7.5.1 **SBC-13STATE** currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to CLEC for resale shall advise CLEC of the category in which such new service shall be placed, and the same discount already applicable to CLEC in that category shall apply to the new service.
- 7.6 CLEC's End User's activation of Call Trace shall be handled by the **SBC-13STATE** operations centers responsible for handling such requests. **SBC-13STATE** shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.
- 7.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.
- 7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify **SBC-13STATE** against any Claim that insufficient information led to inadequate prosecution.
- 7.6.2 **SBC-13STATE** shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 7.7 This section applies only to **SBC CALIFORNIA**:
- 7.7.1 Cooperation on Fraud

#### 7.7.1.1 Traffic Alert Referral Service

7.7.1.1.1 Traffic Alert Referral Service ("TARS") is a service that monitors traffic patterns associated with a CLEC's resold lines. On no less than thirty (30) calendar days written notice, CLEC may order **SBC CALIFORNIA**'s TARS. In providing TARS to CLEC, **SBC CALIFORNIA** notifies the CLEC of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to CLEC information on all 1+ alerts. CLEC understands and agrees that **SBC CALIFORNIA** will use electronic mail to provide such information and that such information will only be available via electronic mail at the present time. It is the responsibility of CLEC to provide **SBC CALIFORNIA** with the correct email address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. **SBC CALIFORNIA** grants to CLEC a non-exclusive right to use the information provided by **SBC CALIFORNIA**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay **SBC CALIFORNIA** a recurring usage rate as set forth in Appendix Pricing in the "OTHER (Resale)" category listed as "Traffic Alert Referral Service."

7.7.1.2 CLEC shall be liable for all fraud associated with any resale service to which it subscribes. **SBC CALIFORNIA** takes no responsibility, will not investigate, and will make no adjustments to CLEC's account(s) in cases of fraud or any other related End User dispute.

7.7.1.3 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, **SBC CALIFORNIA** shall not be liable for any damages to CLEC or to any other person or entity for **SBC CALIFORNIA**'s actions or the conduct of its employees in providing TARS to CLEC. CLEC shall indemnify, defend, and hold **SBC CALIFORNIA** harmless from any and all claims, lawsuits, costs, damages, liabilities, losses, and expenses, including reasonable attorney fees, resulting from or in connection with CLEC's use of **SBC CALIFORNIA**'s TARS, except when such claims, lawsuits, costs, damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of **SBC CALIFORNIA** or its employees.

7.8 This section applies only to **SBC CALIFORNIA**:

7.8.1 **SBC CALIFORNIA** will make available to CLEC an optional service, Repair Transfer Service ("RTS"). In the event a CLEC's End User dials 611 (811-8081 for Priority Business customers) for repair, **SBC CALIFORNIA** will provide a recorded announcement of the CLEC name and number and **SBC CALIFORNIA** will automatically transfer the caller to the CLEC designated 800/888 number for repair service. CLEC must provide written notification to **SBC CALIFORNIA** at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the CLEC name and 800/888 numbers for RTS to the CLEC repair bureau and business office. There will be no charges associated with the initial set-up for RTS, however, charges will apply to any subsequent changes to the recorded name announcement and telephone number. Rates for subsequent changes are set forth in the Appendix Pricing in the "OTHER (Resale)" category listed as "Repair Transfer Service." Subsequent charges include: Recorded Name Announcement, 800/888 Telephone Number and Name Announcement & Telephone Number.

## 8. RESPONSIBILITIES OF CLEC

8.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. **SBC-13STATE** shall abide by the same applicable laws and regulations.



- 8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies **SBC-13STATE** or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in a FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.
- 8.2.1 **SBC-13STATE** shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to **SBC-13STATE** upon request and at no charge.
- 8.2.1.1 The following applies to **SBC MICHIGAN** only: The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.
- 8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, **SBC-13STATE** is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 8.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If **SBC-13STATE**, on behalf of CLEC, agrees to investigate an alleged incidence of slamming, **SBC-13STATE** shall charge CLEC an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee."
- 8.5 Should **SBC-13STATE** receive an order from CLEC for services under this Appendix, and **SBC-13STATE** is currently providing the same services to another local service provider for the same End User, CLEC agrees that **SBC-13STATE** may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from **SBC-13STATE**.
- 8.5.1 If **SBC-13STATE** receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then **SBC-13STATE** shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC and the other local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from **SBC-13STATE**.
- 8.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. **SBC-13STATE** will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working Telephone Number ("WTN"), and terminal number of all End Users who have disconnected CLEC's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. CLEC shall pay **SBC-13STATE** for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." CLEC agrees that **SBC-13STATE** may change the per WTN charge, at **SBC-13STATE**'s sole discretion, so long as **SBC-13STATE** provides CLEC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. **SBC-13STATE** grants to CLEC a non-exclusive right to use the LDR information provided by **SBC-13STATE**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.

- 8.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users and billed by **SBC-13STATE** directly to End Users.
- 8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by **SBC-13STATE** for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by **SBC-13STATE**.
- 8.7 **SBC-13STATE** shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users and billed by **SBC-13STATE** directly to End Users.
- 8.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 8.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems. Charges for Alternatively Billed Calls shall be paid by CLEC at the rated value of the call less the appropriate State discount.
- 8.9 CLEC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces as described in this Appendix and Appendix OSS.
- 8.10 CLEC shall be responsible for providing to its End Users and to **SBC-13STATE** a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.
- 8.10.1 In the event that CLEC's End Users contact **SBC-13STATE** with regard to repair requests, **SBC-13STATE** shall inform such End Users to call CLEC and may provide CLEC's contact number.
- 8.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached, CLEC shall comply with the provisions set forth in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.
- 8.12 CLEC will provide forecasts to **SBC-13STATE** every January and July using the **SBC-13STATE** network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

**APPENDIX FOR ACCESS**

**TO SBC COMMUNICATION INC.'S STRUCTURE**

**(POLES, CONDUITS, AND RIGHTS OF WAYS)**

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## APPENDIX FOR ACCESS TO SBC COMMUNICATION INC.'S STRUCTURE (POLES, CONDUITS, AND RIGHTS OF WAYS)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.1.2 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.1.4 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.1.5 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.1.6 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

### 2. DEFINITIONS

- 2.1 **Definitions in general.** As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 2.1 to 2.14 except as the context otherwise requires.
- 2.2 **Conduit.** The term "conduit" refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Appendix, the term "conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SBC-13STATE** structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE**'s conduit.
- 2.3 **Conduit system.** The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term "conduit system" does not include (a) cables and other telecommunications equipment located within conduit structures or (b)

central office vaults, controlled environment vaults, or other **SBC-13STATE** structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE**'s conduit.

- 2.4 **Duct.** The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Appendix, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.
- 2.5 **Handhole.** The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term "handhole" refers only to handholes which are part of **SBC-13STATE**'s conduit system and does not refer to handholes which provide access to buried cables not housed within **SBC-13STATE** ducts or conduits. As used in this Appendix, the term "handhole" refers only to handhole structures owned or controlled by **SBC-13STATE** and does not include cables and other telecommunications equipment located within handhole structures.
- 2.6 **Occupancy Permit.** The term "occupancy permit" refers to a written instrument confirming that **SBC-13STATE** has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or right-of-way space.
- 2.7 **Maintenance Duct.** The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term "maintenance duct" does not include ducts and conduits extending from an **SBC-13STATE** manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.
- 2.8 **Make-ready work.** The term "make-ready work" refers to all work performed or to be performed to prepare **SBC-13STATE**'s poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party's facilities.
- 2.9 **Manhole.** The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of **SBC-13STATE**'s conduit system. As used in this Appendix, the term "manhole" does not include cables and other telecommunications equipment located within manhole structures.
- 2.10 **Other User.** The term "Other User" refers to entities, other than the Attaching Party, with facilities on an **SBC-13STATE** pole, duct, conduit or right-of-way to which the Attaching Party has obtained access. Other Users may include **SBC-13STATE**, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in **SBC-13STATE**'s poles, ducts, conduits or rights-of-ways).
- 2.11 **Overlashing.** The term "Overlashing" refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.
- 2.12 **Pole.** The term "pole" refers to poles (and associated anchors) which are owned or controlled by **SBC-13STATE** and does not include cables and other telecommunications equipment attached to pole structures.
- 2.13 **Rights-of-way.** The term "rights-of-way" refers to **SBC-13STATE** owned or controlled legal rights to pass over or through property of another party and used by **SBC-13STATE** for its telecommunications distribution system. For purposes of this Appendix, "rights-of-way" includes property owned by **SBC-13STATE** and used by **SBC-13STATE** for its telecommunications distribution facilities. Rights-of-way does not include:
- 2.13.1 cables and other telecommunications equipment buried or located on such rights-of-way,
  - 2.13.2 public rights of way (which are owned by and subject to the control of governmental entities), or
  - 2.13.3 any space which is owned and controlled by a third-party property owner and occupied by **SBC-13STATE** with permission from such owner rather than as a matter of legal right.

2.14 Structure. The term "Structure" refers collectively to poles, ducts, conduits and rights-of-way.

### 3. SCOPE OF APPENDIX

- 3.1 This Appendix establishes the rates, terms, conditions, and procedures by which **SBC-13STATE** shall provide non-discriminatory access to **SBC-13STATE**'s Structure. Separate tariffs, appendix, or agreements shall govern Attaching Party's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Appendix:
- 3.1.1 **SBC-13STATE**'s central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from **SBC-13STATE**'s central offices;
  - 3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;
  - 3.1.3 ducts and conduits located within buildings owned by **SBC-13STATE**; and
  - 3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by **SBC-13STATE** from third-party property owners for purposes other than to house cables and other equipment in active service as part of **SBC-13STATE**'s network distribution operations.
- 3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.
- 3.3 No Effect on **SBC-13STATE**'s Right to Abandon, Convey or Transfer Structure. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall in any way affect **SBC-13STATE**'s right to abandon, convey, or transfer to any other person or entity **SBC-13STATE**'s interest in any of **SBC-13STATE**'s Structure. **SBC-13STATE** shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

### 4. EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

- 4.1 Effective Date. This Appendix shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2004, or, if this Appendix has been entered into as an appendix, attachment, or exhibit to an interconnection Appendix between the parties, the date of approval by the State Commission of the interconnection Appendix, whichever date first occurs.
- 4.2 Initial Term. Unless sooner terminated as herein provided, the initial term of this Appendix shall run from the effective date until the end of the calendar year which includes the effective date. In the event this Appendix is entered into as a part of an Interconnection Appendix, this Appendix shall terminate upon the termination of the Interconnection Appendix of which this is apart.
- 4.3 Automatic Renewal. Unless sooner terminated as herein provided, this Appendix shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date, or in the same fashion as the Interconnection Appendix renews, if a part of the Interconnection Appendix.
- 4.4 Elective Termination. Either party may terminate this Appendix by giving the other party at least six months prior written notice as provided in this section. The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Appendix or six months after the date the notice is given.
- 4.5 Elective Termination by **SBC-13STATE**. Attaching Party shall, within 60 days after the effective date of the elective termination by **SBC-13STATE**, either initiate negotiations for continued access to **SBC-13STATE**'s

poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Section 28 of this Appendix.

- 4.6 Effect of Elective Termination. Elective termination of this Appendix by Attaching Party, as permitted under Section 4 of this Appendix, shall not affect Attaching Party's liabilities and obligations incurred under this Appendix prior to the effective date of termination and shall not entitle Attaching Party to the refund of any advance payment made to **SBC-13STATE** under this Appendix. Elective termination of this Appendix by **SBC-13STATE** shall not affect **SBC-13STATE**'s obligations to afford access to **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way owned or controlled by **SBC-13STATE** as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

## 5. GENERAL PROVISIONS

- 5.1 Entire Appendix. This Appendix, together with the interconnection Appendix, if any, of which this Appendix is a part, and the Guidelines for Access to **SBC-13STATE** Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and Appendix of the parties.
- 5.2 Prior Agreements Superseded. This Appendix supersedes all prior Agreements and understandings, whether written or oral, between Attaching Party and **SBC-13STATE** relating to the placement and maintenance of Attaching Party's facilities on and within **SBC-13STATE**'s poles, ducts, and conduits within this State.
- 5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Appendix, the terms and conditions of this Appendix shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.
- 5.4 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Appendix, any obligations of either party under provisions of this Appendix relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Appendix which, by their terms, are contemplated to survive (or be performed after) termination of this Appendix, will survive the termination of this Appendix.
- 5.5 Multiple Counterparts. This Appendix may be executed in multiple counterparts.
- 5.6 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Appendix, be subject to the rates, terms, conditions, and procedures set forth in this Appendix.
- 5.7 Force Majeure. Except as otherwise specifically provided in this Appendix, neither party will be liable for any delay or failure in performance of any part of this Appendix caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the party claiming excusable delay or other failure to perform; provided, however, that Force Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.
- 5.8 Severability. If any article, section, subsection, or other provision or portion of this Appendix is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Appendix as to either party, the invalidity of such provision shall not render this entire Appendix unenforceable and this Appendix shall be administered as if it did not contain the invalid provision.
- 5.9 Choice of Law. Except to the extent that federal law controls any aspect of this Appendix, the validity of this Appendix, the construction and enforcement of its terms, and the interpretation of the rights and duties of



the parties will be governed by the laws of this State, applied without regard to the provisions of this State's laws relating to conflicts-of-laws.

- 5.10 Changes in the Law. The parties agree to negotiate in good faith changes to this Appendix to conform to changes applicable law pertaining to access to poles, ducts, conduits and rights-of-way, including the Pole Attachment Act.
- 5.11 The parties shall at all times observe and comply with, and the provisions of this Appendix are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

## 6. DISCLAIMER OF WARRANTIES

- 6.1 **SBC-13STATE** MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT **SBC-13STATE'S** POLES, DUCTS, CONDUITS AND WARRANTIES ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF **SBC-13STATE'S** POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

## 7. DISPUTE RESOLUTION

- 7.1 In the event that this Appendix is a part of an Interconnect Agreement between the parties, the dispute resolution provisions of the Interconnection Agreement shall apply to disputes under this Appendix.

## 8. INDEMNIFICATION

- 8.1 Definitions. The term "Claims" as used in Section 8 shall mean any suit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.
- 8.2 Indemnities Excluded. Except as otherwise specifically provided in this article, neither party (as an "indemnifying party") shall be required to indemnify or defend the other party (as an "indemnified party") against, or hold the indemnified party harmless from, any Claims arising out of:
- 8.2.1 any breach by the indemnified party of any provision of this Appendix or any breach by the indemnified party of the parties' interconnection Appendix, if any;
  - 8.2.2 the violation of any law by any employee of the indemnified party or other person acting on the indemnified party's behalf;
  - 8.2.3 willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party's behalf; or
  - 8.2.4 any negligent act or acts committed by any employee of the indemnified party or other person acting on the indemnified party's behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the Claim for which indemnity is requested.
- 8.3 Workplace Injuries. Except as expressly provided in this Appendix to the contrary, each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying party (or other person acting on the indemnifying party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of **SBC-13STATE's** Structure.
- 8.4 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party's behalf.

- 8.5 THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8.3-8.4 SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.
- 8.6 Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3, or other claims subject to Section 8.4) made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party.
- 8.7 Injuries to Third Parties and Third party Property Owners Resulting from the Parties' Conduct. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf.
- 8.8 Indemnification for Environmental Claims.
- 8.8.1 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of
- 8.8.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or
- 8.8.1.2 any provision or requirement of this Appendix dealing with hazardous substances or protection of the environment.
- 8.8.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any **SBC-13STATE** pole, duct, conduit, or right-of-way.
- 8.8.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any **SBC-13STATE** pole, duct, conduit, or right-of-way.
- 8.8.4 Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.
- 8.9 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, of every kind and character, made, brought, or sought against **SBC-13STATE** by any person or entity, arising out of or in connection with the subject matter of this Appendix and based on either:
- 8.9.1 Claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on **SBC-13STATE** due to the placement or presence of Attaching Party's facilities on or within **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way; or

- 8.9.2 Claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.
- 8.10 Attaching Party's General Indemnity Obligations to **SBC-13STATE**. This section applies only in those situations not expressly covered by Sections 8.3-8.10 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against **SBC-13STATE** pursuant to this Appendix or other provisions in the parties' interconnection Appendix, if any. Except as otherwise expressly provided in this Appendix to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Appendix, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.
- 8.11 **SBC-13STATE**'s General Indemnity Obligations to Attaching Party. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from **SBC-13STATE**'s enforcement of its rights against Attaching Party pursuant to this Appendix or other provisions in the parties' interconnection Agreement, if any. Except as otherwise expressly provided in this Appendix to the contrary, **SBC-13STATE** shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with **SBC-13STATE**'s access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, **SBC-13STATE**'s performance of any acts authorized under this Appendix, or the presence or activities of **SBC-13STATE**'s employees or other personnel acting on **SBC-13STATE**'s behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.

## 9. LIABILITIES AND LIMITATIONS OF LIABILITY

- 9.1 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.
- 9.2 **SBC-13STATE** Not Liable to Attaching Party for Acts of Third Parties or Acts of God. By affording Attaching Party access to **SBC-13STATE** Structure **SBC-13STATE** does not warrant, guarantee, or insure the uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 9.5 of this Appendix, Attaching Party assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Attaching Party's facilities attached to **SBC-13STATE**'s poles or placed in **SBC-13STATE**'s Structure and **SBC-13STATE** shall not be liable to Attaching Party for any damages to Attaching Party's facilities other than as provided in Section 9.5. In no event shall **SBC-13STATE** be liable to Attaching Party under this Agreement for any death of person or injury, loss, or damage resulting from the acts or omissions of (1) any Other User or any person acting on behalf of an Other User, (2) any governmental body or governmental employee, (3) any third-party property owner or persons acting on behalf of such property owner, or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any **SBC-13STATE** pole, duct, conduit, or right-of-way in any capacity other than as a **SBC-13STATE** employee or person acting on **SBC-13STATE**'s behalf. In no event shall **SBC-13STATE** be

- liable to Attaching Party under this Agreement for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on **SBC-13STATE**'s behalf, cable cuts by persons other than **SBC-13STATE**'s employees or persons acting on **SBC-13STATE**'s behalf, or other causes beyond **SBC-13STATE**'s control which occur at sites subject to this Appendix.
- 9.3 **Damage to Facilities.** Each party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the party and persons acting on the party's behalf. A party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other party, and/or Other Users for any property damaged caused by the party or persons acting on the party's behalf.
- 9.4 **No Limitations of Liability in Contravention of Federal or State Law.** Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

## 10. INSURANCE

- 10.1 At all times in which the Attaching Party has attachments to **SBC-13STATE** poles, or is occupying **SBC-13STATE** conduit or right-of-way, Attaching Party shall keep and maintain in force, at its own expense, the minimum insurance coverage and limits set for below. Such insurance and coverage shall not only cover the Attaching Party, but it must cover all contractors, subcontractors and/or any other person acting on Attaching Party's behalf, that are providing services under this Appendix.
- 10.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Appendix and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
- 10.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations.
- 10.1.3 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired and non-owned vehicles.
- 10.2 Attaching Party agrees to name **SBC-13STATE** as an Additional Insured on the Commercial General Liability policy and Commercial Automobile Liability Policy.
- 10.3 **SBC-13STATE** agrees to accept the Attaching Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 10.3.1 Workers' Compensation and Employers Liability: Attaching Party submit to **SBC-13STATE** its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Appendix or the employer's state of hire; and
- 10.3.2 Automobile liability: Attaching Party shall submit to **SBC-13STATE** a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Appendix; and
- 10.3.3 General liability: Attaching Party must provide evidence acceptable to **SBC-13STATE** that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 10.4 All insurance required in accordance with this section must be in effect before **SBC-13STATE** will issue pole attachment or conduit occupancy permits under this Appendix.

- 10.5 Attaching Party agrees to provide **SBC-13STATE** with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

## 11. ASSIGNMENT OF RIGHTS

- 11.1 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Appendix except as provided in this section.
- 11.1.1 **SBC-13STATE** may assign its rights, delegate its benefits, and delegate its duties and obligations under this Appendix, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with **SBC-13STATE** or which acquires or succeeds to ownership of substantially all of **SBC-13STATE**'s assets.
- 11.1.2 Overlapping of Attaching Party's facilities on **SBC-13STATE** poles by a third party will be allowed under the following conditions:
- 11.1.2.1 The Overlapping entity must enter into an Appendix with **SBC-13STATE** for access to **SBC-13STATE** Structures and abide by the terms and conditions of such an Occupancy Permit.
- 11.1.2.2 The Overlapping entity must obtain written approval from the Attaching Party and provide a copy to **SBC-13STATE** prior to submitting a request for access to structure.
- 11.1.2.3 The Overlapping party must submit a written request for access to structure, and indicate on the request that the request is for Overlapping of an existing attachment of the Attaching Party.
- 11.1.2.4 The Overlapping entity is responsible for paying the fees for Overlapping in APPENDIX I and/or APPENDIX PRICING which are separate and in addition to the fees paid by the Attaching Party.
- 11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without **SBC-13STATE**'s consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Appendix, subject to the express terms of this Appendix. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an Agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Appendix shall assume all outstanding obligations of Attaching Party under the agreement and provide proof satisfactory to **SBC-13STATE** that such lender or third party has complied or will comply with all requirements established under this Appendix. Notwithstanding any provisions of this Appendix to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under the Agreement, including liability to **SBC-13STATE** for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Agreement, as applicable.
- 11.1.4 No assignment or transfer by Attaching Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured **SBC-13STATE**'s prior written consent to the assignment or transfer, if necessary, and given **SBC-13STATE** notice of the assignment or transfer pursuant to Section 11.3.

- 11.2 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.
- 11.3 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by **SBC-13STATE** in writing, no assignment permitted by **SBC-13STATE** under this Agreement shall relieve Attaching Party of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Section 8 of this Agreement or the interconnection agreement, if any.
- 11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. **SBC-13STATE** may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Agreement.
- 11.5 Sub-Permits Prohibited. Nothing contained in this Agreement shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or occupancy permits subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.

## 12. TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES

- 12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Appendix and all occupancy permits subject to this Appendix shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Attaching Party is cable television system having access to **SBC-13STATE**'s poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way.
- 12.2 Individual occupancy permits subject to this Appendix shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or right of way space subject to such occupancy permit or (b) Attaching Party's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.
- 12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to **SBC-13STATE**'s Structure shall not materially interfere with or impair service over any facilities of **SBC-13STATE** or any Other User, cause material damage to **SBC-13STATE**'s plant or the plant of any Other User, impair the privacy of communications carried over the facilities of **SBC-13STATE** or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, **SBC-13STATE** may limit, terminate or refuse access if Attaching Party violates this provision.
- 12.4 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either party, the aggrieved party may give written notice of such claimed breach.
- 12.5 The complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given, and
  - 12.5.1 the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or

12.5.2 the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.

- 12.6 Remedies for Breach. Subject to the provisions of this article, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

### 13. FAILURE TO ENFORCE

- 13.1 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any occupancy permit or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.

### 14. CONFIDENTIALITY OF INFORMATION

- 14.1 Information Provided by Attaching Party to **SBC-13STATE**. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by Attaching Party to **SBC-13STATE** in connection with this Appendix (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about **SBC-13STATE** facilities. This article does not limit the use by **SBC-13STATE** of aggregate information relating to the occupancy and use of **SBC-13STATE**'s Structure by firms other than **SBC-13STATE** (that is, information submitted by Attaching Party and aggregated by **SBC-13STATE** in a manner that does not directly or indirectly identify Attaching Party).
- 14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to **SBC-13STATE** in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.
- 14.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, **SBC-13STATE** and persons acting on **SBC-13STATE**'s behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:
- 14.3.1 posting information, as necessary, to **SBC-13STATE**'s outside plant records;
  - 14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing **SBC-13STATE**'s Structure and any **SBC-13STATE** facilities located on, within, or in the vicinity of such Structure;
  - 14.3.3 performing **SBC-13STATE**'s obligations under this Agreement and similar agreements with third parties;
  - 14.3.4 determining which of **SBC-13STATE**'s Structure are (or may in the future be) available for **SBC-13STATE**'s own use, and making planning, engineering, construction, and budgeting decisions relating to **SBC-13STATE**'s Structure;
  - 14.3.5 preparing cost studies;
  - 14.3.6 responding to regulatory requests for information;
  - 14.3.7 maintaining **SBC-13STATE**'s financial accounting records; and

14.3.8 complying with other legal requirements relating to Structure.

- 14.4 Defense of Claims. In the event of a dispute between **SBC-13STATE** and any person or entity, including Attaching Party, concerning **SBC-13STATE**'s performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, **SBC-13STATE** may utilize confidential or proprietary information submitted by Attaching Party in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that **SBC-13STATE** shall not disclose Attaching Party's proprietary or confidential information without first, at **SBC-13STATE**'s option:

14.4.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;

14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or

14.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

- 14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding **SBC-13STATE** from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that **SBC-13STATE** shall not disclose Attaching Party's proprietary or confidential information without first, at **SBC-13STATE**'s option:

14.5.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;

14.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or

14.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

## 15. ACCESS TO RIGHTS-OF-WAY

- 15.1 To the extent **SBC-13STATE** has the authority to do so, **SBC-13STATE** grants Attaching Party a right to use any right-of-way for **SBC-13STATE** poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on **SBC-13STATE**'s poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the **SBC-13STATE** pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by **SBC-13STATE**. **SBC-13STATE** does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.

- 15.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.

- 15.3 Access to Rights-of-Way Generally. At locations where **SBC-13STATE** has access to third-party property pursuant to non-exclusive rights-of-way, **SBC-13STATE** shall not interfere with Attaching Party's



negotiations with third-party property owners for similar access or with Attaching Party's access to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where **SBC-13STATE** has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, **SBC-13STATE** shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits **SBC-13STATE** to provide such access, and provided further that **SBC-13STATE**'s charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by **SBC-13STATE** to obtain the right-of-way, plus any other documented legal, administrative, and engineering costs incurred by **SBC-13STATE** in obtaining the right-of-way and processing Attaching Party's request for access.

## 16. SPECIFICATIONS

- 16.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to **SBC-13STATE**'s poles or occupying space in **SBC-13STATE**'s ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix and the Administrative Guide.
  - 16.1.1 **SBC CALIFORNIA ONLY**- In addition to the terms and conditions included in this Appendix, **SBC CALIFORNIA** shall comply with any requirements set forth in California Public Utility Commission Decision 98-10-058.
- 16.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:
  - 16.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";
  - 16.2.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");
  - 16.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");
  - 16.2.4 California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and,
  - 16.2.5 the **SBC-13STATE** Structure Access Guidelines
- 16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of **SBC-13STATE**'s manholes and access to **SBC-13STATE**'s conduit system.
  - 16.3.1 Attaching Party will notify **SBC-13STATE** not less than 5 business days in advance before entering **SBC-13STATE**'s conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.
  - 16.3.2 An authorized employee or representative of **SBC-13STATE** may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within **SBC-13STATE**'s conduit system. Attaching Party shall reimburse **SBC-13STATE** for costs associated with the presence of **SBC-13STATE**'s authorized employee or representative.
  - 16.3.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

## 17. ACCESS TO RECORDS

- 17.1 **SBC-13STATE** will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of **SBC-13STATE**'s Structure. Upon request, **SBC-13STATE** will meet with the Attaching

- Party to clarify matters relating to maps, records or additional information. **SBC-13STATE** does not warrant the accuracy or completeness of information on any maps or records.
- 17.2 Maps, records or information are and remain the proprietary property of **SBC-13STATE**, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to **SBC-13STATE**'s Structure, and may not be resold, reproduced or disseminated by the Attaching Party.
- 17.3 **SBC-13STATE** will provide information currently available on the **SBC-13STATE**'s maps and/or records regarding:
- 17.3.1 the location of Structure and street addresses for manholes and poles as shown on **SBC-13STATE**'s maps;
  - 17.3.2 the footage between manholes or lateral ducts lengths, as shown on **SBC-13STATE**'s maps;
  - 17.3.3 the footage between poles, if shown on **SBC-13STATE**'s maps;
  - 17.3.4 the total capacity of the Structure
  - 17.3.5 the existing utilization of the Structure.
- 17.4 **SBC-13STATE** will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by **SBC-13STATE**.
- 17.5 **SBC-13STATE** will expunge any confidential or proprietary information from its maps and records prior to providing access to the same to the Attaching Party.

## 18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

- 18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified **SBC-13STATE** poles or placing facilities within specified **SBC-13STATE** ducts, conduits, or rights-of-way.
- 18.2 Structure Access Request Form. To apply for an occupancy permit under this Appendix, Attaching Party shall submit to **SBC-13STATE** the appropriate **SBC-13STATE** request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific **SBC-13STATE** Structure.
- 18.3 Make-Ready Survey. A Make-Ready survey must be completed by **SBC-13STATE** or the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable **SBC-13STATE** to
- 18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to **SBC-13STATE** structures;
  - 18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare **SBC-13STATE**'s poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy; and
  - 18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.

## 19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

- 19.1 Selection of Space. **SBC-13STATE** will select or approve the Attaching Party's selection of the space Applicant will occupy on **SBC-13STATE**'s poles or in **SBC-13STATE**'s conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Appendix. Where required by law or franchise agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed available for use by **SBC-13STATE**, Attaching Party, and other parties entitled to access under applicable law.

## 19.2 Pole, Duct, and Conduit Space Assignments.

19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by **SBC-13STATE**, the pole, duct, and conduit space selected and/or approved by **SBC-13STATE** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.

19.2.2 **SBC CALIFORNIA**: The pole, duct, and conduit space selected and/or approved by **SBC-13STATE** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed nine (9) months in **SBC CALIFORNIA** only as detailed by the California Public Utility Commission.

19.2.3 **SBC-13STATE** may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If **SBC-13STATE** assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate **SBC-13STATE** record if **SBC-13STATE** has not occupied such assigned space within such 12 month period.

19.2.4 **SBC CALIFORNIA**: Space assignment is 9 months in California.

19.2.5 Notices and applications including assignment requests will be date-and time-stamped on receipt.

## 20. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)

20.1 Response Within 45 Days. Within 45 days of Attaching Party's submission of a request for access to **SBC-13STATE** Structure, **SBC-13STATE** shall provide a written response to the application. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, **SBC-13STATE** will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial. **SBC-13STATE** will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.

20.2 If access is granted the response will further advise Attaching Party in writing of:

20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare **SBC-13STATE**'s Structure, and

20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.

20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either

20.3.1 submit payment for the estimate authorizing **SBC-13STATE** or its contractor to complete the make-ready work; or

20.3.2 advise **SBC-13STATE** of its willingness to perform the proposed make-ready work itself if permissible in the application area.

20.4 Make-ready work performed by Attaching Party, or by an authorized contractor selected by Attaching Party, shall be performed in accordance with **SBC-13STATE**'s specifications and in accordance with the same standards and practices which would be followed if such work were being performed by **SBC-13STATE** or **SBC-13STATE**'s contractors. Neither Attaching Party nor authorized contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of **SBC-13STATE**'s Structures or interferes with any existing use of **SBC-13STATE**'s facilities or the facilities of any Other User.

20.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to **SBC-13STATE**'s poles or occupying space in **SBC-13STATE**'s conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment

- or placement of Attaching Party's facilities to or in **SBC-13STATE**'s poles, ducts, conduits and rights of ways.
- 20.6 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to **SBC-13STATE** for the use of such additional capacity. If **SBC-13STATE** utilizes additional space or capacity created at Attaching Party's expense, **SBC-13STATE** will reimburse Attaching Party on a pro-rata basis for **SBC-13STATE**'s share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. **SBC-13STATE** will notify the Attaching Party if any entity, including **SBC-13STATE**, attaches facilities to additional capacity on **SBC-13STATE**'s Structure created at the Attaching Party's expense. **SBC-13STATE** shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.
- 20.7 If Attaching Party utilizes space or capacity on any **SBC-13STATE** Structure created at **SBC-13STATE**'s expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of **SBC-13STATE**'s capacity creation costs.
- 20.8 Occupancy Permit and Attachment. After all required make-ready work is completed, **SBC-13STATE** will issue an occupancy permit confirming that Attaching Party may attach specified facilities to **SBC-13STATE**'s Structure.
- 20.9 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will be considered available for use by **SBC-13STATE** or Other User.
- \***SBC CALIFORNIA** only: Space assignment shall not exceed nine (9) months in California.
- 20.10 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by **SBC-13STATE** to the Attaching Party.

## 21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

- 21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to **SBC-13STATE**'s poles and the placement of such facilities in **SBC-13STATE**'s ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.
- 21.2 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide **SBC-13STATE** with a construction schedule and thereafter keep **SBC-13STATE** informed of anticipated changes in the construction schedule.

## 22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

- 22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Agreement authorizes Attaching Party to engage in routine maintenance of facilities located on or within **SBC-13STATE**'s poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.
- 22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by **SBC-13STATE**. A person or entity using the maintenance duct for

non-emergency maintenance or repair activities shall immediately notify **SBC-13STATE** of such use and must either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'s consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

## 23. MODIFICATION OF ATTACHING PARTY'S FACILITIES

- 23.1 Notification of Planned Modifications. Attaching Party shall notify **SBC-13STATE** in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a **SBC-13STATE** Structure. The notice shall contain sufficient information to enable **SBC-13STATE** to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.
- 23.2 Replacement of Facilities and Overlapping Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same **SBC-13STATE** Structure, and may overlap additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

## 24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

- 24.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with **SBC-13STATE** and other users in making rearrangements to **SBC-13STATE** Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable law.
- 24.2 Whenever feasible, **SBC-13STATE** shall give Attaching Party not less than 30 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, **SBC-13STATE** will rearrange at Attaching Party's expense.

## 25. EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.
- 25.1.1 Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.
- 25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify **SBC-13STATE** within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the **SBC-13STATE** conduit system and using the maintenance duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 2.7, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.

- 25.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'s consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance ducts. Entities not vacating the maintenance duct must provide an immediate maintenance duct at the entity's cost.
- 25.2 Designation of Emergency Repair Coordinators and Other Information. For each **SBC-13STATE** construction district, Attaching Party shall provide **SBC-13STATE** with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify **SBC-13STATE** of changes to such information.
- 25.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, **SBC-13STATE**, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.
- 25.3.1 Emergency service restoration work requirements shall take precedence over other work operations.
- 25.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.
- 25.3.3 **SBC-13STATE** shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by **SBC-13STATE** on a nondiscriminatory basis in accordance with the principles set forth in this section.
- 25.4 Emergency Pole Replacements.
- 25.4.1 When emergency pole replacements are required, **SBC-13STATE** shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.
- 25.4.2 If notified by **SBC-13STATE** that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an **SBC-13STATE** replacement pole, the transfer shall be in accordance with **SBC-13STATE**'s placement instructions.
- 25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise **SBC-13STATE** and thereby authorize **SBC-13STATE** (or any Other User sharing the pole with **SBC-13STATE**) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf.
- 25.5 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.
- 25.5.1 Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

25.5.2 Attaching Party shall reimburse **SBC-13STATE** for the costs incurred by **SBC-13STATE** for work performed by **SBC-13STATE** on Attaching Party's behalf in accordance with the provisions of this article.

## 26. INSPECTION BY SBC OF ATTACHING PARTY'S FACILITIES

- 26.1 Post-Construction Inspections. **SBC-13STATE** will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to **SBC-13STATE**'s Structures for the purpose of determining the conformance of the attachments to the occupancy permit. **SBC-13STATE** will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany **SBC-13STATE** on the post-construction inspection.
- 26.2 Right to Make Periodic or Spot Inspections. **SBC-13STATE** shall have the right, but not the obligation, to make periodic or spot inspections of all facilities attached to **SBC-13STATE**'s Structure. These inspections will not be made more often than once every 2 years unless in **SBC-13STATE**'s judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement.
- 26.3 If Attaching Party's facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Appendix, **SBC-13STATE** may charge Attaching Party for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.
- 26.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to **SBC-13STATE**'s Structures is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to **SBC-13STATE** and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment.

## 27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

- 27.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in **SBC-13STATE**'s Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.
- 27.2 Removal of Untagged Facilities. **SBC-13STATE** may, without notice to any person or entity, remove from **SBC-13STATE**'s poles or any part of **SBC-13STATE**'s conduit system the Attaching Party's facilities, if **SBC-13STATE** determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on **SBC-13STATE**'s poles or in **SBC-13STATE**'s conduit system.
- 27.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to **SBC-13STATE**'s poles or anchors or within any part of **SBC-13STATE**'s conduit system, **SBC-13STATE**, without prejudice to other rights or remedies available to **SBC-13STATE** under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.6 of this Appendix.
- 27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Appendix, Attaching Party shall acknowledge receipt of the notice and submit to **SBC-13STATE**, in writing, an application for a new or amended occupancy permit with respect to such facilities.
- 27.5 Approval of Request and Retroactive Charges. If **SBC-13STATE** approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to **SBC-13STATE** for all fees and

charges associated with the unauthorized attachments as specified in Section 27.10 of this Appendix. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by **SBC-13STATE** of any of its rights or privileges under this Appendix or otherwise.

- 27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from **SBC-13STATE**'s poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable **SBC-13STATE** licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date Attaching Party is notified by **SBC-13STATE** of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at **SBC-13STATE**'s request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to **SBC-13STATE** or another Other User, and shall pay **SBC-13STATE** for all costs incurred by **SBC-13STATE** in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.
- 27.7 **Removal of Unauthorized Attachments.** If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, **SBC-13STATE** shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, **SBC-13STATE** may, at **SBC-13STATE**'s option, remove Attaching Party's facilities at Attaching Party's expense.
- 27.8 **No Ratification of Unpermitted Attachments or Unauthorized Use of SBC-13STATE's Facilities.** No act or failure to act by **SBC-13STATE** with regard to any unauthorized attachment or occupancy or unauthorized use of **SBC-13STATE**'s Structure shall be deemed to constitute a ratification by **SBC-13STATE** of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

## **28. REMOVAL OF ATTACHING PARTY'S FACILITIES**

- 28.1 When Applicant no longer intends to occupy space on a **SBC-13STATE** pole or in a **SBC-13STATE** duct or conduit, Applicant will provide written notification to **SBC-13STATE** that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.
- 28.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from **SBC-13STATE**'s Structure.
- 28.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to **SBC-13STATE**'s manholes.
- 28.1.3 Applicant shall be solely responsible for the removal of its own facilities from **SBC-13STATE**'s Structure.
- 28.2 At **SBC-13STATE**'s request, Attaching Party shall remove from **SBC-13STATE**'s Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to **SBC-13STATE** that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in **SBC-13STATE**'s Structure.



- 28.3 Removal Following Termination of Occupancy permit. Attaching Party shall remove its facilities from **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way within 60 days after termination of the occupancy permit.
- 28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from **SBC-13STATE**'s Structures within 60 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.
- 28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in **SBC-13STATE**'s Structure would cause a forfeiture of the rights of **SBC-13STATE** to occupy the property where such Structure is located, **SBC-13STATE** will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. **SBC-13STATE** will give Attaching Party not less than 60 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of **SBC-13STATE**'s rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.
- 28.6 Removal of Facilities by **SBC-13STATE**; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from **SBC-13STATE**'s Structure in accordance with the provisions of Sections 28.1-28.6 of this Appendix, **SBC-13STATE** may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. **SBC-13STATE** shall give Attaching Party not less than 60 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.
- 28.7 Removal of Facilities by **SBC-13STATE**. If **SBC-13STATE** removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse **SBC-13STATE** for **SBC-13STATE**'s costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

## 29. RATES, FEES, CHARGES, AND BILLING

- 29.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Appendix will be set forth in APPENDIX PRICING as part of the Interconnection Agreement. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.
- 29.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, **SBC-13STATE** shall have the right to change the rates, charges and fees outlined in this Appendix. **SBC-13STATE** will provide the Attaching Party 60 days written notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this Appendix, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

## 30. PERFORMANCE AND PAYMENT BONDS

- 30.1 Bond May Be Required. **SBC-13STATE** may require Attaching Party, authorized contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Appendix.
- 30.1.1 If a bond or similar form of assurance is required of Attaching Party, an authorized contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to **SBC-13STATE** adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing **SBC-13STATE** 60 days written notice.

- 30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Appendix. In the event any lien, claim or demand is made on **SBC-13STATE** by any such employee, contractor, subcontractor, mechanic, material man, or other person or entity providing such materials or performing such work, **SBC-13STATE** may require, in addition to any security provided under Section 30.1 of this Appendix, that Attaching Party execute payment or performance bonds, or provide such other security, as **SBC-13STATE** may deem reasonable or necessary to protect **SBC-13STATE** from any such lien, claim or demand.

### 31. NOTICES

- 31.1 Notices to Attaching Party. All written notices required to be given to a party shall be delivered or mailed to the party's duly authorized agent or attorney, as designated in this section.
- 31.1.1 Such notice may be delivered to the party's duly authorized agent or attorney in person or by agent or courier receipted delivery.
- 31.1.2 Such notice may be mailed to the party's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.
- 31.1.3 Notices to a party shall be sent to the authorized agent or attorney designated below:

NOTICE CONTACT	ATTACHING PARTY	SBC-13STATE CONTACT
NAME/TITLE	Daniel A. Davis, Sr., Vice President & General Counsel	Contract Management ATTN: Notices Manager
STREET ADDRESS	14567 N. Outer Forty Road Suite 500	311 S. Akard, 9 <sup>th</sup> Floor Four SBC Plaza
CITY/STATE/ZIP CODE	St. Louis, MO 63107	Dallas, TX 75202-5398
FACSIMILE NUMBER	314-880-1554	214-464-2006

- 31.2 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

# **APPENDIX LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)**

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## APPENDIX LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

### 1. INTRODUCTION

- 1.1 This Appendix Lawful UNES sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to lawful unbundled network elements as specifically defined in this Appendix Lawful UNES for the provision by CLEC of a Telecommunications Service (( Act, Section 251(c)(3)). For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned ILEC doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.25 The Prices at which **SBC-13STATE** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

## 2. TERMS AND CONDITIONS

- 2.1 **Lawful UNEs and Declassification.** This Agreement sets forth the terms and conditions pursuant to which **SBC-13STATE** will provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act in **SBC-13STATE**'s incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, **SBC-13STATE** shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.

UNEs that **SBC-13STATE** is required to provide pursuant to Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders shall be referred to in this Agreement as “**Lawful UNEs**.”

- 2.1.1 A network element, including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as “**Declassified**.”
- 2.1.2 Without limitation, a network element, including a network element referred to as a Lawful UNE under this Agreement is Declassified, upon or by (a) the issuance of the mandate in *United States Telecom Association v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) (“USTA I”); or (b) operation of the *Triennial Review Order* released by the FCC in CC Docket Nos. 01-338, 96-98 and 98-147, FCC 03-36, 18 FCC Rcd 16978 (rel. Aug. 21, 2003), as modified by the Errata issued by the FCC in that same proceeding, FCC 03-227, 18 FCC Rcd 19020 (rel. Sept. 17, 2003) (the “Triennial Review Order” or “TRO”), which became effective as of October 2, 2003, including rules promulgated thereby; or (c) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (d) the issuance of the mandate in the D.C. Circuit Court of Appeals’ decision, *United States Telecom Association v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) (“USTA II”); or (e) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that **SBC-13STATE** is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act. By way of example only, a network element can cease to be a Lawful UNE or be Declassified on an element-specific, route-specific or geographically-specific basis or a class of elements basis. Under any scenario, Section 2.5 “Transition Procedure” shall apply.
  - 2.1.2.1 By way of example only, and without limitation, network elements that have been Declassified and are not provided under this Agreement include at least the following: (i) entrance facilities; (ii) dedicated transport, at any level, including but not limited to DSO, OCn, DS1, DS3, or Dark Fiber Transport; (iii) Local Switching (as defined in Section 11 of this Appendix); (iv) OCn Loops, DS1 or DS3 Loops, or Dark Fiber Loops; (v) the Feeder portion of the Loop; (vi) Line Sharing; (vii) any Call-Related Database, other than the 911 and E911 databases, that is not provisioned in connection with CLEC’s use of **SBC-13STATE**’s Lawful ULS (as no Local Switching constitutes Lawful UNE Local Switching, **SBC-13STATE** is not obligated to provide, and CLEC shall not request such Call-Related Databases, other than the 911 and E911 databases, under this Agreement); (viii) SS7 signaling that is not provisioned in connection with CLEC’s use of **SBC-13STATE**’s Lawful ULS (as no Local Switching constitutes Lawful UNE Local Switching, **SBC-13STATE** is not obligated to provide, and CLEC shall not request, SS7 signaling under this Agreement); (ix) Packet switching, including routers and DSLAMs; (x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops (as defined in 47 CFR 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier (“DLC”) systems or equipment used to provide passive optical networking (“PON”) capabilities; (xi) Fiber-to-the-Home Loops (as defined in 47 CFR § 51.319(a)(3)) (“FTTH Loops”), except to the extent that **SBC-13STATE** has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case **SBC-13STATE** will provide nondiscriminatory access to a transmission path capable of voice grade service over the FTTH loop on an unbundled basis.

- 2.1.2.2 Additional network elements that may be Declassified and be subject to this Section 2.1 include any element or class of elements as to which a general determination is made that requesting Telecommunications Carriers are not impaired without access to such element or class of elements.
- 2.1.2.3 At a minimum, at least the items set forth in this Section 2.1 shall not constitute Lawful UNEs under this Agreement.
- 2.1.3 It is the Parties' intent that only Lawful UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require Lawful UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be "Lawful," the reference shall be deemed to be a reference to Lawful UNE(s) or Lawful unbundling, as defined in this Section 2.1.
- 2.1.4 By way of example only, if terms and conditions of this Agreement state that **SBC-13STATE** is required to provide a Lawful UNE or Lawful UNE combination, and that Lawful UNE or the involved Lawful UNE (if a combination) is Declassified or otherwise no longer constitutes a Lawful UNE, then **SBC-13STATE** shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.
- 2.2 Nothing contained in the Agreement shall be deemed to constitute consent by **SBC-13STATE** that any item identified in this Agreement as a UNE, network element or Lawful UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, that **SBC-13STATE** is required to provide to CLEC alone, or in combination with other network elements or UNEs (Lawful or otherwise), or commingled with other network elements, UNEs (Lawful or otherwise) or other services or facilities.
- 2.3 The preceding includes without limitation that **SBC-13STATE** shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving **SBC-13STATE** network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.
- 2.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or Lawful UNE in this Agreement is Declassified or is otherwise no longer a Lawful UNE, then the Transition Procedure defined in Section 2.5, below, shall govern.
- 2.5 **Transition Procedure.** **SBC-13STATE** shall only be obligated to provide Lawful UNEs under this Agreement. To the extent an element described as a Lawful UNE or an unbundled network element in this Agreement is Declassified or is otherwise no longer a Lawful UNE, **SBC-13STATE** may discontinue the provision of such element, whether previously provided alone or in combination with or as part of any other arrangement with other Lawful UNEs or other elements or services. Accordingly, in the event one or more elements described as Lawful UNEs or as unbundled network elements in this Agreement is Declassified or is otherwise no longer a Lawful UNE, **SBC-13STATE** will provide written notice to CLEC of its discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of thirty (30) days from the date of such notice, **SBC-13STATE** agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a Lawful UNE in the **SBC-13STATE** notice letter referenced in this Section 2.5. **SBC-13STATE** reserves the right to audit the CLEC orders transmitted to **SBC-13STATE** and to the extent that the CLEC has processed orders and such orders are provisioned after this 30-day transitional period, such elements are still subject to this Section 2.5, including the options set forth in (a) and (b) below, and **SBC-13STATE**'s rights of discontinuance or conversion in the event the options are not accomplished. During such 30-day transitional period, the following options are available to CLEC with regard to the



element(s) identified in the **SBC-13STATE** notice, including the combination or other arrangement in which the element(s) were previously provided:

- (a) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or
- (b) **SBC-13STATE** and CLEC may agree upon another service arrangement or element (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous access product or service may be substituted, if available.

Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that thirty (30) day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a) above, and if CLEC and **SBC-13STATE** have failed to reach agreement, under (b) above, as to a substitute service arrangement or element, then **SBC-13STATE** may, at its sole option, disconnect the element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available.

2.5.1 The provisions set forth in this Section 2.5 "Transition Period" are self-effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of this Section 2.5 "Transition Period" to be implemented or effective as provided above. Further, Section 2.5 "Transition Period" governs the situation where an unbundled network element or Lawful UNE under this Agreement is Declassified or is otherwise no longer a Lawful UNE, even where the Agreement may already include an intervening law, change in law or other substantively similar provision. The rights and obligations set forth in Section 2.5, above, apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

2.5.2 Notwithstanding anything in this Agreement or in any Amendment, **SBC-13STATE** shall have no obligation to provide, and CLEC is not entitled to obtain (or continue with) access to any network element on an unbundled basis at rates set under Section 252(d)(1), whether provided alone, or in combination with other UNEs or otherwise, once such network element has been or is Declassified or is otherwise no longer a Lawful UNE. The preceding includes without limitation that **SBC-13STATE** shall not be obligated to provide combinations (whether considered new, pre-existing or existing) involving **SBC-13STATE** network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.

2.6 **SBC-13STATE** and CLEC may agree to connect CLEC's facilities with **SBC-13STATE**'s network at any technically feasible point for access to Lawful UNEs for the provision by CLEC of a Telecommunications Service. (Act, Section 251(c)(2)(B); 47 CFR § 51.305(a)(2)(vi)).

2.7 **SBC-13STATE** will provide CLEC nondiscriminatory access to Lawful UNEs (Act, Section 251(c)(3), Act, 47 CFR § 51.307(a)):

2.7.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR § 51.307(a));

2.7.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR § 51.307(a));

2.7.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that Lawful UNE (Act, Section 251(c)(3); 47 CFR § 51.307 (c));

2.7.4 In a manner that allows access to the facility or functionality of a requested Lawful UNE to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));

2.7.5 With technical information regarding **SBC-13STATE**'s network facilities to enable CLEC to achieve access to Lawful UNEs (47 CFR § 51.307(e));

- 2.7.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends (47 CFR § 51.309(a));
- 2.7.7 Where applicable, terms and conditions of access to Lawful UNEs shall be no less favorable than terms and conditions under which **SBC-13STATE** provides such elements to itself (47 CFR § 51.313(b));
- 2.7.8 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251(d)(2));
- 2.7.9 Except upon request of CLEC, **SBC-13STATE** shall not separate CLEC-requested Lawful UNEs that are currently combined. (47 CFR § 51.315(b)) **SBC-13STATE** is not prohibited from or otherwise limited in separating any Lawful UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a Lawful UNE(s) or other **SBC-13STATE** offering(s).
- 2.8 As provided for herein, **SBC-13STATE** will permit CLEC exclusive use of a Lawful UNE facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of such a facility, **SBC-13STATE** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.9 **SBC-13STATE** will maintain, repair, or replace Lawful UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.10 To the extent technically feasible, the quality of the Lawful UNE and access to such Lawful UNE shall be at least equal to what **SBC-13STATE** provides other telecommunications carriers requesting access to the Lawful UNE (47 CFR § 51.311(a), (b)).
- 2.11 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.12 Lawful UNEs provided to CLEC under the provisions of this Appendix shall remain the property of **SBC-13STATE**.
- 2.13 Performance of Lawful UNEs
  - 2.13.1 Each Lawful UNE will be provided in accordance with **SBC-13STATE** Technical Publications or other written descriptions, if any, as changed from time to time by **SBC-13STATE** at its sole discretion.
  - 2.13.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with 47 CFR § 51.325.
  - 2.13.3 **SBC-13STATE** may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for Lawful UNEs from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension **SBC-13STATE** places on itself for orders from its End Users.
  - 2.13.4 CLEC will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services which may be required because of changes in facilities, operations, or procedure of **SBC-13STATE**, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.14 Conditions for Access to Lawful UNEs
  - 2.14.1 In order to access and use Lawful UNEs, CLEC must be a Telecommunications Carrier (Section 251(c)(3), and must use the Lawful UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)). Together, these conditions are the "Statutory Conditions" for access to Lawful UNEs. Accordingly, CLEC hereby represents and warrants that it is a Telecommunications Carrier

and that it will notify **SBC-13STATE** immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify **SBC-13STATE** shall constitute material breach of this Agreement.

2.14.1.1 By way of example, use of a Lawful UNE (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise) to provide service to CLEC or for other administrative purpose(s) does not constitute using a Lawful UNE pursuant to the Statutory Conditions.

2.14.2 Other conditions to accessing and using any Lawful UNE (whether on a stand-alone basis or in combination with other network elements or UNEs (Lawful or otherwise) may be applicable under lawful and effective FCC rules and associated lawful and effective FCC and judicial orders and will also apply.

## 2.15 New Combinations Involving Lawful UNEs

2.15.1 Subject to the provisions hereof and upon CLEC request, **SBC-13STATE** shall meet its combining obligations involving Lawful UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. 467 (May 13, 2002) ("*Verizon Comm. Inc.*") and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.

2.15.1.1 Any combining obligation is limited solely to combining of Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to combining, including but not limited to facilities, services or functionalities that **SBC-13STATE** might offer pursuant to Section 271 of the Act.

2.15.2 In the event that **SBC-13STATE** denies a request to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC, **SBC-13STATE** shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, **SBC-13STATE** shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement, including Section 2.15 of this Appendix.

2.15.3 In accordance with and subject to the provisions of this Section 2.15, including Section 2.15.3.2 and 2.15.5, the new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations attached and incorporated into this Appendix shall be made available to CLEC as specified in the specific Schedule for a particular State.

2.15.3.1 The Parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as **SBC-13STATE** being required to perform the functions necessary to combine Lawful UNEs and to combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the time this Appendix was agreed-to by the Parties, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, **SBC-13STATE** is willing to perform the actions necessary to also complete the actual physical combination for those new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations to this Appendix, subject to the following:

2.15.3.1.1 Section 2.15, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, **SBC-13STATE** from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a

stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by **SBC-13STATE**. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect **SBC-13STATE** from taking any position with respect to combinations including Lawful UNEs or any issue or subject addressed or related thereto.

- 2.15.3.1.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's combining obligations, **SBC-13STATE** shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 2.15.3.1.2 shall apply in accordance with its terms, regardless of change in law, intervening law or other similarly purposed provision of the Agreement and, concomitantly, the first sentence of this Section 2.15.3.1.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.
- 2.15.3.1.3 Without affecting the application of Section 2.15.3.1.2 (which shall apply in accordance with its provisions), upon notice by **SBC-13STATE**, the Parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, and to eliminate any **SBC-13STATE** obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 2.15.3.2 A new Lawful UNE combination, if any, listed on a Schedule – Lawful UNE Combinations does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new Lawful UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.
- 2.15.3.3 For a new Lawful UNE combination, if any, listed on a Schedule – Lawful UNE Combinations, CLEC shall issue appropriate service requests. These requests will be processed by **SBC-13STATE**, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.
- 2.15.3.4 Upon notice by **SBC-13STATE**, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by **SBC-13STATE** in providing the new Lawful UNE combinations, if any, set forth in Schedule(s) – Lawful UNE Combinations, which work is not covered by the charges applicable per Section 2.16.3.3. For any such work done by **SBC-13STATE** under Section 2.16.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by **SBC-13STATE**, any such fee(s) shall be at a market-based rate. If those negotiations

do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

- 2.15.4 In accordance with and subject to the provisions of this Section 2.15, any request not included in Section 2.15.3 in which CLEC wants **SBC-13STATE** to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC (as well as requests where CLEC also wants **SBC-13STATE** to complete the actual combination), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.
- 2.15.4.1 In any such BFR, CLEC must designate among other things the Lawful UNE(s) sought to be combined and the needed location(s), the order in which the Lawful UNEs and any CLEC elements are to be connected, and how each connection (e.g., cross-connected) is to be made between an **SBC-13STATE** Lawful UNE and the lawful network element(s) possessed by CLEC.
- 2.15.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work done by **SBC-13STATE** under Section 2.15.1. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. **SBC-13STATE**'s Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC requests **SBC-13STATE** to perform work not required by Section 2.15.1, CLEC shall be charged a market-based rate for any such work.
- 2.15.5 Without affecting the other provisions hereof, the Lawful UNE combining obligations referenced in this Section 2.16 apply only in situations where each of the following is met:
- 2.15.5.1 it is technically feasible, including that network reliability and security would not be impaired;
- 2.15.5.2 **SBC-13STATE**'s ability to retain responsibility for the management, control, and performance of its network would not be impaired;
- 2.15.5.3 **SBC-13STATE** would not be placed at a disadvantage in operating its own network;
- 2.15.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with **SBC-13STATE**'s network; and
- 2.15.5.5 CLEC is
- 2.15.5.5.1 unable to make the combination itself; or
- 2.15.5.5.2 a new entrant and is unaware that it needs to combine certain Lawful UNEs to provide a Telecommunications Service, but such obligation under this Section 2.15.5.5 ceases if **SBC-13STATE** informs CLEC of such need to combine.
- 2.15.6 For purposes of Section 2.15.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the Lawful UNE(s) sought to be combined are available to CLEC, including without limitation:
- 2.15.6.1 at an **SBC-13STATE** premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;
- 2.15.6.2 for **SBC CALIFORNIA** only, within an adjacent location arrangement, if and as permitted by this Agreement.
- 2.15.7 Section 2.15.5.5 shall only begin to apply thirty (30) days after notice by **SBC-13STATE** to CLEC. Thereafter, **SBC-13STATE** may invoke Section 2.15.5.5 with respect to any request for a combination involving Lawful UNEs.

## 2.16 Conversion of Wholesale Services to Lawful UNEs

With the issuance of the Court's mandate in *USTA II*, and in the absence of lawful and effective FCC rules or orders requiring conversion of special access services to combinations of Lawful UNE Loop(s) and Lawful UNE Dedicated Transport(s), **SBC-13STATE** is not obligated to and shall not perform such conversions, and CLEC shall not request such conversions. If lawful and effective FCC rules or orders require such conversions, and for all other conversion requests the following shall apply:

- 2.16.1 Upon request, **SBC-13STATE** shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, that is available to CLEC under terms and conditions set forth in this Appendix, so long as the CLEC and the wholesale service, or group of wholesale services, meets the eligibility criteria that may be applicable for such conversion. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)
- 2.16.2 Where processes for the conversion requested pursuant to this Appendix are not already in place, **SBC-13STATE** will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.16.3 **SBC-13STATE**'s may charge applicable service order charges and record change charges.
- 2.16.4 This Section 2.16 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Lawful UNEs offered or otherwise provided for in this Appendix.
- 2.16.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, CLEC shall not request such conversion or continue using such the Lawful UNE or Lawful UNEs that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNEs, or Commingled Arrangement (as defined herein), **SBC-13STATE** may convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.
  - 2.16.5.1 This Section 2.16.5 applies to any Lawful UNE or combination of Lawful UNEs, including whether or not such Lawful UNE or combination of Lawful UNEs had been previously converted from an **SBC-13STATE** service.
  - 2.16.5.2 **SBC-13STATE** may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.
- 2.16.6 In requesting a conversion of an **SBC-13STATE** service, CLEC must follow the guidelines and ordering requirements provided by **SBC-13STATE** that are applicable to converting the particular **SBC-13STATE** service sought to be converted.
- 2.16.7 Nothing contained in this Appendix or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects **SBC-13STATE**'s ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.

## 2.17 Commingling

- 2.17.1 "Commingling" means the connecting, attaching, or otherwise linking of a Lawful UNE, or a combination of Lawful UNEs, to one or more facilities or services that CLEC has obtained at wholesale from **SBC-13STATE**, or the combining of a Lawful UNE, or a combination of Lawful UNEs, with one or more such facilities or services. "Commingled" means the act of commingling.
  - 2.17.1.1 "Commingled Arrangement" means the arrangement created by Commingling.

- 2.17.1.2 Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an **SBC-13STATE** offering pursuant to 47 U.S.C. § 271 that is not a Lawful UNE under 47 U.S.C. § 251(c)(3).
- 2.17.1.3 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, **SBC-13STATE** will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.17.1.4 Any commingling obligation is limited solely to commingling of one or more facilities or services that CLEC has obtained at wholesale from **SBC-13STATE** with Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to commingling, including but not limited to facilities, services or functionalities that SBC might offer pursuant to Section 271 of the Act.
- 2.17.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement, **SBC-13STATE** shall permit CLEC to Commingle a Lawful UNE or a combination of Lawful UNEs with facilities or services obtained at wholesale from **SBC-13STATE** to the extent required by FCC rules and orders.
- 2.17.3 Upon request, and subject to this Section 2, **SBC-13STATE** shall perform the functions necessary to Commingle a Lawful UNE or a combination of Lawful UNEs with one or more facilities or services that CLEC has obtained at wholesale from **SBC-13STATE** (as well as requests where CLEC also wants **SBC-13STATE** to complete the actual Commingling), except that **SBC-13STATE** shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) the CLEC is able to perform those functions itself; or (ii) it is not technically feasible, including that network reliability and security would be impaired; or (iii) **SBC-13STATE**'s ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iv) **SBC-13STATE** would be placed at a disadvantage in operating its own network; or (v) it would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with **SBC-13STATE**'s network. Where CLEC is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, **SBC-13STATE**'s obligation to commingle ceases if **SBC-13STATE** informs CLEC of such need to Commingle.
- 2.17.3.1 For purposes of Section 2.18.3 and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the Lawful UNE(s), Lawful UNE combination, and facilities or services obtained at wholesale from **SBC-13STATE** are available to CLEC, including without limitation:
- 2.17.3.1.1 at an **SBC-13STATE** premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;
- 2.17.3.1.2 for **SBC CALIFORNIA** only, within an adjacent location arrangement, if and as permitted by this Agreement.
- 2.17.3.2 Section 2.17.3(i) shall only begin to apply thirty (30) days after notice by **SBC-13STATE** to CLEC. Thereafter, **SBC-13STATE** may invoke Section 2.17.3(i) with respect to any request for Commingling.
- 2.17.4 In accordance with and subject to the provisions of this Section 2.17, any request by CLEC for **SBC-13STATE** to perform the functions necessary to Commingle (as well as requests where CLEC also wants **SBC-13STATE** to complete the actual Commingling), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.
- 2.17.4.1 In any such BFR, CLEC must designate among other things the Lawful UNE(s), combination of Lawful UNEs, and the facilities or services that CLEC has obtained at wholesale from **SBC-13STATE** sought to be Commingled and the needed location(s), the

order in which such Lawful UNEs, such combinations of Lawful UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them.

- 2.17.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by **SBC-13STATE** under this Section 2.17 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. **SBC-13STATE**'s Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests **SBC-13STATE** to perform work not required by this Section 2.17.4, CLEC shall be charged a market-based rate for any such work.
- 2.17.5 **SBC-13STATE** shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement. As a general matter, "ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. **SBC-13STATE** shall charge the rates for Lawful UNEs (or Lawful UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis, and such facilities and services on a facility-by-facility, service-by-service basis.
- 2.17.6 Nothing in this Agreement shall impose any obligation on **SBC-13STATE** to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The preceding includes without limitation that **SBC-13STATE** shall not be obligated to Commingle network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Lawful UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.
- 2.17.7 In the event that Commingling involves **SBC-13STATE** performing the functions necessary to combine Lawful UNEs (e.g., make a new combination of Lawful UNEs), and including making the actual Lawful UNE combination, then Section 2.16 shall govern with respect to that Lawful UNE combining aspect of that particular Commingling and/or Commingled Arrangement.
- 2.17.8 Subject to this 2.17, **SBC-13STATE** shall not deny access to a Lawful UNE or a combination of Lawful UNEs on the grounds that one or more of the Lawful UNEs is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from **SBC-13STATE**.
- 2.17.9 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, **SBC-13STATE**'s obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass **SBC-13STATE** offerings pursuant to 47 U.S.C. § 271 that are not Lawful UNEs under 47 U.S.C. § 251(c)(3).
- 2.18 Where processes for any Lawful UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, **SBC-13STATE** will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.19 **SBC-13STATE** will combine Lawful UNEs, combine Lawful UNE(s) with network elements possessed by CLEC, and/or Commingle only as set forth in this Appendix Lawful UNEs.
- 2.20 The Parties intend that this Appendix Lawful UNEs contains the sole and exclusive terms and conditions by which CLEC will obtain Lawful UNEs from **SBC-13STATE**. Accordingly, except as may be specifically



permitted by this Appendix Lawful UNEs, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any **SBC-13STATE** tariff, and agree not to so purchase or attempt to so purchase from any such tariff.

Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to enforce the foregoing (including if **SBC-13STATE** fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, Lawful or otherwise, under tariff) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, **SBC-13STATE** may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, **SBC-13STATE** may process any such order as being submitted under this Appendix UNE and, further, may convert any element provided under tariff, to this Appendix UNE, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.

### 3. ACCESS TO LAWFUL UNE CONNECTION METHODS

3.1 Subject to Section 2 of this Appendix Lawful UNEs, **SBC-13STATE** shall provide Access to Lawful UNE Connection Methods under the following terms and conditions.

3.2 This Section describes the connection methods under which **SBC-13STATE** agrees to provide CLECs with access to Lawful UNE Local Loops and the conditions under which **SBC-13STATE** makes these methods available. These methods provide CLEC access to multiple **SBC-13STATE** Lawful UNEs that the CLEC may then combine. The methods listed below provide CLEC with access to Lawful UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.2.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine Lawful UNE Local Loops within a requested **SBC-13STATE** Central Office.

#### 3.2.1.1 (Method 1)

**SBC-13STATE** will extend **SBC-13STATE** Lawful UNEs requiring cross connection to the CLEC's Physical or Virtual Collocation Point of Termination (POT) when the CLEC is Physically Collocated, in a caged or shared cage arrangement or Virtually Collocated, within the same Central Office where the Lawful UNEs which are to be combined are located. For Collocation terms and conditions refer to the Physical and Virtual Collocation Appendices.

#### 3.2.1.2 (Method 2)

**SBC-13STATE** will extend **SBC-13STATE** Lawful UNEs that require cross connection to the CLEC's Lawful UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the Lawful UNEs which are to be combined are located.

#### 3.2.1.3 (Method 3)

**SBC-13STATE** will extend **SBC-13STATE** Lawful UNEs to the CLEC's Lawful UNE frame that is located outside the **SBC-13STATE** Central Office where the Lawful UNEs are to be combined in a closure such as a cabinet provided by **SBC-13STATE** on **SBC-13STATE** property.

3.3 The following terms and conditions apply to Methods 2 and 3 when **SBC-13STATE** provides access to Lawful UNEs pursuant to Sections 3.2.1. 2 and 3.2.1.3:

3.3.1 The CLEC may cancel the request at any time, but will pay **SBC-13STATE**'s reasonable and demonstrable costs for modifying **SBC-13STATE**'s Central Office up to the date of cancellation.

- 3.3.2 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
- 3.3.3 CLEC shall refer trouble sectionalized in the **SBC-13STATE** Lawful UNE to **SBC-13STATE**.
- 3.3.4 Prior to **SBC-13STATE** providing access to Lawful UNEs under this Appendix, CLEC and **SBC-13STATE** shall provide each other with a point of contact for overall coordination.
- 3.3.5 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect Lawful UNEs when CLEC combines or disconnects Lawful UNEs.
- 3.3.6 CLEC shall designate each Lawful UNE being ordered from **SBC-13STATE**. CLEC shall provide an interface to receive assignment information from **SBC-13STATE** regarding location of the affected Lawful UNEs. This interface may be manual or mechanized.
- 3.3.7 **SBC-13STATE** will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with **SBC-13STATE** shall be referred to such contact numbers.
- 3.3.8 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to Lawful UNEs.
  - 3.3.8.1 Where applicable, costs for modifying a building or preparing the premises for access to **SBC-13STATE** Lawful UNEs will be made on an individual case basis (ICB).
  - 3.3.8.2 **SBC-13STATE** will contract for and perform the construction and preparation activities using same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the building.

#### 4. ADJACENT LOCATION

- 4.1 Consistent with Section 2.1 of this Appendix Lawful UNEs, **SBC-13STATE** shall provide Adjacent Location provision under the following terms and conditions.
- 4.2\* This Section describes the Adjacent Location Method for accessing Lawful UNEs. This Section also provides the conditions in which **SBC CALIFORNIA** offers the Adjacent Location Method.
- 4.3\* The Adjacent Location Method allows a CLEC to access loops for a CLEC location adjacent to a **SBC CALIFORNIA** Central Office as identified by **SBC CALIFORNIA**. Under this method **SBC CALIFORNIA** Lawful UNEs will be extended to the adjacent location, via copper cabling provided by the CLEC, which the CLEC can then utilize to provide Telecommunications Service.
- 4.4\* This method requires the CLEC to provide copper cable, greater than 600 pairs, to the last manhole outside the **SBC CALIFORNIA** Central Office. The CLEC shall provide enough slack for **SBC CALIFORNIA** to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).
- 4.5\* The CLEC will obtain all necessary rights of way, easements, and other third party permissions.
- 4.6\* The following terms and conditions apply when **SBC CALIFORNIA** provides the adjacent location:
  - 4.6.1 The CLEC is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.
- 4.7\* The installation interval applies on an individual application basis. The CLEC is responsible for paying all up front charges (nonrecurring and case preparation costs) before work will begin. This assumes that all necessary permits will be issued in a timely manner.
- 4.8\* The CLEC will provide the excess cable length necessary to reach the **SBC CALIFORNIA** IDF in the **SBC CALIFORNIA** Central Office where CLEC requests connection.

- 4.9\* The CLEC will be responsible for testing and sectionalization of facilities from the End User's location to the entrance manhole.
- 4.10\* The CLEC should refer any sectionalized trouble determined to be in **SBC CALIFORNIA**'s facilities to **SBC CALIFORNIA**.
- 4.11\* The CLEC's employees, agents and contractors will be permitted to have access to the CLEC's cable where it is delivered to **SBC CALIFORNIA** (outside the entrance manhole). The CLEC is only able to enter the entrance manhole to splice under a duct lease agreement. If the CLEC leases ducts to get to the Central Office then CLEC has the right to splice the manholes on the route, including the entrance manhole.
- 4.12\* In order for **SBC CALIFORNIA** to identify the entrance manhole for the CLEC, the CLEC must specify the direction from which the cable originates. **SBC CALIFORNIA** will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists, construction of one will be required. If a vacant access sleeve or riser duct does not exist, and one must be constructed, the CLEC will pay for the construction on an Outside Plant Custom Work Order.
- 4.13\* The CLEC will retain all assignment control. **SBC CALIFORNIA** will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the **SBC CALIFORNIA** frame.
- 4.14\* The CLEC will pay Time and Materials charges when **SBC CALIFORNIA** dispatches personnel and failure is in the CLEC's facility.
- 4.15\* **SBC CALIFORNIA** will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of the CLEC. **SBC CALIFORNIA** limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.
- 4.16\* Prior to **SBC CALIFORNIA** providing the Adjacent Location Method in this Appendix, the CLEC and **SBC CALIFORNIA** shall provide each other with a single point of contact for overall coordination.
- 4.17\* The Adjacent Location Method of Accessing Lawful UNEs only allows for copper cable termination.

## 5. INTENTIONALLY LEFT BLANK

## 6. BONA FIDE REQUEST

- 6.1 Subject to Section 2, **SBC-13STATE** shall process BFR requests under the following terms and conditions in this subsection.
- 6.2 The Bona Fide Request process described in Item I of this Section 6 applies to each Bona Fide Request submitted in the **SBC-10STATE** and **SBC NEVADA** Territory. The Bona Fide Request process described in Item II of this Section 6 shall apply to each Bona Fide Request submitted in the **SBC CONNECTICUT** Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the **SBC CALIFORNIA** Territory. If CLEC submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 6 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix, a "Business Day" means Monday through Friday, excluding Holidays observed by **SBC-13STATE**.
- 6.3 **Item I**  
**SBC-10STATE, SBC NEVADA Bona Fide Request Process**
  - 6.3.1 A Bona Fide Request ("BFR") is the process by which CLEC may request **SBC-10STATE, SBC NEVADA** to provide CLEC access to an additional or new, undefined Lawful UNE, Lawful UNE Combination and/or Lawful Commingling requests that constitute or involve a Lawful UNE required

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\* Section 4 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1

to be provided by **SBC-10STATE**, **SBC NEVADA** but that is not available under this Agreement at the time of CLEC's request.

- 6.3.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 6.3.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the respective sections of the CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested Lawful UNE, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 6.3.4 CLEC is responsible for all costs incurred by **SBC-10STATE**, **SBC NEVADA** to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate **SBC-10STATE**, **SBC NEVADA** for its costs incurred to complete the Preliminary Analysis of the BFR:
  - 6.3.4.1 Include with its BFR Application Form a \$2,000 deposit to cover **SBC-10STATE**, **SBC NEVADA**'s preliminary evaluation costs, in which case **SBC-10STATE**, **SBC NEVADA** may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or
  - 6.3.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by **SBC-10STATE**, **SBC NEVADA** to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 6.3.5 If CLEC submits a \$2,000 deposit with its BFR, and **SBC-10STATE**, **SBC NEVADA** is not able to process the Request or determines that the Request does not qualify for BFR treatment, then **SBC-10STATE**, **SBC NEVADA** will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 6.3.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay **SBC-10STATE**, **SBC NEVADA** its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date **SBC-10STATE**, **SBC NEVADA** received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 6.3.7 **SBC-10STATE**, **SBC NEVADA** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt **SBC-10STATE**, **SBC NEVADA** will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once **SBC-10STATE**, **SBC NEVADA** has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 6.3.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR **SBC-10STATE**, **SBC NEVADA** will provide to CLEC a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that **SBC-10STATE**, **SBC NEVADA** will offer the Request to CLEC or (ii) advise CLEC that **SBC-10STATE**, **SBC NEVADA** will not offer the Request. If **SBC-10STATE**, **SBC NEVADA** indicates it will not offer the Request, **SBC-10STATE**, **SBC NEVADA** will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: (i) access to the Request is not technically feasible, (ii) that the Request is not for a Lawful UNE, or is otherwise not required to be provided by **SBC-10STATE**, **SBC NEVADA** under the Act and/or, (iii) that the BFR is not the correct process for the request.

- 6.3.9 If the Preliminary Analysis indicates that **SBC-10STATE**, **SBC NEVADA** will offer the Request, CLEC may, at its discretion, provide written authorization for **SBC-10STATE**, **SBC NEVADA** to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by **SBC-10STATE**, **SBC NEVADA** within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to **SBC-10STATE**, **SBC NEVADA** all demonstrable costs as set forth above. Any request by CLEC for **SBC-10STATE**, **SBC NEVADA** to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
- 6.3.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, **SBC-10STATE**, **SBC NEVADA** shall provide to CLEC a BFR Quote.
- 6.3.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse **SBC-10STATE**, **SBC NEVADA** for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under the Dispute Resolution Process set forth in the General Terms and Conditions of this Agreement. If **SBC-10STATE**, **SBC NEVADA** does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse **SBC-10STATE**, **SBC NEVADA** for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).
- 6.3.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 6.3.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forth in the General Terms and Conditions section of this Agreement.
- 6.4\* **Item II**
- SBC CONNECTICUT Bona Fide Request Process**
- 6.4.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to **SBC CONNECTICUT**, with the following exceptions:
- 6.4.2 Section 6.3.1 is amended to add the following: A CLEC may submit a BFR to request new Lawful UNEs, provided the request is not covered by one of the following conditions:
- 6.4.2.1 The Lawful UNEs requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, the CLEC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.
- 6.4.2.2 The Lawful UNEs requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state Commission or an industry standards body.
- 6.4.2.3 The Lawful UNEs requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.

\* Section 6.4 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

6.4.2.4 If the request is covered by one of the conditions listed above, **SBC CONNECTICUT** will make these items generally available.

6.4.3 Sections 6.3.3 and 6.3.4 are amended as follows: No charges apply for **SBC CONNECTICUT** to prepare the Preliminary Analysis.

6.4.4 Section 6.3.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by **SBC CONNECTICUT** after **SBC CONNECTICUT** submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for **SBC CONNECTICUT** to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time **SBC CONNECTICUT** receives the written notice of cancellation from CLEC. However, if **SBC CONNECTICUT** receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by **SBC CONNECTICUT** or the estimate in the BFR Quote plus twenty percent (20%).

6.4.5 Section 6.3.7 is amended as follows: **SBC CONNECTICUT** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, **SBC CONNECTICUT** will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begin once **SBC CONNECTICUT** has received a complete and accurate BFR Application Form.

6.4.6 **SBC CONNECTICUT** will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.

6.4.7 For **SBC CONNECTICUT**, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of the Department on the matter in dispute.

## 6.5 Item III

### **SBC CALIFORNIA** Bona Fide Request Process

6.5.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to **SBC CALIFORNIA**, with the following exceptions:

6.5.2 Section 6.3.1 is amended as follows: A Bona Fide Request ("BFR") is the process by which CLEC may request **SBC CALIFORNIA** to provide CLEC access to an additional or new, undefined Lawful UNE.

6.5.3 Interconnection arrangement, or other (a "Request"), that is required to be provided by **SBC CALIFORNIA** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.

6.5.4 Section 6.3.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.

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\* Section 6.5 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 6.5.5 Section 6.3.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **SBC CALIFORNIA** will provide to CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that **SBC CALIFORNIA** will offer the request. The Preliminary Analysis provided by **SBC CALIFORNIA** will include cost categories (material, labor and other) and high level costs for the request. **SBC CALIFORNIA** will attempt to provide a “yes” response earlier than thirty (30) calendar days if possible. CLEC acknowledges that an earlier “yes” response will not include high level costs. The costs will be sent by the 30<sup>th</sup> calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54<sup>th</sup> calendar day).
- 6.5.6 If the BFR is denied, **SBC CALIFORNIA** will notify CLEC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new Lawful UNE, interconnection or other arrangement required by law.
- 6.5.7 If **SBC CALIFORNIA** refers CLEC to an alternate process, the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for CLEC to submit the application for the alternate process.

## 7. NETWORK INTERFACE DEVICE

- 7.1 Subject to Section 2 of this Appendix Lawful UNE, **SBC-13STATE** shall provide Lawful UNE Network Interface Device under the following terms and conditions in this subsection.
- 7.2 The Lawful UNE Network Interface Device (NID) is defined as any means of interconnection of End User premises wiring to **SBC-13STATE**'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the Lawful UNE NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the Lawful UNE NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC-13STATE** offers nondiscriminatory access to the Lawful UNE NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the Lawful UNE NID is offered as specified below (**SBC-12STATE**) or by tariff (**SBC CONNECTICUT**).
- 7.3 **SBC-12STATE** will permit CLEC to connect its local loop facilities to End Users' premises wiring through **SBC-12STATE**'s Lawful UNE NID, or at any other technically feasible point.
- 7.4 CLEC may connect to the End User's premises wiring through the **SBC-12STATE** Lawful UNE NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the Lawful UNE NID required by CLEC will be performed by **SBC-12STATE** based on Time and Material charges. **SBC-12STATE**, at the request of CLEC, will disconnect the **SBC-12STATE** local loop from the Lawful UNE NID, at charges reflected in the state specific Appendix Pricing.
- 7.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via **SBC-12STATE**'s Lawful UNE NID where necessary.
- 7.6 The **SBC-12STATE** Lawful UNE NIDs that CLEC uses under this Appendix will be existing Lawful UNE NIDs installed by **SBC-12STATE** to serve its End Users.
- 7.7 CLEC shall not attach to or disconnect **SBC-12STATE**'s ground. CLEC shall not cut or disconnect **SBC-12STATE**'s loop from the Lawful UNE NID and/or its protector. CLEC shall not cut any other leads in the Lawful UNE NID.

- 7.8 CLEC, who has constructed its own NID at a premises and needs only to make contact with **SBC-12STATE**'s Lawful UNE NID, can disconnect the End User's wiring from **SBC-12STATE**'s Lawful UNE NID and reconnect it to the CLEC's NID.
- 7.9 If CLEC requests a different type of Lawful UNE NID not included with the loop, **SBC-12STATE** will consider the requested type of Lawful UNE NID to be facilitated via the Bona Fide Request (BFR) Process.

## 8. LAWFUL UNE LOCAL LOOP

- 8.1 Subject to the other terms and conditions of this Appendix, **SBC-13STATE** shall provide Lawful UNE Local Loop under the following terms and conditions in this subsection.
- 8.2 A Lawful UNE Local Loop is a transmission facility between a distribution frame (or its equivalent) in an **SBC-13STATE** Central Office and the loop demarcation point at an End User premises. **SBC-13STATE** will make available the Lawful UNE Local Loops set forth herein below between a distribution frame (or its equivalent) in an **SBC-13STATE** Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that **SBC-13STATE** shall not be obligated to provision any of the Lawful UNE Local Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the Lawful UNE Local Loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by **SBC-13STATE**. The Lawful UNE Local Loop includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and CLEC requested line conditioning (subject to applicable charges in Appendix Pricing) for purposes of the deployment of xDSL-based technologies as more specifically provided in the xDSL and Line Splitting Appendix to, or elsewhere in, this Agreement. Lawful UNE Local Loops are copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [e.g., DS0s and integrated services digital network lines], as well as two-wire and four-wire copper loops conditioned, at CLEC request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services. The terms and conditions for 2-wire and 4-wire xDSL loops are set forth in the xDSL and Line Splitting Appendix to, or elsewhere in this Agreement where xDSL loops are addressed. xDSL loops are not covered under this Appendix Lawful UNEs). CLEC agrees to operate each Lawful UNE Local Loop type within applicable technical standards and parameters.
- 8.2.1 When a Lawful UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that the Lawful UNE Local Loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and the CLEC's End User. Therefore, any request by CLEC for a Lawful UNE Local Loop to a high voltage area will be submitted by CLEC to **SBC-13STATE** via the BFR process set forth in Section 6 "Bona Fide Request," and CLEC shall be required to pay **SBC-13STATE** for any HVPE that is provisioned by **SBC-13STATE** to CLEC in connection with the CLEC's Lawful UNE Local Loop order to the high voltage area.
- 8.3 The following types of Lawful UNE Local Loop will be provided at the rates, terms, and conditions set forth in this Appendix (**SBC-12STATE**) or by tariff (**SBC CONNECTICUT**) and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff (**SBC CONNECTICUT**):
- 8.3.1 2-Wire Analog Lawful UNE Local Loop
- 8.3.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 8.3.1.2 If CLEC requests one or more Lawful UNE Local Loops serviced by Integrated Digital Loop Carrier (IDLC) **SBC-12STATE** will, where available, move the requested Lawful UNE Local Loop(s) to a spare, existing all-copper or universal digital loop carrier Lawful UNE Local



Loop at no additional charge to CLEC. If, however, no spare Lawful UNE Local Loop is available, as defined above, **SBC-12STATE** will within two (2) business days of CLEC's request, notify CLEC of the lack of available facilities.

8.3.2 4-Wire Analog Lawful UNE Local Loop

8.3.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

8.3.3 2-Wire Digital Lawful UNE Local Loop

8.3.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps, including overhead.

8.3.4 As no other type of loop constitutes a Lawful UNE loop (other than 2-wire and 4-wire xDSL loops provided for elsewhere in this Agreement), **SBC-13STATE** is not obligated under this Section 251/252 Agreement to provide any other type of loop, including, but not limited to DS1, DS3 or higher capacity loops, or dark fiber loops. CLEC shall not request such loops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and **SBC-13STATE** provides a loop(s) that is not described or provided for in this Agreement, **SBC-13STATE** may, at any time, even after the loop(s) has been provided to CLEC, discontinue providing such loop(s) (including any combination(s) including that loop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to refuse to provide, including if **SBC-13STATE** provides or continues to provide, access to such loop(s) (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

8.4 Intentionally Left Blank.

8.5 Routine Network Modifications – Lawful UNE Local Loops

8.5.1 **SBC-13STATE** shall make routine network modifications to Lawful UNE Local Loop facilities used by requesting telecommunications carriers where the requested Lawful UNE Local Loop facility has already been constructed. **SBC-13STATE** shall perform routine network modifications to Lawful UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.5.2 A routine network modification is an activity that **SBC-13STATE** regularly undertakes for its own retail customers where there are no additional charges or minimum term commitments. Routine network modifications include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own retail customers, under the same conditions and in the same manner that **SBC-13STATE** does for its own retail customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.

8.5.3 Routine network modifications do not include constructing new loops; installing new cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosures (e.g., controlled environmental vaults, huts, or cabinets); or providing new space

or power for requesting carriers; removing or reconfiguring packetized transmission facility; or the provision of electronics for the purpose of lighting dark fiber (i.e., optronics). **SBC-13STATE** is not obligated to perform those activities for a requesting telecommunications carrier.

- 8.5.4 **SBC-13STATE** shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to **SBC-13STATE**'s retail customers.
- 8.5.5 This Agreement does not require **SBC-13STATE** to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility to the extent **SBC-13STATE** has not already done so; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based features, functions and capabilities; nor does this Agreement prohibit **SBC-13STATE** from upgrading a customer from a TDM-based service to a packet switched or packet transmission service, or removing copper loops or subloops from the network, provided **SBC-13STATE** complies with the copper loop or copper subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii).
- 8.5.6 **SBC-12STATE** shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (**SBC-12STATE**), and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff (**SBC CONNECTICUT**).

## 9. LAWFUL UNE SUBLOOPS

- 9.1 Subject to the other terms and conditions of this Appendix, **SBC-12STATE** shall provide Lawful UNE Subloops under the following terms and conditions in this subsection.
- 9.2 **SBC-12STATE** will provide Lawful UNE Subloops as set forth in this Appendix. Other than as specifically set out elsewhere in this Agreement, **SBC CONNECTICUT** does not offer Lawful UNE Subloops under this Agreement. Rather, Lawful UNE Subloops are available as described in Section 18 of the Connecticut Service Tariff.
- 9.2.1 A Lawful UNE Subloop is a smaller included segment of **SBC-12STATE**'s Lawful UNE local loop plant, i.e., a portion of the Lawful UNE Loop from some technically accessible terminal beyond **SBC-12STATE**'s central office and the network demarcation point, including that portion of the Lawful UNE Loop, if any, which **SBC-12STATE**'s owns and controls inside the End User premises.
- 9.3 Definitions pertaining to the Lawful UNE Subloop
- 9.3.1 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.
- 9.3.2 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
- 9.3.3 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.
- 9.3.4 "Digital Lawful UNE Subloop" may be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps Lawful UNE Subloop transport.
- 9.3.5 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network.

- 9.3.6 “MTE” for the purpose of Term To NID Lawful UNE Subloop. “MTE” is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.
- 9.3.7 “Network Terminating Wire (NTW)” is the service wire that connects the ILEC’s distribution cable to the NID at the demarcation point.
- 9.3.8 “SAI/FDI-to-Term Lawful UNE Subloop” is that portion of the Lawful UNE Loop from the SAI/FDI to an accessible terminal.
- 9.3.9 “SAI/FDI-to-NID Lawful UNE Subloop” is that portion of the Lawful UNE Loop from the SAI/FDI to the Network Interface Device (NID), which is located on an end user’s premise.
- 9.3.10 “SPOI” is defined as a Single Point of Interconnection. At the request of CLEC, and subject to charges, **SBC-12STATE** will construct a SPOI only to those multiunit premises where **SBC-12STATE** has distribution facilities to the premises and **SBC-12STATE** either owns, controls, or leases the inside wire, if any, at such premises. If **SBC-12STATE** has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. **SBC-12STATE**’s obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for a Lawful UNE Subloop via a SPOI.
- 9.3.11 “SAI/FDI” is defined as the point in the ILEC’s network where feeder cable is cross connected to the distribution cable. “SAI” is Serving Area Interface. “FDI” is Feeder Distribution Interface. The terms are interchangeable.
- 9.3.12 “Term-to-NID Lawful UNE Subloop” is that portion of the Lawful UNE Loop from an accessible terminal to the NID, which is located at an end user’s premise. Term-to-NID Lawful UNE Subloop includes use of the Network Terminating Wire (NTW).
- 9.4 **SBC-12STATE** will offer the following Lawful UNE Subloop types:
- 9.4.1 2-Wire Analog Lawful UNE Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 9.4.2 4-Wire Analog Lawful UNE Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 9.4.3 Lawful UNE xDSL Subloop is as defined in the xDSL and Line Splitting Appendix and will be available to CLEC in the **SBC-12STATE** states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the Lawful UNE xDSL Subloop is subject to the Lawful UNE subloop terms and conditions set forth in this Appendix, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the Lawful UNE xDSL Subloop and the Lawful UNE subloop provisions set forth in this Appendix, the Lawful UNE subloop provisions set forth in this Appendix shall control.
- 9.4.4 As no other type of Subloop constitutes a Lawful UNE subloop, **SBC-13STATE** is not obligated under this Section 251/252 Agreement to provide any other type of subloop. CLEC shall not request such subloops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and **SBC-13STATE** provides a subloop(s) that is not described or provided for in this Agreement, **SBC-13STATE** may, at any time, even after the subloop(s) has been provided to CLEC, discontinue providing such subloop(s) (including any combination(s) including that subloop) upon 30 days’ advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to refuse to provide, including if **SBC-13STATE** provides or continues to provide,

access to such subloop(s) (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

9.5 Intentionally Left Blank.

9.6 Lawful UNE Subloops are provided “as is” unless CLEC requests loop conditioning on Lawful UNE xDSL Subloops for the purpose of offering advanced services. Lawful UNE xDSL Subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

9.7 If a Term to NID Lawful UNE Subloop has been disconnected and thus an end-user is no longer receiving service via that Lawful UNE Subloop, and such Lawful UNE Subloop has been determined to be a non-defective pair, then that Lawful UNE Subloop would be considered an existing spare portion of the loop, based on a first come first served basis.

9.8 Copper Lawful UNE Subloops

9.8.1 Access to terminals for copper Lawful UNE Subloops is defined to include:

- any technically feasible point near the End User premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the End User premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet,
- the Terminal (underground or aerial).

9.9 CLEC may request access to the following copper Lawful UNE Subloop segments:

<u>FROM:</u>	<u>TO:</u>
1. Serving Area Interface or Feeder Distribution Interface	Terminal
2. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
3. Terminal	Network Interface Device
4. NID	Stand Alone
5. SPOI (Single Point of Interface)	Terminal
6. SPOI (Single Point of Interface)	Network Interface Device

9.10 Provisioning

9.10.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Lawful UNE Subloop circuit(s).

9.10.2 Spare Lawful UNE Subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis.

9.11 Maintenance

9.11.1 The Parties acknowledge that by separating switching, and distribution plant, the ability to perform mechanized testing and monitoring of the Lawful UNE Subloop from the **SBC-12STATE** switch/testing equipment will be lost.

9.11.2 CLEC shall isolate trouble to the **SBC-12STATE** Lawful UNE Subloop portion of the CLEC’s service before reporting trouble to **SBC-12STATE**.

9.11.3 **SBC-12STATE** shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches **SBC-12STATE** on a trouble report and the fault is determined to be in the CLEC’s portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

- 9.11.4 Once all Lawful UNE Subloop access arrangements have been completed and balance of payment due **SBC-12STATE** is received, the CLEC may place a LSR for Subloops at this location. Prices at which **SBC-12STATE** agrees to provide CLEC with Lawful UNE Subloops are contained in the state specific Appendix Pricing.
- 9.11.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, SPOI, or NID where CLEC has a SAA, **SBC-12STATE** repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all End Users to be restored in the least amount of time. Should the CLEC cabling require replacement, **SBC-12STATE** will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.
- 9.12 Lawful UNE Subloop Access Arrangements
- 9.12.1 Prior to ordering Lawful UNE Subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Lawful UNE Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the **SBC-12STATE** Lawful UNE Subloop network.
- 9.12.2 The space available for collocating or obtaining various Lawful UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Lawful UNE Subloop Access Arrangement Application.
- 9.12.3 Upon receipt of a complete and correct application, **SBC-12STATE** will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When CLEC submits a request to provide a written estimate for Lawful UNE Subloop access, appropriate rates for the engineering and other associated costs performed will be charged.
- 9.12.4 The assignment of Lawful UNE Subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering Lawful UNE Subloop facilities.
- 9.12.5 Subloop inquiries do not serve to reserve Lawful UNE Subloops.
- 9.12.6 Several options exist for Collocation or Lawful UNE Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 9.12.7 CLEC will be responsible for obtaining rights of way from owners of property where **SBC-12STATE** has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 9.12.8 Prior to submitting the Lawful UNE Subloop Access Arrangement Application for SCA, the CLEC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement Lawful UNE Subloops, should collocation, access to poles/conduits or rights of way be required.
- 9.12.9 Except as set forth below in this 9.12.9, construction of the Lawful UNE Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to **SBC-12STATE** written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. **SBC-12STATE** will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in this Agreement, **SBC-12STATE** will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of

the SAA. Such payments may be subject to any “true-up”, if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

- 9.12.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a **SBC-12STATE** technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into **SBC-12STATE**'s interconnection point.
- 9.12.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the Lawful UNE Subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow **SBC-12STATE** to properly engineer access to each SAI and to ensure **SBC-12STATE** does not provide more available terminations than the CLEC expects to use.
- 9.12.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their Lawful UNE Subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 9.12.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.
- 9.12.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay **SBC-12STATE** for removal of their facilities from the SAA.
- 9.13 Lawful UNE Subloop Access Arrangement (SAA) Access Points
  - 9.13.1 SAI/FDI, ECS, SPOI, or Terminal
    - 9.13.1.1 CLEC cable to be terminated in a **SBC-12STATE** SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.
    - 9.13.1.2 The CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on available binding posts in the SAI/FDI or Terminal.
    - 9.13.1.3 The CLEC may “stub” up a cable at a prearranged meet point, defined during the engineering site visit, and **SBC-12STATE** will stub out a cable from the SAI/FDI or Terminal, which **SBC-12STATE** will splice to the CLEC cable at the meet point.
    - 9.13.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12-month period beginning on the date of the inquiry LSR.
    - 9.13.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, **SBC-12STATE** may choose to increase capacity of the SAI/FDI by the method of its choice, for which the CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing the CLEC to terminate its cable at the SAI/FDI.
    - 9.13.1.6 Exhausted Termination Points in a Terminal- When a terminal's termination points are all terminated to assignable cable pairs, **SBC-12STATE** may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities for which the CLEC will be charged.
- 9.14 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT/ECS, SAI/FDI, SPOI, Terminal or NID
  - 9.14.1 **SBC-12STATE** shall notify CLEC of pending relocation as soon as **SBC-12STATE** receives such notice.

- 9.14.2 CLEC shall notify **SBC-12STATE** of its intentions to remain, or not, in the SAA by way of a new Lawful UNE Subloop Access Arrangement Application for a new SCA.
- 9.14.3 **SBC-12STATE** shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and **SBC-12STATE** engineer.
- 9.14.4 CLEC shall notify **SBC-12STATE** of acceptance or rejection of the new SCA within 10 business days of its receipt of **SBC-12STATE**'s estimate.
- 9.14.5 Upon acceptance of the **SBC-12STATE** estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify **SBC-12STATE** of their acceptance of estimate costs.
- 9.14.6 Should CLEC decide not to continue the SAA, CLEC will notify **SBC-12STATE** as to the date that **SBC-12STATE** may remove CLEC's facilities from that SAA. CLEC will pay **SBC-12STATE** for all costs associated with the removal of the CLEC's SAA.
- 9.14.7 In the event that CLEC does not respond to **SBC-12STATE** in time to have their facilities relocated, **SBC-12STATE** shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.
- 9.15 **Establishment of Intermediary Box for CLEC Access to Term to NID MTE Lawful UNE Subloop Segment**
- 9.15.1 As an alternative to the establishment of a Lawful UNE Subloop Access Arrangement in those instances where CLEC wishes to access/lease **SBC-12STATE** Term to NID Lawful UNE Subloop segments in order to serve its End Users at MTEs in **SBC-12STATE** ("Term to NID MTE Lawful UNE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Lawful UNE Subloop Segment cross-connect leased from **SBC-12STATE** within the intermediary box (in order to obtain access to **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments). In the event CLEC wishes to access **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:
- 9.15.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the SBC terminal.
- 9.15.1.2 The intermediary box shall contain blocks that meet **SBC-12STATE**'s published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the **SBC-12STATE** technician the ability to run jumper/cross connect from **SBC-12STATE** terminal to the intermediary box.
- 9.15.1.3 CLEC agrees that the **SBC-12STATE** technician shall run the jumper/cross-connect from **SBC-12STATE**'s serving terminal to CLEC's intermediary box, in order for CLEC to access **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments in **SBC-12STATE**. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC's intermediary box.
- 9.15.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Lawful UNE Subloop Segments from **SBC-12STATE**.
- 9.15.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to **SBC-12STATE** associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE Lawful UNE Subloop Segment including, without limitation: transferring

the End User's service from **SBC-12STATE** to CLEC, providing **SBC-12STATE** with CFA prior to ordering and the assigning of a specific Term to NID MTE Lawful UNE Subloop Segment(s).

9.15.1.6 The ordering procedures for the Term to NID MTE Lawful UNE Subloop Segment will be the same as those that apply to Lawful UNE Subloop today and shall be submitted to **SBC-12STATE** by CLEC via a Local Service Request ("LSR").

9.15.1.7 **SBC-12STATE** will upon receipt of the LSR from CLEC for a Term to NID MTE Lawful UNE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the **SBC-12STATE** terminal to the CLEC intermediary box. **SBC-12STATE** must have access to the intermediary box for completion of the order.

9.15.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Lawful UNE Subloop Segments in **SBC-12STATE** only, CLEC may elect to lease from **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from **SBC-12STATE** in lieu of **SBC-12STATE**'s standard Term to NID Lawful UNE Subloop segment addressed in this 9.15.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment.

9.16 Establishment of Term to NID MTE Lawful UNE Subloop Segment When no Intermediary Box is installed

9.16.1 In those instances where CLEC elects not to install an intermediary box or to have **SBC-12STATE** install an intermediary box pursuant to the SAA process outlined herein above, the CLEC may still lease from **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from **SBC-12STATE** in lieu of **SBC-12STATE**'s standard Term to NID Lawful UNE Subloop segment addressed in Section 9.15.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment. In such cases, **SBC-12STATE** will provide CLEC with access to the Term To NID MTE Lawful UNE Subloop via a cross connect. The SBC technician will tag appropriately and will leave up to two feet of exposed wire at **SBC-12STATE**'s terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC's terminal.

9.16.2 If CLEC elects this option to obtain access to the Term To NID Lawful UNE Subloop in an MTE Environment, neither the **SBC-12STATE** SAA process nor the intermediary box option would be required. Because the CLEC would have full responsibility for terminating the **SBC-12STATE** cross-connect, **SBC-12STATE** could not require any CFA information from CLEC.

## 10. **ENGINEERING CONTROLLED SPLICE (ECS)**

10.1 Subject to the other terms and conditions of this Appendix, **SBC-12STATE** shall provide to Engineering controlled Splice under the following terms and conditions in this subsection.

10.2 **SBC-12STATE** will also make available an Engineering Controlled Splice (ECS), which will be owned by **SBC-12STATE**, for CLECs to gain access to Lawful UNE Subloops at or near remote terminals.



- 10.3 The ECS shall be made available for Lawful UNE Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).
- 10.3.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a Time and Materials basis, provided that **SBC-12STATE** will construct any Lawful UNE Subloop Access Arrangement requested by a Telecommunications Carrier in a cost-effective and efficient manner. If **SBC-12STATE** elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, CLEC will not be liable for such extra costs.
- 10.3.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if **SBC-12STATE** places more pairs at the splice.
- 10.3.3 **SBC-13STATE** will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although **SBC-12STATE** will construct the engineering controlled splice, the ECS may be owned by **SBC-12STATE** or the CLEC (depending on the specific arrangement) at the option of **SBC-12STATE**.
- 10.3.4 If more than one requesting Telecommunications Carrier obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial Telecommunications Carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
- 10.3.5 **SBC-12STATE** may require a separate SCA for each remote terminal site.
- 10.3.6 Except as set forth below in this Section 10.3.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper Lawful UNE Subloop is to be provisioned by **SBC-12STATE**. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. **SBC-12STATE** will not begin any construction of the ECS until the CLEC has provided proof that it has obtained the necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, **SBC-12STATE** will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 10.4 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).
- 10.4.1 Dedicated Facility Option (DFO)
- 10.4.1.1 CLEC may request **SBC-12STATE** splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent Lawful UNE Subloop orders.
- 10.4.1.2 CLEC must designate the quantity of Lawful UNE Subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.
- 10.4.1.3 CLECs will compensate **SBC-12STATE** for each of the dedicated Lawful UNE Subloop facilities, based on recurring Lawful UNE Subloop charges, for the quantity of Lawful UNE Subloops dedicated to the CLEC between the ECS and the SAI.
- 10.4.2 Cross-connected Facility Option (CFO)

10.4.2.1 CLEC may request **SBC-12STATE** build an ECS cross-connect junction on which to terminate CLEC's SAA facility.

10.4.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of **SBC-12STATE** cabling between the ECS and the RT and/or SAI, and the inventorying of that **SBC-12STATE** cabling.

10.4.2.3 CLEC must designate the quantity of Lawful UNE Subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

10.4.2.4 CLECs will compensate **SBC-12STATE** for the charges incurred by **SBC-12STATE** derived from the CLEC's request for the SCA.

10.5 The introduction of an ECS creates the following additional copper Lawful UNE Subloop segments:

FROM:

TO:

- |       |   |
|-------|---|
| 1. RT | Serving Area Interface or Feeder Distribution Interface |
| 2. RT | Terminal  |
| 3. RT | NID   |

## 11. LOCAL SWITCHING (ULS)

11.1 As no local circuit switching constitutes Lawful UNE switching, **SBC-13STATE** is not obligated under this Section 251/252 Agreement to provide any type of local circuit or other switching, and CLEC shall not request local circuit or other switching under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and **SBC-13STATE** provides local circuit or other switching under this Agreement, **SBC-13STATE** may, at any time, even after the local circuit or other switching has been provided to CLEC, discontinue providing such local circuit or other switching (including any combination(s) including local circuit or other switching) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to refuse to provide, including if **SBC-13STATE** provides or continues to provide, access to local circuit or other switching (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

11.1.1 For purposes of this Appendix, local circuit switching (Local Switching) is defined as follows:

- 11.1.1.1 all line-side and trunk-side facilities as defined in TRO, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and
- 11.1.1.2 all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions.

## 12. SHARED TRANSPORT (UST)

12.1 As no local circuit switching constitutes Lawful UNE switching, **SBC-13STATE** is not obligated under this Section 251/252 Agreement to provide any type of shared transport. CLEC shall not request shared transport under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and **SBC-13STATE** otherwise provides shared transport under this Agreement, **SBC-13STATE** may, at any time, even after the shared transport has been provided to CLEC, may discontinue providing such shared transport (including any combination(s) including shared transport) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to refuse to

provide, including if **SBC-13STATE** provides or continues to provide, access to shared transport (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

### 13. DEDICATED TRANSPORT

- 13.1 As no dedicated transport constitutes Lawful UNE dedicated transport, **SBC-13STATE** is not obligated under this Section 251/252 Agreement to provide any type of dedicated transport, and CLEC shall not request dedicated transport under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and **SBC-13STATE** provides dedicated transport under this Agreement, **SBC-13STATE** may, at any time, even after the dedicated transport has been provided to CLEC, discontinue providing such dedicated transport (including any combination(s) including dedicated transport) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to refuse to provide, including if **SBC-13STATE** provides or continues to provide, access to dedicated transport (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

### 14. DEDICATED TRANSPORT AND LOOP DARK FIBER

- 14.1 As no dark fiber dedicated transport or dark fiber loop constitutes Lawful UNE dark fiber dedicated transport or dark fiber loop, **SBC-13STATE** is not obligated under this Section 251/252 Agreement to provide any type of dark fiber dedicated transport or dark fiber loop. CLEC shall not request dark fiber dedicated transport or dark fiber loop under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and **SBC-13STATE** provides dark fiber dedicated transport or dark fiber loop under this Agreement, **SBC-13STATE** may, at any time, even after the dark fiber dedicated transport or dark fiber loop has been provided to CLEC, discontinue providing such dark fiber dedicated transport or dark fiber loop (including any combination(s) including dark fiber dedicated transport or dark fiber loop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to refuse to provide, including if **SBC-13STATE** provides or continues to provide, access to dark fiber dedicated transport or dark fiber loop (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

### 15. INTENTIONALLY LEFT BLANK

### 16. CALL-RELATED DATABASES

- 16.1 Access to the **SBC-13STATE** 911 or E911 call related databases will be provided as described in the Lawful 911 and E911 Appendix. As no local circuit switching constitutes Lawful UNE switching, **SBC-13STATE** is not obligated to provide, and CLEC shall not request, call related databases under this Agreement (other than 911 and E911), including LIDB and CNAM-AS, LIDB and CNAM Queries, 800, or Access to AIN. CLEC access to any call related databases (other than 911 and E911) shall be pursuant to another agreement, including, where applicable, effective tariffs.

## 17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **SBC-13STATE**'s databases and information. **SBC-13STATE** will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

## 18. CROSS CONNECTS

- 18.1 **SBC-13STATE** shall provide Cross Connects under the following terms and conditions in this subsection. **SBC-13STATE** shall only be obligated to provide Cross Connects under this Appendix for purposes of permitting CLEC to connect **SBC-13STATE** Lawful UNE(s) to other Lawful UNE(s) or to CLEC's own facilities.
- 18.2 The cross connect is the media between the **SBC-7STATE** Lawful UNE and a CLEC designated point of access as described in various sections of this Appendix, or the media between a **SBC-7STATE** Lawful UNE and a Collocation area for the purpose of permitting the CLEC to connect the **SBC-7STATE** Lawful UNE to other Lawful UNEs or to the CLEC's own facilities. Where **SBC-7STATE** has otherwise committed to connect one Lawful UNE to another Lawful UNE on behalf of CLEC, or to leave connected one Lawful UNE to another Lawful UNE on behalf of CLEC the cross connect is the media between one **SBC-7STATE** Lawful UNE and another **SBC-7STATE** Lawful UNE. Nothing in this section is a commitment to connect or leave connected any two or more Lawful UNEs.
- 18.3 **SBC-7STATE** will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for **SBC MIDWEST REGION 5-STATE** is provided as set forth in Appendix Pricing. For all other cross-connect pricing for **SBC CONNECTICUT** refer to the applicable state tariff.
- 18.4 The applicable Lawful UNE Loop cross connects to point of access for the purpose of CLEC combining a **SBC-13STATE** Lawful UNE Loop with another **SBC-13STATE** Lawful UNE are as follows:
- 18.4.1 2-Wire Analog Loop to Lawful UNE Connection Methods point of access
  - 18.4.2 4-Wire Analog Loop to Lawful UNE Connection Methods point of access
  - 18.4.3 2-Wire Digital Loop to Lawful UNE Connection Methods point of access
- 18.5 The applicable Loop cross connects for the purpose of CLEC connecting a **SBC SOUTHWEST REGION 5-STATE** and **SBC NEVADA** Lawful UNE Loop to a CLEC's Collocated facilities are as follows:
- 18.5.1 2-Wire Analog Loop to Collocation
  - 18.5.2 2-Wire Analog Loop to Collocation (without testing)
  - 18.5.3 4-Wire Analog Loop to Collocation
  - 18.5.4 4-Wire Analog Loop to Collocation (without testing)
  - 18.5.5 2-Wire Digital Loop to Collocation
  - 18.5.6 2-Wire Digital Loop to Collocation (without testing)
  - 18.5.7 2-Wire DSL Shielded Cross Connect to Collocation
  - 18.5.8 4-Wire DSL Shielded Cross Connect to Collocation
  - 18.5.9 2-Wire DSL non-shielded Cross Connect to Collocation
  - 18.5.10 4-Wire DSL non-shielded Cross Connect to Collocation
- 18.6 The applicable cross connect for **SBC MIDWEST REGION 5-STATE** Lawful UNE Loop is as follows:
- 18.6.1 2-Wire

- 18.7 The applicable Lawful UNE Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **SBC CALIFORNIA** Lawful UNE Loop with a CLEC's own facilities are as follows:
- 18.7.1 2-Wire Analog Loop to Adjacent Location Method point of access
  - 18.7.2 4-Wire Analog Loop to Adjacent Location Method point of access
  - 18.7.3 2-Wire Digital Loop to Adjacent Location Method point of access
  - 18.7.4 DSL shielded Cross Connect to Adjacent Location point of access
- 18.8 The applicable cross connects for the purpose of a CLEC connecting a **SBC CALIFORNIA** Lawful UNE Loop to a CLEC's Collocated facility are as follows:
- 18.8.1 Voice Grade/ISDN EISCC
  - 18.8.2 DS-0 EISCC
  - 18.8.3 DSL Shielded Cross Connect to Collocation

## 19. **PROVISIONING/MAINTENANCE OF LAWFUL UNES**

- 19.1 Access to Lawful UNEs is provided under this Agreement over such routes, technologies, and facilities as **SBC-13STATE** may elect at its own discretion. **SBC-13STATE** will provide access to Lawful UNEs where technically feasible. Where facilities and equipment are not available, **SBC-13STATE** shall not be required to provide Lawful UNEs. However, CLEC may request and, to the extent required by law, **SBC-13STATE** may agree to provide Lawful UNEs, through the Bona Fide Request (BFR) process.
- 19.2 Subject to the terms herein, **SBC-13STATE** is responsible only for the installation, operation and maintenance of the Lawful UNEs it provides. **SBC-13STATE** is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Lawful UNEs.
- 19.3 Where Lawful UNEs provided to CLEC are dedicated to a single End User, if such Lawful UNEs are for any reason disconnected they shall be made available to **SBC-13STATE** for future provisioning needs, unless such Lawful UNE is disconnected in error. The CLEC agrees to relinquish control of any such Lawful UNE concurrent with the disconnection of a CLEC's End User's service.
- 19.4 CLEC shall make available at mutually agreeable times the Lawful UNEs provided pursuant to this Appendix in order to permit **SBC-13STATE** to test and make adjustments appropriate for maintaining the Lawful UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 19.5 CLEC's use of any **SBC-13STATE** Lawful UNE, or of its own equipment or facilities in conjunction with any **SBC-13STATE** Lawful UNE, will not materially interfere with or impair service over any facilities of **SBC-13STATE**, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, **SBC-13STATE** may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the Lawful UNE(s) causing the violation.
- 19.6 When a **SBC-13STATE** provided tariffed or resold service is replaced by CLEC's facility-based service using any **SBC-13STATE** provided Lawful UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and order Lawful UNEs. These requests will be processed by **SBC-13STATE**, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using **SBC-13STATE** provided Lawful UNEs is converted to a different CLEC's service which also uses any **SBC-13STATE** provided Lawful UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by **SBC-13STATE** and the CLEC will

be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.

- 19.7 CLEC shall connect equipment and facilities that are compatible with the **SBC-13STATE** Lawful UNEs, and shall use Lawful UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.
- 19.8 CLEC shall not combine or use Lawful UNEs in a manner that will undermine the ability of other Telecommunications Carriers to obtain access to lawful unbundled network elements or to Interconnect with **SBC-13STATE**'s network.
- 19.8.1 **SBC-13STATE** shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC reports a suspected failure of a Lawful UNE and **SBC-13STATE** dispatches personnel to the End User's premises or an **SBC-13STATE** Central Office and trouble was not caused by **SBC-13STATE**'s facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- 19.9 CLEC shall pay Time and Material charges when **SBC-13STATE** dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than **SBC-13STATE** or in detariffed CPE provided by **SBC-13STATE**, unless covered under a separate maintenance agreement.
- 19.10 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 19.11 If CLEC issues a trouble report allowing **SBC-13STATE** access to End User's premises and **SBC-13STATE** personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that **SBC-13STATE** personnel are dispatched. Subsequently, if **SBC-13STATE** personnel are allowed access to the premises, these charges will still apply.
- 19.12 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of **SBC-13STATE** performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of **SBC-13STATE** performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of **SBC-13STATE** performed other than on a normally scheduled workday.
- 19.12.1 If CLEC requests or approves an **SBC-13STATE** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.
- 19.13 Maintenance of Elements
- 19.13.1 If trouble occurs with Lawful UNEs provided by **SBC-13STATE**, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in **SBC-13STATE**'s equipment and/or facilities, CLEC will issue a trouble report to **SBC-13STATE**.
- 19.13.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a Lawful UNE and **SBC-13STATE** dispatches personnel to the End User's premises or an **SBC-13STATE** Central Office and trouble was not caused by **SBC-13STATE**'s facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

## 20. RESERVATION OF RIGHTS

- 20.1 **SBC-13STATE**'s provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including but not limited each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement, including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including without limitation, this Appendix), **SBC-13STATE** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

# APPENDIX WHITE PAGES



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## APPENDIX WHITE PAGES (WHITE PAGES DIRECTORY)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLECs or CLECs leasing Lawful unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.

- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

## 2. SERVICE PROVIDED

- 2.1 **SBC-13STATE** publishes alphabetical White Pages directories for its geographic local service areas. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users in the appropriate **SBC-13STATE** White Pages directories.
- 2.2 CLEC also desires distribution to its End Users of the White Pages directories that include listings of CLEC's End Users.
- 2.3 **SBC-13STATE** will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.
- 2.4 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **SBC-13STATE** will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time. When CLEC provides its subscriber listing information to **SBC-13STATE** listings database, CLEC will receive for its End User, one primary listing in **SBC-13STATE** White Pages directory and a listing in **SBC-13STATE**'s directory assistance database.

- 2.4.1 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, **SBC-13STATE** will assess CLEC a monthly charge for such listings at **SBC-13STATE** tariff rates. An additional monthly charge at **SBC-13STATE**'s tariff rate applies when CLEC wishes to list an End User in **SBC-13STATE**'s Directory Assistance database but does not wish to have its End User listed in **SBC-13STATE**'s White Pages directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in **SBC-13STATE**'s White Pages directory for a monthly charge at **SBC-13STATE**'s tariff rate for those non-published, non-listed services.
- 2.4.1.1 In **SBC SOUTHWEST REGION 5-STATE** switch-based CLECs are billed at the retail tariff rate for a twelve (12) month period at the time the directory is published for additional, foreign, and enhanced listings, as well as Non-Published service. CLECs will be notified via Accessible Letter should the billing process change.
- 2.5 CLEC shall furnish to **SBC-13STATE**, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as **SBC-13STATE** may require to prepare and print the alphabetical listings of said directory.
- 2.6 CLEC will provide accurate subscriber listing information of its subscribers to **SBC-13STATE** via a mechanical or manual feed of the directory listing information to **SBC-13STATE**'s Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the effective date of this Appendix, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. CLECs' subscriber listings will be interfiled (interspersed) in the directory among **SBC-13STATE**'s subscriber listing information. CLEC shall furnish to **SBC-13STATE**, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as **SBC-13STATE** may require to prepare and print the alphabetical listings of said directory. See CLEC Online web site for methods, procedures, and ordering information. CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.
- 2.6.1 Upon CLEC request, sixty (60) calendar days prior to the directory close date for a particular directory, **SBC-8STATE** shall make available to CLEC, via the applicable electronic listing verification tool, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to **SBC-8STATE** any necessary additions, deletions or modifications at least thirty (30) calendar days prior to the directory close date.
- 2.6.2 Upon CLEC request, sixty (60) calendar days prior to the directory close date for particular directory, **SBC MIDWEST REGION 5-STATE** shall make available to CLEC forty-five (45) calendar days prior to directory close date for that directory, either electronically or manually, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to **SBC MIDWEST REGION 5-STATE** any necessary additions, deletions or modifications prior to the directory close date.
- 2.7 Directories
- 2.7.1 In **SBC-8STATE**, each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of **SBC-8STATE**'s White Pages directory in the same manner and at the same time that they are delivered to **SBC-8STATE**'s subscribers during the annual delivery of newly published directories.
- 2.7.1.1 **SBC-7STATE** has no obligation to provide any additional White Page directories above the directories provided to CLEC End Users after each annual distribution of newly published White Pages.

- 2.7.1.2 **SBC CONNECTICUT** White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.
- 2.7.2 **SBC MIDWEST REGION 5-STATE** shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to CLEC's End Users pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.7.3 **SBC-13STATE** shall not be required to deliver a directory to a CLEC End User until new White Page directories are published for that End User's location.
- 2.7.4 CLEC may arrange for additional directory distribution and other services with **SBC-13STATE's** directory publishing affiliate pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.8 **SBC-8STATE** will provide CLEC with 1/8<sup>th</sup> page, or the equivalent size as other local service providers listed on the same page, in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, no less than sixty (60) days prior to the directory close date, CLEC shall provide **SBC-8STATE** the information to be published on the information page according to the instructions provided on SBC CLEC Online web site. The content of CLEC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 2.8.1 **SBC MIDWEST REGION 5-STATE** shall direct its directory publishing affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for **SBC MIDWEST REGION 5-STATE** and other LECs. **SBC MIDWEST REGION 5-STATE's** directory publishing will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing affiliate and CLEC and will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to **SBC MIDWEST REGION 5-STATE**.
- 2.9 At its request, CLEC may purchase one (1) one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area, at the prices set forth in the attached, state-specific Exhibit 1 to this Appendix, where CLEC provides local Telecommunications Exchange Service. Such page shall be no different in style, size, color and format than **SBC SOUTHWEST REGION 5-STATE** "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to **SBC SOUTHWEST REGION 5-STATE** the "Informational Page" in the form of camera-ready copy.

### 3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 **SBC-13STATE** agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as **SBC-13STATE's** subscriber listing information. In exchange for **SBC-13STATE** serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes **SBC-13STATE** to include and use the CLEC subscriber listing information provided to **SBC-13STATE** pursuant to this Appendix in **SBC-13STATE's** White Pages directory, **SBC-13STATE's** directory assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is **SBC-13STATE's** use of

CLEC's subscriber listing information in **SBC-13STATE**'s directory assistance, directory assistance related products and services, and directory publishing products and services.

- 3.2 **SBC-13STATE** further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC Name's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for **SBC-13STATE**'s receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with **SBC-13STATE**'s subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by **SBC-13STATE**.

#### 4. PRICING

- 4.1 **SBC-7STATE** will deliver one copy per primary End User listing of **SBC-7STATE** White Pages, as described in Section 2.7 above, at no charge. **SBC-7STATE** has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories.
- 4.1.1 The rates, if any, for **SBC CONNECTICUT** White Pages directories will be in accordance to any applicable tariffs, state and/or local regulations or orders governing the rates for White Pages directories.
- 4.1.2 **SBC MIDWEST REGION 5-STATE** - The rates, if any, for **SBC MIDWEST REGION 5-STATE** White Page directories will be in accordance with a separate directory services agreement with **SBC MIDWEST REGION 5-STATE**'s directory publishing affiliate.

#### 5. LIABILITY

- 5.1 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to **SBC-13STATE** under this Appendix, and/or CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.2 CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** (and/or **SBC-13STATE**'s officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the Third Party is brought jointly against CLEC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the White Pages directory, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by **SBC-13STATE** in handling and defending such demand, claim and/or suit.
- 5.3 CLEC further agrees to pay all costs incurred by **SBC-13STATE** and/or its affiliates as a result of CLEC not complying with the terms of this Appendix.
- 5.4 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

## **6. BREACH OF CONTRACT**

- 6.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of **SBC-13STATE**'s White Pages directory published sixty (60) or more calendar days after the date of receipt of such written notice.

# **APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)**



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## APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which SBC MIDWEST REGION 5-STATE will perform the revenue settlement of intrastate/intraLATA local/toll alternately billed calls between SBC MIDWEST REGION 5-STATE and the CLEC via the Centralized Message Distribution System (CMDS) NICS reports.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.4 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.5 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.6 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.8 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

### 2. DEFINITIONS

- 2.1 **“Centralized Message Distribution System” (CMDS)** – means the industry-wide data collection system located in St. Louis, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.
- 2.2 **“Direct Participants” (DP)** -- the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
  - 2.2.1 New England Telephone Company
  - 2.2.2 New York Telephone Company
  - 2.2.3 Bell Atlantic, NJ
  - 2.2.4 Bell Atlantic, PA
  - 2.2.5 Bell Atlantic, DE
  - 2.2.6 Bell Atlantic, DC
  - 2.2.7 Bell Atlantic, MD
  - 2.2.8 Bell Atlantic, VA
  - 2.2.9 Bell Atlantic, WV

- 2.2.10 Southern Bell Telephone Company
  - 2.2.11 South Central Bell Telephone Company
  - 2.2.12 The Ohio bell Telephone Company d/b/a SBC Ohio
  - 2.2.13 Michigan Bell Telephone Company d/b/a SBC Michigan
  - 2.2.14 Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana
  - 2.2.15 Illinois Bell Telephone Company d/b/a SBC Illinois
  - 2.2.16 Wisconsin Bell Telephone Company d/b/a SBC Wisconsin
  - 2.2.17 Northwestern Bell Telephone Company
  - 2.2.18 Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas
  - 2.2.19 Mountain Bell Telephone Company
  - 2.2.20 Pacific Bell Telephone Company d/b/a SBC California
  - 2.2.21 Nevada Bell Telephone Company d/b/a SBC Nevada
  - 2.2.22 The Southern New England Telephone Company
  - 2.2.23 Cincinnati Bell Telephone Company
- 2.3 **“Exchange Message Interface” (EMI)** -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.4 **“Local Exchange Carriers” (LECs) or “Exchange Carriers” (ECs)** - facilities-based providers of local telecommunication services.
- 2.5 **“Non-Intercompany Settlement” (NICS)** is a revenue exchange process for messages which originate from CLEC and bill to SBC MIDWEST REGION 5-STATE and message which originate from SBC MIDWEST REGION 5-STATE and bill to CLEC. NICS messages must originate and bill within the same SBC MIDWEST REGION 5-STATE Company.

### 3. NON-INTERCOMPANY SETTLEMENT (NICS) DESCRIPTION

- 3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by SBC MIDWEST REGION 5-STATE and billed by the CLEC [when the CLEC is using its own end office switch], or messages for calls originated by the CLEC and billed by SBC MIDWEST REGION 5-STATE within the same SBC MIDWEST REGION 5-STATE State (i.e., messages for intrastate/intraLATA traffic only). For example, an alternately billed call originating within SBC ILLINOIS territory and billed to a CLEC within SBC ILLINOIS would be covered by this section; a call originating within SBC MICHIGAN but billing outside of SBC MICHIGAN would not be NICS.
- 3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between SBC MIDWEST REGION 5-STATE and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 3.4 This agreement does not cover calls originating and billing within a state outside of SBC MIDWEST REGION 5-STATE. For such traffic, CLEC should obtain NICS-type agreements with the LECs in that state.

### 4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party is responsible for submitting the appropriate EMI billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its end user.

### 5. BASIS OF COMPENSATION

- 5.1 CLEC agrees to pay a \$.05 per message charge to SBC MIDWEST REGION 5-STATE for all qualifying messages billed by SBC MIDWEST REGION 5-STATE.

- 5.2 SBC MIDWEST REGION 5-STATE agrees to pay the same \$.05 a per message charge to CLEC for all qualifying messages billed by CLEC.
- 5.3 Net payment shall be due within thirty (30) days of the date of the invoice. Net payment is the amount due to SBC MIDWEST REGION 5-STATE or CLEC based on netting the amount due SBC MIDWEST REGION 5-STATE and the amount due CLEC from the Telcordia Technologies NICS report. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

## 6. TERM OF AGREEMENT

- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either party to the other. Provided however, this Attachment shall not continue in force and effect beyond the term of the ICA as specified in the General Terms and Conditions.

## APPENDIX CH

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## APPENDIX CLEARINGHOUSE (CH)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for CLECs by **SBC-12STATE** to participate in the Clearinghouse (CH).
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.25 In **SBC MIDWEST REGION 5-STATE**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs, and **SBC MIDWEST REGION 5-STATE** is facilitated via the existing LEC Settlement process in each state.
- 1.26 In **SBC-2STATE**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **SBC-2STATE** is facilitated via the Message Exchange Appendix.
- 1.27 The exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **SBC CONNECTICUT**, is **technically infeasible** in **SBC CONNECTICUT**.

## 2. CLEARINGHOUSE DESCRIPTION

- 2.1 **SBC SOUTHWEST REGION 5-STATE** operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and CLECs, including **SBC SOUTHWEST REGION 5-STATE** and CLEC.

## 3. QUALIFYING MESSAGE CRITERIA

- 3.1 The only toll call messages that qualify for submission to **SBC SOUTHWEST REGION 5-STATE** for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over



LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of **SBC SOUTHWEST REGION 5-STATE**'s operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

#### 4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees that it will provide **SBC SOUTHWEST REGION 5-STATE** with billing records for CH processing that are in an industry standard format acceptable to **SBC SOUTHWEST REGION 5-STATE** and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.
- 4.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to **SBC SOUTHWEST REGION 5-STATE**'s CH. CLEC will retain its originating records for ninety (90) days such that the category ninety-two (92) Records can be retransmitted to **SBC SOUTHWEST REGION 5-STATE** for CH processing, if needed.
- 4.3 **SBC SOUTHWEST REGION 5-STATE** will provide and maintain such systems as it believes are required to furnish the CH service described herein. **SBC SOUTHWEST REGION 5-STATE**, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 4.4 CLEC will timely furnish to **SBC SOUTHWEST REGION 5-STATE** all CH Records required by **SBC SOUTHWEST REGION 5-STATE** to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by the Parties. **SBC SOUTHWEST REGION 5-STATE** will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.
- 4.5 Presently, in operating the CH, **SBC SOUTHWEST REGION 5-STATE** relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

#### 5. PROCESSING CHARGE

- 5.1 CLEC agrees to pay **SBC SOUTHWEST REGION 5-STATE** a processing charge in consideration of **SBC SOUTHWEST REGION 5-STATE**'s performance of CH services. This charge is located in Appendix Pricing under "Other" listed as CH Processing Charge.

#### 6. BILLING CHARGE

- 6.1 CLEC agrees to pay a per message charge to the CLEC responsible for billing the message, including **SBC SOUTHWEST REGION 5-STATE**, when **SBC SOUTHWEST REGION 5-STATE** bills the message. This charge is located in Appendix Pricing under "Other" listed as Billing Charge.

#### 7. SETTLEMENT REPORT

- 7.1 **SBC SOUTHWEST REGION 5-STATE** will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the: (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

## 8. RETROACTIVE AND LOST MESSAGES

- 8.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section III of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages, which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

## 9. LIMITATION OF LIABILITY

- 9.1 By agreeing to operate the CH, **SBC SOUTHWEST REGION 5-STATE** assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that **SBC SOUTHWEST REGION 5-STATE** will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which **SBC SOUTHWEST REGION 5-STATE** may have relied in preparing settlement reports or performing any other act under this Attachment.
- 9.2 CLEC agrees to indemnify and hold **SBC SOUTHWEST REGION 5-STATE** harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of **SBC SOUTHWEST REGION 5-STATE**'s performance of CH processing pursuant to this Attachment.
- 9.3 **SBC SOUTHWEST REGION 5-STATE** will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of **SBC SOUTHWEST REGION 5-STATE**. Any losses or damage for which **SBC SOUTHWEST REGION 5-STATE** is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time **SBC SOUTHWEST REGION 5-STATE** receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

## 10. DISCLAIMER OF WARRANTIES

- 10.1 **SBC SOUTHWEST REGION 5-STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, **SBC SOUTHWEST REGION 5-STATE** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

## **XDSL AND LINE SPLITTING APPENDIX TO INTERCONNECTION AGREEMENT**

**xDSL Loops and xDSL Subloops and Line Splitting:** **SBC-12STATE** will make available xDSL loops and xDSL subloops for the provision of xDSL-based services, and xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time.

### **1.0 General:**

1.1 **Deployment of xDSL Technologies:** **SBC-12STATE** will provide xDSL loops and xDSL subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.

1.2 **SBC-12STATE** will not guarantee that an xDSL loop or xDSL subloop ordered by CLEC will perform as desired by CLEC for xDSL-based services, but will guarantee that loops will be provisioned to meet basic metallic loop parameters, including continuity and pair balance. CLEC shall designate on its LSR, at CLEC's sole option, what loop conditioning **SBC-12STATE** is to perform in provisioning the order.

2.0 **Loop Makeup Information and Ordering:** **SBC-12STATE** will provide CLEC with nondiscriminatory access to its loop makeup information set forth originally in **SBC-12STATE**'s Advanced Service OSS Plan of Record via: (i) a mechanized loop qualification for real-time access to data available electronically in **SBC-12STATE**'s databases; or (ii) manual loop qualification for information not available electronically (which will carry an interval of 3-5 business days or the interval provided to **SBC-12STATE**'s advanced services affiliate). CLEC will be given nondiscriminatory access to the same loop makeup information that **SBC-12STATE** is providing to any other CLEC, **SBC-12STATE**'s retail operations and/or its advanced services affiliate. **SBC-12STATE**'s uniform GUI and application to application OSS interfaces allow CLEC, **SBC-12STATE**'s retail operations and/or its advanced services affiliate, to have real time electronic access as a preordering function to the loop makeup information.

3.0 **Provisioning Intervals:** **SBC-12STATE**'s provisioning intervals per order per end-user location shall be the intervals set forth below or the associated interval applicable to **SBC-12STATE**'s advanced services affiliate, whichever is less.

3.1 Where no conditioning or outside plant rearrangements necessary:

3.1.1 xDSL Loops (i.e., 2-wire xDSL Loop, 4-wire xDSL Loop and IDSL Loop – collectively xDSL Loops): five (5) business days. xDSL Subloops shall have the same provisioning interval as the xDSL Loops following completion of the Subloop Access Arrangement (SAA).

3.1.2 With conditioning or outside plant rearrangements - xDSL Loops: ten (10) business days. xDSL Subloops shall have the same provisioning interval following completion of the SAA.

### **4.0 Loop Conditioning:**

4.1 **SBC-12STATE** will condition xDSL loops and xDSL subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii); provided, however: (i) If load coils, repeaters or Excessive Bridged Tap are present on a loop less than 12,000 feet in actual loop length, conditioning to remove these elements will be performed without request and at no charge to CLEC; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in actual loop length or greater, CLEC may request that no conditioning be performed or that **SBC-12STATE** perform some or all of the available

loop conditioning to remove Excessive Bridged Tap, load coils and/or repeaters at the rates set forth in Appendix Pricing.

#### 4.2 Removal of All or Non-Excessive Bridged Tap (“RABT”):

- 4.2.1 CLEC may request RABT conditioning via a trouble ticket after its service order for the xDSL Loop or xDSL Subloop has been completed; provided, however, CLEC shall assist in trouble isolation for RABT-related initial trouble tickets by obtaining and providing to **SBC-12STATE** interferer information on the loop at the time of opening the trouble ticket. CLEC should utilize its testing equipment to determine the following: the number and location of load coil(s), repeater(s) and bridged tap(s), including the length of individual sections. If an RABT trouble ticket is opened, and it is later determined by **SBC-12STATE** that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed as a ‘No Trouble Found’ (NTF) and CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below.
- 4.2.2 CLEC may open an RABT trouble ticket via one of the following two methods: (i) by calling the LOC and opening a manual ticket with its specific RABT conditioning request; or (ii) by opening an electronic bonding ticket and in such case, shall identify its specific RABT conditioning request in the remarks field. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information. Upon CLEC’s request, the LOC will also investigate and address any **SBC-12STATE** non-conditioning related reasons for any No Sync situation, or ensure CLEC’s RABT request is appropriate by verifying the subject bridged tap is located on the loop, but **SBC-12STATE** does not guarantee the synchronization of any loop. **SBC-12STATE** In either case, when Excessive Bridged Tap is present on the loop, CLEC may request the removal of All Bridged Tap; and when Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap. If and when All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the **SBC-12STATE** LOC. **SBC-12STATE** LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not. In those instances where **SBC-12STATE** removes All or Non-Excessive Bridged Tap upon receipt of an RABT trouble ticket from CLEC under the provisions set forth herein, CLEC shall pay the applicable RABT conditioning charges set forth in Appendix Pricing for such conditioning work.
- 4.2.3 A trouble ticket opened by CLEC for RABT conditioning will be assigned a zero plus five (0+ 5) business day interval or in parity with the repair intervals **SBC-12STATE** provides to its advanced services affiliate. When **SBC-12STATE** determines it is not possible to perform RABT e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of **SBC-12STATE**, **SBC-12STATE** has no obligation to perform such conditioning.
- 4.2.4 To the extent that CLEC would like the option to request that a loop be conditioned by **SBC-12STATE** to remove any device other than Excessive Bridged Taps, load coils and/or repeaters, or Non-excessive or All Bridged Tap, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning. In the event the loop over which the end-user is being provided xDSL-based service should require conditioning during non-working hours, the due date may be adjusted consistent with the end-user’s release of the voice grade circuit and the Maintenance of Service charges referenced in Section 7.2 below shall apply for the time devoted by **SBC-12STATE** to perform the requested conditioning during non-working hours, in addition to the loop conditioning rates set forth in Appendix Pricing for the actual loop conditioning work performed.

**4.3 Maintenance, Repair and Testing:** **SBC-12STATE** shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv).

**4.3.1 Maintenance Scope:** **SBC-12STATE**'s maintenance shall be as follows: (i) for loops 12,000 feet or less: **SBC-12STATE** maintenance shall be limited to assuring loop continuity and balance and verification that the loop was (or is) conditioned as described in Section 4.1 above; (ii) for loops greater than 12,000 feet for which CLEC elected that **SBC-12STATE** not perform any conditioning, **SBC-12STATE** maintenance shall be limited to assuring loop continuity and balance. For loops greater than 12,000 for which CLEC requested that **SBC-12STATE** perform some or all of the available conditioning, **SBC-12STATE** will verify continuity, the completion of all requested conditioning and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. **SBC-12STATE** will resolve CLEC-referred trouble tickets in parity with the repair intervals **SBC-12STATE** provides its advanced services affiliate.

**4.3.2 CLEC Submitted Trouble Ticket:** If CLEC submits a trouble ticket to **SBC-12STATE** and the problem is determined by **SBC-12STATE** to be in CLEC's network, data equipment or splitter, CLEC shall pay **SBC-12STATE**, following **SBC-12STATE** closing the trouble ticket, the Maintenance of Service charges referenced in Section 7.2 below. In any such case, when CLEC resolves the trouble condition in its network, data equipment or splitter, CLEC will contact **SBC-12STATE** to advise that the trouble has been resolved.

**4.3.3 Line and Station Transfer ("LST"):** For a loop currently in service where trouble ticket resolution has identified that Excessive Bridged Tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by **SBC-12STATE** to resolve a trouble, **SBC-12STATE**, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and **SBC-12STATE** determines that an LST can be performed, the **SBC-12STATE** LOC will contact CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested conditioning. In such case, the charge for the LST set forth in Appendix Pricing shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an **SBC-12STATE** network-related problem, then CLEC will not be charged the LST rate or for **SBC-12STATE's** resolution of the trouble. If, however, the trouble is found not to be an **SBC-12STATE** network-related problem, then CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below, in addition to the applicable LST charge.

**5.0 Spectrum Management:** The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. CLEC will advise **SBC-12STATE** 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-12STATE** if and when a change in PSD mask is made. **SBC-12STATE** shall use such PSD information solely for inventory and spectrum management purposes and in all cases, will manage the spectrum and differing xDSL services in a competitively neutral manner consistent with all relevant industry standards. **SBC-12STATE** shall not deny CLEC a loop based upon spectrum management issues in the absence of FCC or Commission approval. In the event that the FCC or the industry establishes long-term standards, practices and policies relating to spectrum compatibility and management that differ from those referenced in this Agreement, the Parties shall comply with such standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for implementation; provided, however, if **SBC-12STATE** and/or CLEC is providing xDSL technologies for which there was previously no standard, then that Party must begin the process of bringing its deployed xDSL technology(ies) and equipment into compliance with such standards at its own expense within thirty (30) days after general availability.

- 6.0 **Splitters:** CLEC shall own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters for purposes of line splitting hereunder and shall collocate such splitters in accordance with the collocation provisions set forth elsewhere in this Agreement or as set forth in the applicable Commission-ordered tariff, as applicable, and consistent with **SBC-12STATE**'s standard collocation practices and procedures. With respect to any CLEC physical collocation arrangement in which a CLEC splitter is located, CLEC will have test access to the line side of its splitter (assuming CLEC has provisioned splitter cards that provide test port capabilities). CLEC-owned splitters shall be provisioned using standard **SBC-12STATE** configuration cabling and wiring in **SBC-12STATE** locations and shall adhere to established industry and national standards. CLEC's Connecting Block layouts will reflect standard recognizable arrangements that work in conjunction with **SBC-12STATE**'s OSS.

7.0 **Pricing/Rates:**

- 7.1 The rates applicable to xDSL Loops and xDSL Subloops and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual loop qualification, loop conditioning, cross-connects and LSTs are set forth in Appendix Pricing.
- 7.2 In those instances specified herein, or in the event that **SBC-12STATE** agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Appendix, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the **SBC-12STATE** technician time involved in performing such work, pursuant to Section 13.4.4 of the FCC No. 73 tariffs, as such tariffs may be modified from time to time. If requested by the CLEC, Overtime and Premium time charges will apply as provided for in such FCC tariffs for any work or tests requested by CLEC and performed by **SBC-12STATE** are performed outside of standard business hours.

8.0 **Definitions Applicable to this Appendix:**

- 8.1 **"All Bridged Tap"** means both "Excessive" and "Non-excessive" Bridged Tap.
- 8.2 **"Commission"** means the applicable state agency(ies) with regulatory authority over telecommunications in each **SBC-12STATE** state.
- 8.3 **"Excessive Bridged Tap"** as used herein shall refer to bridged tap in excess of 2,500 feet in total length.
- 8.4 **"Non-excessive Bridged Tap"** as used herein shall refer to bridged tap less than 2,500 feet in total length.
- 8.5 **"SBC-12STATE"** as used herein means the applicable SBC-owned ILEC doing business in California, Nevada, Arkansas, Missouri, Oklahoma, Texas, Kansas, Michigan, Wisconsin, Ohio, Illinois and Indiana.
- 8.6 **"Splitter"** as used herein shall refer to the device that divides the data and voice signals concurrently moving across the loop. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted in CLEC's collocation arrangement.

# **APPENDIX-PRICING (INDIANA)**

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## APPENDIX PRICING (INDIANA)

### 1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements ( UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term “Lawful UNE,” as that term is defined and used in this Agreement.

1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission (“Commission-established Non-Interim Rate(s)”). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as “TBD” (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services (“Products or Services”) available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice (“Rate Change Notice”) to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), (“Modified Rate(s)”) to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC’s billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC INDIANA** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **SBC INDIANA** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC INDIANA will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

## 1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC INDIANA and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

## 1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Exchange      Area      Total Access Lines:

Rate Group:

- |   |   |
|---|---|
| 1 | See: Tariff 20, Part 4, Section 2, Sheets 2-2.1 |
| 2 | See: Tariff 20, Part 4, Section 2, Sheets 2-2.1 |
| 3 | See: Tariff 20, Part 4, Section 2, Sheets 2-2.1 |

- 1.9 SBC INDIANA's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, SBC INDIANA may reject the order. In the event such

an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC INDIANA** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC INDIANA**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC INDIANA**'s current generic contract rate for the Product or Service set forth in **SBC INDIANA**'s applicable state-specific generic pricing schedule as published on **SBC INDIANA**'s CLEC website; or
  - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **SBC INDIANA** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
  - 1.9.3 **SBC INDIANA**'s provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **SBC INDIANA**'s right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC INDIANA** for that Product or Service and incorporated into **SBC INDIANA**'s current state-specific generic pricing schedule as published on **SBC INDIANA**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC INDIANA** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC INDIANA** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **SBC INDIANA** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
  - 1.10.2 **SBC INDIANA**'s provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **SBC INDIANA**'s right to charge and collect payment for such Products and/or Services.

## 2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum

term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.

- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SBC INDIANA will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC INDIANA will round up to the next whole mile before determining the mileage and applying rates.

### 3. **NON-RECURRING CHARGES**

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC INDIANA network, without any changes to SBC INDIANA's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to SBC INDIANA to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

### 4. **BILLING**

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

Line	INDIANA		USOC	Recurring	Non-Recurring
				Monthly	First Additional
2	<b>SBC Generic Rates</b>				
3	<b>NETWORK ELEMENTS</b>				
4	<b>Loops</b>				
5		2-Wire Analog - Rural (Rate Class 1) /3/	U2HX1	\$ 11.50	See NRC prices below
6		2-Wire Analog - Suburban (Rate Class 2) /3/	U2HX2	\$ 12.50	See NRC prices below
7		2-Wire Analog - Metro (Rate Class 3) /3/	U2HX3	\$ 12.00	See NRC prices below
8		2-Wire Ground Start, DID/Reverse Battery - Rural (Rate Class 1)	U2WX1	\$ 9.57	See NRC prices below
9		2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)	U2WX2	\$ 8.90	See NRC prices below
10		2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)	U2WX3	\$ 8.84	See NRC prices below
11		2-Wire Ground Start, PBX - Rural (Rate Class 1) /3/	U2JX1	\$ 11.67	See NRC prices below
12		2-Wire Ground Start, PBX - Suburban (Rate Class 2) /3/	U2JX2	\$ 13.01	See NRC prices below
13		2-Wire Ground Start, PBX - Metro (Rate Class 3) /3/	U2JX3	\$ 12.63	See NRC prices below
14		2-Wire COPTS Coin - Rural (Rate Class 1) /3/	U2CX1	\$ 12.00	See NRC prices below
15		2-Wire COPTS Coin - Suburban (Rate Class 2) /3/	U2CX2	\$ 13.46	See NRC prices below
16		2-Wire COPTS Coin - Metro (Rate Class 3) /3/	U2CX3	\$ 13.07	See NRC prices below
17		2-Wire EKL - Rural (Rate Class 1) /3/	U2KX1	\$ 13.17	See NRC prices below
18		2-Wire EKL - Suburban (Rate Class 2) /3/	U2KX2	\$ 15.09	See NRC prices below
19		2-Wire EKL - Metro (Rate Class 3) /3/	U2KX3	\$ 14.66	See NRC prices below
20		Conditioning for dB Loss			
21		4-Wire Analog - Rural (Rate Class 1) /3/	U4HX1	\$ 27.28	See NRC prices below
22		4-Wire Analog - Suburban (Rate Class 2) /3/	U4HX2	\$ 31.49	See NRC prices below
23		4-Wire Analog - Metro (Rate Class 3) /3/	U4HX3	\$ 30.59	See NRC prices below
24		2-Wire Digital - Rural (Rate Class 1) /3/	U2QX1	\$ 16.00	See NRC prices below
25		2-Wire Digital - Suburban (Rate Class 2) /3/	U2QX2	\$ 19.48	See NRC prices below
26		2-Wire Digital - Metro (Rate Class 3) /3/	U2QX3	\$ 18.19	See NRC prices below
27					
28	<b>DSL Capable Loops</b>				
29	<b>2-Wire xDSL Loop</b>				
30		PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLA1	\$ 9.33	See NRC prices below
31		PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLA2	\$ 10.45	See NRC prices below
32		PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLA3	\$ 9.84	See NRC prices below
33					
34		PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLC1	\$ 9.33	See NRC prices below
35		PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLC2	\$ 10.45	See NRC prices below
36		PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLC3	\$ 9.84	See NRC prices below
37					
38		PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLB1	\$ 9.33	See NRC prices below
39		PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLB2	\$ 10.45	See NRC prices below
40		PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLB3	\$ 9.84	See NRC prices below
41					
42		PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLD1	\$ 9.33	See NRC prices below
43		PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLD2	\$ 10.45	See NRC prices below
44		PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLD3	\$ 9.84	See NRC prices below
45					
46		PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	UWRA1	\$ 9.33	See NRC prices below
47		PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	UWRA2	\$ 10.45	See NRC prices below
48		PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	UWRA3	\$ 9.84	See NRC prices below
49					
50		PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLF1	\$ 9.33	See NRC prices below
51		PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLF2	\$ 10.45	See NRC prices below
52		PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLF3	\$ 9.84	See NRC prices below
53	<b>4-Wire xDSL Loop</b>				
54		PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural /3/	4SL11	\$ 16.95	See NRC prices below
55		PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban /3/	4SL12	\$ 19.08	See NRC prices below
56		PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro /3/	4SL13	\$ 18.18	See NRC prices below
57					
58	<b>IDSL Capable Loop</b>				
59		IDSL Loop Class 1 - Rural /3/	UY5F1	\$ 9.33	See NRC prices below
60		IDSL Loop Class 2 - Suburban /3/	UY5F2	\$ 10.45	See NRC prices below
61		IDSL Loop Class 3 - Metro /3/	UY5F3	\$ 9.84	See NRC prices below
62					
63	<b>LST</b>				
64		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	\$ 165.26
65					
66					
67	<b>Loop Qualification Process</b>				
68		Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10 N/A
69		Loop Qualification Process - Manual	NRBXU	N/A	TBD N/A
70		Loop Qualification Process - Detailed Manual	TBD	N/A	TBD N/A
71					
72	<b>xDSL Conditioning</b>				
73		DSL Conditioning Options - >12KFT			
74		Removal of Repeater Options (per unit removed)	NRBXV	N/A	\$24.70 N/A
75		Removal Excessive Bridged Tap Option (per unit removed)	NRBXW	N/A	\$16.09 N/A
76		Removal of Load Coil (per unit removed)	NRBXZ	N/A	\$16.18 N/A
77					
78	<b>Loop Non-Recurring Charges</b>				
79		Res/Bus Analog/2-W digital Loop, Initial Request, Install /3/	SEPUP	N/A	\$ 6.83 N/A
80		Res/BUS Analog/2-w digital Loop, Initial Request, Disconnect /3/	NR9OE		\$ 4.29

TBD -To be determined  
NRO -Nonrecurring only  
ICB -Individual Case Basis  
NA -Not Applicable

INDIANA BELL  
TELEPHONE COMPANY  
INCORPORATED d/b/a  
SBC INDIANA  
September 22, 2004

APPENDIX PRICING/All Traffic  
SBC INDIANA

Line	INDIANA		USOC	Recurring	Non-Recurring
2	SBC Generic Rates			Monthly	First Additional
81	Res/BUS Analog/2-W digital Loop, Subsequent Request /3/	REAH9	N/A	\$	6.83 N/A
82	Res/BUS Analog/2-W digital Loop, record Request /3/	NR9UP		\$	6.43
83	Res/Bus Line Connection Standalone Line Connection Charge, Initial, Install /3/	SEPUC	N/A	\$	22.48 N/A
84	Res/BUS Standalone Line Connection Charge, Initial, Disconnect /3/	NR9OG		\$	7.42
85	Res/Bus Standalone Line Connection Charge, Additional, Install /3/	REAH5	N/A		\$ 15.55
86	/3/ Res/BUS Standalone Line Connection Charge, Additional, Disconnect /3/	PENDING			\$ 4.81
87					
88					
89					
90	<b>SUB-LOOPS</b>				
91	ECS to SAI sub-loop				
92	2 Wire Analog - Rate Group 3	PENDING	\$ 1.73		See NRC prices below
93	2 Wire Analog - Rate Group 2	PENDING	\$ 1.24		See NRC prices below
94	2 Wire Analog - Rate Group 1	PENDING	\$ 3.17		See NRC prices below
95	4 Wire Analog - Rate Group 3	PENDING	\$ 3.44		See NRC prices below
96	4 Wire Analog - Rate Group 2	PENDING	\$ 2.48		See NRC prices below
97	4 Wire Analog - Rate Group 1	PENDING	\$ 6.32		See NRC prices below
98	2 Wire DSL - Rate Group 3	PENDING	\$ 1.73		See NRC prices below
99	2 Wire DSL - Rate Group 2	PENDING	\$ 1.24		See NRC prices below
100	2 Wire DSL - Rate Group 1	PENDING	\$ 3.17		See NRC prices below
101	4 Wire DSL - Rate Group 3	PENDING	\$ 3.44		See NRC prices below
102	4 Wire DSL - Rate Group 2	PENDING	\$ 2.48		See NRC prices below
103	4 Wire DSL - Rate Group 1	PENDING	\$ 6.32		See NRC prices below
104	ECS to Terminal sub-loop				
105	2 Wire Analog - Rate Group 3	PENDING	\$ 5.71		See NRC prices below
106	2 Wire Analog - Rate Group 2	PENDING	\$ 5.95		See NRC prices below
107	2 Wire Analog - Rate Group 1	PENDING	\$ 8.02		See NRC prices below
108	4 Wire Analog - Rate group 3	PENDING	\$ 11.45		See NRC prices below
109	4 Wire Analog - Rate Group 2	PENDING	\$ 11.92		See NRC prices below
110	4 Wire Analog - Rate Group 1	PENDING	\$ 15.99		See NRC prices below
111	2 Wire DSL - Rate Group 3	PENDING	\$ 5.71		See NRC prices below
112	2 Wire DSL - Rate Group 2	PENDING	\$ 5.95		See NRC prices below
113	2 Wire DSL - Rate group 1	PENDING	\$ 8.02		See NRC prices below
114	4 Wire DSL - Rate Group 3	PENDING	\$ 11.45		See NRC prices below
115	4 Wire DSL - Rate Group 2	PENDING	\$ 11.92		See NRC prices below
116	4 Wire DSL - Rate Group 1	PENDING	\$ 15.99		See NRC prices below
117	ECS to NID sub-loop				
118	2 Wire Analog - Rate group 3	PENDING	\$ 6.47		See NRC prices below
119	2 Wire Analog - Rate Group 2	PENDING	\$ 6.72		See NRC prices below
120	2 Wire Analog - Rate Group 1	PENDING	\$ 8.75		See NRC prices below
121	4 Wire Analog - Rate Group 3	PENDING	\$ 12.93		See NRC prices below
122	4 Wire Analog - Rate Group 2	PENDING	\$ 13.46		See NRC prices below
123	4 Wire Analog - Rate group 1	PENDING	\$ 17.51		See NRC prices below
124	2 Wire DSL - Rate Group 3	PENDING	\$ 6.47		See NRC prices below
125	2 Wire DSL - Rate group 2	PENDING	\$ 6.72		See NRC prices below
126	2 Wire DSL - Rate Group 1	PENDING	\$ 8.75		See NRC prices below
127	4 Wire DSL - Rate Group 3	PENDING	\$ 12.93		See NRC prices below
128	4 Wire DSL - Rate Group 2	PENDING	\$ 13.46		See NRC prices below
129	4 Wire DSL - Rate Group 1	PENDING	\$ 17.51		See NRC prices below
130	SAI to Terminal sub-loop				
131	2 Wire Analog - Rate group 3	PENDING	\$ 4.85		See NRC prices below
132	2 Wire Analog - Rate Group 2	PENDING	\$ 5.56		See NRC prices below
133	2 Wire Analog - Rate Group 1	PENDING	\$ 5.90		See NRC prices below
134	4 Wire Analog - Rate Group 3	PENDING	\$ 9.75		See NRC prices below
135	4 Wire Analog - Rate Group 2	PENDING	\$ 11.13		See NRC prices below
136	4 Wire Analog - Rate Group 1	PENDING	\$ 11.77		See NRC prices below
137	2 Wire DSL - Rate Group 3	PENDING	\$ 4.85		See NRC prices below
138	2 Wire DSL - Rate Group 2	PENDING	\$ 5.56		See NRC prices below
139	2 Wire DSL - Rate Group 1	PENDING	\$ 5.90		See NRC prices below
140	4 Wire DSL - Rate Group 3	PENDING	\$ 9.75		See NRC prices below
141	4 Wire DSL - Rate Group 2	PENDING	\$ 11.13		See NRC prices below
142	4 Wire DSL - Rate Group 1	PENDING	\$ 11.77		See NRC prices below
143	SAI to NID sub-loop				
144	2 Wire Analog - Rate group 3	PENDING	\$ 5.60		See NRC prices below
145	2 Wire Analog - Rate Group 2	PENDING	\$ 6.33		See NRC prices below
146	2 Wire Analog - Rate Group 1	PENDING	\$ 6.65		See NRC prices below
147	4 Wire Analog - Rate Group 3	PENDING	\$ 11.24		See NRC prices below
148	4 Wire Analog - Rate Group 2	PENDING	\$ 12.65		See NRC prices below
149	4 Wire Analog - Rate Group 1	PENDING	\$ 13.26		See NRC prices below
150	2 Wire DSL - Rate Group 3	PENDING	\$ 5.60		See NRC prices below
151	2 Wire DSL - Rate Group 2	PENDING	\$ 6.33		See NRC prices below
152	2 Wire DSL - Rate Group 1	PENDING	\$ 6.65		See NRC prices below
153	4 Wire DSL - Rate Group 3	PENDING	\$ 11.24		See NRC prices below
154	4 Wire DSL - Rate Group 2	PENDING	\$ 12.65		See NRC prices below
155	4 Wire DSL - Rate Group 1	PENDING	\$ 13.26		See NRC prices below
156	Terminal to NID sub-loop				
157	2 Wire Analog - Rate Group 3	PENDING	\$ 1.23		See NRC prices below
158	2 Wire Analog - Rate Group 2	PENDING	\$ 1.22		See NRC prices below

TBD -To be determined  
NRO -Nonrecurring only  
ICB -Individual Case Basis  
NA -Not Applicable

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September 22, 2004

APPENDIX PRICING/All Traffic  
SBC INDIANA

Line	INDIANA		USOC	Recurring	Non-Recurring
2	SBC Generic Rates			Monthly	First Additional
159		2 Wire Analog - Rate Group 1	PENDING	\$ 1.22	See NRC prices below
160		4 Wire Analog - Rate Group 3	PENDING	\$ 2.49	See NRC prices below
161		4 Wire Analog - Rate Group 2	PENDING	\$ 2.48	See NRC prices below
162		4 Wire Analog - Rate Group 1	PENDING	\$ 2.43	See NRC prices below
163		2 Wire DSL - Rate Group 3	PENDING	\$ 1.23	See NRC prices below
164		2 Wire DSL - Rate Group 2	PENDING	\$ 1.22	See NRC prices below
165		2 Wire DSL - Rate Group 1	PENDING	\$ 1.22	See NRC prices below
166		4 Wire DSL - Rate Group 3	PENDING	\$ 2.49	See NRC prices below
167		4 Wire DSL - Rate Group 2	PENDING	\$ 2.48	See NRC prices below
168		4 Wire DSL - Rate Group 1	PENDING	\$ 2.43	See NRC prices below
169		NID sub-loop element			
170		2 Wire Analog - Rate Group 3	PENDING	\$ 0.16	See NRC prices below
171		2 Wire Analog - Rate Group 2	PENDING	\$ 0.16	See NRC prices below
172		2 Wire Analog - Rate Group 1	PENDING	\$ 0.16	See NRC prices below
173		4 Wire Analog - Rate Group 3	PENDING	\$ 0.32	See NRC prices below
174		4 Wire Analog - Rate Group 2	PENDING	\$ 0.32	See NRC prices below
175		4 Wire Analog - Rate Group 1	PENDING	\$ 0.32	See NRC prices below
176		2 Wire DSL - Rate Group 3	PENDING	\$ 0.16	See NRC prices below
177		2 Wire DSL - Rate Group 2	PENDING	\$ 0.16	See NRC prices below
178		2 Wire DSL - Rate Group 1	PENDING	\$ 0.16	See NRC prices below
179		4 Wire DSL - Rate Group 3	PENDING	\$ 0.32	See NRC prices below
180		4 Wire DSL - Rate Group 2	PENDING	\$ 0.32	See NRC prices below
181		4 Wire DSL - Rate Group 1	PENDING	\$ 0.32	See NRC prices below
182		2 Wire ISDN Compatible - Rate Group 3	PENDING	\$ 0.16	See NRC prices below
183		2 Wire ISDN Compatible - Rate Group 2	PENDING	\$ 0.16	See NRC prices below
184		2 Wire ISDN Compatible - Rate Group 1	PENDING	\$ 0.16	See NRC prices below
185		<b>Sub-Loop Non-Recurring Charges</b>			
186		2-Wire Analog Sub-Loop	PENDING		\$ 185.80
187		4-Wire Analog Sub-Loop	PENDING		\$ 186.65
188		2-Wire xDSL Digital Sub-Loop	PENDING		\$ 214.54
189		4-Wire xDSL Digital Sub-Loop	PENDING		\$ 218.09
190		2-Wire ISDN Digital Sub-Loop	PENDING		\$ 236.77
191		<b>Service Order Charge</b>			
192		Establish, per occasion	PENDING		\$ 14.57
193		Add or change, per occasion	PENDING		\$ 14.57
194		<b>Line Connection Charge</b>			
195		per occasion	PENDING		\$ 29.33
196					
197		<b>Cross Connects</b>			
198		2-Wire	CXCT2	\$ 0.14	NA NA
199					
200					
201		<b>Enhanced Extended Loop (EEL) Service Order per LSR</b>			
202		/F/ Electronic, Analog/2-Wire Digital Loop, Establishment Request, Install /3/	PENDING		\$ 6.89
203		/F/ Electronic, Analog/2-Wire Digital Loop, Establishment Request, Disconnect /3/	PENDING		\$ 4.20
204		/F/ Electronic, Analog/2-Wire Digital Loop, Subsequent Order /3/	PENDING		\$ 6.14
205		/F/ Manual, Analog /2-Wire Digital Loop, Establishment Request, Install /3/	PENDING		\$ 51.78
206		/F/ Manual, Analog /2-Wire Digital Loop, Establishment Request, Disconnect /3/	PENDING		\$ 34.80
207		/F/ Manual, Analog/2-Wire Digital Loop, Subsequent Order /3/	PENDING		\$ 48.55
208					
209		<b>Enhanced Extended Loop (EEL) New Combination per Element</b>			
210		/F/ 2Wire Analog Loop Connection, Initial, Install /3/	PENDING		\$ 91.87
211		/F/ 2-Wire Analog Loop Connection, Initial, Disconnect /3/	PENDING		\$ 15.48
212		/F/ 2-Wire Analog/ Loop Connection, Additional, Install /3/	PENDING		\$ 66.36
213		/F/ 2-Wire Analog/ Loop Connection, Additional, Disconnect /3/	PENDING		\$ 10.55
214		/F/ 4-Wire Analog/ Loop Connection, Initial, Install /3/	PENDING		\$ 93.41
215		/F/ 4-Wire Analog Loop Connection, Initial, Disconnect /3/	PENDING		\$ 17.04
216		/F/ 4-Wire Analog Loop Connection, Additional, Install /3/	PENDING		\$ 67.89
217		/F/ 4-Wire Analog Loop Connection, Additional, Disconnect /3/	PENDING		\$ 12.11
218		/F/ 2-Wire Digital Loop Connection, Initial, Install /3/	PENDING		\$ 100.08
219		/F/ 2-Wire Digital Loop Connection, Initial, Disconnect /3/	PENDING		\$ 14.98
220		/F/ 2-Wire Digital Loop Connection, Additional, Install /3/	PENDING		\$ 66.20
221		/F/ 2-Wire Digital Loop Connection, Additional, Disconnect /3/	PENDING		\$ 10.05
222					
223		<b>Routine Modifications</b>			
224		<b>Routine Modifications of Existing Facilities Charge</b>	NA	NA	ICB NA
225					
226		<b>LNP</b>			
227		Local Number Portability /4/	NSR	\$0.00	N/A
228					
229		Maintenance of Service Charges	VRP	NA	\$ 51.00 NA
230					
231					
232		<b>OTHER</b>			
233		<b>DIRECTORY ASSISTANCE</b>			
234					
235		<b>Facility-Based DA</b>			
236		Directory Assistance, per call	OPEN	\$ 0.30	NA NA
237		Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	NA NA

TBD -To be determined  
NRO -Nonrecurring only  
ICB -Individual Case Basis  
NA -Not Applicable



INDIANA BELL  
TELEPHONE COMPANY  
INCORPORATED d/b/a  
SBC INDIANA  
September 22, 2004

APPENDIX PRICING/All Traffic  
SBC INDIANA

Line	INDIANA		USOC	Recurring	Non-Recurring
2	SBC Generic Rates			Monthly	First Additional
238		Directory Assistance/National Directory Assistance, Reverse DA, per call	OPEN	\$ 0.35	NA NA
239		Branding - Other - Initial/Subsequent Load	OPEN		\$1,800.00 NA
240		- per call	OPEN	\$ 0.025	
241		Branding - Facility Based - Initial/Subsequent Load			
242		- Branding, per trunk group	OPEN	NA	\$ 800.00 NA
243		Directory Assistance - Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00 NA
244		Directory Assistance - Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00 NA
245					
246		<b>DA Listings</b>			
247		<b>DA Listing License</b>			
248		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)			
249		- per listing for initial load	OPEN	NA	\$ 0.040 NA
250		- per listing for subsequent updates	OPEN	NA	\$ 0.060 NA
251		Option #2 Full File (all states inclusive) Billable Release			
252		- per listing for initial load	OPEN	NA	\$ 0.020 NA
253		- per listing for subsequent updates	OPEN	NA	\$ 0.030 NA
254		- per usage/query	OPEN	NA	\$ 0.020 NA
255		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)			
256		- per listing for initial load	OPEN	NA	\$ 0.050 NA
257		- per listing for subsequent updates	OPEN	NA	\$ 0.060 NA
258		Option #4 Pick & Choose (by state) Billable Release			
259		- per listing for initial load	OPEN	NA	\$ 0.020 NA
260		- per listing for subsequent updates	OPEN	NA	\$ 0.030 NA
261		- per usage/query	OPEN	NA	\$ 0.020 NA
262					
263		<b>OPERATOR SERVICES</b>			
264		Fully Automated Call Processing, per occurrence	OPEN	\$ 0.15	NA NA
265		Operator Assisted Call Processing, per work second	OPEN	\$ 0.02	NA NA
266		Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00 NA
267		- per call	OPEN	\$ 0.025	
268		Branding - Facility Based - Initial/Subsequent Load			
269		- per trunk group	OPEN	NA	\$ 800.00 NA
270		Operator Services - Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00 NA
271		Operator Services - Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00 NA
272					
273		<b>Ancillary Message Billing Compensation (Per Message)</b>	OPEN	\$ 0.03	NA NA
274					
275					
276		<b>Structure Access - Poles &amp; Ducts</b>		Annually	
277		Per Pole attachment*	OPEN	\$ 3.08	
278		Per Foot of innerduct	OPEN	\$ 0.33	
279		Application fee	OPEN		\$ 200.00
280		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each			
281		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.			
282					
283		<b>Emergency Number Service Access</b>			
284		911 Selective Router Interconnection			
285		-Each DSO installed	USAGE	\$ -	\$ 665.49
286		-Analog Channel Interface	EVG9X	\$ 26.64	\$ 770.97
287		ANI/ALI/SR and Database Management			
288		- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.55	\$ -
289					
290		Access Routing File, per carrier	USAGE	\$ 50.80	
291		911 Selective Router Switch Administration			
292		-Per Selective Router	USAGE	\$ 5.57	\$ 1,717.33
293					
294		<b>INTERCARRIER COMPENSATION</b>			
295					
296		<b>Rate for All ISP-Bound and Section 251(b)(5) Traffic, as per FCC 01-131, per MOU</b>	USAGE	\$ 0.000700	
297					
298					
299	1/	Pursuant to March 28, 2002 IURC order in Cause No. 40611-S1, this charge will be applicable only after the third party OSS test is complete for Indiana			
300					
301	2/	Rates are the result of 3/28/02 IURC order in Indiana Case 40611-S1. Rates are subject to SBC Indiana reservation of rights pertaining to that order,			
302		and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.			
303					
304	3/	Rates are the result of 1/5/04 IURC order in Indiana Cause 42393. Rates are subject to each party's reservation of rights pertaining to that order, and subject to			
305		modification as a result of reconsideration, appeal, further IURC action, or other change of law.			
306	4/	As of January 5, 2003, SBC Indiana's billing systems are unable to bill this rate/rate structure in the manner SBC Indiana intends to eventually. SBC Indiana may adopt			
307		interim measures in order to render a bill to CLEC for applicable charges in advance of system changes. Details of any interim measures will be made available via			
308		Accessible Letter. Please contact your SBC Indiana local wholesale account manager with any questions.			
309					
310	4/	Pursuant to FCC Tariff #2 Section 4, effective from June 1, 2004, billing shall cease effective October 1, 2004.			
311					
312	RESALE			RECURRING	NON-RECURRING
	BUSINESS				

TBD -To be determined  
NRO -Nonrecurring only  
ICB -Individual Case Basis  
NA -Not Applicable

Line	INDIANA			Recurring	Non-Recurring
2	SBC Generic Rates		USOC	Monthly	First Additional
313	LOCAL EXCHANGE SERVICE				
314	Business 1 Party	RESALE	21.46%		21.46%
315	Business - Measured	RESALE	21.46%		21.46%
316	Customer Operated Pay Telephone (COPT)	RESALE	21.46%		21.46%
317					
318	EXPANDED LOCAL CALLING				
319	Extended Area Service	RESALE	21.46%		21.46%
320					
321	VERTICAL SERVICES				
322	Anonymous Call Rejection	RESALE	21.46%		21.46%
323	Repeat Dialing (Auto Redial)	RESALE	21.46%		21.46%
324	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	21.46%		21.46%
325	Call Blocker	RESALE	21.46%		21.46%
326	Call Forwarding	RESALE	21.46%		21.46%
327	Call Forwarding - Busy Line	RESALE	21.46%		21.46%
328	Call Forwarding - Busy Line/Don't Answer	RESALE	21.46%		21.46%
329	Call Forwarding - Don't Answer	RESALE	21.46%		21.46%
330	Automatic CallBack (Call Return)	RESALE	21.46%		21.46%
331	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	21.46%		21.46%
332	Call Trace	RESALE	21.46%		21.46%
333	Call Waiting	RESALE	21.46%		21.46%
334	Caller ID WithName (Calling Name)	RESALE	21.46%		21.46%
335	Caller ID (Calling Number)	RESALE	21.46%		21.46%
336	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	21.46%		21.46%
337	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	21.46%		21.46%
338	Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%		0.00%
339	Selective Call Forwarding	RESALE	0.00%		0.00%
340	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	21.46%		21.46%
341	Remote Call Forwarding-Per Feature	RESALE	21.46%		21.46%
342	RCF, Interstate, Interexchange	RESALE	21.46%		21.46%
343	RCF, Intrastate	RESALE	21.46%		21.46%
344	RCF, Interstate, International	RESALE	21.46%		21.46%
345	RCF, Intrastate, Interexchange	RESALE	21.46%		21.46%
346	RCF to 800	RESALE	21.46%		21.46%
347	RCF Additional	RESALE	21.46%		21.46%
348	Speed Calling 8	RESALE	21.46%		21.46%
349	Speed Calling 30	RESALE	21.46%		21.46%
350	Three Way Calling	RESALE	21.46%		21.46%
351	Call Screening	RESALE	21.46%		21.46%
352	Busy Line Transfer	RESALE	21.46%		21.46%
353	Alternate Answer	RESALE	21.46%		21.46%
354	Message Waiting - Tone	RESALE	21.46%		21.46%
355	Easy Call	RESALE	21.46%		21.46%
356	Prime Number Service	RESALE	21.46%		21.46%
357	SBC Indiana Privacy Manager	RESALE	21.46%		21.46%
358	Name and Number Delivery Service	RESALE	21.46%		21.46%
359					
360	DID				
361	DID	RESALE	21.46%		21.46%
362					
363	TRUNKS				
364	Trunk	RESALE	21.46%		21.46%
365					
366	AIN				
367	Area Wide Networking	RESALE	21.46%		21.46%
368	SBC Indiana Switch Alternate Routing (ANSAR)	RESALE	21.46%		21.46%
369	SBC Indiana Customer Location Alternate Routing (ACLAR)	RESALE	21.46%		21.46%
370					
371	OTHER				
372	Grandfathered Services	RESALE	0.00%		0.00%
373	Promotions (Greater than 90 days)	RESALE	21.46%		21.46%
374	TouchTone (Business)	RESALE	21.46%		21.46%
375	TouchTone (Trunk)	RESALE	21.46%		21.46%
376	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%
377	976 (976 Information Delivery Service)	RESALE	0%		0%
378	Access Services (See Access Tariff)	RESALE	0%		0%
379	Additional Directory Listings	RESALE	21.46%		21.46%
380	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%
381	Connection Services	RESALE	21.46%		21.46%
382	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%
383	Shared Tenant Service	RESALE	0%		0%
384	Restoral of Service Charge	RESALE	0%		21.46%
385	Data Services				
386	Gigabit Ethernet Metropolitan Area Network (GigaMAN )	RESALE	21.46%		21.46%
387	PBX Trunks	RESALE	21.46%		21.46%
388	Mult-Service Optical Network (MON )	RESALE	21.46%		21.46%
389	OCn-PTP	RESALE	21.46%		21.46%
390	ADTS-E	RESALE	21.46%		21.46%

TBD -To be determined  
NRO -Nonrecurring only  
ICB -Individual Case Basis  
NA -Not Applicable

Line	INDIANA		USOC	Recurring	Non-Recurring
2	SBC Generic Rates			Monthly	First Additional
391	DS0		RESALE	21.46%	21.46%
392	DS1		RESALE	21.46%	21.46%
393	DS3		RESALE	21.46%	21.46%
394					
395	ISDN				
396	ISDN		RESALE	21.46%	21.46%
397					
398	DIRECTORY ASSISTANCE SERVICES		RESALE	21.46%	20.29%
399	Local Operator Assistance Service		RESALE	21.46%	21.46%
400					
401	TOLL				
402	TOLL		RESALE	21.46%	21.46%
403					
404	OPTIONAL TOLL CALLING PLANS				
405	Optional Toll Calling Plans		RESALE	21.46%	21.46%
406					
407	CENTREX (PLEXAR)				
408	SBC Indiana Centrex Service ACS		RESALE	21.46%	21.46%
409	SBC Indiana Centrex Network Manager		RESALE	0.00%	0.00%
410					
411	PRIVATE LINE				
412	Analog Private Lines		RESALE	21.46%	21.46%
413	Private Line Channel Services		RESALE	21.46%	21.46%
414					
415	RESIDENCE				RESALE DISCOUNTS
416	LOCAL EXCHANGE SERVICE			RECURRING	NON-RECURRING
417	Life Line		RESALE	0.00%	0.00%
418	Residence 1 Party		RESALE	21.46%	21.46%
419	Residence Measured		RESALE	21.46%	21.46%
420					
421	EXPANDED LOCAL CALLING				
422	Extended Area Service		RESALE	21.46%	21.46%
423	VERTICAL SERVICES				
424	Anonymous Call Rejection		RESALE	21.46%	21.46%
425	Repeat Dialing (Auto Redial)		RESALE	21.46%	21.46%
426	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)		RESALE	21.46%	21.46%
427	Call Blocker		RESALE	21.46%	21.46%
428	Call Forwarding		RESALE	21.46%	21.46%
429	Call Forwarding - Busy Line		RESALE	21.46%	21.46%
430	Call Forwarding - Busy Line/Don't Answer		RESALE	21.46%	21.46%
431	Call Forwarding - Don't Answer		RESALE	21.46%	21.46%
432	Automatic Call-Back (Call Return)		RESALE	21.46%	21.46%
433	Automatic Call-Back Per Use (Call Return - Usage Sensitive)		RESALE	21.46%	21.46%
434	Call Trace		RESALE	21.46%	21.46%
435	Call Waiting		RESALE	21.46%	21.46%
436	Caller ID with Name (Calling Name)		RESALE	21.46%	21.46%
437	Caller ID (Calling Number)		RESALE	21.46%	21.46%
438	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)		RESALE	21.46%	21.46%
439	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)		RESALE	21.46%	21.46%
440	Remote Access to Call Forwarding (GF)		RESALE	21.46%	21.46%
441	RCF, Interstate, Interexchange		RESALE	21.46%	21.46%
442	RCF, Intrastate		RESALE	21.46%	21.46%
443	RCF, Interstate, International		RESALE	21.46%	21.46%
444	RCF, Intrastate, Interexchange		RESALE	21.46%	21.46%
445	RCF to 800		RESALE	21.46%	21.46%
446	RCF Additional		RESALE	21.46%	21.46%
447	Selective Call Forwarding		RESALE	21.46%	21.46%
448	Speed Calling 8		RESALE	21.46%	21.46%
449	Three Way Calling		RESALE	21.46%	21.46%
450	Call Screening		RESALE	21.46%	21.46%
451	Busy Line Transfer		RESALE	21.46%	21.46%
452	Alternate Answer		RESALE	21.46%	21.46%
453	Message Waiting - Tone		RESALE	21.46%	21.46%
454	Easy Call		RESALE	21.46%	21.46%
455	SBC Indiana Privacy Manager		RESALE	21.46%	21.46%
456	Name and Number Delivery Service		RESALE	21.46%	21.46%
457					
458	ISDN				
459	ISDN		RESALE	21.46%	21.46%
460					
461	DIRECTORY ASSISTANCE SERVICES		RESALE	21.46%	21.46%
462	Local Operator Assistance Service		RESALE	21.46%	21.46%
463	Reverse Directory Assistance		RESALE	\$1.25	NA
464					
465	OTHER				
466	Grandfathered Services		RESALE	0.00%	0.00%
467	Promotions (Greater than 90 Days)		RESALE	21.46%	21.46%
468	TouchTone		RESALE	21.46%	21.46%
469	Home Services Packages		RESALE	21.46%	21.46%

TBD -To be determined  
NRO -Nonrecurring only  
ICB -Individual Case Basis  
NA -Not Applicable

Line	INDIANA		USOC	Recurring		Non-Recurring	
2	SBC Generic Rates			Monthly		First	Additional
470	900/976 Call Blocking (900/976 Call Restriction)		RESALE	21.46%		21.46%	
471	976 (976 Information Delivery Service)		RESALE	21.46%		21.46%	
472	Access Services (See Access Tariff)		RESALE	0%		0%	
473	Additional Directory Listings		RESALE	21.46%		21.46%	
474	Carrier Disconnect Service (Company Initiated Suspension Service)		RESALE	21.46%		21.46%	
475	Connection Services		RESALE	21.46%		21.46%	
476	Premise Services/Line Backer (Maintenance of Service Charges)		RESALE	0%		0%	
477	Shared Tenant Service		RESALE	0%		0%	
478							
479	TOLL						
480	Custom and Dedicated 800 Service (Home 800)		RESALE	21.46%		21.46%	
481	IntraLATA MTS		RESALE	21.46%		21.46%	
482	Toll Restriction		RESALE	21.46%		21.46%	
483							
484	Electronic Billing Information Data (daily usage)		RESALE	\$0.00			
485	per message						
486							
487							
488	Line Connection Charge						
489	Residence		RESALE			2146%	
490	Business		RESALE			2146%	
491							
492	Service Order/Service Request Charge						
493	Residence		RESALE			2146%	
494	Business		RESALE			2146%	
495							
496	Non-Electronic (Manual) Service Order Charge						
497	Residence		RESALE			\$9.02	
498	Business		RESALE			\$9.02	
499							
500							

**SBC INDIANA**  
**SECTION 271 REMEDY PLAN**  
**DESCRIPTION**

This Performance Remedy Plan sets forth the terms and conditions under which **SBC INDIANA** will report performance to CenturyTel Fiber Company II, LLC, d/b/a LightCore, a CenturyTel Company (CLEC) and compare that performance to **SBC INDIANA**'s own performance (parity), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

- 1.0 **SBC INDIANA** agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – **SBC INDIANA** Performance Measurement User Guide. **SBC INDIANA** will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. **SBC INDIANA** further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.
  - 1.1 **SBC INDIANA** will not levy a separate charge for provision of the data to CLEC called for under this document. 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 **SBC INDIANA** on or before the last day of the month for which data is sought, **SBC INDIANA** shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to **SBC INDIANA** after the last day of the month for which data is sought, **SBC INDIANA** shall provide the data to CLEC within 30 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 **SBC INDIANA** will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (**SBC INDIANA** retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and CLEC) or percentages, or the difference between two ratios for purposes of this document. **SBC INDIANA** agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for **SBC INDIANA** retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the **SBC INDIANA** retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to **SBC INDIANA**'s retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.
- 3.0 For purposes of this document, performance for the CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both **SBC INDIANA** and/or its affiliate (whichever is better, provided the number of affiliate data points exceeds 30) and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

**Z-Test:**

**SBC INDIANA** will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

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

Where:  $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$   
 $M_{\text{ILEC}} = \text{ILEC Average}$   
 $M_{\text{CLEC}} = \text{CLEC Average}$   
 $\sigma_{\text{DIFF}} = \text{SQRT} [\sigma^2_{\text{ILEC}} (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$   
 $\sigma^2_{\text{ILEC}} = \text{Calculated variance for ILEC}$   
 $n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$   
 $n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$

For Measurement results that are expressed as Percentages or Proportions:

**Step 1:**

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

**Step 2:**

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

**Step 3:**

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

Where:  $n$  = number of observations  
 $P$  = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

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

Where:  $\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$   
 $R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$   
 $R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$   
 $\sigma_{\text{DIFF}} = \text{SQRT} \{ [(\text{num}_{\text{CLEC}} + \text{num}_{\text{ILEC}}) \div (\text{denom}_{\text{CLEC}} + \text{denom}_{\text{ILEC}})] \cdot (1/\text{denom}_{\text{CLEC}} + 1/\text{denom}_{\text{ILEC}}) \}$

#### 4.0 Qualifications to use Z-Test:

- 4.1 The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.
- 4.2 The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.
- 4.3 In calculating the difference between the performances, the formulas defined above apply 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.,  $M_{\text{ILEC}} - M_{\text{CLEC}}$ ,  $P_{\text{ILEC}} - P_{\text{CLEC}}$ ,  $R_{\text{ILEC}} - R_{\text{CLEC}}$ ).
- 4.4 For measurements where the performance delivered to the CLEC is compared to **SBC INDIANA** performance and for which the number of data points are 29 or less for either the CLEC or **SBC INDIANA**, **SBC INDIANA** will apply the following alternatives for compliance.
  - 4.4.1 Alternative 1 (used only in the following situations: 1) for a measure where results for both the CLEC and **SBC INDIANA** Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

**SBC INDIANA** applies the Z-Test as described in section 3.0.

4.4.2 Alternative 2 (used in all situations except those defined above for Alternative 1):

For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

- (1) Choose a sufficiently large number T.
- (2) Pool and mix the CLEC and ILEC data sets.
- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set ( $n_{CLEC}$ ) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or  $n_{ILEC}$ ).
- (4) Compute and store the Z-test score ( $Z_S$ ) for this sample.
- (5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
- (6) Order the  $Z_S$  results computed and stored in step 4 from lowest to highest.
- (7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- (8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. ( $P = \text{rank} / T$ ).
- (9) Using a cumulative standard normal distribution table, find the value  $Z_A$  such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare  $Z_A$  with the Critical Z-value. If  $Z_A >$  the Critical Z-value, then the performance is non-compliant.

- 4.5 **SBC INDIANA** and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

**SBC INDIANA** agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

- 5.1 **SBC INDIANA** will pay Liquidated Damages to the CLEC according to the terms set forth in this document.
- 5.2 Liquidated damages apply to Tier 1 measurements identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2.
- 5.3 Assessments are applicable to Tier 2 measures identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2, and are payable to the State Fund designated by the Commission.
- 5.4 The SBC Indiana Section 271 Remedy Plan shall be available for adoption by any CLEC pursuant to Section 252(i) of the Act. **SBC INDIANA** will not be liable for the payment of Tier 1 damages until 10 days after receipt by **SBC INDIANA** of an executed (by CLEC) Interconnection Agreement amendment, terms of which have been agreed to by both CLEC and **SBC INDIANA**, referencing this plan; or if CLEC interconnects by tariff, 10 days after receipt by **SBC INDIANA** of the self-identification form posted on the CLEC OnLine website (<https://clec.sbc.com/clec>). Tier 1 damages will be accrued, but not paid, effective with the first full month of performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. **SBC INDIANA** will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and **SBC INDIANA** have signed.

- 5.5 **SBC INDIANA** will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Indiana. To the extent that there are one or more other remedy plans in effect that call for payments to be made to the State (as opposed to, or in addition to, payments to a CLEC or CLECs), **SBC INDIANA** will be liable only for the greater of payments to the State under that plan or the Tier 2 assessments payable under this plan.
- 5.6 In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (<https://clec.sbc.com/clec>). Otherwise, remedy payment will be made via bill credit.
- 6.0 Procedural Safeguards and Exclusions
- 6.1 **SBC INDIANA** agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, **SBC INDIANA** 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. **SBC INDIANA** and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2 **SBC INDIANA**’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. **SBC INDIANA** and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) **SBC INDIANA**’s payment of Tier 1 “liquidated damages” or Tier 2 “assessments” as evidence that **SBC INDIANA** 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. **SBC INDIANA**’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 **SBC INDIANA**’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 **SBC INDIANA** under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where **SBC INDIANA** 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 **SBC INDIANA** has met or continues to meet the requirements of section 271 of the Act.
- 6.3 **SBC INDIANA** shall not be liable for Tier 2 “assessments” under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission’s service quality rules relating to the same performance. This section does not limit the Commission’s ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.
- 6.4 Every six months, CLEC may participate with **SBC INDIANA**, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. 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. Proposed modifications by a party or parties to: (1) the SBC Indiana Section 271 Remedy Plan, (2) any attachments to that Plan, and/or (3) the SBC Midwest Performance Measurement User Guide (Appendix 1 to this document) should first be raised in the regional six-month review meetings, or in Indiana-specific performance measure or remedy plan collaborative workshops or conference calls prior to the party of



- parties seeking approval of the modifications from the Commission. This does not preclude the Commission ordering, or the Commission staff requesting, on its own motion, changes to the PM User Guide. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement. The SBC Indiana Section 271 Remedy Plan is under the oversight and control of the Commission; agreed-upon or disputed proposals for modifications to the SBC Indiana Section 271 Remedy Plan or the PM User Guide must be approved by the Commission in order to take effect.
- 6.5 CLEC and SBC INDIANA 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 document. 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 SBC INDIANA will allow CLEC to have an independent audit conducted, at CLEC's expense, of SBC INDIANA's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by the CLEC, or if any new problem is identified, SBC INDIANA shall reimburse the CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per four calendar months under this section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify CLEC's audit rights under other provisions of this Agreement or any applicable Commission Order. SBC INDIANA agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.
- 6.6 SBC INDIANA agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Cause No. 41657. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by SBC INDIANA and approved by the Commission will conduct these audits at SBC INDIANA's expense.
- 6.7 The term of the SBC Indiana Section 271 Remedy Plan is indefinite. Expiration of the SBC Indiana Section 271 Remedy Plan shall require approval by the Commission.
- 7.0 Exclusions Limited
- 7.1 SBC INDIANA will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless SBC INDIANA prevails in a waiver of liability filed with the Commission seeking expedited resolution. SBC INDIANA bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. SBC INDIANA will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends SBC INDIANA's ability to timely perform an activity subject to performance measurement, the applicable time frame in which SBC INDIANA'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, SBC INDIANA shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with SBC INDIANA or under the Act or Indiana law or tariff. An example of a potential act or omission could include, inter alia, 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.

- 7.3 In any event where SBC INDIANA believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with SBC INDIANA or under the Act or Indiana law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, SBC INDIANA shall pay one-half of the Tier 1 remedies to the CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if SBC INDIANA prevails. If SBC INDIANA does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. SBC INDIANA shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. SBC INDIANA will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a CLEC.
- 7.4 SBC INDIANA and CLEC agree that a procedural annual threshold 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 Indiana interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by SBC INDIANA pursuant to any Indiana interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by SBC INDIANA, 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. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. CLEC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by SBC INDIANA under all SBC INDIANA interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all SBC INDIANA interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but SBC INDIANA has paid less than that amount due to the monthly threshold, SBC INDIANA shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold 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 threshold, SBC INDIANA shall be obligated to pay ONLY the actual calculated amount of damages and assessments.
- 7.5 Whenever SBC INDIANA Tier 1 payments to an individual CLEC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then SBC INDIANA may request a hearing before the Commission. Upon timely commencement of this proceeding, SBC INDIANA must pay one-half of the damages owed to the individual CLEC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, SBC INDIANA 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 threshold amount. SBC INDIANA's application will be processed in an expedited manner under the process set forth in the Procedural Rules. SBC INDIANA will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If SBC INDIANA reports non-compliant performance to the CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but SBC INDIANA has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph pursuant to the Commission's Procedural Rules to request that SBC INDIANA should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In

any such proceeding the CLEC will have the burden of proof to demonstrate why SBC INDIANA should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

- 7.6 SBC INDIANA's Tier 1 remedy liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due SBC INDIANA for services provided to the CLEC in the same month for which the remedy liability was incurred.
- 7.7 SBC INDIANA will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.
- 7.8 With respect to any interconnection agreement, SBC INDIANA or any CLEC may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.
- 8.0 Tier 1 Damages Payable to CLECs:
- 8.1 Tier 1 liquidated damages apply to measures designated in Appendix 2 as Remedied when SBC INDIANA delivers "non-compliant" performance as defined in Section 3 above.
- 8.2 Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which SBC INDIANA has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which SBC INDIANA met or exceeded the performance standard. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.
- 8.3 TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance SBC INDIANA provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

$RSM_{passed}$  = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison

$RSM_{total}$  = Total count of Remedied Sub-Measure results

- 8.4 Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable

in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.

- 8.5 For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:

- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for the CLEC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.

Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

- 8.6 Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a “proof of compliance” period for that individual metric. This process will require **SBC INDIANA** to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if **SBC INDIANA** was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, **SBC INDIANA** will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the “Month 1” liquidated damage amount.
- 8.7 During this “proof of compliance” period, **SBC INDIANA** will make liquidated damages payments *only* for those months during which the performance result for a specific sub-measure is determined to be “non-compliant” for a CLEC. This remedy payment amount will return to the lowest level of payment when **SBC INDIANA** provides “compliant” performance for the number of consecutive months identified in TABLE 4: “Step-Down” Table Of Liquidated Damages For Tier 1 Measures where the payment amount is “Month One Amount”. Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.
- 8.8 **SBC INDIANA** is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for **SBC INDIANA** to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. **SBC INDIANA** will provide notice, via the CLEC OnLine web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months’ performance the measurements were restated for, and why the restatement was necessary.
- 8.9 In the event that performance measurement results need to be restated, **SBC INDIANA** will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.
- 8.10 If it is determined through restatement of performance results or other means that **SBC INDIANA** underpaid liquidated damages due a CLEC, or assessments due the State, **SBC INDIANA** will make additional payment/bill credit to the CLEC and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is

made through restatement of performance results or other means that **SBC INDIANA** overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC and/or assessments to the State will be offset by the amount of overage.

- 8.11 **SBC INDIANA** shall be able to apply any liquidated damages remedy payments due toward those charges that the CLEC owes **SBC INDIANA** for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.
- 8.12 If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix One for three consecutive months, **SBC INDIANA** will, at request of the CLEC, initiate a “gap closure” effort. For a measure to which a floor applies, “gap closure” can be initiated when performance is below the floor for two consecutive months. The “gap closure” effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to the CLEC requesting “gap closure” within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table						
Index Value (“IV”)	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
<b>Effective Beginning With The First Month’s Results Reported Under This Plan Through The Twelfth Month’s Results Reported Under This Plan</b>						
IV >= 92.0%	\$35	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$50	\$70	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$75	\$90	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
<b>Effective Beginning With The Thirteenth Month’s Results Reported Under This Plan Through The Twenty-Fourth Month’s Results Reported Under This Plan</b>						
IV >= 92.0%	\$30	\$55	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$40	\$65	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$80	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
<b>Effective Beginning With The Twenty-Fifth Month’s Results Reported Under This Plan</b>						
IV >= 92.0%	\$25	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$35	\$60	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$75	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table						
Index Value (“IV”)	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
<b>Effective Beginning With The First Month’s Results Reported Under This Plan Through The Twelfth Month’s Results Reported Under This Plan</b>						
IV >= 92.0%	\$9,000	\$15,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$12,500	\$20,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$25,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
<b>Effective Beginning With The Thirteenth Month’s Results Reported Under This Plan Through The Twenty-Fourth Month’s Results Reported Under This Plan</b>						
IV >= 92.0%	\$7,500	\$12,500	\$15,000	\$20,000	\$25,000	\$30,000

86.0% <= IV < 92.0%	\$10,000	\$17,500	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
<b>Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan</b>						
IV >= 92.0%	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$7,500	\$15,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$15,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

<b>TABLE 3: Assessment Amounts For Tier 2 Measures</b>	
Per Occurrence	\$200
Per Measure / Cap*	\$20,000

<b>TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures</b>				
	<b>Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance</b>			
<b>Consecutive Months Compliant Performance Before Subsequent Non- Compliant Month</b>	<b>Three Months</b>	<b>Four Months</b>	<b>Five Months</b>	<b>Six Months or More</b>
<b>Per Occurrence and Per Measure/Cap</b>				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

### 8.13 Example Application of "Step-Down" Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or the "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the "Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

## 9.0 Tier 2 Assessments to the State:

- 9.1 Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as "Remedied" when **SBC INDIANA** and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30) 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. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.
- 9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 3 as measurements subject to per

occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 3 as subject to a per measurement assessment, an assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.

#### 10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:

- 10.1 If SBC INDIANA fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission 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 performance measurement listed in the User Guide for which results are not posted, but not to exceed \$5,000 per day past due.
- 10.2 If SBC INDIANA alters previously reported data for a CLEC, and after discussions with SBC INDIANA 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 SBC INDIANA performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, SBC INDIANA shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if SBC INDIANA performance through March is such that SBC INDIANA owes liquidated damages to CLECs for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). (In order to receive payment by check CLEC must complete the CLEC identification and liquidated damages Information Form located on the CLEC website.) For each day after the due date that SBC INDIANA fails to pay the required amount, SBC INDIANA 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 State Fund designated by the Commission for a past due assessment.
- 10.4 SBC INDIANA may not withhold payment of liquidated damages to a CLEC unless SBC INDIANA has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by a CLEC as more fully described in Section 7.2 and 7.3.
- 10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and SBC INDIANA.
- 10.6 The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

#### 11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

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

##### 11.1 Calculating Tier 1 Liquidated Damages

###### 11.1.1 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-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 sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

#### 11.1.2 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-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 sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

#### 11.1.3 Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-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 sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for the CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

### 11.2 Calculating Tier 2 Assessments

11.2.1 Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. 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 **SBC INDIANA** 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.

#### 11.2.2 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)



Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.

Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

#### 11.2.3 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.

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 of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

#### 11.2.4 Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for the CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.

Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

The parties will propose as part of the PM six-month review collaborative that Section 12 be moved to Appendix 1 – SBC INDIANA Performance Measurement User Guide as an attachment so that it can be updated through the six-month review process as needed.

### 12.0 Advanced and Nascent Services:

12.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, SBC INDIANA will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the “Qualifying Measurements”). Such increased 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:

12.2 The following are the qualifying sub-measures (if within a qualifying measurement):

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

12.3 The Qualifying Measurements are as follows:

Provisioning Measurements:

- PMs 29, 45, 58 – Percent SBC INDIANA 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 SBC INDIANA Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL
- PM 1.1 – 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 37.1, 54.1, 65.1 – Trouble Report Rate

12.4 The increased voluntary payments referenced in section 12.1 will be made only if SBC INDIANA fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

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

12.5 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where SBC INDIANA has failed to provide parity or benchmark performance for 3 consecutive months. If SBC INDIANA fails to provide parity or benchmark performance in Indiana for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

12.6 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 increased voluntary payments will be made to the State Fund designated by the Commission. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure’s average is more than 10 but less than 100 observations, then SBC INDIANA shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7 Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.

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

Appendix 1: Performance Measurement Business Rules (Indiana) (a document available from CLEC Account Managers or found on the SBC INDIANA Performance Measurement website)

Appendix 2: Performance Measures Subject to Tier 1 and Tier 2 Damages

Appendix 3: Measurements Subject to Per Occurrence Damages or Assessments With a Cap and  
Measurements Subject to Per Measure Damages or Assessments

In the event of any inconsistency between Appendices 1, 2 and/or 3 and this performance remedy plan, this performance remedy plan shall supercede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

The parties will propose as part of the PM six-month review collaborative that Appendix 2 and Appendix 3 be moved to attachments to Appendix 1 – **SBC INDIANA** Performance Measurement User Guide so that they can be updated through the six-month review process as needed.

**SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE**  
**Version 1.9**

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### Pre-Ordering/Ordering

1.1 Average Response Time for Manual Loop Make-Up Information					
Definition:					
The average time required to provide manual loop qualification for DSL capable loops measured in business days.					
Exclusions:					
Manual request for loop makeup information not initiated by the CLEC. However, manual loop makeup requests initiated by the LSC as part of the ordering process when no mechanized loop qualification data is available will be included.					
Business Rules:					
The time starts when a request is received from the CLEC and ends when the information on the loop qualification has been made available to the CLEC. 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.					
Levels of Disaggregation:					
None					
Calculation:			Report Structure:		
Σ(Date and Time the Loop Qualification is made available to CLEC – Date and Time the CLEC request is received) ÷ Total loop qualifications			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Med	Med	Med	Med	Med
Benchmark:					
Parity with SBC/Ameritech Affiliate					



# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Reporting of PM 1.2 Suspended Upon Implementation of PM 1.3 – Deletion of PM 1.2 To Be Addressed At Next Six-Month Review

1.2 Accuracy of Actual Loop Makeup Information Provided for DSL Orders						
Definition:						
The percent of accurate DSL actual Loop Makeup Information provided to the CLEC.						
Exclusions:						
None						
Business Rules:						
This measurement tracks accuracy of the loop makeup information provided to the CLEC. It compares reported loop makeup information to actual loop makeup information on the loop provided to the CLEC, and it captures both the clerical error and underlying data error.						
Levels of Disaggregation:						
DSL actual Loop Makeup Information provided: Manually Electronically						
Calculation:				Report Structure:		
(# of orders for which Loop makeup information provided by AIT is identical to engineering work confirmation/DLR ÷ total actual Loop Makeup Information responses) * 100				Reported on a CLEC, all CLECs, AIT Affiliate basis by interface for EDI, or manually, depending on method of provision of actual loop makeup information.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	Med	Med	Med	Med	Med	
Benchmark:						
Parity with Ameritech DSL Affiliate NOTE: Reporting of results, and payment of any remedies or assessments due, are to be suspended upon implementation of PM 1.3. No results will be calculated and no remedies or assessments will be calculated or paid.						

# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

New Performance Measure

<b>1.3 Accuracy of Actual Loop Makeup Information Provided for DSL Orders</b>	
<b>Definition:</b>	
The percent of DSL orders provisioned based upon accurate information from an SBC Ameritech loop qualification response for four categories: loop length, bridge, load, repeaters. Note that the only Loop Qualification restriction on YZP/AS IS orders is Loop Length. Therefore, the YZP/AS IS Level of Disaggregation below will only measure the accuracy of LMU for Loop Length. The other three categories will be reported for Diagnostic purposes. Identification of incorrect loop qualification response will be described in the Business Rule section below.	
<b>Exclusions:</b>	
Circuits that require conditioning if originally ordered YZP or 'AS IS' based on accurate loop makeup information.	

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### Business Rules:

This measure assesses whether SBC Ameritech is able to provide a loop in response to a CLEC order that, based upon the loop qualification information provided by SBC Ameritech in response to the CLEC request, correctly reflects the specifications communicated on the Loop Qualification response.

Outlined below is what will count as an inaccurate record in each criteria:

#### **Loop Length:**

##### **YZP/AS IS:**

If Loop Makeup information says that the loop length is within YZP parameters (<17.5 kft), however the Loop is discovered to be outside of the parameters, SBC will count this Loop Makeup as inaccurate.

##### **Standard Ordering (Non YZP/AS IS):**

When there is a published Loop Length specification as it pertains to either SPEC code or product availability, if the inaccurate record shows loop length within the published specification, when in reality they are not, SBC will consider this an inaccurate LMU.

#### **Bridge/Load/Repeater:**

##### **YZP/AS IS:**

If, during the YZP/AS IS trouble process, Load or Repeaters are discovered that were not accurately reflected in Loop Qualification at that time, SBC will consider such record inaccurate. If, during the YZP/AS IS trouble process, Bridge Tap is found to be excessive that was not Excessive in Loop Makeup at that time, SBC will consider such record inaccurate.

##### **Standard Ordering (Non YZP/AS IS):**

If Loop Qualification either shows a Load or Repeater exists when it does not, causing CLEC to update SPEC code, SBC will consider such record inaccurate. If order completes, effect would be CLEC opens trouble ticket. If Loop Qualification either shows a Load or Repeater does not exist when it does, causing CLEC to update SPEC code. If order completes, CLEC would open trouble ticket.

Three activities will identify when an incorrect Loop Makeup was provided to the CLEC that inhibited provisioning of a DSL order:

- A specific jeopardy will be sent (identifying the need for the CLEC to adjust the SPEC code to reflect the LMU of the loop actually available for provisioning),
- An Installation trouble report will be opened (to remedy one of the four categories of loop qualification described above), or
- A subsequent conditioning-only order was required for bridge, load or repeaters.

Included in the denominator are all DSL loop orders completed within the report period, along with all cancelled DSL loop orders for which jeopardies are returned to CLECs indicating that specifications of the loop available for provisioning does not match the specifications provided on the Loop Qualification response. The numerator will include only those orders that complete without a jeopardy (as described above) being issued, without an installation trouble report requiring conditioning to be added, and without a subsequent conditioning only order being required.

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Levels of Disaggregation:					
DSL actual Loop Makeup Information provided: Manually <ul style="list-style-type: none"><li>Standard Ordering (Non YZP/AS IS)</li><li>YZP/AS IS Loop length only</li><li>YZP/AS IS-bridge/load/repeaters (Diagnostic only)</li></ul> Electronically <ul style="list-style-type: none"><li>Standard Ordering (Non YZP/AS IS)</li><li>YZP/AS IS Loop length only</li><li>YZP/AS IS-bridge/load/repeaters (Diagnostic only)</li></ul>					
Calculation:			Report Structure:		
(Number of DSL Loop orders installed without a related installation trouble report requiring conditioning, without a subsequent conditioning-only order, and without issuance of a jeopardy for loop qual data issue) ÷ (Total DSL loop orders completed and DSL loop orders cancelled due to jeopardy for loop qual data) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Med	Med	Med	Med	Med
Benchmark:					
YZP/AS IS: Parity with SBC/Ameritech DSL Affiliate Standard Ordering (Non-YZP/AS IS): 95% Benchmark Tier 1/Tier 2 Diagnostic for the YZP/AS IS-bridge/load/repeater disaggregation.					

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<b>2. Percent Responses Received within “X” seconds – OSS Interfaces</b>	
<b>Definition:</b>	
The percent of responses completed in “x” seconds for pre-order interfaces (WebVerigate, EDI and CORBA ) by function.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
<p>Timestamps for the interfaces (WebVerigate, EDI and CORBA) are taken at the SBC Pre-Order Adapter and do not include transmission time through the xRAF or protocol translation times. The clock starts on the date/time when the query is received by the SBC Pre-Order Adapter and stops at the date/time the SBC Pre-Order Adapter passes the response back to the interfacing application (WebVerigate, EDI pre-order or CORBA). The response time is measured only within the published hours of interface availability as posted on the CLEC On-line website.</p> <p><a href="https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS%20Hours%20of%20Operation.xls">https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS Hours of Operation.xls</a></p> <p>For the protocol translation response times, interface input times start at the time the interface receives the pre-order query request from the CLEC and the end time is when the connection is made to the SBC Pre-Order Adapter for processing. Interface output times start when the interface receives the response message back from SBC Pre-Order Adapter and the end time is when the message is sent to the CLEC.</p> <p>If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.</p>	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Address Verification</li> <li>• Telephone Number Assignment (includes inquiry, reservation, confirmation and cancellation transactions)</li> <li>• Customer Service Inquiry (CSI) &lt;= 30 WTNs (Also broken down for Lines as required for DIDs).</li> <li>• Customer Service Inquiry (CSI) &gt; 30 WTNs/lines</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</li> <li>• Design Loop Makeup Information requested (includes Pre-Qual transactions)</li> <li>• Protocol translation time – EDI (includes input and output times)</li> <li>• Protocol translation time – CORBA (includes input and output times)</li> <li>• Protocol translation time – Web Verigate (includes input and output times)</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>

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(# of responses within each time interval ÷ total responses) * 100	Reported for a CLEC, all CLECs, and SBC affiliate where applicable (or SBC acting on behalf of its' affiliate), by interface.				
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Med	Med	Med	Med	Med
Benchmark:					
No damages will apply to the Protocol Translation Times for Web Verigate. No damages apply to the disaggregation for CSIs with greater than 30 WTNs/lines. Critical z-value does not apply.					
Measurement			Web Verigate, EDI and CORBA		
Address Verification			95% in <= 10 seconds		
Telephone Number Assignment (includes inquiry, reservation, confirmation and cancellation transactions)			95% in <= 10 seconds		
Customer Service Inquiry < or = 30 WTNs/lines			95% in <= 15 seconds		
Customer Service Inquiry > 30 WTNs/lines			95% in <= 60 seconds diagnostic		
Service Availability			95% in <= 13 seconds		
Service Appointment Scheduling (Due Date)			95% in <= 5 seconds		
Dispatch Required			95% in <= 19 seconds		
PIC			95% in <= 25 seconds		
Actual Loop Makeup Information requested (5 or less loops searched)			95% in <= 30 seconds		
Actual Loop Makeup Information requested (greater than 5 loops searched)			95% in <= 60 seconds		
Design Loop Makeup Information requested (includes Pre-Qual transactions)			95% in <= 15 seconds		
Protocol Translation Time – EDI (input and output)			95% in <= 4 seconds		
Protocol Translation Time – CORBA (input and output)			95% in <= 1 seconds		
Protocol Translation Time – Web Verigate (input and output)			95% in <= 1 second diagnostic		

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<b>4. OSS Interface Availability</b>
<b>Definition:</b>
Percent of time OSS interface is available compared to scheduled availability.
<b>Exclusions:</b>
Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.
<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 SBC/Ameritech plans to offer and support CLEC access to SBC/Ameritech’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 SBC/Ameritech interface is capable of accepting or receiving CLEC transactions or data files for processing through the interface and supporting operational support systems (OSS). The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the “Percent System Availability” measure. (SBC/Ameritech will not schedule normal system maintenance during normal business hours (8:00 a.m. to 5:30 p.m. central time, Monday through Friday)).</p> <p>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 SBC/Ameritech’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, the full duration of the unavailability will be counted, to the nearest minute, and no availability factor will be applied. SBC/Ameritech shall calculate the availability time rounded to the nearest minute.</p>
<b>Levels of Disaggregation:</b>
<ul style="list-style-type: none"> <li>• TCNET (only through retirement)</li> <li>• EBTA</li> <li>• EBTA GUI</li> <li>• BOP-GUI (as it is implemented in the SBC/Ameritech region)</li> <li>• Web LEX</li> </ul> <p>EDI Ordering Protocols</p> <ul style="list-style-type: none"> <li>• EDI VAN</li> <li>• EDI SSL3</li> <li>• NDM</li> </ul> <ul style="list-style-type: none"> <li>• Web Verigate</li> <li>• Web Toolbar</li> <li>• ARAF</li> <li>• EDI Pre-order</li> <li>• CORBA Pre-order</li> </ul>

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Calculation:		Report Structure:			
[(Hours functionality is available during the scheduled available hours) ÷ Scheduled system available hours] * 100	Reported on a total wholesale basis across the SBC/Ameritech region (Company level reporting).		.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	None	None	None	None	None
Tier 2	High	High	Med	High	High
Benchmark:					
99.5%. The critical-z allowance does not apply on this measurement .					



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### 5. Percent Firm Order Confirmations (FOCs) Returned Within “X” Hours/Days

#### 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:

- Rejected (manual and electronic) service requests.
- SBC/Ameritech retail disconnect orders in conjunction with wholesale migrations.
- Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at:  
<https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls>.  
and  
<https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls>.  
(The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.)
- Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.
- DSL orders rejected for incomplete or incorrect LSR.
- DSL orders denied for pair gain.
- SBC/Ameritech Only Disconnect orders
- Weekends and Holidays for Manual; Non-System Processing Hours for Electronic.

#### Business Rules:

Orders are measured according to how the service order was submitted to SBC/Ameritech (i.e., electronically or manually) and are included in these disaggregations regardless of how they are processed. SBC/Ameritech will measure unsolicited FOCs as jeopardies.

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, as posted on the Internet. If the receipt time is outside of normal business hours, then the start date/time is set to the beginning of the next business day.

#### Electronically Submitted Requests:

FOC business rules are established to reflect the electronic normal hours of operation, as posted on the Internet. For electronically processed service requests, the start date and time is the receive date and time that is automatically populated by the interface. The end date and time is recorded by the interface and reflects the date and time the FOC is sent/made available to the CLEC.

- LSRs Received and Processed Electronically: Hours used in the calculation are the hours of system availability. Time outside of the published hours of availability is

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excluded from the calculation.

- If the LSR is received during scheduled system down time, the clock starts at the first scheduled time of system availability subsequent to the receipt date/time of the LSR.
- If the FOC is sent during a scheduled system down time, the clock stops at the first scheduled time of system availability subsequent to the date/time the FOC was sent/made available to the CLEC.
- If both the LSR is received and the FOC is sent within a continuous uninterrupted down-time period and entirely outside the published hours of availability, the receipt to FOC interval will be one minute.

### **Manually Submitted and/or Manually Processed Requests:**

Manual requests are those initiated via the CLEC by fax. Manually processed requests include those manually submitted plus those electronically submitted that require manual intervention. The receive date and times are recorded and input on each request in the ordering system for each FOC opportunity. The end times are the dates and times the FOCs are sent back to the CLEC.

- Hours used in the calculation are the Local Service Center (LSC) hours of operation.
  - Where If a request is received Monday through Friday between 7:00 a.m. to 5:00 p.m., the valid start time will be the actual receipt time.
  - If the request is received Monday through Thursday after 5:00 p.m. and before 7:00 a.m. the next day, the valid start time will be the next business day at 7:00 a.m.
  - If the request is received Friday after 5:00 p.m. and before 7:00 a.m. Monday, the valid start time will be at 7:00 a.m. Monday.
  - If the request is received on a holiday (anytime), the valid start time will be the next business day at 7:00 a.m.
  - The returned confirmation to the CLEC will establish the end date/time. Where disaggregations reflect “clock hours” a 24-hour rolling clock will be used between 12:00 a.m. Monday and 11:59 p.m. Friday. Where disaggregations reflect “business hours” the time will be measured from 7:00 a.m. to 5:00 p.m. Monday through Friday CST.

Orders for the Broadband Service product are included in the disaggregated measures.

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 Loop Qual system. The End date and time is when the fax is sent back to the CLEC.

For orders where FOC times are negotiated with the CLEC, the entry on the ACIS service order is used in the calculation. The request type is determined from the order class and order type tables to report the various levels of disaggregation.

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

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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 and reflects the date and time the FOC is sent/made available to the CLEC.

### **Manually and Electronically Submitted Requests:**

For Interconnection Trunk Orders, SBC/Ameritech will attempt to contact CLEC with questions on interconnection trunk orders at least 2 days prior to FOC due date. This process will be in place until Ameritech institutes a reject process for these type orders.

### **Levels of Disaggregation:**

#### **Manually Submitted Requests:**

- Simple Res. And Bus. < 24 Clock Hours
- Complex Business (1-200 Lines) < 24 Clock Hours
- Complex Business (>200 Lines) < 48 Clock Hours
- UNE Loop (1-49 Loops) < 24 Clock Hours
- UNE Loop (>49 Loops) < 48 Clock Hours
- Switch Ports < 24 Clock Hours
- CIA Centrex (1-200 Lines) < 24 Clock Hours
- CIA Centrex (>200 Lines) < 48 Clock Hours
- UNE P Simple Res and Bus < 24 Clock Hours
- UNE P Complex Business (1-200 Lines) < 24 Clock Hours
- UNE P Complex Business (>200 Lines) < 48 Clock Hours
- UNE xDSL Capable Loop (1-49 Loops) < 24 Clock Hours
- UNE xDSL Capable Loop (> 49 Loops) < 48 Clock Hours
- Line Sharing (1-49 Loops) < 24 Clock Hours
- Line Sharing (>49 Loops) < 48 Clock Hours
- Simple Residence and Business LNP Only (1-19 Lines) < 24 Clock Hours
- LNP with Loop (1-19 Loops) < 24 Clock Hours
- Simple Residence and Business LNP Only (>19 Lines) < 48 Clock Hours
- LNP with Loop (>19 Loops) < 48 Clock Hours
- LNP Complex Business (1-19 Lines) < 24 Clock Hours
- LNP Complex Business (>19 Lines) < 48 Clock Hours

#### **Electronically Submitted Requests:**

- Simple Res. And Bus. – Manually Processed < 5 Business Hours
- Simple Res. And Bus. – Electronically Processed < 2 Business Hours
- Complex Business (1-200 Lines) < 24 Clock Hours
- Complex Business (>200 Lines) < 48 Clock Hours
- UNE Loop (1-49 Loops) – Manually Processed < 5 Business Hours
- UNE Loop (1-49 Loops) – Electronically Processed < 2 Business Hours
- UNE Loop (>49 Loops) < 48 Clock Hours
- Switch Ports Manually Processed < 5 Business Hours
- Switch Ports Electronically Processed < 2 Business Hours
- Unbundled Local (Dedicated) Transport-DS1 < 1 Business Day

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Unbundled Local (Dedicated) Transport-DS3 < 5 Business Days  
 CIA Centrex (1-200 Lines) < 24 Clock Hours  
 CIA Centrex (>200 Lines) < 48 Clock Hours  
 UNE P Simple Res and Bus – Manually Processed < 5 Business Hours  
 UNE P Simple Res and Bus – Electronically Processed < 2 Business Hours  
 UNE P Complex Business (1-200 Lines) < 24 Clock Hours  
 UNE P Complex Business (>200 Lines) < 48 Clock Hours  
 UNE xDSL Capable Loop (1-19 Loops) < 6 Business Hours  
 UNE xDSL Capable Loop (> 19 Loops) < 14 Business Hours  
 Line Sharing (1-49 Loops) < 6 Business Hours  
 Line Sharing (>49 Loops) < 14 Business Hours  
 Simple Residence and Business LNP Only (1-19 Lines) – Electronically Processed < 2 Business Hours  
 Simple Residence and Business LNP Only (1-19 Lines) – Manually Processed < 5 Business Hours  
 LNP with Loop (1-19 Loops) Manually Processed < 5 Business Hours  
 LNP with Loop (1-19 Loops) Electronically Processed < 2 Business Hours  
 Simple Residence and Business LNP Only (>19 Lines) < 48 Clock Hours  
 LNP with Loop (>19 Loops) < 48 Clock Hours  
 LNP Complex Business (1-19 Lines) < 24 Clock Hours  
 LNP Complex Business (>19 Lines) < 48 Clock Hours  
 EELs - diagnostic

### **Manually and Electronically Submitted Requests:**

Interconnection Trunks (< 5 DS1) < 6 days  
 Interconnection Trunks (>= 5 DS1) and all orders identified as part of a project < 8 days

NOTE: Orders are measured according to how the Service Order was received via SBC/Ameritech (i.e. electronically or manually) and are included in these disaggregations regardless of how they are processed. SBC/Ameritech will measure unsolicited FOCs as jeopardizes.

Calculation:		Report Structure:			
# of FOCs returned within “X” hours/days ÷ total FOCs sent) * 100		Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Med	Med	Med	Med	Med
<ul style="list-style-type: none"><li>• Tail remedies will be paid at the Tier 1 level only.</li><li>• Tail remedies do not apply to the electronic-electronic disaggregations.</li></ul>					
Orders that were included in the tail calculation, but met the FOC benchmark, shall not be included as occurrences subject to tail remedies.					

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### **Benchmark:**

- All disaggregations – 95%; except  
Complex Bus - 94%,  
UNE Loop > 49 Loops - 94%,  
Manually submitted UNE xDSL Capable Loop (1-49 Loops) - 94%, and  
Manually submitted Line Sharing (1-49 Loops) – 94%
- The Average for the remainder of each measure disaggregated shall not exceed 20% of the established benchmark.
- All electronic-electronic disaggregations are combined to a summary level for remedy calculations.
- EELs are diagnostic until the next six-month review.

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5.2 Percentage of Unsolicited FOCs by Reason Code	
<b>Definition:</b>	
The number of Unsolicited FOCs sent to the CLECs generally categorized by reason codes identified in the levels of disaggregations, divided by Total Unsolicited FOCs	
<b>Exclusions:</b>	
CLEC Caused Errors	
<b>Business Rules:</b>	
This measure reports on the breakdown, by general Reason Code category, of the various Unsolicited FOCs that are sent to the CLEC.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Cancel Customer Order</li> <li>• Add Service Order Number and or Line</li> <li>• Cancel Service Order</li> <li>• Service Order Due Date Change</li> <li>• Service Order Line Change</li> </ul>	
Calculation:	Report Structure:
(Total Number of Unsolicited FOCs per general category ÷ Total # of Unsolicited FOCs) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

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### 6. Average Time To Return FOC

#### Definition:

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

#### Exclusions:

- SBC/Ameritech retail disconnect orders conjunction with wholesale migrations.
- Rejected (manual and electronic) service requests.
- Rejected (manual and electronic) service requests.
- Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at:  
<https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls>  
and  
<https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls>.  
(The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.)
- Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response time.
- DSL orders rejected for incomplete or incorrect LSR.
- DSL orders denied for pair gain.
- SBC/Ameritech Only Disconnect orders
- Weekends and Holidays for Manual; Non-System Processing Hours for Electronic.

#### Business Rules:

Orders are measured according to how the service order was submitted to SBC/Ameritech (i.e., electronically or manually) and are included in these disaggregations regardless of how they are processed. FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, as posted on the Internet. If the receipt time is outside of normal business hours, then the start date/time is set to the beginning of the the next business day. SBC/Ameritech will measure unsolicited FOCs as jeopardies.

#### Electronically Submitted Requests:

FOC business rules are established to reflect the electronic normal hours of operation, as posted on the Internet. For electronically processed service requests, the start date and time is the receive date and time that is automatically populated by the interface. The end date and time is recorded by the interface and reflects the date and time the FOC is sent/made available to the CLEC.

- LSRs Received and Processed Electronically: Hours used in the calculation are the hours of system availability. Time outside of the published hours of availability is excluded from the calculation.
  - If the LSR is received during scheduled system down time, the clock starts at the first scheduled time of system availability subsequent to the receipt

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date/time of the LSR.

- If the FOC is sent during a scheduled system down time, the clock stops at the first scheduled time of system availability subsequent to the date/time the FOC was sent/made available to the CLEC.
- If both the LSR is received and the FOC is sent within a continuous uninterrupted down-time period and entirely outside the published hours of availability, the receipt to FOC interval will be one minute.

### **Manually Submitted and/or Manually Processed Requests:**

Manual requests are those initiated via the CLEC by fax. Manually processed requests include those manually submitted plus those electronically submitted that require manual intervention. The receive date and times are recorded and input on each request in the ordering system for each FOC opportunity. The end times are the dates and times the FOCs are sent back to the CLEC.

- Hours used in the calculation are the Local Service Center (LSC) hours of operation.
  - If a request is received Monday through Friday between 7:00 a.m. to 5:00 p.m., the valid start time will be the actual receipt time.
  - If the request is received Monday through Thursday after 5:00 p.m. and before 7:00 a.m. the next day, the valid start time will be the next business day at 7:00 a.m.
  - If the request is received Friday after 5:00 p.m. and before 7:00 a.m. Monday, the valid start time will be at 7:00 a.m. Monday.
  - If the request is received on a holiday (anytime), the valid start time will be the next business day at 7:00 a.m.
  - Where disaggregations reflect “clock hours” a 24-hour rolling clock will be used between 12:00 a.m. Monday and 11:59 p.m. Friday. Where disaggregations reflect “business hours” the time will be measured from 7:00 a.m. to 5:00 p.m. Monday through Friday CST.

Orders for the Broadband Service product are included in the disaggregated measures.

Manual service order requests are those initiated via the CLEC by fax. The receive date and times are recorded and input on each service order in the ordering system for each FOC opportunity. The end times are the dates and times the FOCs are sent back to the CLEC via EDI-to-Fax.

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. The End date and time is when the fax is sent back to the CLEC.

For orders where FOC times are negotiated with the CLEC, the entry on the ACIS service order is used in the calculation. The request type is determined from the order class and order type tables to report the various levels of disaggregation.

For DSL orders that require manual loop makeup information after the receipt of the LSR



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(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 LoopQual system. The End date and time is automatically recorded by the interface and reflects the date and time the FOC is sent/made available to the CLEC.

For Interconnection Trunk Orders, SBC/Ameritech will attempt to contact CLEC with questions on interconnection trunk orders at least 2 days prior to FOC due date. This process will be in place until SBC/Ameritech institutes a reject process for these type orders.

Measurement is disaggregated according to product type and order size only, and includes orders submitted either electronically or manually.

### **Levels of Disaggregation:**

#### **Manually Submitted Requests:**

- Simple Res. And Bus.
- Complex Business (1-200 Lines)
- Complex Business (>200 Lines)
- UNE Loop (1-49 Loops)
- UNE Loop (>49 Loops)
- Switch Ports
- CIA Centrex (1-200 Lines)
- CIA Centrex (>200 Lines)
- UNE P Simple Res. And Bus.
- UNE P Complex Business (1-200 Lines)
- UNE P Complex Business (>200 Lines)
- UNE xDSL Capable Loop (1-49 Loops)
- UNE xDSL Capable Loop (> 49 Loops)
- Line Sharing (1-49 Loops)
- Line Sharing (>49 Loops)
- Simple Residence and Business LNP Only (1-19 Lines)
- LNP with Loop (1-19 Loops)
- Simple Residence and Business LNP Only (>19 Lines)
- LNP with Loop (>19 Loops)
- LNP Complex Business (1-19 Lines)
- LNP Complex Business (>19 Lines)

#### **Electronically Submitted Requests:**

- Simple Res. And Bus. – Electronically Processed
- Simple Res. And Bus. – Manually Processed
- Complex Business (1-200 Lines)
- Complex Business (>200 Lines)
- UNE Loop (1-49 Loops) – Electronically Processed
- UNE Loop (1-49 Loops) – Manually Processed
- UNE Loop (>49 Loops)

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- Switch Ports Electronically Processed
- Switch Ports Manually Processed
- Unbundled Local (Dedicated) Transport-DS1 <1 Business Day
- Unbundled Local (Dedicated) Transport-DS3 <5 Business Days
- CIA Centrex (1-200 Lines)
- CIA Centrex (>200 Lines)
- UNE P Simple Res. And Bus. – Electronically Processed
- UNE P Simple Res. And Bus. – Manually Processed
- UNE P Complex Business (1-200 Lines)
- UNE P Complex Business (>200 Lines)
- UNE xDSL Capable Loop (1-19 Loops)
- UNE xDSL Capable Loop (> 19 Loops)
- Line Sharing (1-49 Loops)
- Line Sharing (>49 Loops)
- Simple Residence and Business LNP Only (1-19 Lines) – Electronically Processed
- Simple Residence and Business LNP Only (1-19 Lines) – Manually Processed
- LNP with Loop (1-19 Loops)
- Simple Residence and Business LNP Only (>19 Lines)
- LNP with Loop (>19 Loops)
- LNP Complex Business (1-19 Lines)
- LNP Complex Business (>19 Lines)
- EELs

### **Manually and Electronically Submitted Requests:**

- Interconnection Trunks (<5 DS1)
- Interconnection Trunks (>= 5 DS1) and all orders identified as part of a project

<b>Calculation:</b>	<b>Report Structure:</b>
$\Sigma[(\text{Date and Time of FOC}) - (\text{Date and Time of Order Acknowledgment})] \div \text{Total FOCs}$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

7. Percent Mechanized Completions Returned Within One Hour of Completion in Ordering Systems	
<b>Definition:</b>	
Percent mechanized completions sent/made available to the CLEC within one hour of completion.	
<b>Exclusions:</b>	
Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.	
<b>Business Rules:</b>	
The elapsed time for a completion is calculated based on the time the last service order, which establishes service, is completed in the wholesale Local Service Request (LSR) system, to the actual time the completion is sent/made available to the CLEC. For example, if a service request has multiple orders, the start time would be when the last service order was completed in the LSR processing system. The calculation is based on system processing hours. System processing hours can be found on CLEC On-line at: <a href="https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS Hours of Operation.xls">https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS Hours of Operation.xls</a>	
<b>Levels of Disaggregation:</b>	
None	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of mechanized completions sent/made available to CLEC within 1 hour ÷ total mechanized completions) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
97% for IN, MI, OH, WI, IL	

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7.1 Percent Mechanized Completions Returned Within One Day Of Work Completion					
Definition:					
Percent mechanized completions sent/made available within one day.					
Exclusions:					
<ul style="list-style-type: none"><li>Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.</li><li>CLEC-caused misses and delays</li></ul>					
Business Rules:					
Days are calculated by subtracting the date the completion notification was sent/made available to the CLEC minus the work completion date. The calculation is based on system processing days. System processing hours can be found on CLEC On-line at: <a href="https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS_Hours_of_Operation.xls">https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS Hours of Operation.xls</a>					
Levels of Disaggregation:					
<ul style="list-style-type: none"><li>Resale</li><li>UNEs</li><li>UNE-P</li><li>LNP Only</li></ul>					
Calculation:			Report Structure:		
(# of mechanized completions sent/made available to the CLEC within 1 day of work completion ÷ total mechanized completions) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None
Benchmark:					
97% for IN, MI, OH, WI, IL					

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8. Average Time to Return Mechanized Completions	
<b>Definition:</b>	
Average time required to send/make available a mechanized completion to a CLEC.	
<b>Exclusions:</b>	
Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.	
<b>Business Rules:</b>	
The elapsed time for a completion is calculated based on the time the last service order, which establishes service, is completed in the wholesale Local Service Request (LSR) system and the actual time the completion is sent/made available to the CLEC. For example, if a service request has multiple orders, the start time would be when the last service order was completed in the LSR processing system. The calculation is based on system processing hours. System processing hours can be found on CLEC On-line at: <a href="https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS Hours of Operation.xls">https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS Hours of Operation.xls</a>	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Resale</li> <li>• UNEs</li> <li>• UNE-P</li> </ul>	
Calculation:	Report Structure:
$\Sigma[(\text{Date and Time of Notice Of Completion sent/made available to the CLEC}) - (\text{Date and Time the last order is completed in the LSR system})] \div \text{Total Mechanized Completions}$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

9. Percent Rejects	
<b>Definition:</b>	
The number of rejects compared to the issued orders for orders submitted via the electronic interfaces	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.</li> <li>Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at:  <a href="https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls">https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls</a>.  and  <a href="https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls">https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls</a>. </li> </ul> <p>(The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.).</p>	
<b>Business Rules:</b>	
A rejected order does not pass edit checks or other edits prior to the order being distributed. This measure includes all orders that are submitted through an electronic interface, regardless of whether the order was processed electronically or manually.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>CLEC Caused Reject</li> <li>SBC/Ameritech Caused Rejects (Re-flowed Orders)</li> </ul>	
Calculation:	Report Structure:
(# of rejects ÷ total unique orders and supplements for electronic interfaces) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

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10. Percent Rejects Returned Within “X” Hours					
Definition:					
Percent rejects returned within “X” Hours.					
Exclusions:					
<ul style="list-style-type: none"><li>Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s Performance shall not include Service Bureau Provider processing, availability or response time.</li><li>Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at: <a href="https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls">https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls</a> and <a href="https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls">https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls</a>.  (The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.)</li></ul>					
Business Rules:					
The start time used is the date and time the LSR is received. The end time is the date and time the reject notice is sent/made available to the CLEC. This measure includes all rejects regardless of how the order was initially submitted or processed (i.e., electronically or manually). The calculation is based on system processing hours for auto/auto and LSC processing hours for auto/manual and manual/manual.					
Levels of Disaggregation:					
<ul style="list-style-type: none"><li>Mechanized Rejects (A/A)</li><li>Manual Rejects Received Electronically (A/M)</li><li>Manual Rejects Received Manually (M/M)</li></ul>					
Calculation:			Report Structure:		
(# of rejects sent/made available within “X” Hours ÷ total rejects) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Med	Med	Med	Med	Med
Tier 2	None	None	None	None	None
With Remedy Cap					
Benchmark:					
95% Mechanized Rejects within 2 Hours					
95% Manual Rejects Received Electronically within 8 Hours					
95% Manual Rejects Received Manually within 24 Hours					

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

10.4 Percentage of Orders Given Jeopardy Notices	
<b>Definition:</b>	
Percentage of orders given jeopardy notices measures the number of orders for which jeopardy notices are sent to customers as a percentage of the total number of orders due in the calendar month.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• CLEC End User-Initiated Jeopardy Codes.</li> <li>• Service orders that fall into, or are completed thru, the FMOD process.</li> </ul>	
<b>Business Rules:</b>	
An 870 is a jeopardy notice that is sent to the CLEC to notify them that an order's confirmed due date is in jeopardy of being missed. Unsolicited FOCs will be counted as Jeopardies.	
<b>Levels of Disaggregation:</b>	
Resale POTS <ul style="list-style-type: none"> <li>• Field Work (FW)</li> <li>• Non-Field Work (NFW)</li> </ul> Resale Specials <ul style="list-style-type: none"> <li>• Field Work (FW)</li> <li>• Non-Field Work (NFW)</li> </ul> Unbundled Loops <ul style="list-style-type: none"> <li>• Field Work (FW)</li> <li>• Non-Field Work (NFW)</li> </ul> UNE-P <ul style="list-style-type: none"> <li>• Field Work (FW)</li> <li>• Non-Field Work (NFW)</li> </ul>	
Calculation:	Report Structure:
$\left[ \frac{(\# \text{ of orders receiving jeopardy notices})}{(\text{Total orders due in the calendar month})} \right] * 100$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 - None Tier 2 - None	
<b>Benchmark:</b>	
Not to exceed 5% of orders given jeopardy notices.	



## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

11. Mean Time to Return Mechanized Rejects	
<b>Definition:</b>	
Average time required to send/make available a mechanized reject.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.</li> </ul> <p>Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at:  <a href="https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls">https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls</a>.  <a href="https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls">https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls</a>.</p> <p>(The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.)</p>	
<b>Business Rules:</b>	
<p>The start time used is the date and time the reject is sent/made available to the Local Service Request (LSR) processing system, and the end time is the date and time the reject notice is sent/made available to the CLEC. This measure includes all rejects regardless of how the order was initially submitted or processed (i.e., electronically or manually). The calculation is based on system processing hours for auto/auto and LSC processing hours for auto/manual and manual/manual.</p>	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>Mechanized Rejects (A/A)</li> <li>Manual Rejects Received Electronically (A/M)</li> <li>Manual Rejects Received Manually (M/M)</li> </ul>	
Calculation:	Report Structure:
$\Sigma[(\text{Date and Time reject sent/made available}) - (\text{Date and Time of Order receipt})] \div \text{total rejects}$	Reported for CLEC all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
<p>Tier 1 – None</p> <p>Tier 2 – None</p>	
<b>Benchmark:</b>	
Diagnostic	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

12. Mechanized Provisioning Accuracy						
Definition:						
Percent of mechanized orders completed as ordered.						
Exclusions:						
Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.						
Business Rules:						
This measurement compares the USOCs ordered on a mechanized order, to the copy of the order which updates the customer billing database.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
(# of orders completed as ordered ÷ total orders) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	Low	Low	Med	Low	Low	
Benchmark:						
Parity						

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13. Order Process Percent Flow Through						
Definition:						
Percent of orders from receipt to distribution that progress mechanically through to SBC/Ameritech provisioning systems.						
Exclusions:						
<ul style="list-style-type: none"><li>• Orders both electronically generated and rejected if error is caused by CLEC.</li><li>• Manually received orders</li><li>• Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.</li></ul>						
Business Rules:						
The number of eligible orders, that flow through SBC/Ameritech’s ordering systems without manual intervention, divided by the total number of eligible electronically generated orders within the reporting period. Manually intervened orders that are electronically generated are considered failed pass-through. Orders that fall out after receipt, but are not rejected back to CLEC due to CLEC caused errors, will be included as failed pass-through occurrences. This measure is based on orders designed to flow through.						
Levels of Disaggregation:						
<ul style="list-style-type: none"><li>• UNE Loops</li><li>• Resale</li><li>• UNE-P</li><li>• LNP</li><li>• LSNP</li><li>• Line Sharing</li></ul>						
Calculation:			Report Structure:			
(# of orders that flow through ÷ total eligible electronic orders) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	High	High	Med	High	High	
Benchmark:						
95% for UNE Loops; Parity with SBC/Ameritech Retail for other disaggregations.						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

13.1 Total Order Process Percent Flow Through	
<b>Definition:</b>	
Percent of EDI orders from entry to distribution that progress through SBC/Ameritech ordering systems without manual intervention.	
<b>Exclusions:</b>	
Excludes rejected orders	
<b>Business Rules:</b>	
The number of orders that flow through SBC/Ameritech's ordering systems and are distributed in the Service Order System without manual intervention, divided by the total number of orders submitted via EDI within the reporting period.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Resale</li> <li>• UNE Loops</li> <li>• LNP</li> <li>• LSNP</li> <li>• UNE-P</li> <li>• Line Sharing</li> </ul>	
Calculation:	Report Structure:
(# of orders that flow through ÷ total orders) * 100	Reported by CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

## Billing

<b>14. Billing Accuracy</b>	
<b>Definition:</b>	
SBC/Ameritech performs audits on three billing systems: ACIS (Retail), RBS (Wholesale) and CABS (Access) to ensure the accuracy of the bills rendered to its customers.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The purpose of these audits is to review and recalculate for services billed in the five states. This is to ensure that monthly bills sent to the CLECs, and retail customers are rated accurately according to the billing tables. This is performed by extracting recurring, non-recurring, and usage elements from the above listed billing systems and comparing the billed elements to expected results. For all validations performed, the number of elements that have been released prior to correction (bills are audited for accurate calculations) are counted as an error against the total elements audited.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Resale Monthly Recurring/Non-recurring</li> <li>• Resale Usage/Unbundled Local Switching</li> <li>• Other Unbundled Network Elements</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of elements not corrected prior to bill release ÷ total elements audited) * 100	Reported for the aggregate of all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate. Reported on an SBC/Ameritech Company basis.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
<b><u>Parity</u></b>	<b><u>Retail Comparison</u></b>
1. Resale Monthly Recurring/Non-Recurring	Retail
2. Resale Usage/Unbundled Local Switching	Retail
3. Other Unbundled Network Elements	Access

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

15. Percent of Accurate and Complete Formatted Mechanized Bills Via EDI or BDT						
Definition:						
The percent of monthly bills sent to the CLECs via the mechanized process that are accurate and complete.						
Exclusions:						
None						
Business Rules:						
Billing accuracy is based upon many factors including: totaling, formatting, content and syntax. The EDI disaggregation includes all mechanized bills that are not BDT.						
Levels of Disaggregation:						
<ul style="list-style-type: none"><li>• EDI</li><li>• BDT</li></ul>						
Calculation:			Report Structure:			
(# of accurate and complete formatted bills ÷ total bills) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	High	High	Med	High	High	
Benchmark:						
99%						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

16. Percent of Usage Records Transmitted Correctly						
Definition:						
The percent of usage records transmitted correctly on the Daily Usage extract feed.						
Exclusions:						
CLEC-caused errors.						
Business Rules:						
Controls and edits within the billing process 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. The usage records retransmitted due to SBC/Ameritech caused errors are counted in this measure.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
(# of usage records transmitted correctly ÷ total usage records transmitted) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
95%						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

17. Billing Completeness						
Definition:						
Percent of on-time service orders that post to Billing within a designated interval.						
Exclusions:						
<ul style="list-style-type: none"><li>• Feature Group A</li><li>• Feature Group B</li><li>• Feature Group D</li><li>• Wireless</li></ul>						
Business Rules:						
A service order is considered completed for Billing when the service order is posted in the Billing systems. Service orders are measured from service order completion in the Ordering system to bill posting in the Billing system. All other orders will be considered on time if posted within the first bill cycle following order completion.						
Levels of Disaggregation:						
<ul style="list-style-type: none"><li>• Lineshare</li><li>• UNE-P</li><li>• Resale</li><li>• All Other Products(UNE, EOI, ULT, EELs)</li></ul>						
Calculation:			Report Structure:			
(# of on time posted billing orders in report month ÷ total billing orders in report month) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	Med	Med	Med	Med	Med	
Benchmark:						
Parity with SBC/Ameritech Retail for UNE-P, Resale, and All Other Products. Parity with SBC/Ameritech Affiliate for the Lineshare disaggregation.						



## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

18. Billing Timeliness (Wholesale Bill)						
Definition:						
Billing Timeliness measures the length of time from the wholesale billing date (end of billing period) to the time it is transmitted to the CLEC.						
Exclusions:						
Weekends and Holidays.						
Business Rules:						
The date sent is used to gather the data for the reporting period. The measure compares the date sent for the bill to the send due date. The send due date is six business days after the wholesale bill period. For example, a CLEC with a wholesale billing date of Monday the 1 <sup>st</sup> , the transmission due date would be on the following Monday, the 8 <sup>th</sup> assuming no weekday holidays.						
Levels of Disaggregation:						
<ul style="list-style-type: none"><li>• Electronic.</li><li>• Paper</li></ul>						
Calculation:			Report Structure:			
(# of bills transmitted on time ÷ total bills released) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	High	High	Med	High	High	
Benchmark:						
95% within 6 <sup>th</sup> workday for IL, IN, MI, OH, WI.						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

19. Daily Usage Feed Timeliness	
<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>	
Weekends and Holidays.	
<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>	
None	
Calculation:	Report Structure:
(# of usage records transmitted on time ÷ total usage records) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
95% within 6 <sup>th</sup> workday	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

20. Unbillable Usage	
<b>Definition:</b>	
The percent usage data that is unbillable.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The total dollars written off by MEC (Message Error Correction) and the total value of unbillable, unrated AMA messages are divided by the total billed revenue in the calendar month.	
<b>Levels of Disaggregation:</b>	
None	
Calculation:	Report Structure:
(Total unbillable revenue ÷ total billed revenue ) * 100	Reported on an SBC/Ameritech Company basis (aggregated). Company level reporting.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

### Miscellaneous Administrative

21.1 Average Time Placed on Hold at LSC	
<b>Definition:</b>	
The average time a customer is placed on hold after the LSC has directed the call to a specific person or group.	
<b>Exclusions:</b>	
Weekends and Holidays	
<b>Business Rules:</b>	
This measurement is driven by the SBC/Ameritech call management (ACD) system and accumulates hold time data based on the primary queue. Calls are answered during normal business hours and reported via ACD reporting capabilities.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"><li>• Resale</li><li>• UNE</li><li>• DSL</li><li>• UNE-P</li></ul>	
Calculation:	Report Structure:
Total time on hold ÷ total calls answered	Reported for all calls to the LSC for all CLECs (aggregated). Company level reporting.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

22. Local Service Center (LSC) Grade Of Service (GOS)						
Definition:						
Percent of calls answered by the Local Service Center (LSC) within 20 seconds.						
Exclusions:						
Weekends and Holidays.						
Business Rules:						
The clock starts when the customer enters the queue and the clock stops when a SBC/Ameritech 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 SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech 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. LSC Hours of operation are posted on the Internet.						
Levels of Disaggregation:						
<ul style="list-style-type: none"><li>• Resale</li><li>• UNE</li><li>• DSL</li><li>• UNE-P</li></ul>						
Calculation:			Report Structure:			
# of calls answered by the LSC within a specified period of time ÷ Total calls answered			Reported for LSC and SBC/Ameritech . Reported at the Company level.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	None	None	None	None	None	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity with SBC/Ameritech Retail.						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

New Performance Measure

<b>22.1 Mechanized Customer Production Support Center (MCPSC) Grade Of Service (GOS)</b>	
<b>Definition:</b>	
Average speed of answer for calls answered by the Mechanized Customer Production Support Center (MCPSC) for the Ameritech region	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Weekends</li> <li>• Holidays</li> <li>• Outside normal business hours as defined in CLEC On-Line</li> </ul>	
<b>Business Rules:</b>	
The clock starts when the CLEC enters the queue and the clock stops when an MCPSC representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the MCPSC call management system queue until the CLEC call is transferred to MCPSC 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.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• None</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
Total amount of time between the receipt of a call to the selected regional option for the MCPSC until the call is answered by the SBC representative / Total number of calls to the selected regional option answered by the MCPSC.	Reported for Ameritech only on a regional basis.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic until the next six-month review.	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

24.1 Average Time Placed on Hold at LOC	
<b>Definition:</b>	
The average time a customer is placed on hold after the LOC has directed the call to a specific person or group.	
<b>Exclusions:</b>	
Weekends and Holidays	
<b>Business Rules:</b>	
This measurement is driven by the SBC/Ameritech call management (ACD) system and accumulates hold time data based on the primary queue. Calls are answered during normal business hours and reported via ACD reporting capabilities.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Resale</li> <li>• UNE</li> <li>• Lineshare</li> </ul>	
Calculation:	Report Structure:
Total time on hold ÷ total calls answered	Reported for all calls to the LOC for all CLECs (aggregated)
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

25. Local Operations Center (LOC) Grade Of Service (GOS)						
Definition:						
Percent of calls answered by the Local Operations Center (LOC) within 20 seconds.						
Exclusions:						
None						
Business Rules:						
The clock starts when the customer enters the queue and the clock stops when the SBC/Ameritech 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 SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech 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. LOC hours of operation are posted on the Internet.						
Levels of Disaggregation:						
<ul style="list-style-type: none"><li>• DSL Calls</li><li>• All Other Calls</li></ul>						
Calculation:			Report Structure:			
# of calls answered by the LOC within a specified period of time ÷ total calls answered			Reported for LOC and SBC/Ameritech. Reported at the Company level.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	None	None	None	None	None	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity with SBC/Ameritech Retail.						



## **RESALE POTS AND UNE LOOP AND PORT COMBINATIONS**

### **Provisioning - Resale POTS**

<b>27. Mean Installation Interval</b>
<b>Definition:</b>
Average business days from application date to completion date for N, T, C orders.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• CLEC caused and/or end-user caused misses.</li> <li>• Field Work orders – excludes customer requested due dates beyond the offer date.</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>• CIA Centrex excluded if customer requested due dates greater than 5 business days.</li> <li>• Orders that are not N, T, and C orders.</li> <li>• Orders where CLECs are charged expedite charges</li> <li>• UNE-P Orders if included in a project (order &gt;250 lines, circuits and/or telephone numbers, or mutually agreed to)</li> </ul>
<b>Business Rules:</b>
<p>The clock starts on the Application Date, which is the day that SBC/Ameritech receives a correct Service Order except in the case of a manually submitted order (facsimile, US Mail, or other hard-copy delivery service), when the clock starts at FOC date/time. The clock stops on the Completion Date, which is the day that SBC/Ameritech personnel complete the service order activity. Orders are included in the month they are posted. There are 2 types of No Field Work orders in the measurement. A) Same Day Due orders defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date; and B) 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 the interval is (Completion – Application Date). If the order is Next Day Due, then the interval is [(Completion – Next Business Day) + 1]. UNE-Ps are also reported at order level.</p> <p>If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.</p>

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Levels of Disaggregation:</b>	
<p>Geographic</p> <p>POTS</p> <ul style="list-style-type: none"> <li>• Business class of service <ul style="list-style-type: none"> <li>-- Field Work (FW)</li> <li>-- No Field Work (NFW)</li> </ul> </li> <li>• Residence class of service <ul style="list-style-type: none"> <li>-- Field Work (FW)</li> <li>-- No Field Work (NFW)</li> </ul> </li> <li>• CIA Centrex <ul style="list-style-type: none"> <li>-- Field Work (FW)</li> <li>-- No Field Work (NFW)</li> </ul> </li> </ul> <p>UNE-P</p> <ul style="list-style-type: none"> <li>• Business class of service <ul style="list-style-type: none"> <li>-- Field Work (FW)</li> <li>-- No Field Work (NFW)</li> </ul> </li> <li>• Residence class of service <ul style="list-style-type: none"> <li>-- Field Work (FW)</li> <li>-- No Field Work (NFW)</li> </ul> </li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{[\sum(\text{Completion date} - \text{application date})]}{(\text{Total orders completed})}$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
<p>Tier 1 – None</p> <p>Tier 2 – None</p>	
<b>Benchmark:</b>	
<p>Resale POTS Parity - Field Work compared to SBC/Ameritech Retail Field Work (N, T, C order types) and No Field Work compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.</p> <p>UNE-P Parity - Field Work compared to SBC/Ameritech Retail Field Work (N, T, C order types) and No Field Work compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.</p> <p>CIA Centrex Field Work Parity compared to Ameritech Centrex Field Work (N, T, C order types) and No Field Work compared to a 4-day interval.</p>	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

### 28. 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 later than or equal to the offered due date/interval or, if expedited (accepted or not accepted), the date agreed to by SBC/Ameritech. .

#### Exclusions:

- CLEC caused and/or end-user caused misses.
- All orders except N, T, and C orders. Orders where CLECs are charged expedite charges
- Facility misses as counted in PM 30.

#### Business Rules:

The clock starts on the Application Date, which is the day that SBC/Ameritech receives a correct Service Order. The clock stops on the Completion Date, which is the day that SBC/Ameritech personnel complete the service, order activity. Orders are included in the month they are posted. There are 2 types of No Field Work orders in the measurement. A) Same Day Due orders defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date; and B) 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 the interval is (Completion – Application Date). If the order is Next Day Due, then the interval is [(Completion – Next Business Day) + 1]. UNE-Ps are also reported at order level.

If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.

Due dates for Field Work orders are determined by the company offered interval at the time that the order is received, unless an expedite has been accepted by SBC/Ameritech. If the CLEC submits an expedite which is not accepted or the LSR contains an invalid due date, the SBC/Ameritech 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 SBC/Ameritech.

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Levels of Disaggregation:						
Geographic						
POTS						
<ul style="list-style-type: none"><li>• Business class of service<ul style="list-style-type: none"><li>-- Field Work (FW)</li><li>-- No Field Work (NFW)</li></ul></li><li>• Residence class of service<ul style="list-style-type: none"><li>-- Field Work (FW)</li><li>-- No Field Work (NFW)</li></ul></li><li>• CIA Centrex<ul style="list-style-type: none"><li>-- Field Work (FW)</li><li>-- No Field Work (NFW)</li></ul></li></ul>						
UNE-P						
<ul style="list-style-type: none"><li>• Business class of service (Orders included in Projects are excluded)<ul style="list-style-type: none"><li>-- Field Work (FW)</li><li>-- No Field Work (NFW)</li></ul></li><li>• Residence class of service (Orders included in Projects are excluded )<ul style="list-style-type: none"><li>-- Field Work (FW)</li><li>-- No Field Work (NFW)</li></ul></li></ul>						
Projects						
<ul style="list-style-type: none"><li>-- UNE-P (Orders &gt; 250 lines, circuits and/or telephone numbers, or mutually agreed to)</li></ul>						
Calculation:				Report Structure:		
( # of orders installed within the requested interval ÷ total number of orders ) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
<ul style="list-style-type: none"><li>• Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.</li><li>• Resale POTS No Field Work measured against a benchmark of 97%</li><li>• UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.</li><li>• UNE-P No Field Work measured against a benchmark of 97%</li><li>• CIA Centrex Field Work Parity compared to SBC/Ameritech Centrex Field Work (N, T, C order types)</li><li>• CIA Centrex No Field Work compared to 95% within a 5-day interval.</li><li>• UNE-P Projects - 95% within customer requested due date.</li></ul>						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>29. Percent SBC/Ameritech Caused Missed Due Dates</b>	
<b>Definition:</b>	
Percent of N, T, and C orders where installation was not completed by the due date as a result of a SBC/Ameritech caused missed due date.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Orders that are not N, T, or C.</li> <li>• CLEC caused and/or end-user caused misses excluded from the numerator.</li> <li>• Facility misses as counted in PM 30.</li> </ul>	
<b>Business Rules:</b>	
<p>This includes orders completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at an order level. UNE-Ps are also reported at an order level. If SBC/Ameritech reschedules the original due date without the consent of the CLEC the original due date will be the one measured against.</p> <p>This measure includes, in both the numerator and denominator, the number of orders canceled after an SBC/Ameritech-caused missed due date.</p>	
<b>Levels of Disaggregation:</b>	
<p>Geographic</p> <p>POTS</p> <ul style="list-style-type: none"> <li>• Business class of service <ul style="list-style-type: none"> <li>-- Field Work (FW)</li> <li>-- No Field Work (NFW)</li> </ul> </li> <li>• Residence class of service <ul style="list-style-type: none"> <li>-- Field Work (FW)</li> <li>-- No Field Work (NFW)</li> </ul> </li> </ul> <p>UNE-P</p> <ul style="list-style-type: none"> <li>• Business class of service <ul style="list-style-type: none"> <li>-- Field Work (FW)</li> <li>-- No Field Work (NFW)</li> </ul> </li> <li>• Residence class of service <ul style="list-style-type: none"> <li>-- Field Work (FW)</li> <li>-- No Field Work (NFW)</li> </ul> </li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of orders not completed by the due date or canceled after the due date as a result of an SBC/Ameritech cause ÷ total orders plus total orders canceled after the due date as a result of an SBC/Ameritech cause) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Measurement Type:</b>
Tier 1 – None Tier 2 – None
<b>Benchmark:</b>
<ul style="list-style-type: none"><li>• Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.</li><li>• Resale POTS No Field Work measured against a benchmark of 97%.</li><li>• UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.</li><li>• UNE-P No Field Work measured against a benchmark of 97%.</li></ul>

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

30. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities						
<b>Definition:</b>						
Percent N, T, and C orders with missed committed due dates due to lack of facilities.						
<b>Exclusions:</b>						
<ul style="list-style-type: none"><li>• Orders that are not N, T, or C.</li><li>• No Field Work (NFW) Orders</li></ul>						
<b>Business Rules:</b>						
Includes orders with a completion date that is greater than the due date based on an SBC/Ameritech missed reason code for lack of facilities. This measurement is reported at an order level.						
<b>Levels of Disaggregation:</b>						
Geographic						
POTS						
<ul style="list-style-type: none"><li>• Residence class of service<ul style="list-style-type: none"><li>-- all missed orders</li><li>-- &gt; 30 calendar days</li><li>-- &gt; 90 calendar days</li></ul></li><li>• Business class of service<ul style="list-style-type: none"><li>-- all missed orders</li><li>-- &gt; 30 calendar days</li><li>-- &gt; 90 calendar days</li></ul></li></ul>						
UNE-P						
<ul style="list-style-type: none"><li>• Residence class of service<ul style="list-style-type: none"><li>-- all missed orders</li><li>-- &gt; 30 calendar days</li><li>-- &gt; 90 calendar days</li></ul></li><li>• Business class of service<ul style="list-style-type: none"><li>-- all missed orders</li><li>-- &gt; 30 calendar days</li><li>-- &gt; 90 calendar days</li></ul></li></ul>						
<b>Calculation:</b>				<b>Report Structure:</b>		
(# of orders with missed due dates due to lack of facilities ÷ total orders completed) * 100				Reported for CLEC, all CLECs SBC/Ameritech, and SBC/Ameritech Affiliate.		
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	High	High	Med	High	High	
<b>Tier 2</b>	High	High	Med	High	High	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Benchmark:</b>
<ul style="list-style-type: none"><li>• Resale POTS Parity compared to SBC/Ameritech Retail (N, T, and C order types), Business and Residence respectively.</li><li>• UNE-P Parity compared to SBC/Ameritech Retail (N, T, and C order types), Business and Residence respectively.</li></ul>



## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>31. Average Delay Days For Missed Due Dates Due To Lack Of Facilities</b>	
<b>Definition:</b>	
Average calendar days from due date to completion date on company missed orders due to lack of facilities.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Orders that are not N, T, or C.</li> <li>• No Field Work (NFW) Orders.</li> </ul>	
<b>Business Rules:</b>	
Includes orders missed due to lack of facilities that are selected based on the missed reason code. This measure is reported at an order level..	
<b>Levels of Disaggregation:</b>	
Geographic POTS <ul style="list-style-type: none"> <li>• Business class of service</li> <li>• Residence class of service</li> </ul> UNE-P <ul style="list-style-type: none"> <li>• Business class of service</li> <li>• Residence class of service</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{\Sigma(\text{Completion date} - \text{due date}) \text{ for company missed orders due to lack of facilities}}{\text{total completed orders with a SBC/Ameritech caused missed due date due to lack of facilities}}$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
<ul style="list-style-type: none"> <li>• Resale POTS Parity compared to SBC/Ameritech Retail (N, T, and C order types), Business and Residence respectively.</li> <li>• UNE-P Parity compared to SBC/Ameritech Retail (N, T, and C order types), Business and Residence respectively.</li> </ul>	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

32. Average Delay Days For SBC/Ameritech Caused Missed Due Dates	
<b>Definition:</b>	
Average calendar days from due date to completion date on company missed orders.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Orders that are not N, T, or C.</li> <li>• Company delayed orders as a result of lack of facilities.</li> </ul>	
<b>Business Rules:</b>	
Includes orders missed due to company reasons other than lack of facilities that are selected based on the missed reason code. This measure is reported at an order level..	
<b>Levels of Disaggregation:</b>	
Geographic POTS <ul style="list-style-type: none"> <li>• Business class of service               <ul style="list-style-type: none"> <li>-- Field Work (FW)</li> <li>-- No Field Work (NFW)</li> </ul> </li> <li>• Residence class of service               <ul style="list-style-type: none"> <li>-- Field Work (FW)</li> <li>-- No Field Work (NFW)</li> </ul> </li> </ul> UNE-P <ul style="list-style-type: none"> <li>• Business class of service               <ul style="list-style-type: none"> <li>-- Field Work (FW)</li> <li>-- No Field Work (NFW)</li> </ul> </li> <li>• Residence class of service               <ul style="list-style-type: none"> <li>-- Field Work (FW)</li> <li>-- No Field Work (NFW)</li> </ul> </li> </ul>	
Calculation:	Report Structure:
$\frac{\Sigma(\text{Completion date} - \text{due date})}{\text{(total completed orders with a SBC/Ameritech caused missed due date)}}$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Benchmark:</b>
<ul style="list-style-type: none"><li>• Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.</li><li>• Resale POTS No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.</li><li>• UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.</li><li>• UNE-P No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.</li></ul>

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

33. Percent SBC/Ameritech Caused Missed Due Dates > 30 days						
Definition:						
Percent of orders where installation was completed greater than 30 calendar days following the due date.						
Exclusions:						
<ul style="list-style-type: none"><li>• Orders that are not N, T, or C.</li><li>• Facility missed orders captured in PM 30.</li></ul>						
Business Rules:						
This includes items completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at an order level.						
Levels of Disaggregation:						
Geographic						
POTS						
<ul style="list-style-type: none"><li>• Business class of service<ul style="list-style-type: none"><li>-- Field Work (FW)</li><li>-- No Field Work (NFW)</li></ul></li><li>• Residence class of service<ul style="list-style-type: none"><li>-- Field Work (FW)</li><li>-- No Field Work (NFW)</li></ul></li></ul>						
UNE-P						
<ul style="list-style-type: none"><li>• Business class of service<ul style="list-style-type: none"><li>-- Field Work (FW)</li><li>-- No Field Work (NFW)</li></ul></li><li>• Residence class of service<ul style="list-style-type: none"><li>-- Field Work (FW)</li><li>-- No Field Work (NFW)</li></ul></li></ul>						
Calculation:			Report Structure:			
(# of orders completed greater than 30 calendar days following the due date ÷ total orders completed) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	None	None	None	None	None	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Benchmark:</b>
<ul style="list-style-type: none"><li>• Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.</li><li>• Resale POTS No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.</li><li>• UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.</li><li>• UNE-P No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.</li></ul>

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>35. Percent Trouble Reports Within 30 Days (I-30) of Installation</b>	
<b>Definition:</b>	
Percent of N, T, C orders that receive a network customer trouble report within 30 calendar days of service order completion.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• 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>• Disposition codes “11”, “12”, &amp; “13” reports (excludable reports).</li> <li>• Reports caused by customer provided equipment (CPE) or wiring.</li> <li>• Trouble report received on the due date before service order completion.</li> <li>• Orders that are not N, T, or C.</li> </ul>	
<b>Business Rules:</b>	
Includes trouble reports received the day after SBC/Ameritech personnel complete the service order through 30 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 be equal to the numerator. The numerator is the number of trouble reports received on or within 30 calendar days after service order completion and closed within the reporting month. This will include troubles taken on the day of completion found to be as a result of a UNE-P conversion.	
<b>Levels of Disaggregation:</b>	
<p>Geographic</p> <p>POTS</p> <ul style="list-style-type: none"> <li>• Business class of service <ul style="list-style-type: none"> <li>-- Field Work (FW)</li> <li>-- No Field Work (NFW)</li> </ul> </li> <li>• Residence class of service <ul style="list-style-type: none"> <li>-- Field Work (FW)</li> <li>-- No Field Work (NFW)</li> </ul> </li> </ul> <p>UNE-P</p> <ul style="list-style-type: none"> <li>• Business class of service <ul style="list-style-type: none"> <li>-- Field Work (FW)</li> <li>-- No Field Work (NFW)</li> </ul> </li> <li>• Residence class of service <ul style="list-style-type: none"> <li>-- Field Work (FW)</li> <li>-- No Field Work (NFW)</li> </ul> </li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
Count of initial electronic and manual trouble reports issued on or within 30 calendar days after service order completion ÷ total orders) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Measurement Type:</b>					
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>
<b>Tier 1</b>	High	High	Med	High	High
<b>Tier 2</b>	High	High	Med	High	High
<b>Benchmark:</b>					
<ul style="list-style-type: none"> <li>• Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.</li> <li>• Resale POTS No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.</li> <li>• UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.</li> <li>• UNE-P No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.</li> </ul>					

# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

New Performance Measure

<b>35.1 Percent UNE-P Trouble Reports On the Completion Date</b>	
<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>• 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>• Reports caused by customer provided equipment (CPE) or wiring.</li> <li>• Disposition codes “11”, “12”, &amp; “13” reports (excludable reports).</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>	
Geographic <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 received on the day of service order completion ÷ total # of orders) * 100	Reported for POTS Resale by CLEC, all CLECs and SBC/Ameritech
<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.	



# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

## Maintenance - Resale POTS

37. Trouble Report Rate	
<b>Definition:</b>	
The number of customer trouble reports per 100 lines.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Subsequent reports. A subsequent report is one that is received while an existing repair report is open.</li> <li>• Reports caused by customer provided equipment (CPE) or wiring.</li> <li>• All disposition codes “11”, “12”, &amp; “13” reports (excludable reports).</li> </ul>	
<b>Business Rules:</b>	
CLEC and SBC/Ameritech repair reports are entered into and tracked in the WFA or LMOS systems. Reports are counted in the month they are closed.	
<b>Levels of Disaggregation:</b>	
Geographic POTS <ul style="list-style-type: none"> <li>• Business class of service</li> <li>• Residence class of service</li> </ul> UNE-P <ul style="list-style-type: none"> <li>• Business class of service</li> <li>• Residence class of service</li> </ul>	
Calculation:	Report Structure:
[# of customer trouble reports ÷ (total lines in service ÷ 100)]	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
<ul style="list-style-type: none"> <li>• POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively.</li> <li>• UNE-P – Parity with SBC/Ameritech Retail, Business and Residence respectively.</li> </ul>	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

37.1 Trouble Report Rate Net of Installation and Repeat Reports						
<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>• Trouble reports caused by customer provided equipment (CPE) or wiring.</li><li>• All disposition “11”, “12”, and “13” trouble reports (excludable reports).</li><li>• Trouble reports included in PM 35.</li><li>• Trouble reports included in PM 41</li></ul>						
<b>Business Rules:</b>						
CLEC and SBC/Ameritech repair reports are entered into and tracked in the LMOS system. Reports are counted in the month they post to LMOS.						
<b>Levels of Disaggregation:</b>						
Geographic						
POTS						
<ul style="list-style-type: none"><li>• Business class of service</li><li>• Residence class of service</li></ul>						
UNE-P						
<ul style="list-style-type: none"><li>• Business class of service</li><li>• Residence class of service</li></ul>						
<b>Calculation:</b>				<b>Report Structure:</b>		
(Total number of customer trouble reports net of installation and repeat reports) ÷ (Total lines in service ÷ 100)				Reported for POTS Resale trouble reports by CLEC, all CLECs and SBC/Ameritech.		
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	High	High	Med	High	High	
<b>Tier 2</b>	High	High	Med	High	High	
<b>Benchmark:</b>						
<ul style="list-style-type: none"><li>• POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively.</li><li>• UNE-P – Parity with SBC/Ameritech Retail, Business and Residence respectively.</li></ul>						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

38. Percent Missed Repair Commitments						
Definition:						
Percent of trouble reports not cleared by the commitment time due to SBC/Ameritech reasons.						
Exclusions:						
<ul style="list-style-type: none"><li>• Subsequent reports. A subsequent report is one that is received while an existing repair report is open.</li><li>• Reports caused by customer provided equipment (CPE) or wiring.</li><li>• All disposition codes “11”, “12”, &amp; “13” reports (excludable reports).</li></ul>						
Business Rules:						
The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that SBC/Ameritech personnel clear the repair activity and complete the trouble report in the work and force systems. If this is after the commitment time, the report is flagged as a “Missed Commitment.”						
Levels of Disaggregation:						
Geographic POTS <ul style="list-style-type: none"><li>• Business class of service<ul style="list-style-type: none"><li>-- Dispatch</li><li>-- No Dispatch</li></ul></li><li>• Residence class of service<ul style="list-style-type: none"><li>-- Dispatch</li><li>-- No Dispatch</li></ul></li></ul> UNE-P <ul style="list-style-type: none"><li>• Business class of service<ul style="list-style-type: none"><li>-- Dispatch</li><li>-- No Dispatch</li></ul></li><li>• Residence class of service<ul style="list-style-type: none"><li>-- Dispatch</li><li>-- No Dispatch</li></ul></li></ul>						
Calculation:				Report Structure:		
(# of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
<ul style="list-style-type: none"><li>• POTS – Parity with SBC/Ameritech Retail, Business and Residence, respectively.</li><li>• UNE-P – Parity with SBC/Ameritech Retail, Business and Residence, respectively.</li></ul>						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>39. Receipt To Clear Duration</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>• Subsequent reports. A subsequent report is one that is received while an existing repair report is open.</li><li>• Reports caused by customer provided equipment (CPE) or wiring.</li><li>• Disposition codes “11”, “12”, &amp; “13” reports (excludable reports).</li></ul>
<b>Business Rules:</b>
The clock starts on the date and time SBC/Ameritech receives a trouble report. The clock stops on the date and time that SBC/Ameritech personnel clear the repair activity and complete the trouble report in WFA or LMOS.

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Levels of Disaggregation:						
Geographic						
POTS						
<ul style="list-style-type: none"><li>• Business class of service<ul style="list-style-type: none"><li>-- Dispatch<ul style="list-style-type: none"><li>. Affecting Service</li><li>. Out of Service</li></ul></li><li>-- No Dispatch<ul style="list-style-type: none"><li>. Affecting Service</li><li>. Out of Service</li></ul></li></ul></li><li>• Residence class of service<ul style="list-style-type: none"><li>-- Dispatch<ul style="list-style-type: none"><li>. Affecting Service</li><li>. Out of Service</li></ul></li><li>-- No Dispatch<ul style="list-style-type: none"><li>. Affecting Service</li><li>. Out of Service</li></ul></li></ul></li></ul>						
UNE-P						
<ul style="list-style-type: none"><li>• Business class of service<ul style="list-style-type: none"><li>-- Dispatch<ul style="list-style-type: none"><li>. Affecting Service</li><li>. Out of Service</li></ul></li><li>-- No Dispatch<ul style="list-style-type: none"><li>. Affecting Service</li><li>. Out of Service</li></ul></li></ul></li><li>• Residence class of service<ul style="list-style-type: none"><li>-- Dispatch<ul style="list-style-type: none"><li>. Affecting Service</li><li>. Out of Service</li></ul></li><li>-- No Dispatch<ul style="list-style-type: none"><li>. Affecting Service</li><li>. Out of Service</li></ul></li></ul></li></ul>						
Calculation:				Report Structure:		
$\Sigma[(\text{Date and time SBC/Ameritech clears trouble report}) - (\text{Date and time trouble report is received})] \div \text{Total customer trouble reports}$				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Benchmark:</b>
<ul style="list-style-type: none"><li>• Resale POTS Dispatch Parity compared to SBC/Ameritech Retail Dispatch</li><li>• Resale POTS No Dispatch Parity compared to SBC/Ameritech Retail No Dispatch Business and Residence respectively.</li><li>• UNE-P Dispatch Parity compared to SBC/Ameritech Retail Dispatch</li><li>• UNE-P No Dispatch Parity compared to SBC/Ameritech Retail No Dispatch, Business and Residence respectively.</li></ul>

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

40. Percent Out Of Service (OOS) < 24 Hours						
Definition:						
Percent of OOS trouble reports cleared in less than 24 hours.						
Exclusions:						
<ul style="list-style-type: none"><li>• Subsequent reports. A subsequent report is one that is received while an existing repair report is open.</li><li>• Disposition codes “11”, “12”, &amp; “13” reports (excludable reports).</li><li>• Affecting Service reports.</li><li>• Reports caused by customer provided equipment (CPE) or wiring.</li><li>• No Access.</li><li>• CLEC extended commitments.</li></ul>						
Business Rules:						
Utilize state specific Business Rule or Standard clock hours as appropriate.						
Levels of Disaggregation:						
Geographic						
POTS						
<ul style="list-style-type: none"><li>• Business class of service</li><li>• Residence class of service</li></ul>						
UNE-P						
<ul style="list-style-type: none"><li>• Business class of service</li><li>• Residence class of service</li></ul>						
Calculation:			Report Structure:			
(# of OOS trouble reports < 24 hours ÷ total OOS trouble reports) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	None	None	None	None	None	
Benchmark:						
<ul style="list-style-type: none"><li>• POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively.</li><li>• UNE-P – Parity with SBC/Ameritech Business and Residence respectively.</li></ul>						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

41. Percent Repeat Reports						
Definition:						
Percent of customer trouble reports received within 30 calendar days of a previous customer report.						
Exclusions:						
<ul style="list-style-type: none"><li>• Subsequent reports. A subsequent report is one that is received while an existing repair report is open.</li><li>• Disposition codes “11”, “12”, &amp; “13” reports (excludable reports).</li><li>• Reports caused by customer provided equipment (CPE) or wiring.</li></ul>						
Business Rules:						
Includes customer trouble reports received within 30 calendar days of an original customer report. When the second report is received in 30 calendar 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 30 calendar 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. If either the original or the second report within 30 calendar days is a measured report, then the second report counts as a Repeat report.						
Levels of Disaggregation:						
Geographic						
POTS						
<ul style="list-style-type: none"><li>• Business class of service</li><li>• Residence class of service</li></ul>						
UNE-P						
<ul style="list-style-type: none"><li>• Business class of service</li><li>• Residence class of service</li></ul>						
Calculation:			Report Structure:			
(# of network customer trouble reports received within 30 calendar days of a previous customer trouble report ÷ total network customer trouble reports) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
<ul style="list-style-type: none"><li>• POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively.</li><li>• UNE-P – Parity with SBC/Ameritech Business and Residence respectively.</li></ul>						



## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

42. Percent No Access (Percent of Trouble Reports with No Access)	
<b>Definition:</b>	
Percentage of dispatched customer trouble reports with a status of “No Access.”	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Subsequent reports. A subsequent report is one that is received while an existing repair report is open.</li> <li>• Disposition codes “11”, “12”, &amp; “13” reports (excludable reports).</li> <li>• Reports caused by customer provided equipment (CPE) or wiring.</li> <li>• Reports that are not dispatched.</li> </ul>	
<b>Business Rules:</b>	
SBC/Ameritech personnel set the “No Access” flag when access cannot be obtained at the customer’s premises. Reports are counted in the month they are closed.	
<b>Levels of Disaggregation:</b>	
<p>Geographic</p> <p>POTS</p> <ul style="list-style-type: none"> <li>• Business class of service</li> <li>• Residence class of service</li> </ul> <p>UNE-P</p> <ul style="list-style-type: none"> <li>• Business class of service</li> <li>• Residence class of service</li> </ul>	
Calculation:	Report Structure:
(# of trouble reports with a status of “No Access” ÷ Total dispatched customer trouble reports) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
<p>Tier 1 – None</p> <p>Tier 2 – None</p>	
<b>Benchmark:</b>	
<ul style="list-style-type: none"> <li>• POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively.</li> <li>• UNE-P – Parity with SBC/Ameritech Retail, Business and Residence respectively.</li> </ul>	

**RESALE SPECIALS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY AMERITECH (EXCLUDES “ACCESS” ORDERS) - Provisioning**

<b>43. Average Installation Interval</b>
<b>Definition:</b>
Average business days from LSR receipt application date to completion date for N, T, and C orders.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• UNE and Interconnection Trunks and Resold POTS.</li><li>• Orders that are not N, T, or C.</li><li>• Circuits that have a customer requested Due Date greater than 20 business days.</li><li>• Official company service from Retail.</li><li>• Orders where CLECs are charged expedite charges</li><li>• Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech. For Resale and UNE-P a project is defined as &gt; 250 lines, trunks, circuits, and/or telephone numbers. For Loops, LNP, LSNP, a project is defined as &gt; 100 lines, trunks, circuits, and/or telephone numbers.</li><li>• CLEC caused and/or end-user caused misses.</li></ul>
<b>Business Rules:</b>
<p>The Application Date is the day that SBC/Ameritech receives the customer initiated service request. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity by circuit. The base of items is out of WFA (Work Force Administration) and it is reported at an item or circuit level.</p> <p>If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.</p>

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Geographic</li> <li>• Resold Specials                             <ul style="list-style-type: none"> <li>– DDS</li> <li>– DS1</li> <li>– DS3</li> <li>– Voice Grade Private Line (VGPL)</li> <li>– ISDN BRI</li> <li>– ISDN PRI</li> <li>– Any other services available for resale</li> </ul> </li> <li>• UNE Loop and Port                             <ul style="list-style-type: none"> <li>– ISDN BRI</li> <li>– ISDN PRI</li> <li>– Other combinations</li> </ul> </li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
[ $\Sigma$ (completion date - application date)] ÷ (Total circuits completed)	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Parity with SBC/Ameritech Retail.	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>44. Percent Specials Installations Completed Within Customer Requested Due Date</b>	
<b>Definition:</b>	
Percent Specials installations completed within the customer requested due date when that date is greater than or equal to the standard offered interval or, if expedited (accepted or not accepted), the date agreed to by SBC/Ameritech.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• UNE and Interconnection Trunks.</li> <li>• Orders that are not N, T, or C.</li> <li>• Official Company service from Retail.</li> <li>• Orders where CLECs are charged expedite charges</li> <li>• Facility misses counted in PM 47</li> <li>• CLEC caused and/or end-user caused misses.</li> </ul>	
<b>Business Rules:</b>	
<p>The Application Date is the day that SBC/Ameritech receives the customer initiated service request. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity by circuit. The base of items is out of WFA (Work Force Administration) and it is reported at an item or circuit level.</p> <p>If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.</p>	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Geographic</li> <li>• Resold Specials <ul style="list-style-type: none"> <li>– DDS</li> <li>– DS1</li> <li>– DS3</li> <li>– Voice Grade Private Line (VGPL)</li> <li>– ISDN BRI</li> <li>– ISDN PRI</li> <li>– Any other services available for resale</li> </ul> </li> <li>• UNE Loop and Port <ul style="list-style-type: none"> <li>– ISDN BRI</li> <li>– ISDN PRI</li> <li>– Other combinations</li> </ul> </li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of circuits installed within the customer requested due date ÷ total circuits installed) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High
Benchmark:					
Parity with SBC/Ameritech Retail.					

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

45. Percent SBC/Ameritech Caused Missed Due Dates	
<b>Definition:</b>	
Percentage of N, T, and C orders by circuit where installations were not completed by the due date as a result of an SBC/Ameritech caused missed due date.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• UNE and Interconnection Trunks.</li> <li>• Orders that are not N, T, or C.</li> <li>• Official company service from Retail.</li> <li>• Facility misses counted in PM 47.</li> <li>• CLEC caused misses excluded from the numerator.</li> </ul>	
<b>Business Rules:</b>	
<p>This includes items completed after the Due Date, due to an SBC/Ameritech reason. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID.</p> <p>This measure includes, in both the numerator and denominator, the number of orders canceled after an SBC/Ameritech-caused missed due date.</p>	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Geographic</li> <li>• Resold Specials                             <ul style="list-style-type: none"> <li>– DDS</li> <li>– DS1</li> <li>– DS3</li> <li>– Voice Grade Private Line (VGPL)</li> <li>– ISDN BRI</li> <li>– ISDN PRI</li> <li>– Any other services available for resale</li> </ul> </li> <li>• UNE Loop and Port                             <ul style="list-style-type: none"> <li>– ISDN BRI</li> <li>– ISDN PRI</li> <li>-- Other combinations</li> </ul> </li> </ul>	
Calculation:	Report Structure:
(# of circuits with SBC/Ameritech caused missed due dates or canceled after the due date that were caused by SBC/Ameritech ÷ total circuits installed and those canceled after the due date that were caused by SBC/Ameritech) * 100	Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Benchmark:</b>
Parity with SBC/Ameritech Retail.

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>46. Percent Trouble Reports Within 30 Days (I-30) of Installation</b>	
<b>Definition:</b>	
Percent of N, T, and C orders by circuit that receive a network customer trouble report within 30 calendar days of service order completion.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• UNE and Interconnection Trunks.</li> <li>• Orders that are not N, T, or C.</li> <li>• Trouble report received on the due date before service order completion.</li> <li>• Trouble reports that are coded to Customer Premise Equipment (CPE), Interexchange Carrier/Competitive Access Provider, and Informational</li> <li>• Subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number.</li> </ul>	
<b>Business Rules:</b>	
<p>A trouble report is counted if it is flagged in WFA (Work Force Administration) as a trouble report that had a service order completion within 30 calendar days. It cannot be a repeat report and must be a measured report. The order flagged against must be an addition in order for the trouble report to be counted. Specials are selected based on a specific service code off of the circuit ID.</p> <p>The denominator for this measure is the total count of orders by circuit posted within the reporting month. However, the denominator will at a minimum be equal to the numerator. The numerator is the number of trouble reports received on or within 30 days after service order completion and closed within the reporting month.</p>	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Geographic</li> <li>• Resold Specials <ul style="list-style-type: none"> <li>– DDS</li> <li>– DS1</li> <li>– DS3</li> <li>– Voice Grade Private Line (VGPL)</li> <li>– ISDN BRI</li> <li>– ISDN PRI</li> <li>– Any other services available for resale</li> </ul> </li> <li>• UNE Loop and Port <ul style="list-style-type: none"> <li>– ISDN BRI</li> <li>– ISDN PRI</li> <li>-- Other combinations</li> </ul> </li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
[# of circuits that receive a network customer trouble report on or within 30 calendar days after service order completion ÷ total circuits installed] * 100	Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.



## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High
Benchmark:					
Parity with SBC/Ameritech Retail.					

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

47. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities						
Definition:						
Percentage of N, T, and C orders by circuit with missed committed due dates due to lack of facilities.						
Exclusions:						
<ul style="list-style-type: none"><li>• UNE and Interconnection Trunks.</li><li>• Orders that are not N, T, or C.</li></ul>						
Business Rules:						
Includes orders with a completion date that is greater than the due date based on an SBC/Ameritech missed reason code for lack of facilities. This measurement is reported at a circuit level for all specials. Count any unsolicited FOC which modifies the due date as a missed due date.						
Levels of Disaggregation:						
<ul style="list-style-type: none"><li>• Geographic</li><li>• Resold Specials<ul style="list-style-type: none"><li>– DDS</li><li>– DS1</li><li>– DS3</li><li>– Voice Grade Private Line (VGPL)</li><li>– ISDN BRI</li><li>– ISDN PRI</li><li>– Any other services available for resale</li></ul></li><li>• UNE Loop and Port<ul style="list-style-type: none"><li>– ISDN BRI</li><li>– ISDN PRI</li><li>-- Other combinations</li></ul></li></ul> <p><u>NOTE:</u> All the above disaggregations also reported for &gt; 30 calendar days &amp; &gt; 90 calendar days.</p>						
Calculation:			Report Structure:			
(# of circuits with missed committed due dates due to lack of facilities ÷ total circuits installed) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity with SBC/Ameritech Retail.						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

48. Average Delay Days for Missed Due Dates Due to Lack Of Facilities	
<b>Definition:</b>	
Average calendar days from due date to completion date on company missed circuits due to lack of facilities.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• UNE and Interconnection Trunks.</li> <li>• Orders that are not N, T, or C.</li> </ul>	
<b>Business Rules:</b>	
The calculation includes orders missed due to lack of facilities that are selected based on the missed reason code. The source is WFA (Work Force Administration) and is at an item or circuit level. UNEs are selected based on a specific service code off of the circuit ID.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Geographic</li> <li>• Resold Specials                             <ul style="list-style-type: none"> <li>– DDS</li> <li>– DS1</li> <li>– DS3</li> <li>– Voice Grade Private Line (VGPL)</li> <li>– ISDN BRI</li> <li>– ISDN PRI</li> <li>– Any other services available for resale</li> </ul> </li> <li>• UNE Loop and Port                             <ul style="list-style-type: none"> <li>– ISDN BRI</li> <li>– ISDN PRI</li> <li>– Other combinations</li> </ul> </li> </ul>	
Calculation:	Report Structure:
$\Sigma(\text{Completion date} - \text{Committed circuit due date}) \div (\text{Total completed circuits with SBC/Ameritech caused missed due dates due to lack of facilities})$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate. .
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Parity with SBC/Ameritech Retail.	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>49. Average Delay Days For SBC/Ameritech Caused Missed Due Dates</b>	
<b>Definition:</b>	
Average calendar days from due date to completion date on company missed circuits.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• UNE and Interconnection Trunks.</li> <li>• Orders that are not N, T, or C.</li> <li>• Facility misses counted in PM 48.</li> </ul>	
<b>Business Rules:</b>	
The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Geographic</li> <li>• Resold Specials                             <ul style="list-style-type: none"> <li>– DDS</li> <li>– DS1</li> <li>– DS3</li> <li>– Voice Grade Private Line (VGPL)</li> <li>– ISDN BRI</li> <li>– ISDN PRI</li> <li>– Any other services available for resale</li> </ul> </li> <li>• UNE Loop and Port                             <ul style="list-style-type: none"> <li>– ISDN BRI</li> <li>– ISDN PRI</li> <li>-- Other combinations</li> </ul> </li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\Sigma(\text{Completion date} - \text{committed circuit due date}) \div (\text{Total completed circuits with a SBC/Ameritech caused missed due date})$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Parity with SBC/Ameritech Retail.	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

50. Percent SBC/Ameritech Caused Missed Due Dates > 30 days					
Definition:					
Percentage of circuits where installation was completed greater than 30 calendar days following the due date.					
Exclusions:					
<ul style="list-style-type: none"><li>• CLEC caused and/or end-user caused misses.</li><li>• UNE and Interconnection Trunks.</li><li>• Orders that are not N, T, or C.</li></ul>					
Business Rules:					
This includes items completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at a circuit level for all Specials.					
Levels of Disaggregation:					
<ul style="list-style-type: none"><li>• Geographic</li><li>• Resold Specials<ul style="list-style-type: none"><li>– DDS</li><li>– DS1</li><li>– DS3</li><li>– Voice Grade Private Line (VGPL)</li><li>– ISDN BRI</li><li>– ISDN PRI</li><li>– Any other services available for resale</li></ul></li><li>• UNE Loop and Port<ul style="list-style-type: none"><li>– ISDN BRI</li><li>– ISDN PRI</li><li>– Other combinations</li></ul></li></ul>					
Calculation:			Report Structure:		
# of circuits completed greater than 30 days following the due date ÷ total installed circuits) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Med	Med	Med	Med	Med
Tier 2	None	None	None	None	None
Benchmark:					
Parity with SBC/Ameritech Retail.					

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

### Maintenance - Resale Specials & UNE Loop and Port Combinations

52. Mean Time To Restore						
Definition:						
Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.						
Exclusions:						
<ul style="list-style-type: none"><li>• UNE and Interconnection Trunk.</li><li>• No Access Time.</li><li>• Delayed Maintenance Time.</li><li>• CLEC extended commitments.</li></ul>						
Business Rules:						
The start time is when the customer report is received and the stop time is when the report is closed in WFA. Specials are selected based on a specific service code of the circuit ID.						
Levels of Disaggregation:						
<ul style="list-style-type: none"><li>• Geographic</li><li>• Resold Specials<ul style="list-style-type: none"><li>– DDS</li><li>– DS1</li><li>– DS3</li><li>– Voice Grade Private Line (VGPL)</li><li>– ISDN BRI</li><li>– ISDN PRI</li><li>– Any other services available for resale</li></ul></li><li>• UNE Loop and Port<ul style="list-style-type: none"><li>– ISDN BRI</li><li>– ISDN PRI</li><li>– Other combinations</li></ul></li></ul>						
Calculation:				Report Structure:		
$\Sigma[(\text{Date and time trouble report is cleared}) - (\text{date and time trouble report is received})] \div \text{total network customer trouble reports}$				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity with SBC/Ameritech Retail.						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

53. Percent Repeat Reports						
Definition:						
Percentage of network customer trouble reports received within 30 calendar days of a previous customer report.						
Exclusions:						
UNE and Interconnection Trunk						
Business Rules:						
Includes customer trouble reports received within 30 calendar days of an original customer report. When the second report is received in 30 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 30 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. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.						
Levels of Disaggregation:						
<ul style="list-style-type: none"><li>• Geographic</li><li>• Resold Specials<ul style="list-style-type: none"><li>– DDS</li><li>– DS1</li><li>– DS3</li><li>– Voice Grade Private Line (VGPL)</li><li>– ISDN BRI</li><li>– ISDN PRI</li><li>– Any other services available for resale</li></ul></li><li>• UNE Loop and Port<ul style="list-style-type: none"><li>– ISDN BRI</li><li>– ISDN PRI</li><li>– Other combinations</li></ul></li></ul>						
Calculation:				Report Structure:		
(# of network customer trouble reports received within 30 calendar days of a previous customer trouble report ÷ total network customer trouble reports) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity with SBC/Ameritech Retail.						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>54. Failure Frequency</b>	
<b>Definition:</b>	
The number of network customer trouble reports within a calendar month per 100 circuits.	
<b>Exclusions:</b>	
UNE and Interconnection Trunks.	
<b>Business Rules:</b>	
CLEC and SBC/Ameritech repair reports are entered into and tracked via WFA. Measured reports are counted in the month they close.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Geographic</li> <li>• Resold Specials                             <ul style="list-style-type: none"> <li>– DDS</li> <li>– DS1</li> <li>– DS3</li> <li>– Voice Grade Private Line (VGPL)</li> <li>– ISDN BRI</li> <li>– ISDN PRI</li> <li>– Any other services available for resale</li> </ul> </li> <li>• UNE Loop and Port                             <ul style="list-style-type: none"> <li>– ISDN BRI</li> <li>– ISDN PRI</li> <li>– Other combinations</li> </ul> </li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
[# of network trouble reports ÷ (Total in service circuits ÷ 100)]	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Parity with SBC/Ameritech Retail.	



## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

54.1 Trouble Report Rate Net of Installation and Repeat Reports						
<b>Definition:</b>						
The number of customer trouble reports exclusive of installation and repeat reports within a calendar month per 100 circuits.						
<b>Exclusions:</b>						
<ul style="list-style-type: none"><li>• UNE and Interconnection Trunks</li><li>• Trouble reports coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational</li><li>• Trouble Reports included in PM 46.</li><li>• Customer Trouble Reports included in PM 53.</li></ul>						
<b>Business Rules:</b>						
CLEC and SBC/Ameritech repair reports are entered into and tracked via WFA. Reports are counted in the month they post.						
<b>Levels of Disaggregation:</b>						
<ul style="list-style-type: none"><li>• Geographic</li><li>• Resold Specials<ul style="list-style-type: none"><li>– DDS</li><li>– DS1</li><li>– DS3</li><li>– Voice Grade Private Line (VGPL)</li><li>– ISDN BRI</li><li>– ISDN PRI</li><li>– Any other services available for resale</li></ul></li><li>• UNE Loop and Port<ul style="list-style-type: none"><li>– ISDN BRI</li><li>– ISDN PRI</li><li>– Other combinations</li></ul></li></ul>						
<b>Calculation:</b>				<b>Report Structure:</b>		
[Count of trouble reports exclusive of installation and repeat reports ÷ (Total in-service circuits ÷ 100)]				Reported by CLEC, all CLECs and SBC/Ameritech.		
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	High	High	Med	High	High	
<b>Tier 2</b>	High	High	Med	High	High	
<b>Benchmark:</b>						
Parity with SBC/Ameritech Retail.						

## UNBUNDLED NETWORK ELEMENTS (UNES)

### Provisioning

55. Average Installation Interval
<b>Definition:</b>
Average business days from application date to completion date for N, T, and C orders. The “X” business days is determined based on quantity of UNE loops ordered and the associated standard interval.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Specials and Interconnection Trunks.</li><li>• UNE-P captured in the POTS or Specials measurements.</li><li>• Orders that are not N, T, or C.</li><li>• CLEC requested due dates greater than “X” business days as set out below.</li><li>• CLEC caused and/or end-user caused misses.</li><li>• Orders where CLECs are charged expedite charges</li><li>• Orders included in Measure 55.2</li><li>• Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech. For Loops, LNP, LSNP, a project is defined as &gt; 100 lines, trunks, circuits, and/or telephone numbers.</li></ul>
<b>Business Rules:</b>
<p>The Application Date is the day that SBC/Ameritech receives the customer initiated service request. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity. The base of items is out of WFA (Work Force Administration). If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.</p> <p>For DSL Loop Orders: The Application Date is the day that the CLEC authorizes SBC/Ameritech to provision the DSL based on the loop qualification. If the loop qualification determines that no conditioning is required, SBC/Ameritech will initiate the service order when the loop qualification is returned from SBC/Ameritech engineering but the date the order was received will be the application date. If conditioning is required, Ameritech will reject the order back to the CLEC and wait for a supplement from the CLEC notifying Ameritech of the appropriate action to take. If the CLEC supplements the DSL order, Ameritech will issue the order and the application date will be the date that Ameritech receives the supplement. The Completion Date is the day that Ameritech personnel complete the service order activity. The base of items is out of WFA (Work Force Administration) and it is reported at a circuit level. If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.</p>

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Levels of Disaggregation:	
<p>Geographic</p> <ul style="list-style-type: none"> <li>• 2 Wire Analog (1-10)</li> <li>• 2 Wire Analog (11-20)</li> <li>• 2 Wire Analog (20+)</li> <li>• 2 Wire Digital (1-10)</li> <li>• 2 Wire Digital (11-20)</li> <li>• 2 Wire Digital (20+)</li> <li>• DS1 loop (includes PRI)</li> <li>• Switch Ports – Analog Port</li> <li>• Switch Ports – BRI Port (1-50)</li> <li>• Switch Ports – BRI Port (50+)</li> <li>• Switch Ports – PRI Port (1-20)</li> <li>• Switch Ports – PRI Port (20+)</li> <li>• DS1 Trunk Port (1 to 10)</li> <li>• DS1 Trunk Port (11 to 20)</li> <li>• DS1 Trunk Port (20+)</li> <li>• Dedicated Transport (DS0, DS1, and DS3) (1 to 10)</li> <li>• Dedicated Transport (DS0, DS1, and DS3) (11 to 20)</li> <li>• Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types</li> <li>• UNE-OCN</li> <li>• DS3-Loop only</li> <li>• DSL Loops requiring conditioning <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• DSL Loops requiring no conditioning <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• Broadband DSL <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• EELs <ul style="list-style-type: none"> <li>-- 2 wire analog</li> <li>-- 4 wire analog</li> <li>-- Digital</li> <li>-- Transport</li> </ul> </li> </ul>	
Calculation:	Report Structure:
$\frac{[\Sigma(\text{Completion Date} - \text{Application Date})]}{(\text{Total items completed})}$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
<p>Tier 1 – None</p> <p>Tier 2 – None</p>	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

### Benchmark:

The standard offered interval is defined in business days as follows:

- 2 Wire Analog (1-10) – 3 Days
- 2 Wire Analog (11-20) – 7 Days
- 2 Wire Analog (20+) – 10 Days
- 2 Wire Digital (1-10) – 3 Days
- 2 Wire Digital (11-20) – 7 Days
- 2 Wire Digital (20+) – 10 Days
- DS1 loop(includes PRI) – 3 Days
- Switch Ports – Analog Port – 2 Days
- Switch Ports – BRI Port (1-50) – 3 Days
- Switch Ports – BRI Port (50+) – 5 Days
- Switch Ports – PRI Port (1-20) – 5 Days
- Switch Ports – PRI Port (20+) – 10 Days
- DS1 Trunk Port (1 to 10) – 3 Days
- DS1 Trunk Port (11 to 20) – 5 Days
- DS1 Trunk Port (20+) – ICB
- Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 Days
- Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 Days
- Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types – ICB

IN, MI, OH and WI require a benchmark for an average. IL requires parity.

- DSL Loops requiring conditioning
  - Line Sharing - Parity
  - No Line Sharing– 10 Business Day; Critical z-value applies.
- DSL Loops requiring no conditioning
  - Line Sharing - Parity
  - No Line Sharing - 5 Business Days; Critical z-value applies
- UNE-OCN (Diagnostic)
- DS3-Loop only (Diagnostic)
- Broadband DSL
  - Line Sharing - Parity
  - No Line Sharing - 5 Business Days
- EELs (Diagnostic)
  - 2 wire analog
  - 4 wire analog
  - Digital
  - Transport

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

### 55.2 Average Installation Interval for Loop With LNP

#### Definition:

Average business days from the receipt of an accurate LSR to completion date for N, T, and C orders excluding customer caused misses and customer requested due date greater than “X” business days. The “X” business days is determined based on quantity of UNE loops ordered and the associated standard interval.

#### Exclusions:

- Specials and Interconnection Trunks
- UNE-P captured in the POTS or Specials measurements
- Orders that are not N, T, or C
- Customer requested due dates greater than “X” business days. X is defined as follows:

	Std. Interval	“X” Days
<b>Non-CHC Excluding FDT</b>		
▪ Loop with LNP (1-10) – 3 days		4 days
▪ Loop with LNP (11-20) – 7 days		8 days
▪ Loop with LNP (21+) – 10 days		11 days
<b>CHC</b>		
▪ Loop with LNP (1-10) – 5 days		6 days
▪ Loop with LNP (11-20) – 7 days		8 days
▪ Loop with LNP (21-24) – 10 day		11 days
<b>FDT</b>		
▪ Loop with LNP (1-10) – 5 days		6 days
▪ Loop with LNP (11-20) – 7 days		8 days
▪ Loop with LNP (21-24) – 10 days		11 days

- CLEC caused and/or end-user caused misses
- NPAC caused delays unless caused by SBC/Ameritech
- Orders where CLECs are charged expedite charges
- Service requests/order involving major projects mutually agreed upon by CLECs and SBC/Ameritech. For Loop with LNP, a project is defined as >100 lines, circuits and/or telephone numbers.

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<b>Business Rules:</b>	
<p>The start time is the date of the receipt of an accurate LSR. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity. From an interval perspective, an LSR received before 3PM is considered to be received on that day, an LSR received after 3PM is considered to be received the next day. The base of items is out of WFA (Work Force Administration) and it is reported at an order level to account for different measurement standards based on the number of circuits per order.</p> <p>If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.</p> <p>For partial LNP conversions that require restructuring of customer account:</p> <ul style="list-style-type: none"> <li>• 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new.</li> <li>• &gt;30 TNs, including entire NXX: The due dates are negotiated.</li> </ul>	
<b>Levels of Disaggregation:</b>	
<p>Geographic</p> <p>CHC</p> <ul style="list-style-type: none"> <li>▪ Loop with LNP (1-10)</li> <li>▪ Loop with LNP (11-20)</li> <li>▪ Loop with LNP (21-24)</li> </ul> <p>Non CHC Excluding FDT</p> <ul style="list-style-type: none"> <li>▪ Loop with LNP (1-10)</li> <li>▪ Loop with LNP (11-20)</li> <li>▪ Loop with LNP (21+)</li> </ul> <p>FDT</p> <ul style="list-style-type: none"> <li>▪ Loop with LNP (1-10)</li> <li>▪ Loop with LNP (11-20)</li> <li>▪ Loop with LNP (21-24)</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\left[ \sum(\text{completion date} - \text{application date}) \right] \div (\text{Total number of orders completed})$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
<p>Tier 1 – None</p> <p>Tier 2 – None</p>	
<b>Benchmark:</b>	
Diagnostic	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>55.3 Percent DSL-Capable Loop Orders Requiring the Removal of Load Coils and or Repeaters.</b>	
<b>Definition:</b>	
The percentage of all DSL-capable loops, greater than 12,000 feet (based on designed loop makeup information), ordered that require the removal of load coils or repeaters to provision DSL services.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>▪ Loops under 12,000 feet</li> <li>▪ Loops conditioned through the FMOD process</li> </ul>	
<b>Business Rules:</b>	
The percentage of all orders for DSL-capable loops where the removal of load coils or repeaters has been requested by the CLEC. This PM is measuring loops conditioned based on pre-qualification data rather than loop conditioning required by the FMOD process. In other words, loops that are conditioned through the FMOD process SHOULD NOT be counted in this measure.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Loops between 12,000 feet and 17,500 feet</li> <li>• Loops over 17,500 feet</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\left[ \frac{\sum(\text{number of DSL-capable loops requesting the removal of load coils or repeaters})}{\text{Total number of orders for DSL-capable loops UNEs completed}} \right] * 100$	Reported for CLEC, all CLECs, and SBC/Ameritech DSL Affiliate..
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>56. Percent Installations Completed Within Customer Requested Due Date</b>	
<b>Definition:</b>	
Percent installations completed within customer requested due date when that date is later 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 SBC/Ameritech.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"><li>• Specials and Interconnection Trunks.</li><li>• UNE-P captured in the POTS or Specials measurements.</li><li>• Orders that are not N, T, or C.</li><li>• CLEC caused and/or end-user caused misses.</li><li>• Orders where CLECs are charged expedite charges</li><li>• Orders included in Measurement 56.1</li><li>• Facility misses counted in PM 60.</li></ul>	
<b>Business Rules:</b>	
The Application Date is the day that SBC/Ameritech receives the customer initiated service request. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity. The base of items is out of WFA (Work Force Administration). If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.	



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<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Geographic</li> <li>• 2 Wire Analog (1-10)</li> <li>• 2 Wire Analog (11-20)</li> <li>• 2 Wire Analog (20+)</li> <li>• 2 Wire Digital (1-10)</li> <li>• 2 Wire Digital (11-20)</li> <li>• 2 Wire Digital (20+)</li> <li>• DS1 loop (includes PRI)</li> <li>• Switch Ports – Analog Port</li> <li>• Switch Ports – BRI Port (1-50)</li> <li>• Switch Ports – BRI Port (50+)</li> <li>• Switch Ports – PRI Port (1-20)</li> <li>• Switch Ports – PRI Port (20+)</li> <li>• DS1 Trunk Port (1 to 10)</li> <li>• DS1 Trunk Port (11 to 20)</li> <li>• DS1 Trunk Port (20+)</li> <li>• Dedicated Transport (DS0, DS1, and DS3) (1 to 10)</li> <li>• Dedicated Transport (DS0, DS1, and DS3) (11 to 20)</li> <li>• Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types</li> <li>• DSL loops with no Line Sharing <ul style="list-style-type: none"> <li>– Non Conditioned</li> <li>– Conditioned</li> </ul> </li> <li>• DSL loops with Line Sharing <ul style="list-style-type: none"> <li>– Non Conditioned</li> <li>– Conditioned</li> </ul> </li> <li>• UNE Loop Projects (Service requests/orders with &gt;100 lines, circuits and/or telephone numbers, or mutually agreed to) – all orders included in the Projects disaggregation are excluded from any other disaggregations.</li> <li>• UNE-OCN</li> <li>• DS3-Loop only</li> <li>• Broadband DSL <ul style="list-style-type: none"> <li>– Line Sharing</li> <li>– No Line Sharing</li> </ul> </li> <li>• EELs <ul style="list-style-type: none"> <li>– 2 wire analog</li> <li>– 4 wire analog</li> <li>– Digital</li> <li>– Transport</li> </ul> </li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of items installed within the customer requested due date ÷ total items) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

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Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High
Benchmark:					
<p>95% within “X” days = IN, MI, OH, WI; IL requires parity.</p> <p>The standard offered interval (X) is defined in business days as follows:</p> <ul style="list-style-type: none"> <li>• 2 Wire Analog (1-10) – 3 Days</li> <li>• 2 Wire Analog (11-20) – 7 Days</li> <li>• 2 Wire Analog (20+) – 10 Days</li> <li>• 2 Wire Digital (1-10) – 3 Days</li> <li>• 2 Wire Digital (11-20) – 7 Days</li> <li>• 2 Wire Digital (20+) – 10 Days</li> <li>• DS1 loop(includes PRI) – 3 Days</li> <li>• Switch Ports – Analog Port – 2 Days</li> <li>• Switch Ports – BRI Port (1-50) – 3 Days</li> <li>• Switch Ports – BRI Port (50+) – 5 Days</li> <li>• Switch Ports – PRI Port (1-20) – 5 Days</li> <li>• Switch Ports – PRI Port (20+) – 10 Days</li> <li>• DS1 Trunk Port (1 to 10) – 3 Days</li> <li>• DS1 Trunk Port (11 to 20) – 5 Days</li> <li>• DS1 Trunk Port (20+) – ICB</li> <li>• Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 Days</li> <li>• Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 Days</li> <li>• Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types – ICB</li> <li>• DSL loops with no Line Sharing <ul style="list-style-type: none"> <li>○ Non Conditioned – 5 Days</li> <li>○ Conditioned – 10 Days</li> </ul> </li> <li>• DSL loops with Line Sharing Parity with SBC/Ameritech Affiliate</li> <li>• UNE Loop Projects – As negotiated/ICB</li> <li>• UNE-OCN (Diagnostic)</li> <li>• DS3-Loop only (Diagnostic)</li> <li>• Broadband DSL <ul style="list-style-type: none"> <li>○ Line Sharing Parity with SBC/Ameritech Affiliate</li> <li>○ No Line Sharing 5%</li> </ul> </li> <li>• EELs - Diagnostic <ul style="list-style-type: none"> <li>○ 2 wire analog</li> <li>○ 4 wire analog</li> <li>○ Digital</li> <li>○ Transport</li> </ul> </li> </ul>					

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

### 56.1 Percent Installations Completed Within the Customer Requested Due Date for Loop With LNP

#### Definition:

Percent installations 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 SBC/Ameritech.

#### Exclusions:

- Specials and Interconnection Trunks.
- UNE-P captured in the POTS or Specials measurements.
- Orders that are not N, T, or C.
- CLEC caused and/or end-user caused misses.
- NPAC caused delays unless caused by SBC/Ameritech.

#### Business Rules:

The start time is the date of the receipt of an accurate LSR. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity. If the CLEC submits the LSR prior to 3:00 p.m. the CLEC may request a 3-day interval. If the LSR is submitted after 3:00 p.m. the CLEC can request a 4-day interval. The base of items is out of WFA (Work Force Administration) and it is reported at an order level to account for different measurement standards based on the number of circuits per order.

For partial LNP conversions that require restructuring of customer account:

- 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new.
- >30 TNs, including entire NXX: The due dates are negotiated.

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Levels of Disaggregation:						
<ul style="list-style-type: none"><li>Aggregate<ul style="list-style-type: none"><li>Loop with LNP (1-10)</li><li>Loop with LNP (11-20)</li><li>Loop with LNP (&gt;20)</li></ul></li><li>CHC - Diagnostic<ul style="list-style-type: none"><li>Loop with LNP (1-10)</li><li>Loop with LNP (11-20)</li><li>Loop with LNP (21-24)</li></ul></li><li>FDT – Diagnostic<ul style="list-style-type: none"><li>Loop with LNP (1-10)</li><li>Loop with LNP (11-20)</li><li>Loop with LNP (21-24)</li></ul></li><li>Projects</li><li>Loop with LNP (Service request/order with &gt;100 lines, circuits and/or telephone numbers, or mutually agreed to) – all service requests/orders included in the Projects disaggregation are excluded from any other disaggregation.</li></ul>						
Calculation:			Report Structure:			
Count of N, T, C orders installed within customer requested due date ÷ total N, T, C orders excluding those requested earlier than the standard offered interval) * 100			Reported for CLEC and all CLECs.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
95% within the customer requested due date for Aggregate and Projects only. CHC and FDT are provided on a diagnostic basis and are not subject to damages or assessments.						

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<b>58. Percent SBC/Ameritech Caused Missed Due Dates</b>
<b>Definition:</b>
Percentage of items where installations are not completed by the negotiated due date.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Specials and Interconnection Trunks.</li><li>• UNE-P captured in the POTS or Specials measurements.</li><li>• Orders that are not N, T, or C.</li><li>• CLEC caused misses excluded from the numerator.</li><li>• Orders included in CLEC WI 11 – FMOD Missed Due Dates</li><li>• Facility misses counted in PM 60.</li></ul>
<b>Business Rules:</b>
<p>This includes items completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at a circuit level for all UNEs. Count any unsolicited FOC which modifies the due date as a missed due date.</p> <p>The number of items on orders canceled after an SBC/Ameritech-caused missed due date is included in both the numerator and denominator</p>

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<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Geographic</li> <li>• 8.0 dB Loops <ul style="list-style-type: none"> <li>-- Without Test Access</li> </ul> </li> <li>• BRI Loop With Test Access</li> <li>• ISDN BRI Port</li> <li>• DS1 Loop <ul style="list-style-type: none"> <li>-- With Test Access</li> </ul> </li> <li>• Dedicated Transport <ul style="list-style-type: none"> <li>-- DS1</li> <li>-- DS3</li> </ul> </li> <li>• Subtending Channel <ul style="list-style-type: none"> <li>-- 23B</li> <li>-- 1D</li> </ul> </li> <li>• Analog Trunk Port</li> <li>• Subtending Digital Direct Combination Trunks</li> <li>• Dark Fiber</li> <li>• DSL Loops <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• Broadband DSL <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• UNE-OCN</li> <li>• DS3-Loop only</li> <li>• EELs <ul style="list-style-type: none"> <li>-- 2 wire analog</li> <li>-- 4 wire analog</li> <li>-- Digital</li> <li>-- Transport</li> </ul> </li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of UNEs with missed due dates and the number of UNEs canceled after the due date as result of an SBC/Ameritech cause ÷ total items installed and total items canceled as result of an SBC/Ameritech cause) *100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	

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<b>Benchmark:</b>	
<b><u>Parity:</u></b>	<b><u>Retail Comparison:</u></b>
<ul style="list-style-type: none"> <li>• 8.0 dB Loops               <ul style="list-style-type: none"> <li>-- Without Test Access</li> </ul> </li> <li>• BRI Loop With Test Access</li> <li>• ISDN BRI Port</li> <li>• DS1 Loop               <ul style="list-style-type: none"> <li>-- With Test Access</li> </ul> </li> <li>• Dedicated Transport               <ul style="list-style-type: none"> <li>-- DS1</li> <li>-- DS3</li> </ul> </li> <li>• Subtending Channel               <ul style="list-style-type: none"> <li>-- 23B</li> <li>-- 1D</li> </ul> </li> <li>• Analog Trunk Port</li> <li>• Subtending Digital Direct Combination Trunks</li> <li>• Dark Fiber</li> <li>• DSL Loops               <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• Broadband DSL               <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• UNE-OCN (Diagnostic)</li> <li>• DS3-Loop only (Diagnostic)</li> <li>• EELs (Diagnostic)               <ul style="list-style-type: none"> <li>-- 2 wire analog</li> <li>-- 4 wire analog</li> <li>-- Digital</li> <li>-- Transport</li> </ul> </li> </ul>	POTS (Res and Bus combined and FW)  ISDN BRI ISDN BRI DS1 & ISDN PRI  DS1 DS3  DDS DDS VGPL  VGPL DS3  Parity with SBC/Ameritech Affiliate 5% (No critical z-value applies)  Parity with SBC/Ameritech Affiliate 5% (No critical z-value applies)

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<b>59. Percent Trouble Reports Within 30 Days (I-30) of Installation,</b>
<b>Definition:</b>
Percentage of UNE items that receive a network customer trouble report within 30 calendar days of service order completion.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Specials and Interconnection Trunks.</li><li>• Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports.</li><li>• UNE-P captured in the POTS or Specials measurements.</li><li>• Orders that are not N, T, or C.</li><li>• PTRs as defined in PM 115.1</li><li>• Excludes DSL (Line Share/No Line Share) &gt; 12k ft with load coils, repeaters, and/or excessive bridged taps (as indicated on the loop qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of the trouble.</li><li>• Subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same circuit.</li></ul>
<b>Business Rules:</b>
A trouble report is counted if it is received within 30 calendar days of a service order completion. The service order which generated the report must be an “add” in order for the trouble report to be counted. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level for all UNEs. The denominator for this measure is the total count of orders by circuit posted within the reporting month. However, the denominator will at a minimum be equal to the numerator. The numerator is the number of trouble reports received on or within 30 days after service order completion and closed within the reporting month.



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Levels of Disaggregation:						
<ul style="list-style-type: none"><li>• Geographic</li><li>• 8.0 dB Loops<ul style="list-style-type: none"><li>-- Without Test Access</li></ul></li><li>• BRI Loop With Test Access</li><li>• ISDN BRI Port</li><li>• DS1 Loop<ul style="list-style-type: none"><li>-- With Test Access</li></ul></li><li>• Dedicated Transport<ul style="list-style-type: none"><li>-- DS1</li><li>-- DS3</li></ul></li><li>• Subtending Channel<ul style="list-style-type: none"><li>-- 23B</li><li>-- 1D</li></ul></li><li>• Analog Trunk Port</li><li>• Subtending Digital Direct Combination Trunks</li><li>• Dark Fiber</li><li>• UNE-OCN</li><li>• DS3-Loop only</li><li>• DSL Loops<ul style="list-style-type: none"><li>-- Line Sharing</li><li>-- No Line Sharing</li></ul></li><li>• Broadband DSL<ul style="list-style-type: none"><li>-- Line Sharing</li><li>-- No Line Sharing</li></ul></li><li>• EELs<ul style="list-style-type: none"><li>-- 2 wire analog</li><li>-- 4 wire analog</li><li>-- Digital</li><li>-- Transport</li></ul></li></ul>						
Calculation:				Report Structure:		
(# of UNE circuits that receive a network customer trouble report within 30 calendar days of service order completion ÷ total UNE circuits installed ) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

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<b>Benchmark:</b>	
<p><b><u>Parity:</u></b></p> <ul style="list-style-type: none"> <li>• 8.0 dB Loops               <ul style="list-style-type: none"> <li>-- Without Test Access</li> </ul> </li> <li>• BRI Loop With Test Access</li> <li>• ISDN BRI Port</li> <li>• DS1 Loop               <ul style="list-style-type: none"> <li>-- With Test Access</li> </ul> </li> <li>• Dedicated Transport               <ul style="list-style-type: none"> <li>-- DS1</li> <li>-- DS3</li> </ul> </li> <li>• Subtending Channel               <ul style="list-style-type: none"> <li>-- 23B</li> <li>-- 1D</li> </ul> </li> <li>• Analog Trunk Port</li> <li>• Subtending Digital Direct Combination Trunks</li> <li>• Dark Fiber</li> <li>• DSL Loops               <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• Broadband DSL               <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• UNE-OCN (Diagnostic)</li> <li>• DS3-Loop only (Diagnostic)</li> <li>• EELs (Diagnostic)               <ul style="list-style-type: none"> <li>-- 2 wire analog</li> <li>-- 4 wire analog</li> <li>-- Digital</li> <li>-- Transport</li> </ul> </li> </ul>	<p><b><u>Retail Comparison:</u></b></p> <p>POTS (Res and Bus combined and FW)</p> <p>ISDN BRI</p> <p>ISDN BRI</p> <p>DS1 &amp; ISDN PRI</p> <p>DS1</p> <p>DS3</p> <p>DDS</p> <p>DDS</p> <p>VGPL</p> <p>VGPL</p> <p>DS3</p> <p>Parity with SBC/Ameritech Affiliate 6% (No critical z-value applies)</p> <p>Parity with SBC/Ameritech Affiliate 6% (No critical z-value applies)</p>

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<b>60. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities</b>
<b>Definition:</b>
Percentage of items with missed committed due dates due to lack of facilities.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Specials and Interconnection Trunks.</li><li>• UNE-P captured in the POTS or Specials measurements.</li><li>• Orders included in CLEC WI 11 – FMOD Missed Due Dates</li><li>• Orders that are not N, T, or C.</li></ul>
<b>Business Rules:</b>
Includes orders with a completion date that is greater than the due date based on an SBC/Ameritech missed reason code for lack of facilities. This measurement is reported at a circuit level for all UNEs. Count any unsolicited FOC which modifies the due date as a missed due date.

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Levels of Disaggregation:						
<ul style="list-style-type: none"><li>• Geographic</li><li>• 8.0 dB Loops<ul style="list-style-type: none"><li>-- Without Test Access</li></ul></li><li>• BRI Loop With Test Access</li><li>• ISDN BRI Port</li><li>• DS1 Loop<ul style="list-style-type: none"><li>-- With Test Access</li></ul></li><li>• Dedicated Transport<ul style="list-style-type: none"><li>-- DS1</li><li>-- DS3</li></ul></li><li>• Subtending Channel<ul style="list-style-type: none"><li>-- 23B</li><li>-- 1D</li></ul></li><li>• Analog Trunk Port</li><li>• Subtending Digital Direct Combination Trunks</li><li>• Dark Fiber</li><li>• UNE-OCN</li><li>• DS3-Loop only</li><li>• DSL Loops<ul style="list-style-type: none"><li>-- Line Sharing</li><li>-- No Line Sharing</li></ul></li><li>• Broadband DSL<ul style="list-style-type: none"><li>-- Line Sharing</li><li>-- No Line Sharing</li></ul></li><li>• EELs<ul style="list-style-type: none"><li>-- 2 wire analog</li><li>-- 4 wire analog</li><li>-- Digital</li><li>-- Transport</li></ul></li></ul> <p><u>NOTE:</u> All the above disaggregations are reported for &gt; 30 calendar days &amp; &gt; 90 calendar days</p>						
Calculation:			Report Structure:			
(# of UNEs with missed committed due dates due to lack of facilities ÷ total items installed) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Benchmark:</b>	
<p><b><u>Parity:</u></b></p> <ul style="list-style-type: none"> <li>• 8.0 dB Loops               <ul style="list-style-type: none"> <li>-- Without Test Access</li> </ul> </li> <li>• BRI Loop With Test Access</li> <li>• ISDN BRI Port</li> <li>• DS1 Loop               <ul style="list-style-type: none"> <li>-- With Test Access</li> </ul> </li> <li>• Dedicated Transport               <ul style="list-style-type: none"> <li>-- DS1</li> <li>-- DS3</li> </ul> </li> <li>• Subtending Channel               <ul style="list-style-type: none"> <li>-- 23B</li> <li>-- 1D</li> </ul> </li> <li>• Analog Trunk Port</li> <li>• Subtending Digital Direct Combination Trunks</li> <li>• Dark Fiber</li> <li>• UNE-OCN (Diagnostic)</li> <li>• DS3-Loop only (Diagnostic)</li> <li>• DSL Loops               <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• Broadband DSL               <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• EELs (Diagnostic)               <ul style="list-style-type: none"> <li>-- 2 wire analog</li> <li>-- 4 wire analog</li> <li>-- Digital</li> <li>-- Transport</li> </ul> </li> </ul>	<p><b><u>Retail Comparison:</u></b></p> <p>POTS (Res and Bus combined and FW)</p> <p>ISDN BRI</p> <p>ISDN BRI</p> <p>DS1 &amp; ISDN PRI</p> <p>DS1</p> <p>DS3</p> <p>DDS</p> <p>DDS</p> <p>VGPL</p> <p>VGPL</p> <p>DS3</p> <p>Parity with SBC/Ameritech Affiliate 5% (No critical z-value applies)</p> <p>Parity with SBC/Ameritech Affiliate 6% (No critical z-value applies)</p>

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>61. Average Delay Days for Missed Due Dates Due To Lack Of Facilities</b>
<b>Definition:</b>
Average calendar days from due date to completion date on company missed items due to lack of facilities.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Specials and Interconnection Trunks.</li><li>• UNE-P captured in the POTS or Specials measurements.</li><li>• Orders that are not N, T, or C.</li><li>• Orders included in CLEC WI 1 – FMOD Average Delay</li></ul>
<b>Business Rules:</b>
The calculation is the difference in calendar days between the completion date and the due date. Includes orders missed due to lack of facilities that are selected based on the missed reason code. The source is WFA (Work Force Administration) and is at an item or circuit level. UNEs are selected based on a specific service code off of the circuit ID.

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Geographic                             <ul style="list-style-type: none"> <li>• 8.0 dB Loops                                     <ul style="list-style-type: none"> <li>-- Without Test Access</li> </ul> </li> <li>• BRI Loop With Test Access</li> <li>• ISDN BRI Port</li> <li>• DS1 Loop                                     <ul style="list-style-type: none"> <li>-- With Test Access</li> </ul> </li> <li>• Dedicated Transport                                     <ul style="list-style-type: none"> <li>-- DS1</li> <li>-- DS3</li> </ul> </li> <li>• Subtending Channel                                     <ul style="list-style-type: none"> <li>-- 23B</li> <li>-- 1D</li> </ul> </li> <li>• Analog Trunk Port</li> <li>• Subtending Digital Direct Combination Trunks</li> <li>• Dark Fiber</li> <li>• UNE-OCN</li> <li>• DS3-Loop only</li> <li>• DSL Loops                                     <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• Broadband DSL                                     <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• EELS                                     <ul style="list-style-type: none"> <li>-- 2 wire analog</li> <li>-- 4 wire analog</li> <li>-- Digital</li> <li>-- Transport</li> </ul> </li> </ul> </li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\Sigma(\text{Completion date} - \text{UNE}(8\text{db loops are measured at the order level) due date}) \div (\text{total closed items with SBC/Ameritech caused missed due dates due to lack of facilities})$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate. .
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Benchmark:</b>	
<p><b><u>Parity:</u></b></p> <ul style="list-style-type: none"> <li>• 8.0 dB Loops               <ul style="list-style-type: none"> <li>-- Without Test Access</li> </ul> </li> <li>• BRI Loop With Test Access</li> <li>• ISDN BRI Port</li> <li>• DS1 Loop               <ul style="list-style-type: none"> <li>-- With Test Access</li> </ul> </li> <li>• Dedicated Transport               <ul style="list-style-type: none"> <li>-- DS1</li> <li>-- DS3</li> </ul> </li> <li>• Subtending Channel               <ul style="list-style-type: none"> <li>-- 23B</li> <li>-- 1D</li> </ul> </li> <li>• Analog Trunk Port</li> <li>• Subtending Digital Direct Combination Trunks</li> <li>• Dark Fiber</li> <li>• UNE-OCN (Diagnostic)</li> <li>• DS3-Loop only (Diagnostic)</li> <li>• DSL Loops               <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• Broadband DSL               <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• EELs (Diagnostic)               <ul style="list-style-type: none"> <li>-- 2 wire analog</li> <li>-- 4 wire analog</li> <li>-- Digital</li> <li>-- Transport</li> </ul> </li> </ul>	<p><b><u>Retail Comparison:</u></b></p> <p>POTS (Res and Bus combined and FW)</p> <p>ISDN BRI</p> <p>ISDN BRI</p> <p>DS1 &amp; ISDN PRI</p> <p>DS1</p> <p>DS3</p> <p>DDS</p> <p>DDS</p> <p>VGPL</p> <p>VGPL</p> <p>DS3</p> <p>Parity with SBC/Ameritech Affiliate 6.5 days</p> <p>Parity with SBC/Ameritech Affiliate 6.5 days (No critical z-value applies)</p>



## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>62. Average Delay Days For SBC/Ameritech Caused Missed Due Dates</b>
<b>Definition:</b>
Average calendar days from due date to completion date on company missed items.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Specials and Interconnection Trunks.</li><li>• UNE-P captured in the POTS or Specials measurements.</li><li>• Orders that are not N, T, or C.</li><li>• Orders included in CLEC WI 1 – FMOD Average Delay</li><li>• Orders counted in PM 61.</li></ul>
<b>Business Rules:</b>
The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level. UNEs are selected based on a specific service code off of the circuit ID.

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Geographic</li> <li>• 8.0 dB Loops <ul style="list-style-type: none"> <li>-- Without Test Access</li> </ul> </li> <li>• BRI Loop With Test Access</li> <li>• ISDN BRI Port</li> <li>• DS1 Loop <ul style="list-style-type: none"> <li>-- With Test Access</li> </ul> </li> <li>• Dedicated Transport <ul style="list-style-type: none"> <li>-- DS1</li> <li>-- DS3</li> </ul> </li> <li>• Subtending Channel <ul style="list-style-type: none"> <li>-- 23B</li> <li>-- 1D</li> </ul> </li> <li>• Analog Trunk Port</li> <li>• Subtending Digital Direct Combination Trunks</li> <li>• Dark Fiber</li> <li>• UNE-OCN</li> <li>• DS3-Loop only</li> <li>• DSL Loops <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• Broadband DSL <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• EELs <ul style="list-style-type: none"> <li>-- 2 wire analog</li> <li>-- 4 wire analog</li> <li>-- Digital</li> <li>-- Transport</li> </ul> </li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{\Sigma(\text{Completion date} - \text{UNE due date})}{\div (\text{total closed items with SBC/Ameritech caused missed due dates})}$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Benchmark:</b>	
<p><b><u>Parity:</u></b></p> <ul style="list-style-type: none"> <li>• 8.0 dB Loops               <ul style="list-style-type: none"> <li>-- Without Test Access</li> </ul> </li> <li>• BRI Loop With Test Access</li> <li>• ISDN BRI Port</li> <li>• DS1 Loop               <ul style="list-style-type: none"> <li>-- With Test Access</li> </ul> </li> <li>• Dedicated Transport               <ul style="list-style-type: none"> <li>-- DS1</li> <li>-- DS3</li> </ul> </li> <li>• Subtending Channel               <ul style="list-style-type: none"> <li>-- 23B</li> <li>-- 1D</li> </ul> </li> <li>• Analog Trunk Port</li> <li>• Subtending Digital Direct Combination Trunks</li> <li>• Dark Fiber</li> <li>• UNE-OCN (Diagnostic)</li> <li>• DS3-Loop only (Diagnostic)</li> <li>• DSL Loops               <ul style="list-style-type: none"> <li>-- Line Sharing</li> </ul> </li> <li>• -- No Line Sharing</li> <li>• Broadband DSL               <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• EELs (Diagnostic)               <ul style="list-style-type: none"> <li>-- 2 wire analog</li> <li>-- 4 wire analog</li> <li>-- Digital</li> <li>-- Transport</li> </ul> </li> </ul>	<p><b><u>Retail Comparison:</u></b></p> <p>POTS (Res and Bus combined and FW)</p> <p>ISDN BRI</p> <p>ISDN BRI</p> <p>DS1 &amp; ISDN PRI</p> <p>DS1</p> <p>DS3</p> <p>DDS</p> <p>DDS</p> <p>VGPL</p> <p>VGPL</p> <p>DS3</p> <p>Parity with SBC/Ameritech Affiliate 6.5 days (No critical z-value applies)</p> <p>Parity with SBC/Ameritech Affiliate 6.5 days (No critical z-value applies)</p>

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>63. Percent SBC/Ameritech Caused Missed Due Dates &gt; 30 days</b>
<b>Definition:</b>
Percentage of items where installation was completed greater than 30 days following the due date.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Specials and Interconnection Trunks.</li><li>• CLEC caused misses.</li></ul>
<b>Business Rules:</b>
This includes items completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at a circuit level for all UNEs. Count any unsolicited FOC which modifies the due date as a missed due date.

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Levels of Disaggregation:						
<ul style="list-style-type: none"><li>• Geographic</li><li>• 8.0 dB Loops<ul style="list-style-type: none"><li>-- Without Test Access</li></ul></li><li>• BRI Loop With Test Access</li><li>• ISDN BRI Port</li><li>• DS1 Loop<ul style="list-style-type: none"><li>-- With Test Access</li></ul></li><li>• Dedicated Transport<ul style="list-style-type: none"><li>-- DS1</li><li>-- DS3</li></ul></li><li>• Subtending Channel<ul style="list-style-type: none"><li>-- 23B</li><li>-- 1D</li></ul></li><li>• Analog Trunk Port</li><li>• Subtending Digital Direct Combination Trunks</li><li>• Dark Fiber</li><li>• UNE-OCN</li><li>• DS3-Loop only</li><li>• DSL Loops<ul style="list-style-type: none"><li>-- Line Sharing</li><li>-- No Line Sharing</li></ul></li><li>• Broadband DSL<ul style="list-style-type: none"><li>-- Line Sharing</li><li>-- No Line Sharing</li></ul></li><li>• EELs<ul style="list-style-type: none"><li>-- 2 wire analog</li><li>-- 4 wire analog</li><li>-- Digital</li><li>-- Transport</li></ul></li></ul>						
Calculation:				Report Structure:		
(# of UNEs completed greater than 30 calendar days following the due date ÷ total items) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	None	None	None	None	None	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Benchmark:</b>	
<p><b><u>Parity:</u></b></p> <ul style="list-style-type: none"> <li>• 8.0 dB Loops               <ul style="list-style-type: none"> <li>-- Without Test Access</li> </ul> </li> <li>• BRI Loop With Test Access</li> <li>• ISDN BRI Port</li> <li>• DS1 Loop               <ul style="list-style-type: none"> <li>-- With Test Access</li> </ul> </li> <li>• Dedicated Transport               <ul style="list-style-type: none"> <li>-- DS1</li> <li>-- DS3</li> </ul> </li> <li>• Subtending Channel               <ul style="list-style-type: none"> <li>-- 23B</li> <li>-- 1D</li> </ul> </li> <li>• Analog Trunk Port</li> <li>• Subtending Digital Direct Combination Trunks</li> <li>• Dark Fiber</li> <li>• UNE-OCN (Diagnostic)</li> <li>• DS3-Loop only (Diagnostic)</li> <li>• DSL Loops               <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• Broadband DSL               <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• EELs (Diagnostic)               <ul style="list-style-type: none"> <li>-- 2 wire analog</li> <li>-- 4 wire analog</li> <li>-- Digital</li> <li>-- Transport</li> </ul> </li> </ul>	<p><b><u>Retail Comparison:</u></b></p> <p>POTS (Res and Bus combined and FW)</p> <p>ISDN BRI</p> <p>ISDN BRI</p> <p>DS1 &amp; ISDN PRI</p> <p>DS1</p> <p>DS3</p> <p>DDS</p> <p>DDS</p> <p>VGPL</p> <p>VGPL</p> <p>DS3</p> <p>Parity with SBC/Ameritech Affiliate</p> <p>Parity with SBC/Ameritech Affiliate 6% (No critical z-value applies)</p>

## Maintenance - Unbundled Network Elements

<b>65. Trouble Report Rate</b>
<b>Definition:</b>
The number of network customer trouble reports within a calendar month per 100 UNEs.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Specials and Interconnection Trunks.</li> <li>• Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports.</li> <li>• PTRs as defined in PM 115.1</li> <li>• UNE-P captured in the POTS or Specials measurements.</li> <li>• Excludes DSL (Line Share/No Line Share) &gt; 12k ft with load coils, repeaters, and/or excessive bridged taps (as indicated on the loop qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of the trouble.</li> </ul>
<b>Business Rules:</b>
Repair reports are entered into and tracked via WFA. Reports are counted in the month they close.

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Geographic</li> <li>• 8.0 dB Loops <ul style="list-style-type: none"> <li>-- Without Test Access</li> </ul> </li> <li>• BRI Loop With Test Access</li> <li>• ISDN BRI Port</li> <li>• DS1 Loop <ul style="list-style-type: none"> <li>-- With Test Access</li> </ul> </li> <li>• Dedicated Transport <ul style="list-style-type: none"> <li>-- DS1</li> <li>-- DS3</li> </ul> </li> <li>• Subtending Channel <ul style="list-style-type: none"> <li>-- 23B</li> <li>-- 1D</li> </ul> </li> <li>• Analog Trunk Port</li> <li>• Subtending Digital Direct Combination Trunks</li> <li>• Dark Fiber</li> <li>• UNE-OCN</li> <li>• DS3-Loop only</li> <li>• DSL Loops <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• Interconnection Trunks</li> <li>• Broadband DSL <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• EELs <ul style="list-style-type: none"> <li>-- 2 wire analog</li> <li>-- 4 wire analog</li> <li>-- Digital</li> <li>-- Transport</li> </ul> </li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
[# of network trouble reports ÷ (Total UNEs in service ÷ 100)]	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	



# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Benchmark:</b>	
<b><u>Parity:</u></b>	<b><u>Retail Comparison:</u></b>
<ul style="list-style-type: none"> <li>• 8.0 dB Loops               <ul style="list-style-type: none"> <li>-- Without Test Access</li> </ul> </li> <li>• BRI Loop With Test Access</li> <li>• ISDN BRI Port</li> <li>• DS1 Loop               <ul style="list-style-type: none"> <li>-- With Test Access</li> </ul> </li> <li>• Dedicated Transport               <ul style="list-style-type: none"> <li>-- DS1</li> <li>-- DS3</li> </ul> </li> <li>• Subtending Channel               <ul style="list-style-type: none"> <li>-- 23B</li> <li>-- 1D</li> </ul> </li> <li>• Analog Trunk Port</li> <li>• Subtending Digital Direct Combination Trunks</li> <li>• Dark Fiber</li> <li>• UNE-OCN (Diagnostic)</li> <li>• DS3-Loop only (Diagnostic)</li> <li>• DSL Loops               <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• Interconnection Trunks</li> <li>• Broadband DSL               <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• EELs (Diagnostic)               <ul style="list-style-type: none"> <li>-- 2 wire analog</li> <li>-- 4 wire analog</li> <li>-- Digital</li> <li>-- Transport</li> </ul> </li> </ul>	POTS (Bus)  ISDN BRI ISDN BRI DS1 & ISDN PRI  DS1 DS3  DDS DDS VGPL  VGPL DS3  Parity with SBC/Ameritech Affiliate 3% (No critical z-value applies) Inter-office Trunks  Parity with SBC/Ameritech Affiliate 3% (No critical z-value applies)

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>65.1 Trouble Report Rate Net of Installation and Repeat Reports</b>
<b>Definition:</b>
The number of customer trouble reports exclusive of installation and repeat reports within a calendar month per 100 UNEs.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Specials and Interconnection Trunks.</li><li>• UNE-P captured in the POTS or Specials measurements.</li><li>• Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports.</li><li>• PTRs as defined in PM 115.1.</li><li>• Trouble reports counted in PM 59 or PM 69.</li><li>• Excludes DSL (Line Share/No Line Share) &gt; 12k ft with load coils, repeaters, and/or excessive bridged taps (as indicated on the loop qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble.</li></ul>
<b>Business Rules:</b>
Repair reports are tracked by trouble ticket type. Reports are counted in the month they close.

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Levels of Disaggregation:						
<ul style="list-style-type: none"><li>• Geographic</li><li>• 8.0 dB Loops<ul style="list-style-type: none"><li>-- Without Test Access</li></ul></li><li>• BRI Loop With Test Access</li><li>• ISDN BRI Port</li><li>• DS1 Loop<ul style="list-style-type: none"><li>-- With Test Access</li></ul></li><li>• Dedicated Transport<ul style="list-style-type: none"><li>-- DS1</li><li>-- DS3</li></ul></li><li>• Subtending Channel<ul style="list-style-type: none"><li>-- 23B</li><li>-- 1D</li></ul></li><li>• Analog Trunk Port</li><li>• Subtending Digital Direct Combination Trunks</li><li>• Dark Fiber</li><li>• UNE-OCN</li><li>• DS3-Loop only</li><li>• DSL Loops<ul style="list-style-type: none"><li>-- Line Sharing</li><li>-- No Line Sharing</li></ul></li><li>• Broadband DSL<ul style="list-style-type: none"><li>-- Line Sharing</li><li>-- No Line Sharing</li></ul></li><li>• EELs<ul style="list-style-type: none"><li>-- 2 wire analog</li><li>-- 4 wire analog</li><li>-- Digital</li><li>-- Transport</li></ul></li></ul>						
Calculation:			Report Structure:			
[Count of trouble reports less installation and repeat reports ÷ (Total UNEs in service ÷ 100)]			Reported for CLEC, all CLECs SBC/Ameritech and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

## Benchmark:

### Parity:

- 8.0 dB Loops
  - Without Test Access
- BRI Loop With Test Access
- ISDN BRI Port
- DS1 Loop
  - With Test Access
- Dedicated Transport
  - DS1
  - DS3
- Subtending Channel
  - 23B
  - 1D
- Analog Trunk Port
- Subtending Digital Direct Combination Trunks
- Dark Fiber
- UNE-OCN (Diagnostic)
- DS3-Loop only (Diagnostic)
- DSL Loops
  - Line Sharing
  - No Line Sharing
- Interconnection Trunks
- Broadband DSL
  - Line Sharing
  - No Line Sharing
- EELs (Diagnostic)
  - 2 wire analog
  - 4 wire analog
  - Digital
  - Transport

### Retail Comparison:

POTS (Bus)

ISDN BRI

ISDN BRI

DS1 & ISDN PRI

DS1

DS3

DDS

DDS

VGPL

VGPL

DS3

Parity with SBC/Ameritech Affiliate  
3% (No critical z-value applies)

Inter-office Trunks

Parity with SBC/Ameritech Affiliate  
3% (No critical z-value applies)

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

66. Percent Missed Repair Commitments						
Definition:						
Percentage of trouble reports not cleared by the commitment time due to SBC/Ameritech reasons.						
Exclusions:						
<ul style="list-style-type: none"><li>• Specials and Interconnection Trunks.</li><li>• All UNE-P (other than 8dB loops) captured in the POTS or Specials measurements.</li><li>• Non-measured reports (CPE, Interexchange, and Information reports).</li><li>• No Access Time for Wholesale and No Access tickets for Retail.</li><li>• CLEC extended commitments.</li></ul>						
Business Rules:						
The commitment time is defined as 24 hours. If the cleared date and time minus the receive date and time > 24 hours, it counts as a trouble report that missed the repair commitment. UNEs are selected based on a specific service code off of the circuit ID. Reports are counted the month they are closed.						
Levels of Disaggregation:						
<ul style="list-style-type: none"><li>• Geographic</li><li>• 2-Wire Analog 8dB Loop.</li><li>• DSL Line Sharing</li><li>• Broadband DSL<ul style="list-style-type: none"><li>-- Line Sharing</li><li>-- No Line Sharing</li></ul></li></ul>						
Calculation:				Report Structure:		
(# of trouble reports not cleared by the commitment time for company reasons ÷ total trouble reports) * 100				Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
<ul style="list-style-type: none"><li>• Parity with SBC/Ameritech POTS Business for 2-Wire Analog 8dB Loop.</li><li>• Parity with SBC/Ameritech Affiliate for DSL line sharing and no line sharing</li></ul>						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>67. Mean Time To Restore</b>
<b>Definition:</b>
Average duration of network CLEC trouble reports from the receipt of the CLEC trouble report to the time the trouble report is cleared.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Specials and Interconnection Trunks.</li><li>• Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports.</li><li>• No Access Time for Wholesale and No Access tickets for Retail.</li><li>• CLEC extended commitments.</li><li>• Delayed Maintenance Time.</li><li>• UNE-Ps captured in the POTS or Specials measurements.</li><li>• PTRs as defined in PM 115.2.</li><li>• Excludes DSL (Line Share/No Line Share) &gt; 12k ft with load coils, repeaters, and/or excessive bridged taps (as indicated on the loop qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble.</li></ul>
<b>Business Rules:</b>
The start time is when the report is received. The stop time is when the report is cleared in WFA.

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Levels of Disaggregation:						
<ul style="list-style-type: none"><li>• Geographic</li><li>• 8.0 dB Loops<ul style="list-style-type: none"><li>-- Without Test Access</li></ul></li><li>• BRI Loop With Test Access</li><li>• ISDN BRI Port</li><li>• DS1 Loop<ul style="list-style-type: none"><li>-- With Test Access</li></ul></li><li>• Dedicated Transport<ul style="list-style-type: none"><li>-- DS1</li><li>-- DS3</li></ul></li><li>• Subtending Channel<ul style="list-style-type: none"><li>-- 23B</li><li>-- 1D</li></ul></li><li>• Analog Trunk Port</li><li>• Subtending Digital Direct Combination Trunks</li><li>• Dark Fiber</li><li>• UNE-OCN</li><li>• DS3-Loop only</li><li>• DSL Loops<ul style="list-style-type: none"><li>-- Line Sharing</li><li>-- No Line Sharing</li></ul></li><li>• Broadband DSL<ul style="list-style-type: none"><li>-- Line Sharing</li><li>-- No Line Sharing</li></ul></li><li>• EELs<ul style="list-style-type: none"><li>-- 2 wire analog</li><li>-- 4 wire analog</li><li>-- Digital</li><li>-- Transport</li></ul></li></ul> <p><u>NOTE:</u> All the above disaggregations also reported for Dispatch and No Dispatch</p>						
Calculation:			Report Structure:			
$\Sigma[(\text{Date and time trouble report is cleared}) - (\text{date and time trouble report is received})] \div \text{total network customer trouble reports}$			Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

## Benchmark:

### Parity:

- 8.0 dB Loops -- Dispatched
  - Without Test Access
- 8.0 dB Loops -- Non-Dispatched
  - Without Test Access
- BRI Loop With Test Access
- ISDN BRI Port
- DS1 Loop
  - With Test Access
- Dedicated Transport
  - DS1
  - DS3
- Subtending Channel
  - 23B
  - 1D
- Analog Trunk Port
- Subtending Digital Direct Combination Trunks
- Dark Fiber
- UNE-OCN (Diagnostic)
- DS3-Loop only (Diagnostic)
- DSL Loops
  - Line Sharing
  - No Line Sharing
- Broadband DSL
  - Line Sharing
  - No Line Sharing
- EELs (Diagnostic)
  - 2 wire analog
  - 4 wire analog
  - Digital
  - Transport

### Retail Comparison:

POTS (Res and Bus combined and FW)

POTS (Res and Bus combined and NFW)

ISDN BRI

ISDN BRI

DS1 & ISDN PRI

  

DS1

DS3

  

DDS

DDS

VGPL

  

VGPL

DS3

  

Parity with SBC/Ameritech Affiliate  
9 Hours (No critical z-value applies)

  

Parity with SBC/Ameritech Affiliate  
9 Hours (No critical z-value applies)



## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>68. Percent Out Of Service (OOS) &lt; “24” Hours</b>					
<b>Definition:</b>					
Percentage of OOS trouble reports cleared in less than 24 hours.					
<b>Exclusions:</b>					
<ul style="list-style-type: none"><li>• Specials and Interconnection Trunks.</li><li>• All UNE-P (other than 8dB loops) captured in the POTS or Specials measurements.</li><li>• Non-measured reports (CPE, Interexchange, and Information reports).</li><li>• No Access Time for Wholesale and No Access tickets for Retail.</li><li>• CLEC extended commitments.</li></ul>					
<b>Business Rules:</b>					
The close date and time minus the receive date and time must be greater than 0 and less than 24 hours for it to count as a trouble report that was cleared in less than 24 hours.					
<b>Levels of Disaggregation:</b>					
<ul style="list-style-type: none"><li>• Geographic</li><li>• 2-Wire Analog 8dB Loop.</li></ul>					
<b>Calculation:</b>			<b>Report Structure:</b>		
(# of OOS trouble reports < 24 hours ÷ total OOS trouble reports) * 100			Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
<b>Measurement Type:</b>					
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>
<b>Tier 1</b>	Med	Med	Med	Med	Med
<b>Tier 2</b>	None	None	None	None	None
<b>Benchmark:</b>					
Parity with SBC/Ameritech POTS Business and Residence combined.					

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>69. Percent Repeat Reports</b>	
<b>Definition:</b>	
Percentage of network customer trouble reports received within 30 calendar days of a previous customer trouble report.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"><li>• Specials and Interconnection Trunks.</li><li>• Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports.</li><li>• PTRs as defined in PM 115.1.</li><li>• UNE-P captured in the POTS or Specials measurements.</li><li>• Excludes repeat troubles where the original customer report was excluded in PM 59.</li></ul>	
<b>Business Rules:</b>	
Includes customer trouble reports received within 30 calendar days of an original customer report. When the second report is received in 30 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 30 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. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Levels of Disaggregation:						
<ul style="list-style-type: none"><li>• Geographic</li><li>• 8.0 dB Loops<ul style="list-style-type: none"><li>-- Without Test Access</li></ul></li><li>• BRI Loop With Test Access</li><li>• ISDN BRI Port</li><li>• DS1 Loop<ul style="list-style-type: none"><li>-- With Test Access</li></ul></li><li>• Dedicated Transport<ul style="list-style-type: none"><li>-- DS1</li><li>-- DS3</li></ul></li><li>• Subtending Channel<ul style="list-style-type: none"><li>-- 23B</li><li>-- 1D</li></ul></li><li>• Analog Trunk Port</li><li>• Subtending Digital Direct Combination Trunks</li><li>• Dark Fiber</li><li>• UNE-OCN</li><li>• DS3-Loop only</li><li>• DSL Loops<ul style="list-style-type: none"><li>-- Line Sharing</li><li>-- No Line Sharing</li></ul></li><li>• Interconnection Trunks</li><li>• Broadband DSL<ul style="list-style-type: none"><li>-- Line Sharing</li><li>-- No Line Sharing</li></ul></li><li>• EELs<ul style="list-style-type: none"><li>-- 2 wire analog</li><li>-- 4 wire analog</li><li>-- Digital</li><li>-- Transport</li></ul></li></ul>						
Calculation:				Report Structure:		
# of network customer trouble reports received within 30 calendar days of a previous customer trouble report ÷ total network customer trouble reports) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Benchmark:</b>	
<b><u>Parity:</u></b>	<b><u>Retail Comparison:</u></b>
<ul style="list-style-type: none"> <li>• 8.0 dB Loops               <ul style="list-style-type: none"> <li>-- Without Test Access</li> </ul> </li> <li>• BRI Loop With Test Access</li> <li>• ISDN BRI Port</li> <li>• DS1 Loop               <ul style="list-style-type: none"> <li>-- With Test Access</li> </ul> </li> <li>• Dedicated Transport               <ul style="list-style-type: none"> <li>-- DS1</li> <li>-- DS3</li> </ul> </li> <li>• Subtending Channel               <ul style="list-style-type: none"> <li>-- 23B</li> <li>-- 1D</li> </ul> </li> <li>• Analog Trunk Port</li> <li>• Subtending Digital Direct Combination Trunks</li> <li>• Dark Fiber</li> <li>• UNE-OCN (Diagnostic)</li> <li>• DS3-Loop only (Diagnostic)</li> <li>• DSL Loops               <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• Interconnection Trunks</li> <li>• Broadband DSL               <ul style="list-style-type: none"> <li>-- Line Sharing</li> <li>-- No Line Sharing</li> </ul> </li> <li>• EELs (Diagnostic)               <ul style="list-style-type: none"> <li>-- 2 wire analog</li> <li>-- 4 wire analog</li> <li>-- Digital</li> <li>-- Transport</li> </ul> </li> </ul>	POTS (Res and Bus combined and FW)  ISDN BRI ISDN BRI DS1 & ISDN PRI  DS1 DS3  DDS DDS VGPL  VGPL DS3  Parity with SBC/Ameritech Affiliate 12% (No critical z-value applies) Parity w/Retail equivalent  Parity with SBC/Ameritech Affiliate 6% (No critical z-value applies)

# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

## Interconnection Trunks

70. Percentage of Trunk Blockage (Call Blockage)						
Definitio on:						
Percentage of calls blocked on outgoing traffic from SBC/Ameritech end office to CLEC end office and from SBC/Ameritech tandem to CLEC end office.						
Exclusions:						
<ul style="list-style-type: none"><li>Weekends and Holidays</li><li>If CLECs have trunks busied-out for maintenance at their end, or if they have other network problems which are under their control.</li><li>SBC/Ameritech is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks.</li><li>If CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 days when a Call Blocking situation is identified by SBC/Ameritech or in the timeframe specified in the ICA.</li><li>If CLEC fails to provide a forecast.</li><li>If CLEC’s actual trunk usage, as shown by SBC/Ameritech from traffic usage studies, is more than 25% above CLEC’s most recent forecast, which must have been provided within the last six-months unless a different timeframe is specified in an interconnection agreement.</li></ul>						
The exclusions do not apply if SBC/Ameritech fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC/Ameritech refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC’s reasonable forecast regardless of what the current usage data is.						
Business Rules:						
Blocked calls and total calls are gathered during 20 business days.						
Levels of Disaggregation:						
<ul style="list-style-type: none"><li>SBC/Ameritech end office to CLEC end office.</li><li>SBC/Ameritech tandem to CLEC end office.</li></ul>						
Calculation:			Report Structure:			
(# of blocked calls ÷ total calls offered) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

### **Benchmark:**

Dedicated Trunk Groups not to exceed blocking standard of B.01 = IL, IN, MI, OH, WI. Parity with SBC/Ameritech Retail to be reported in Illinois, though performance greater than or equal to the benchmark not in parity with SBC/Ameritech Retail will not be subject to remedy payments, and will not be reported as a “missed” result. Performance below the benchmark in Illinois, regardless of whether or not in parity with SBC/Ameritech Retail, will result in SBC/Ameritech being subject to remedy payments for this measurement.

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>70.1 Trunk Blockage Exclusions</b>	
<b>Definition:</b>	
Number of calls blocked on outgoing traffic from SBC/Ameritech end office to CLEC end office and from SBC/Ameritech tandem to CLEC end office that are excluded from the trunk blockage data reported under PM 70.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Weekends and Holidays</li> <li>• If CLECs have trunks busied-out for maintenance at their end, or if they have other network problems which are under their control.</li> <li>• SBC/Ameritech is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks.</li> <li>• If CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 days when a Call Blocking situation is identified by SBC/Ameritech or in the timeframe specified in the ICA.</li> <li>• If CLEC fails to provide a forecast.</li> <li>• If CLEC's actual trunk usage, as shown by SBC/Ameritech from traffic usage studies, is more than 25% above CLEC's most recent forecast, which must have been provided within the last six-months unless a different timeframe is specified in an interconnection agreement.</li> </ul> <p>The exclusions do not apply if SBC/Ameritech fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC/Ameritech refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.</p>	
<b>Business Rules</b>	
Number of blocked calls and total calls excluded from the monthly blockage data reported under Performance Measurement 70. No penalties or liquidated damages apply.	
<b>Levels of Disaggregation:</b>	
By Market Region.	
<b>Calculation:</b>	<b>Report Structure:</b>
Count of Excluded blocked calls	Reported for CLEC and all CLECs.
<b>Measurement Type:</b>	
Tier-1 None	
Tier-2 None	
<b>Benchmark:</b>	
Diagnostic	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>70.2 Percentage of Trunk Blockage (Trunk Groups)</b>
<b>Definition:</b>
Percentage of trunk groups (TGs) with calls blocked on outgoing traffic from SBC/Ameritech end office to CLEC end office, and from SBC/Ameritech tandem office to CLEC end office. This measure is evaluated using a three-month rolling average of trunk group blockage. (This measure is only valid if a CLEC has 20 or more trunk groups.)
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• If CLECs have more than 10% of the trunks of a particular TG busied-out for maintenance at their end, that TG will be excluded from that month's calculation.</li><li>• A TG may be excluded from the calculations for a particular month if CLEC is found to be not ready for turn-up on the negotiated Due Date in 3 consecutive instances within the month.</li><li>• If CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 business days when a Call Blocking situation is identified in a Final Trunk Group by SBC/Ameritech or in the timeframe specified in the ICA, (Article 4.3.13) the TG in question may be excluded from the calculations for that particular month.</li><li>• If CLEC fails to provide a forecast for a particular TG, that TG will be excluded from calculations until a forecast is provided.</li><li>• If CLECs actual "trunks required" calculation, as shown by SBC/Ameritech from traffic usage studies, is more than 150% of CLEC's forecast for the TG in question, which was delivered to SBC/Ameritech six months prior, unless a different timeframe is specified in an interconnection agreement, that particular TG may be excluded from the calculations for that particular month.</li><li>• New trunk groups that have not been in service for six months may be excluded from calculations for that 6-month period. Nevertheless, utilization data will be gathered upon turn-up of the TG.</li></ul> <p>The exclusions do not apply if SBC/Ameritech fails to timely provide the CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC/Ameritech refused to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's forecast regardless of what the current usage data is.</p>
<b>Business Rules:</b>
Blocked calls and total calls are gathered on all reportable trunk groups during the official 20-day study month. Busy hour statistics are determined for reporting purposes.
<b>Levels of Disaggregation:</b>
<ul style="list-style-type: none"><li>• SBC/Ameritech end office to CLEC end office.</li><li>• SBC/Ameritech tandem to CLEC end office.</li></ul>



## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Calculation:	Report Structure:
(# of trunk groups exceeding 1% blocking for each of three consecutive months ÷ total # trunk groups in service) * 100.	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier-1    None	
Tier-2    None	
Benchmark:	
Diagnostic.	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

71. Common Transport Trunk Group Blockage						
Definition:						
Percentage of local common transport trunk groups exceeding 2% blockage.						
Exclusions:						
No data is collected on weekends.						
Business Rules:						
Common transport trunk groups that reflect blocking in excess of 2% or 1%(if a separate common transport trunk group is established to carry CLEC traffic only) using a busy hour from the four most recent weeks of data.						
Levels of Disaggregation:						
<ul style="list-style-type: none"><li>Common trunk groups where CLECs share ILEC trunks</li><li>Common trunk groups for CLECs not shared by ILEC</li></ul>						
Calculation:				Report Structure:		
(# of common transport trunk groups exceeding 2% blocking ÷ total common transport trunk groups) * 100.				Reported on local common transport trunk groups, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	None	None	None	None	None	
Tier 2	High	High	Med	High	High	
Benchmark:						
2% of trunk groups not to exceed 2% blockage.						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

73. Percent Installations Completed Within Customer Requested Due Date – Interconnection Trunks						
Definition:						
Percentage of trunk order due dates for interconnection trunks met within customer requested due date when that due date is later than or equal to the standard interval or, if expedited, (accepted or not accepted) the date agreed to by SBC/Ameritech.						
Exclusions:						
CLEC Caused Misses.						
Business Rules:						
The Due Date starts the clock. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity and it is accepted by the CLEC, which stops the clock. The source is WFA (Work Force Administration) and is at an item or circuit level. Delay of Ameritech-Initiated Tandem Re-homing project notification – the notification of any delay of these projects will be via LERG update and also via accessible letter sent to the CLECs. SBC/Ameritech will be responsible to modify the due date as defined in the accessible letter and notify the CLEC of this revised due date. The 30 days will be measured against this new due date established and sent to the CLEC						
Levels of Disaggregation:						
<ul style="list-style-type: none"><li>• 911</li><li>• OS/DA</li><li>• SS7</li><li>• Interconnection Trunks (Non projects – subject to standard interval)</li><li>• Interconnection Trunks (Projects – subject to negotiated interval)</li><li>• Tandem Re-homing – SBC/Ameritech owned/initiated (subject to negotiated interval and excluded from all other disaggregations)</li></ul>						
Calculation:				Report Structure:		
(# of trunk circuit due dates met ÷ total trunk circuits installed) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
<ul style="list-style-type: none"><li>• 95% within customer requested due date or, if expedited (accepted or not accepted), the date agreed to by SBC/Ameritech.</li><li>• For projects, 95% within the negotiated due date.</li><li>• Tandem Re-homing – SBC/Ameritech owned/initiated: within 30 calendar days of negotiated due date (This disaggregation will be diagnostic for 6 months from the filing date of the Joint Motion at which time the PM will then be remedied.)</li></ul>						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>74. Average Delay Days For Missed Due Dates – Interconnection Trunks</b>	
<b>Definition:</b>	
Average calendar days from due date to completion date on company missed interconnection trunk orders.	
<b>Exclusions:</b>	
CLEC Caused Misses	
<b>Business Rules:</b>	
The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• 911</li> <li>• OS/DA</li> <li>• SS7</li> <li>• Interconnection Trunks</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\Sigma$ (Completion date – committed circuit due date) ÷ (Total completed trunk circuits with missed Due Dates)	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Parity with SBC/Ameritech Interoffice Facility Trunks.	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

75. Percentage SBC/Ameritech Caused Missed Due Dates > 30 Days – Interconnection Trunks						
<b>Definition:</b>						
Percentage of Interconnection Trunk Circuits where installation was completed greater than 30 calendar days following the due date.						
<b>Exclusions:</b>						
CLEC Caused Misses.						
<b>Business Rules:</b>						
The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level.						
<b>Levels of Disaggregation:</b>						
<ul style="list-style-type: none"><li>• 911</li><li>• OS/DA</li><li>• SS7</li><li>• Interconnection Trunks</li></ul>						
<b>Calculation:</b>				<b>Report Structure:</b>		
(# of interconnection trunk circuits completed greater than 30 days following the due date, ÷ total installed interconnection trunk circuits) * 100.				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	Med	Med	Med	Med	Med	
<b>Tier 2</b>	None	None	None	None	None	
<b>Benchmark:</b>						
No more than 2% interconnection trunk orders completed > 30 days = IN, MI, OH, WI; Parity with SBC/Ameritech Retail = IL						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

76. Average Trunk Restoration Interval – Interconnection Trunks						
Definition:						
Average time to repair interconnection trunks. This measure is based on calendar days.						
Exclusions:						
<ul style="list-style-type: none"><li>• Non-measured tickets (CPE, Interexchange, or Information).</li><li>• No Access/Delayed Maintenance.</li></ul>						
Business Rules:						
The start time is when the report is received. The source is WFA (Work Force Administration) and is at an item or circuit level. The stop time is when the circuit is restored and the report is cleared in WFA.						
Levels of Disaggregation:						
<ul style="list-style-type: none"><li>• 911</li><li>• OS/DA</li><li>• SS7</li><li>• Interconnection Trunks</li></ul>						
Calculation:			Report Structure:			
$\Sigma[(\text{Date and time trouble report is cleared}) - (\text{date and time trouble report is received})] \div \text{total trunk trouble reports}$			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
Parity with SBC/Ameritech Retail.						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

77. Average Trunk Restoration Interval for Service-Affecting Trunk Groups						
<b>Definition:</b>						
The average time to restore service-affecting trunk groups.						
<b>Exclusions:</b>						
<ul style="list-style-type: none"><li>• Non-measured tickets (CPE, Interexchange, or Information</li><li>• No Access/Delayed Maintenance</li></ul>						
<b>Business Rules:</b>						
Service affecting is defined as 20% of a trunk group out-of-service that causes trunk group blockage. The clock starts on receipt of a trouble ticket from the CLEC that identifies a service affecting condition. The clock stops after completion of work by SBC/Ameritech.						
<b>Levels of Disaggregation:</b>						
<ul style="list-style-type: none"><li>• Tandem trunk groups.<ul style="list-style-type: none"><li>-- 911</li><li>-- OS/DA</li><li>-- SS7</li><li>-- Interconnection Trunks</li></ul></li><li>• Non-Tandem trunk groups.<ul style="list-style-type: none"><li>-- 911</li><li>-- OS/DA</li><li>-- SS7</li><li>-- Interconnection Trunks</li></ul></li></ul>						
<b>Calculation:</b>				<b>Report Structure:</b>		
$\Sigma[(\text{Date and time trouble report is cleared}) - (\text{date and time trouble report is received})] \div \text{total service affecting trunk group trouble reports}$				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	High	High	Med	High	High	
<b>Tier 2</b>	High	High	Med	High	High	
<b>Benchmark:</b>						
<ul style="list-style-type: none"><li>• Tandem trunk groups-all disaggregations – 1 hour</li><li>• Non-Tandem trunk groups – all disaggregations – 2 hours.</li></ul>						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>78. Average Interconnection Trunk Installation Interval</b>	
<b>Definition:</b>	
The average time from receipt of a complete and accurate ASR until the completion of the trunk order.	
<b>Exclusions:</b>	
Customer requested due dates greater than 20 business days.CLEC caused misses.	
<b>Business Rules:</b>	
The clock starts on the receipt of a complete and accurate ASR and the clock stops on the date the work is completed.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Interconnection Trunks</li> <li>• SS7 Links</li> <li>• OS/DA</li> <li>• 911 Trunks</li> <li>• Projects (not included in the other disaggregations)</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\Sigma(\text{completion date of the trunk order} - \text{receipt date of complete and accurate ASR}) \div \text{total installed trunk orders}$	Reported for CLEC all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
20 Business days = IN, MI, OH, WI; Parity with SBC/Ameritech Retail = IL Diagnostic for Projects.	



# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

## Directory Assistance (DA) and Operator Services (OS)

79. Directory Assistance Grade Of Service	
<b>Definition:</b>	
Percentage of directory assistance calls answered within “X” seconds.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The clock starts when the customer enters the queue and the clock stops when an SBC/Ameritech representative answers the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling calls for assistance during hours of operation. Calls are categorized into the designated bands to determine the percentage of calls that were answered within “x” seconds.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• &lt; 1.5 seconds</li> <li>• &lt; 2.5 seconds</li> <li>• &gt; 7.5 seconds</li> <li>• &gt; 10.0 seconds</li> <li>• &gt; 15.0 seconds</li> <li>• &gt; 20.0 seconds</li> <li>• &gt; 25.0 seconds</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Calls answered within “X” seconds ÷ total calls answered) * 100	Reported for the aggregate of all CLECs and SBC/Ameritech
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

80. Directory Assistance Average Speed Of Answer						
<b>Definition:</b>						
The average time a customer is in queue.						
<b>Exclusions:</b>						
None						
<b>Business Rules:</b>						
The clock starts when the customer enters the queue and the clock stops when an SBC/Ameritech representative answers the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling calls for assistance during hours of operation.						
<b>Levels of Disaggregation:</b>						
None						
<b>Calculation:</b>				<b>Report Structure:</b>		
Total queue time ÷ total calls answered				Reported for the aggregate of all CLECs and SBC/Ameritech		
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	None	None	None	None	None	
<b>Tier 2</b>	Low	Low	Med	Low	Low	
<b>Benchmark:</b>						
IL = 7 sec; IN = 7.7 sec; MI = N/A; OH = 20.0 sec; WI = 6.3 sec; To be consistent/and change (auto-evolve) with State Retail Minimum Standard rulings. The State Commission Minimum Service Standards can be found at these URLs:						
Illinois						
• <a href="http://www.icc.state.il.us/tc/telecommunications.aspx">http://www.icc.state.il.us/tc/telecommunications.aspx</a>						
Wisconsin						
• <a href="http://psc.wi.gov/_search/advquery.asp">http://psc.wi.gov/_search/advquery.asp</a>						
Michigan						
• <a href="http://www.cis.state.mi.us/mpsc/comm/rules/">http://www.cis.state.mi.us/mpsc/comm/rules/</a>						
Indiana						
• <a href="http://www.in.gov/legislative/register/September-1-2002.html">http://www.in.gov/legislative/register/September-1-2002.html</a>						
Ohio						
• <a href="http://onlinedocs.andersonpublishing.com/oac/index3.cfm?GRStructure1=4901%3A1&amp;GRStructure2=4901%3A1%2D5&amp;GRStructure3=&amp;TextField=%3CJD%3A%224901%3A1%2D5%22%3EChapter%20%3CJL%3AJump%2C%224901%3A1%2D5%22%3E4901%3A1%2D5%3CEL%3E%20Furnishing%20of%20Int">http://onlinedocs.andersonpublishing.com/oac/index3.cfm?GRStructure1=4901%3A1&amp;GRStructure2=4901%3A1%2D5&amp;GRStructure3=&amp;TextField=%3CJD%3A%224901%3A1%2D5%22%3EChapter%20%3CJL%3AJump%2C%224901%3A1%2D5%22%3E4901%3A1%2D5%3CEL%3E%20Furnishing%20of%20Int</a>						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

81. Operator Services Grade Of Service	
<b>Definition:</b>	
Percentage of operator services calls answered within “X” seconds.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
<p>The clock starts when the customer enters the queue and the clock stops when an SBC/Ameritech representative answers the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling calls for assistance during hours of operation. Calls are categorized into the designated bands to determine the percentage of calls that were answered within “X” seconds.</p>	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• &lt; 1.5 seconds</li> <li>• &lt; 2.5 seconds</li> <li>• &gt; 7.5 seconds</li> <li>• &gt; 10.0 seconds</li> <li>• &gt; 15.0 seconds</li> <li>• &gt; 20.0 seconds</li> <li>• &gt; 25.0 seconds</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Calls answered within “x” seconds ÷ total calls answered) * 100	Reported for the aggregate of all CLECs and SBC/Ameritech
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

82. Operator Services Speed of Answer						
<b>Definition:</b>						
The average time a customer is in queue.						
<b>Exclusions:</b>						
None						
<b>Business Rules:</b>						
The clock starts when the customer enters the queue and the clock stops when an SBC/Ameritech representative answers the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling calls for assistance during hours of operation.						
<b>Levels of Disaggregation:</b>						
None						
<b>Calculation:</b>				<b>Report Structure:</b>		
Total queue time ÷ total calls answered.				Reported for the aggregate of all CLECs and SBC/Ameritech		
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	None	None	None	None	None	
<b>Tier 2</b>	Low	Low	Med	Low	Low	
<b>Benchmark:</b>						
IL = 3.6 sec; IN = 3.3 sec.; MI = 10 sec.; OH = 20 sec.; WI = 2.7 sec; To be consistent/and change (auto-evolve) with State Retail Minimum Standard rulings. The State Commission Minimum Service Standards can be found at these URLs:						
Illinois						
• <a href="http://www.icc.state.il.us/tc/telecommunications.aspx">http://www.icc.state.il.us/tc/telecommunications.aspx</a>						
Wisconsin						
• <a href="http://psc.wi.gov/search/advquery.asp">http://psc.wi.gov/search/advquery.asp</a>						
Michigan						
• <a href="http://www.cis.state.mi.us/mpsc/comm/rules/">http://www.cis.state.mi.us/mpsc/comm/rules/</a>						
Indiana						
• <a href="http://www.in.gov/legislative/register/September-1-2002.html">http://www.in.gov/legislative/register/September-1-2002.html</a>						
Ohio						
• <a href="http://onlinedocs.andersonpublishing.com/oac/index3.cfm?GRStructure1=4901%3A1&amp;GRStructure2=4901%3A1%2D5&amp;GRStructure3=&amp;TextField=%3CJD%3A%224901%3A1%2D5%22%3EChapter%20%3CJL%3AJump%2C%224901%3A1%2D5%22%3E4901%3A1%2D5%3CEL%3E%20Furnishing%20of%20Int">http://onlinedocs.andersonpublishing.com/oac/index3.cfm?GRStructure1=4901%3A1&amp;GRStructure2=4901%3A1%2D5&amp;GRStructure3=&amp;TextField=%3CJD%3A%224901%3A1%2D5%22%3EChapter%20%3CJL%3AJump%2C%224901%3A1%2D5%22%3E4901%3A1%2D5%3CEL%3E%20Furnishing%20of%20Int</a>						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

83. Percentage of Calls Abandoned	
<b>Definition:</b>	
The percentage of calls where the customer hangs up while the call is in queue.	
<b>Exclusions:</b>	
SBC/Ameritech generated test calls.	
<b>Business Rules:</b>	
The clock runs on a 24-hour cycle starting at 6:00 a.m. and ending at 6:00 a.m. This measurement determines the amount of calls that were abandoned against the number of operator positions available during the reporting month in quarter hour intervals.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• OS</li> <li>• DA</li> </ul>	
Calculation:	Report Structure:
(# of calls abandoned ÷ number of operator positions available) * 100	Reported for the aggregate of all CLECs and SBC/Ameritech
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

## Local Number Portability (LNP)

91. Percentage of LNP Only Orders within the Customer Requested Due Date						
Definition:						
Percentage of LNP Only Orders that are completed within or on the Customer Requested Due Date.						
Exclusions:						
<ul style="list-style-type: none"><li>• CLEC caused or requested delays.</li><li>• NPAC caused delays unless caused by SBC/Ameritech.</li><li>• CLEC requested Due Dates less than 3 business days.</li></ul>						
Business Rules:						
<p>The clock starts on the date of FOC issuance, which is the date that SBC/Ameritech returned a FOC to the CLEC. The clock stops on the Completion Date, which is the date that SBC/Ameritech completed the order. Orders are included in the month they posted. Standard due date interval for LNP Only orders is three business days. :</p> <ul style="list-style-type: none"><li>• &gt;100 TNs - The due dates are negotiated</li></ul>						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
(# of LNP Only Orders completed within the Customer Requested Due Date or Negotiated Due Date ÷ total LNP Only Orders ) *100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
96.5%.						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>92. Percentage of Time the Old Service Provider Releases the Subscription Prior to the Expiration of the Second 9-Hour (T2) Timer</b>	
<b>Definition:</b>	
Percentage of time the old service provider releases subscription(s) to NPAC prior to the expiration of the second (T2) 9-hour timer. This would include subscription(s) released prior to the expiration of the first (T1) or the second (T2) 9-hour timers.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• CLEC caused or requested delays.</li> <li>• NPAC caused delays unless caused by SBC/Ameritech.</li> <li>• Cases where SBC/Ameritech did the release but the New Service Provider did not respond prior to the expiration of the T2 timer. This sequence of events causes the NPAC to send a cancel of SBC/Ameritech's release request. In these cases, SBC/Ameritech may have to re-work to release the TN so it can be ported to meet the due date.</li> </ul>	
<b>Business Rules:</b>	
Number of LNP TNs for which subscription to NPAC was released prior to the expiration of the second 9-hour (T2) timer.	
<b>Levels of Disaggregation:</b>	
None	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of LNP TNs for which subscription to NPAC was released prior to the expiration of the second 9-hour (T2) timer ÷ total LNP TNs for which the subscription was released) *100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
96.5%.	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

93. Percentage of Time Customer Accounts Restructured by the LNP Only Completion Date						
<b>Definition:</b>						
Percentage of accounts restructured by the LNP Only Provisioning Completion Date.						
<b>Exclusions:</b>						
None						
<b>Business Rules:</b>						
<i>This measure is for partial LNPs only.</i>						
Partial LNP Orders require an SBC/Ameritech account to be restructured. This measures the amount of time the account was restructured by the LNP completion date.						
<b>Levels of Disaggregation:</b>						
None						
<b>Calculation:</b>				<b>Report Structure:</b>		
(# of partial LNP Only orders where the account was restructured by the completion date of the order) ÷ (total partial LNP Only orders that required customer accounts to be restructured) *100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
<b>Measurement Type</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	Low	Low	Med	Low	Low	
<b>Tier 2</b>	None	None	None	None	None	
<b>Benchmark:</b>						
96.5%						



## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

96. Percentage Pre-Mature Disconnects for LNP Orders						
<b>Definition:</b>						
Percentage of LNP cutovers where SBC/Ameritech prematurely removes the translations, including the 10-digit trigger, prior to the scheduled conversion time.						
<b>Exclusions:</b>						
Coordinated Conversions.						
<b>Business Rules:</b>						
The count of incidents, on an order level, where the translations are released prior to the scheduled conversion. Count the number of cutovers that are prematurely disconnected (translations released prior to the due date).						
<b>Levels of Disaggregation:</b>						
<ul style="list-style-type: none"><li>LNP only.</li><li>LNP with Loop.</li></ul>						
<b>Calculation:</b>				<b>Report Structure:</b>		
(# of premature disconnects ÷ total conversions) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	Low	Low	Med	Low	Low	
<b>Tier 2</b>	None	None	None	None	None	
<b>Benchmark:</b>						
2% or less cutovers are disconnected prior to the due date (translations are released prior to the due date).						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

97. Percentage of Time SBC/Ameritech Applies the 10-digit Trigger Prior to the LNP Order Due Date						
Definition:						
Percentage of time SBC/Ameritech applies 10-digit trigger, where technically feasible, for LNP or LNP with loop TNs on the day prior to the due date.						
Exclusions:						
<ul style="list-style-type: none"><li>Where not technically feasible.</li><li>CLEC caused misses.</li></ul>						
Business Rules:						
Obtain number of LNP or LNP with loop TNs where the 10-digit trigger was applied on the day prior to due date, and the total number of LNP or LNP with Loop TNs where the 10-digit trigger was applied, where technically feasible.						
Levels of Disaggregation:						
<ul style="list-style-type: none"><li>LNP only</li><li>LNP with Loop</li></ul>						
Calculation:				Report Structure:		
(# of LNP TNs for which 10-digit trigger was applied 24 hours prior to due date ÷ total LNP TNs for which 10-digit triggers were applied) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
96.5%						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

98. Percentage LNP Trouble Reports within 30 Days of Installation						
<b>Definition:</b>						
Percentage of LNP Orders that receive a network customer trouble report within 30 calendar days of service order completion.						
<b>Exclusions:</b>						
<ul style="list-style-type: none"><li>Excluding subsequent reports and all disposition codes “11”, “12”, &amp; “13” reports (excludable reports).</li><li>Trouble reports caused by CPE or inside wiring.</li></ul>						
<b>Business Rules:</b>						
Includes trouble reports received the day after SBC/Ameritech personnel complete the service order through 30 calendar days after completion. The denominator for this measure is the total count of orders by circuit posted within the reporting month. However, the denominator will at a minimum be equal to the numerator. The numerator is the number of trouble reports received on or within 30 days after service order completion and closed within the reporting month.						
<b>Levels of Disaggregation:</b>						
None						
<b>Calculation:</b>				<b>Report Structure:</b>		
(# of LNP Orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ total LNP Orders) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	High	High	Med	High	High	
<b>Tier 2</b>	High	High	Med	High	High	
<b>Benchmark:</b>						
Parity with SBC/Ameritech Retail POTS – No Field Work.						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>99. Average Delay Days for SBC/Ameritech Missed Due Dates (For Stand-Alone LNP Orders)</b>	
<b>Definition:</b>	
Average calendar days from due date to completion date on Company missed orders.	
<b>Exclusions:</b>	
On time or early completions.	
<b>Business Rules:</b>	
The clock starts on the due date and the clock ends on the completion date based on posted LNP orders. Retail comparison is installations, not disconnects.	
<b>Levels of Disaggregation:</b>	
LNP Only.	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{\Sigma(\text{LNP Completion Date} - \text{LNP Order due date})}{\text{total LNP orders where there was a SBC/Ameritech caused missed due date}}$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Parity with SBC/Ameritech Retail POTS – No Field Work.	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

100. Average Time of Out of Service for LNP Conversions						
Definition:						
Average time to facilitate the activation request in SBC/Ameritech’s network.						
Exclusions:						
<ul style="list-style-type: none"><li>• CLEC-caused errors.</li><li>• NPAC-caused errors unless caused by SBC/Ameritech.</li><li>• Large ports greater than 500 ports.</li></ul>						
Business Rules:						
The Start time is the Receipt of NPAC broadcast activation message in SBC/Ameritech’s LSMS; and the End time is when the Provisioning event is done in SBC/Ameritech’s LSMS. Calculate the total difference between the start time and end time in minutes for LNP activations during the reporting period.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
$\frac{\Sigma(\text{LNP stop time} - \text{LNP start time})}{\div \text{ total LNP activated TNs}}$				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
60 Minutes						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

101. Percent Out of Service < 60 minutes						
Definition:						
The Number of LNP related conversions where the time required to facilitate the activation of the port in SBC/Ameritech’s network is less than 60, expressed as a percentage of total number of activations that took place.						
Exclusions:						
<ul style="list-style-type: none"><li>• CLEC caused errors.</li><li>• NPAC caused errors unless caused by SBC/Ameritech.</li><li>• Large ports greater than 500 ports.</li></ul>						
Business Rules:						
The Start time is the Time that an “activate NPAC” broadcast is received in SBC/Ameritech's LSMS. The End time is the Time the provisioning event is complete in SBC/Ameritech's LSMS. Count the number of conversions that took place in less than 60 minutes. There is no difference between the denominator for this measure and the denominator in measure #100.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
[(# of activated TNs provisioned in less than 60 minutes) ÷ (total LNP activated TNs)] * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	Med	Med	Med	Med	Med	
Benchmark:						
96.5%						

**911**

102. Average Time To Clear Errors (Facility-Based Providers)						
Definition:						
The average time it takes to clear an error after it is detected during the processing of the 911 database file. This is only on resale or UNE loop and port combination orders that SBC/Ameritech installs.						
Exclusions:						
None						
Business Rules:						
The clock starts upon the receipt of the error file and the clock stops when the error is corrected.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
[Σ(Date and time error detected – date and time error cleared)] ÷ total errors			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
Parity						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

103. Percent Accuracy for 911 Database Updates (Facility-Based Providers)						
Definition:						
The percentage of 911 records that were updated by SBC/Ameritech in error.						
Exclusions:						
CLEC Caused Errors.						
Business Rules:						
The data required to calculate this measurement will be provided by the CLEC based on the compare file. CLEC requests a compare file in writing through their assigned SBC/Ameritech Account Manager. This request should provide the requesting company’s name (per CLEC interconnection or resale agreement), ACNA, requested geographic area (e.g., state, NPA, etc.), if the compare file is requested by email, diskette, CD-ROM, and the CLEC contact name, number, and e-mail address. Upon request, SBC/Ameritech will provide, within 14 business days of request receipt, an electronic compare file. CLEC will be provided a file that contains all customer information for the geographic area that they request (e.g., state, NPA, etc.). The file can be provided via CR-ROM, diskette, paper or as an electronic file (transmitted) The CLEC will provide the number of records transmitted and the errors found. SBC/Ameritech will verify the records determined to be in error to validate that the records were input by SBC/Ameritech incorrectly. An update is completed without error if the database completely and accurately reflects the activity specified on the order submitted by the CLEC.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
(# of SBC/Ameritech caused update errors ÷ Total updates) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
Parity with SBC/Ameritech Retail.						



## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

104. Average Time Required to Update 911 Database (Facility Based Providers)						
Definition:						
The average time it takes to update the 911 database file.						
Exclusions:						
None						
Business Rules:						
The clock starts on the date/time when the data processing starts and the clock stops on the date/time when the data processing is complete.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
[Σ(Date and time data processing begins - date and time data processing ends)] ÷ total files			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
Parity with SBC/Ameritech Retail.						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

104.1 The Average Time It Takes To Unlock the 911 Record	
<b>Definition:</b>	
The average time it takes to unlock the 911 record to allow the record to be claimed by the CLEC.	
<b>Exclusions:</b>	
CLEC caused delayed unlocks	
<b>Business Rules:</b>	
The clock starts on the date of completion and the clock stops on the date/time when the 911 record is unlocked.	
<b>Levels of Disaggregation:</b>	
None	
Calculation:	Report Structure:
$[\sum (\text{SOC Date} - \text{date 911 record is unlocked})] \div \text{Total 911 database unlocks}$	Reported for individual CLEC, and all CLECs and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

## Poles, Conduit and Rights of Way

105. Percentage of Requests Processed Within 35 Days						
Definition:						
The percentage of requests for access to poles, conduits, and right-of-ways processed within 35 days.						
Exclusions:						
None						
Business Rules:						
The clock starts upon the receipt date of the application for access to poles, conduits and right-of-ways and the clock stops upon response date of the application granting or denying access to poles, conduits and right-of-ways.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
(# of requests processed within 35 days ÷ total requests) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
90% within 35 days = IN, MI, OH, WI; Parity with SBC/Ameritech Retail = IL						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

106. Average Days Required to Process a Request	
<b>Definition:</b>	
The average time it takes to process a request for access to poles, conduits, and right-of-ways.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The clock starts upon the receipt date of the application for access to poles, conduits and right-of-ways and the clock stops upon response date of the application granting or denying access to poles, conduits and right-of-ways.	
<b>Levels of Disaggregation:</b>	
None	
Calculation:	Report Structure:
$\Sigma(\text{Date request returned to CLEC} - \text{date request received from CLEC}) \div \text{total requests}$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
90% within 35 days = IN, MI, OH, WI; Parity with SBC/Ameritech Retail = IL	

# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

## Collocation

<b>107. Percentage Missed Collocation Due Dates</b>
<b>Definition:</b>
The percentage of SBC/Ameritech caused missed due dates for collocation projects.
<b>Exclusions:</b>
If the CLEC has not submitted their second fifty percent (50%) payment prior to the space being turned over, SBC/Ameritech will exclude the job from reporting. For instances where the payment has rightfully been withheld, (the account manager provides the notification to proceed), the job is not excluded.
<b>Business Rules:</b>
<p>The clock starts when SBC/Ameritech receives, in compliance with the Commission Order, approved interconnection agreement or effective tariff, whichever is applicable, payment and return of proposed layout for space as specified in the application form from the CLEC and the clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy. The CLEC will then have 5 business days to accept or not accept the collocation space. If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies SBC/Ameritech of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for SBC/Ameritech to complete the space per the specifications will be counted as part of the interval. Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by SBC/Ameritech and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. The extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to:</p> <ul style="list-style-type: none"><li>• CLEC return to SBC/Ameritech corrected and complete floor plan drawings.</li><li>• CLEC placement of required component(s).</li></ul> <p>If the business rules and Commission Order, approved interconnection agreement or effective tariff, whichever is applicable, are inconsistent, then these business rules are superseded.</p>

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Levels of Disaggregation:						
For Physical Collocations:						
<ul style="list-style-type: none"><li>• Caged</li><li>• Shared Caged</li><li>• Caged Common</li><li>• Cageless</li><li>• Adjacent On-site</li><li>• Adjacent Off-site</li><li>• All Augments to Physical Collocation</li></ul>						
For Virtual Collocations:						
<ul style="list-style-type: none"><li>• Virtual</li><li>• All Augments to Virtual Collocations</li></ul>						
Calculation:				Report Structure:		
(count of number of SBC/Ameritech caused missed due dates for collocation facilities ÷ total number of collocation projects) * 100				Reported for individual CLEC and all CLECs and SBC/Ameritech Affiliate		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Less than 5% not met within the due date) Damages and Assessments will be calculated based on the number of calendar days late. The critical z-value does not apply.						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

108. Average Delay Days for SBC/Ameritech Missed Due Dates						
<b>Definition:</b>						
The average delay days caused by SBC/Ameritech to complete collocation facilities.						
<b>Exclusions:</b>						
If the CLEC has not submitted their second fifty percent (50%) payment prior to the space being turned over, SBC/Ameritech will exclude the job from reporting. For instances where the payment has rightfully been withheld, (the account manager provides the notification to proceed), the job is not excluded.						
<b>Business Rules:</b>						
The clock starts when SBC/Ameritech receives an accurate and complete application form for space from the CLEC and the clock stops when the collocation space is turned over to the CLEC for their occupancy at the walk-through. If the walk-through is scheduled after the due date, then the clock stops on the due date. Due Date Extensions will be extended when mutually agreed to by SBC/Ameritech and the CLEC. SBC/Ameritech will turn over the APOT with the notice of job completion if the CLEC has submitted their second fifty-percent (50%) payment prior to the due date.						
<b>Levels of Disaggregation:</b>						
<ul style="list-style-type: none"><li>• Caged</li><li>• Caged Common</li><li>• Shared Caged</li><li>• Adjacent On-Site</li><li>• Adjacent Off-Site</li><li>• Cageless</li><li>• Augments to Physical Collocation</li><li>• Virtual</li><li>• Augments to Virtual Collocation</li></ul>						
<b>Calculation:</b>				<b>Report Structure:</b>		
$\Sigma(\text{Date collocation work completed} - \text{collocation due date}) \div \text{SBC/Ameritech caused missed collocation completions.}$				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	Low	Low	Med	Low	Low	
<b>Tier 2</b>	None	None	None	None	None	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

### **Benchmark:**

Delay days not to exceed 10% of standard interval for IN, MI, OH and WI.

- Physical - 90 days standard interval, 10% of std interval = 9 Calendar Days
- Virtual - 60 days standard interval, 10% of std interval = 6 Calendar Days
- Cageless - 60 days standard interval, 10% of std interval = 6 Calendar Days
- Additions - 90 days standard interval, 10% of std interval = 9 Calendar Days

IL = Parity with SBC/Ameritech Affiliate.



## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

109. Percent of Requests Processed Within the Established Timelines						
<b>Definition:</b>						
The percent of requests for collocation facilities processed within the established timelines.						
<b>Exclusions:</b>						
.						
<b>Business Rules:</b>						
The clock starts when SBC/Ameritech receives the application. The clock stops when SBC/Ameritech responds back to the application request with a quote. Per FCC Order 99-48 (706 Collocations Requirements). Applications received after 2:00 p.m. are considered as being received on the next business day.						
<b>Levels of Disaggregation:</b>						
<ul style="list-style-type: none"><li>• Physical</li><li>• Virtual</li><li>• Cageless</li><li>• Additions</li></ul>						
<b>Calculation:</b>				<b>Report Structure:</b>		
(# of requests processed within the timeline ÷ total requests with quotes) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	Low	Low	Med	Low	Low	
<b>Tier 2</b>	None	None	None	None	None	
<b>Benchmark:</b>						
90% within 10 Calendar Days = IN, MI, OH, WI. IL = Parity with SBC/Ameritech Affiliate						

# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

## Directory Assistance Database

110. Percentage of Updates Completed into the DA Database within 72 Hours for Facility-Based CLECs						
<b>Definition:</b>						
The percentage of DA database updates completed within 72 hours of receipt of the update from the CLEC for directory changes.						
<b>Exclusions:</b>						
<ul style="list-style-type: none"><li>Weekends and Holidays.</li><li>CLEC caused errors.</li><li>Updates rejected due to incorrect/invalid data from the facility-based CLEC (e.g. missing a zip code, incomplete phone number, etc.)</li></ul>						
<b>Business Rules:</b>						
For manual updates, the date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. On manual requests received after 4:00 p.m. the clock will start at 7:30 a.m. the following day.						
For electronic updates, the clock starts at 4:00 p.m. on the date of arrival and stops when the listing is updated. Electronic orders received after 4:00 p.m. will not be processed until the following workday.						
The update clerk’s work hours are 7:30 a.m. to 4:00 p.m. Monday through Friday in accordance with the time zone of the receiving center.						
<b>Levels of Disaggregation:</b>						
IN, MI, OH, WI = None						
IL = Manual and Electronic						
<b>Calculation:</b>			<b>Report Structure:</b>			
(# of updates completed within 72 hours ÷ total updates completed) * 100			Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.			
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	Low	Low	Med	Low	Low	
<b>Tier 2</b>	None	None	None	None	None	
<b>Benchmark:</b>						
<ul style="list-style-type: none"><li>IN, MI, OH, WI = 95% updated within 72 hours</li><li>IL = Manual orders are 95% updated within 72 hours and Electronic orders are parity with SBC/Ameritech Retail</li></ul>						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

111. Average Update Interval for DA Database for Facility-Based CLECs						
<b>Definition:</b>						
The average update interval for DA database changes for facility-based CLECs.						
<b>Exclusions:</b>						
<ul style="list-style-type: none"><li>Weekends and holidays</li><li>CLEC caused errors</li><li>Updates rejected due to incorrect/invalid data from the facility-based CLEC (e.g. missing a zip code, incomplete phone number, etc.)</li></ul>						
<b>Business Rules:</b>						
<p>For manual updates, the date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. On manual requests received after 4:00 p.m. the clock will start at 7:30 a.m. the following day.</p> <p>For electronic updates, the clock starts at 4:00 p.m. on the date of arrival and stops when the listing is updated. Electronic orders received after 4:00 p.m. will not be processed until the following workday.</p> <p>The update clerk’s work hours are 7:30 a.m. to 4:00 p.m. Monday through Friday in accordance with the time zone of the receiving center.</p>						
<b>Levels of Disaggregation:</b>						
<ul style="list-style-type: none"><li>IN, MI, OH, WI = None</li><li>IL = Manual and Electronic</li></ul>						
<b>Calculation:</b>				<b>Report Structure:</b>		
[Σ (8:00 a.m. of the day following the input into the DL database – Time update received from CLEC)] ÷ total updates completed				Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.		
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	Low	Low	Med	Low	Low	
<b>Tier 2</b>	None	None	None	None	None	
<b>Benchmark:</b>						
<ul style="list-style-type: none"><li>IN, MI, OH, WI = 48 Hours</li><li>IL = Manual are 48 hours and Electronic orders are parity with SBC/Ameritech Retail.</li></ul>						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

112. Percentage DA Database Accuracy For Manual Updates for Facility-Based CLECs						
Definition:						
The percentage of DA records that were updated by SBC/Ameritech correctly. The data required to calculate this measurement will be provided by the CLEC. The CLEC will provide the number of records transmitted and the errors found. SBC/Ameritech will verify the records determined to be in error to validate that the records were input by SBC/Ameritech incorrectly.						
Exclusions:						
<ul style="list-style-type: none"><li>• Errors not submitted within 10 days of order confirmation receipt.</li><li>• CLEC caused errors</li><li>• Weekends and Holidays</li><li>• Updates rejected due to incorrect/invalid data from the facility-based CLEC (e.g. missing a zip code, incomplete phone number, etc</li></ul>						
Business Rules:						
<p>For manual updates, the date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. On manual requests received after 4:00 p.m. the clock will start at 7:30 a.m. the following day.</p> <p>For electronic updates, the clock starts at 4:00 p.m. on the date of arrival and stops when the listing is updated. Electronic orders received after 4:00 p.m. will not be processed until the following workday.</p> <p>The update clerk’s work hours are 7:30 a.m. to 4:00 p.m. Monday through Friday in accordance with the time zone of the receiving center.</p>						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
(# of manual updates without SBC/Ameritech caused errors ÷ Total updates processed) *100			Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
97%						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

113. Percentage of Electronic Updates that Flow Through the Update Process Without Manual Intervention						
<b>Definition:</b>						
Percentage of electronic updates from entry to distribution that progress through SBC/Ameritech ordering systems to ALPSS for Illinois, Michigan, Ohio and Wisconsin. Percentage of electronic updates from entry to distribution that progress through SBC/Ameritech ordering systems to DA for Indiana.						
<b>Exclusions:</b>						
<ul style="list-style-type: none"><li>• Updates rejected due to incorrect/invalid data received from the CLEC (e.g. missing zip code, incomplete phone number, etc.).</li><li>• CLEC caused errors</li><li>• Weekends and Holidays</li></ul>						
<b>Business Rules:</b>						
The number of updates, for facility-based providers, that flow through SBC/Ameritech’s ordering systems and are passed to ALPSS or DA without manual intervention, divided by the total number of updates issued within the reporting period.						
<b>Levels of Disaggregation:</b>						
None						
<b>Calculation:</b>				<b>Report Structure:</b>		
(# of updates of that flow through to ALPSS or DA ÷ Total updates received in the month ) * 100				Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.		
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	Low	Low	Med	Low	Low	
<b>Tier 2</b>	None	None	None	None	None	
<b>Benchmark:</b>						
<ul style="list-style-type: none"><li>• IN, MI, OH, WI = 97%</li><li>• IL = Parity with SBC/Ameritech Retail.</li></ul>						

# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

## Coordinated Conversions

114. Percentage of Premature Disconnects (Coordinated Cutovers)						
Definition:						
Percentage of coordinated cutovers where SBC/Ameritech prematurely disconnects the customer 10 minutes or more prior to the scheduled conversion.						
Exclusions:						
None						
Business Rules:						
A premature disconnect occurs any time SBC/Ameritech disconnects the CLEC customer 10 or more minutes prior to the CLEC being on line. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines						
Levels of Disaggregation:						
<ul style="list-style-type: none"><li>Coordinated Hot Cuts – LNP with Loop</li><li>Frame Due Time – LNP with Loop</li></ul>						
Calculation:			Report Structure:			
(# of prematurely disconnected CHC/FDT LNP with Loop orders ÷ total coordinated CHC/FDT LNP with Loop orders) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
2% or less premature disconnects starting 10 minutes before scheduled time.						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

114.1. CHC/FDT LNP with Loop Provisioning Interval						
<b>Definition:</b>						
The % of CHC/FDT LNP with Loop Lines completed by SBC/Ameritech within the established provisioning intervals.						
<b>Exclusions:</b>						
<ul style="list-style-type: none"><li>• CHC LNP with Loop with greater than 24 loops (including multiple LSRs totaling 25 or more lines to the same customer premise on the due date).</li><li>• CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow SBC/Ameritech the opportunity to complete CHC/FDT LNP with Loop within the designated interval.</li><li>• IDLC (pair gain systems) identified on or before the due date.</li><li>• Any order in the FMOD process</li></ul>						
<b>Business Rules:</b>						
The start time is at the direction of the CLEC and based on a negotiated and scheduled time for coordinated hot cut orders (CHC). For CHC orders, the clock starts when the CLEC calls the SBC/Ameritech LOC to start the conversion, and ends when the SBC/Ameritech technician completes the cross connect to the CLEC facilities and has called the CLEC to notify that the cutover has been completed. For FDT orders, the clock starts at the frame due time and ends when the SBC/Ameritech technician completes the cross-connect to the CLEC facilities. This measurement only includes Coordinated Hot Cuts with 1-24 loops. A conversion with 25 or more lines (including multiple orders totaling 25 or more lines to the same customer premise on the same due date) is considered a project and is negotiated with the CLEC at the time of conversion.						
<b>Levels of Disaggregation:</b>						
CHC/LNP with loop <ul style="list-style-type: none"><li>• &lt; 10 lines</li><li>• 10-24 lines</li></ul> FDT/LNP with loop <ul style="list-style-type: none"><li>• &lt; 10 lines</li><li>• 10-24 lines</li></ul>						
<b>Calculation:</b>			<b>Report Structure:</b>			
(Total CHC/FDT LNP with Loop Lines within the designated interval ÷ total CHC/FDT LNP with Loop lines) * 100.			Reported by CLEC, all CLECs, and SBC/Ameritech Affiliate.			
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	Med	Med	Med	Med	Med	
<b>Tier 2</b>	Med	Med	Med	Med	Med	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Benchmark:</b>
CHC/FDT LNP with Loop for < 10 Lines 90% within one hour. CHC/FDT LNP with Loop for 10-24 Lines 90% within two hours.



## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

115. Percentage of SBC/Ameritech Caused Delayed Coordinated Cutovers						
<b>Definition:</b>						
Percentage of Ameritech caused late coordinated cutovers in excess of “X” (30, 60 and 120) minutes.						
<b>Exclusions:</b>						
<ul style="list-style-type: none"><li>Any order in the FMOD process</li></ul>						
<b>Business Rules:</b>						
A coordinated cutover is delayed if SBC/Ameritech is not ready within “X” (30, 60, and 120) minutes after the scheduled cut time. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines						
<b>Levels of Disaggregation:</b>						
<ul style="list-style-type: none"><li>CHC LNP with Loop</li><li>FDT LNP with Loop</li></ul>						
<b>Calculation:</b>			<b>Report Structure:</b>			
(# of SBC/Ameritech caused late coordinated CHC/FDT LNP with Loop orders in excess of “X” (30, 60 and 120) minutes ÷ total coordinated CHC/FDT LNP with Loop orders) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	Low	Low	Med	Low	Low	
<b>Tier 2</b>	None	None	None	None	None	
<b>Benchmark:</b>						
8% or less of SBC/Ameritech coordinated conversions beyond 30 minutes, 2% beyond 60 minutes from scheduled time or 1% beyond 120 minutes.						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

115.1 Percent Provisioning Trouble Reports (PTR)						
<b>Definition:</b>						
Measures the percent of CHC/FDT circuits for which the CLEC submits a trouble report on a completed order on the day of conversion.						
<b>Exclusions:</b>						
<ul style="list-style-type: none"><li>• Reports for which the trouble is attributable to the SBC/Ameritech network (unless SBC/Ameritech had knowledge of the trouble prior to the due date.</li><li>• IDLC (pair gain systems) identified on or before the due date.</li><li>• Non-measured reports (CPE, Interexchange, and Information reports).</li></ul>						
<b>Business Rules:</b>						
The percent of CHC/FDT circuits for which the CLEC submits a trouble report on a completed order on the day of conversion, or before noon on the next business day. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines						
<b>Levels of Disaggregation:</b>						
<ul style="list-style-type: none"><li>• CHC</li><li>• FDT</li></ul>						
<b>Calculation:</b>				<b>Report Structure:</b>		
(Count of CHC/FDT circuits for which the CLEC submits a trouble report on a completed order on the day of conversion or before noon on the next business day after conversion ÷ total # of CHC/FDT circuits converted) * 100.				Reported by CLEC, all CLECs, and SBC/Ameritech Affiliate.		
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	High	High	Med	High	High	
<b>Tier 2</b>	High	High	Med	High	High	
<b>Benchmark:</b>						
2%						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

115.2 Mean Time To Restore – Provisioning Trouble Report (PTR)	
<b>Definition:</b>	
Average duration of the outage from the receipt of the PTR to the time it is cleared.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Non-measured reports (CPE, Interexchange, and Information reports).</li> <li>• No access to the end user's location.</li> </ul>	
<b>Business Rules:</b>	
The start time is when the report is received. The stop time is when the report is cleared. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• CHC</li> <li>• FDT</li> </ul>	
Calculation:	Report Structure:
$\Sigma[(\text{Date and time PTR is closed with the customer}) - (\text{date and time PTR is received})] \div \text{total PTRs.}$	Reported by CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

## NXX

117. Percent NXXs Loaded and Tested Prior to the LERG Effective Date						
Definition:						
The percent of NXXs loaded and tested prior to the LERG effective date.						
Exclusions:						
None						
Business Rules:						
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXXs in the local calling area will be based on the LERG effective date.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
(# of NXXs loaded and tested by LERG effective date ÷ total NXXs loaded and tested) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

118. Average Delay Days for NXX Loading and Testing						
Definition:						
Average calendar days from due date to completion date on company missed NXX orders.						
Exclusions:						
None						
Business Rules:						
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXXs in the local calling area will be based on the LERG effective date.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
$\Sigma(\text{Completion Date} - \text{LERG effective date}) \div \text{Total SBC/Ameritech caused late orders}$			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
Parity						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

119. Mean Time to Repair						
Definition:						
Average duration of NXX trouble reports from the receipt of the customer trouble report to the time that the trouble report is cleared.						
Exclusions:						
None						
Business Rules:						
The start time is when the report is received. The stop time is when the trouble report is cleared. SBC/Ameritech will contact the CLEC to close the trouble.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
[Σ(Date and time trouble report is cleared with the customer – Date and time trouble report is received) ÷ (Total NXX trouble reports)]			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

### Bona Fide Request Process (BFRs)

120. Percentage of Requests Processed Within 30 Business Days	
<b>Definition:</b>	
Percentage of Bona Fide Requests processed within 30 business days.	
<b>Exclusions:</b>	
Weekends and Holidays.	
<b>Business Rules:</b>	
The clock starts when SBC/Ameritech receives the application. The clock stops when SBC/Ameritech completes application processing.	
<b>Levels of Disaggregation:</b>	
None	
Calculation:	Report Structure:
(# of number of requests processed within 30 days ÷ total requests) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
90% within 30 business days = IN, MI, OH, WI. IL = Parity with SBC/Ameritech Affiliate.	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

121. Percentage of Quotes Provided for Authorized BFRs Within 45 Business Days						
<b>Definition:</b>						
Percentage of quotes provided in response to authorized Bona Fide Requests (authorized preliminary analysis from CLEC) within 45 business days.						
<b>Exclusions:</b>						
Weekends and Holidays.						
<b>Business Rules:</b>						
The clock starts when SBC/Ameritech receives the authorization. The clock stops when SBC/Ameritech responds back to the authorization request with a quote.						
<b>Levels of Disaggregation:</b>						
None						
<b>Calculation:</b>				<b>Report Structure:</b>		
(# of requests processed within 45 days ÷ total # of requests) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	High	High	Med	High	High	
<b>Tier 2</b>	High	High	Med	High	High	
<b>Benchmark:</b>						
90% within 45 business days = IN, MI, OH, WI.						
IL = Parity with SBC/Ameritech Affiliate						



# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

## New Performance Measure

124. Timely Resolution of Significant Software Failures Related with Releases						
<b>Definition:</b>						
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.						
<b>Exclusions:</b>						
Error where a workaround transparent to the CLEC is available (workaround in this sense does not include manual faxing to the LSC or any other action required by the CLEC) that is different from what would be required if the software had not failed.						
<b>Business Rules:</b>						
Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to Ameritech, or receive back from Ameritech, order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround that does not require the CLEC to do anything different from what would be required if the software had not failed is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.						
<b>Levels of Disaggregation:</b>						
None						
<b>Calculation:</b>				<b>Report Structure:</b>		
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100				By CLEC, on an Ameritech Regional basis (non-state specific)		
<b>Measurement Type:</b>						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
<b>Benchmark:</b>						
95% completed within 48 hours or 2 days.						

# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

New Performance Measure

124.1 Test Environment Availability						
Definition:						
Extent that the Joint Test Environment is actually available to CLECs.						
Exclusions:						
None						
Business Rules:						
<p>The total “Scheduled system available hours” is the cumulative number of hours during the reporting period that Ameritech has committed to provide CLECs access to the Joint Test Environment. “Hours functionality is available during the scheduled available hours” is the actual number of hours, during scheduled system available hours, during which the Joint Test Environment is actually available for testing purposes. The actual time available is divided by the scheduled time available and the result multiplied by 100 to produce the “Percent system availability” measure.</p> <p>Scheduled system available hours is Monday through Friday, 8:00AM to 5:00PM CT (except as noticed to the industry via Accessible Letter). “Hours functionality is available during the scheduled available hours” is calculated from the date/time a CLEC reports its inability to access the Joint Test Environment to the date/time the reporting CLEC is able to access the Joint Test Environment, based on records maintained by Ameritech’s Joint Test Environment Availability Team.</p> <p>Only situations where the inability of the CLEC to access the Joint Test Environment is confirmed to be due to a problem within the control of SBC Ameritech are to be included in this measure. Situations where a CLEC cannot access the Joint Test Environment due to problems outside the control of SBC Ameritech (e.g. internal CLEC network connectivity or performance issues) will not be included in this PM</p>						
Levels of Disaggregation:						
<ul style="list-style-type: none"><li>▪ Pre-Order</li><li>▪ Order</li></ul>						
Calculation:				Report Structure:		
[(Hours functionality is available during the scheduled available hours) ÷ Scheduled system available hours] * 100				Reported on an aggregate CLEC basis and a Ameritech-region basis (non-state specific)		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	None	Med	None	None	None	
Tier 2	None	Med	None	None	None	
Benchmark:						
Diagnostic						

# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

## Additional Measures

MI 2. Percentage of Orders Given Jeopardy Notices Within 24 Hours of the Due Date						
Definition:						
Percentage of Orders Given Jeopardy Notices within 24 hours of the Due Date measures the percentage of 870s sent less than 24 hours (1 day) prior to the due date.						
Exclusions:						
<ul style="list-style-type: none"><li>• CLEC/End User Initiated Jeopardy Codes.</li><li>• Weekends and Holidays.</li><li>• Orders that fall into, or are completed thru, the FMOD process.</li><li>• Orders received from CLEC and due on same day.</li><li>• Jeopardy Notices sent on or after the due date.</li></ul>						
Business Rules:						
An 870 is a jeopardy notice that is sent to the CLEC to notify them that an order’s due date is in jeopardy of being missed. Consider “24 hours” as 1 day. The measure is calculated using business days only (i.e., Monday-Friday). Unsolicited FOCs will be counted as Jeopardies.						
Levels of Disaggregation:						
<ul style="list-style-type: none"><li>• Resale POTS<ul style="list-style-type: none"><li>-- Field Work (FW)</li><li>-- Non-Field Work (NFW)</li></ul></li><li>• Resale Specials<ul style="list-style-type: none"><li>-- Field Work (FW)</li><li>-- Non-Field Work (NFW)</li></ul></li><li>• Unbundled Loops<ul style="list-style-type: none"><li>-- Field Work (FW)</li><li>-- Non-Field Work (NFW)</li></ul></li><li>• UNE-Ps<ul style="list-style-type: none"><li>-- Field Work (FW)</li><li>-- Non-Field Work (NFW)</li></ul></li></ul>						
Calculation:			Report Structure:			
[(# of orders receiving an 870 within 24 hours of the order due date) ÷ (Total orders receiving an 870 in the report month)] * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>Benchmark:</b>
Less than or equal to 5% orders given jeopardy notices with 24 hours of the due date

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>MI 3. Coordination Conversions Started Within One Hour of the Scheduled Time</b>	
<b>Definition:</b>	
Coordinated Conversion Started Within One Hour of the Scheduled Time measures the number of coordinated unbundled loop cutovers started within one hour of the start scheduled time as a percentage of all coordinated unbundled loops completed in the reporting period.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Orders for which the CLEC was not ready after the cutover was started.</li> <li>• Canceled orders.</li> </ul>	
<b>Business Rules:</b>	
A coordinated loop is any unbundled loop requiring coordination. The start date is the date and time the central office/translations work begins. The scheduled time is the cutover date and time requested by the CLEC and found on the cutover schedule. The cutover is considered complete when the work is completed by SBC/Ameritech. The measure is counted in the period it is completed. The measure is counted on the first item of the first order (when related orders are involved) and then calculated by item based on the number of items on the order/orders. CHC orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines	
<b>Levels of Disaggregation:</b>	
Unbundled Loops	
<b>Calculation:</b>	<b>Report Structure:</b>
# of cross connection started within one hour of the scheduled time / Total coordinated unbundled loops for reporting period	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 - None Tier 2 - None	
<b>Benchmark:</b>	
Diagnostic	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>MI 4. Average Time to Provide a Collocation Arrangement</b>	
<b>Definition:</b>	
Average Time to Provide a Physical Collocation Arrangement measures the average elapsed time between the date a collocation COBO payment is received and the date the CLEC is notified that the physical node is completed, for the total number of physical nodes completed in the reporting period.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Canceled orders.</li> <li>• Orders where the customer requested a due date beyond the contractual date.</li> <li>• CLEC-caused delays such as arranging final walk-through or accepting collocation space.</li> </ul>	
<b>Business Rules:</b>	
The measure is calculated using calendar days. The receipt of a collocation COBO payment is indicative of a firm order. The clock is restarted if the CLEC modifies its request. Time between completion and node final walk through is not included in the completion interval calculation..	
<b>Levels of Disaggregation:</b>	
Physical Collocation	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{\sum[(\text{Date Physical Node Is Complete}) - (\text{Date Collocation COBO Payment Is Received})] \div \text{Total Physical Nodes Completed}}$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate
<b>Measurement Type:</b>	
Tier 1 - None Tier 2 - None	
<b>Benchmark:</b>	
Diagnostic	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>MI 5. Structure Requests Completed Outside of Interval</b>	
<b>Definition:</b>	
Structure Requests Completed Outside of Interval measures the number of requests to view SBC/Ameritech structure records that are not completed within the standard time interval as a percentage of requests completed in the reporting period.	
<b>Exclusions:</b>	
Requests for SBC/Ameritech to perform record checks.	
<b>Business Rules:</b>	
<p>Structure includes poles, ducts, conduit and rights-of-way that are owned or controlled by SBC/Ameritech. The request is counted in the period in which the request is completed. Changes to the request will be deemed to be a new request and will result in a new date being established for the priority queue. Requests received after 12:00 noon Eastern Standard Time are considered received the following business day. Interval calculation is based on business days.</p> <p>Information Access includes requests for viewing (or copies). A field survey is a physical check of manholes and/or poles to determine availability of space for placing the attaching Party's facilities. Make Ready is any construction work necessary to prepare SBC/Ameritech structure for attachment or occupancy by an attaching Party.</p>	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Information Access</li> <li>• Field Survey</li> <li>• Make Ready</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of Structure Requests Completed Outside of the Standard Time Interval ÷ Total Structure Requests Completed) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 - None Tier 2 - None	
<b>Benchmark:</b>	
Diagnostic	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

MI 9. Percentage Missing FOCs	
<b>Definition:</b>	
Percentage of FOCs that are not sent as compared to the total number of orders completed.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
Total number of responses not sent as compared to the total number of orders completed. FOC responses not sent are identified by using a report that compares to completed orders that do not show FOC response in the Local Service Request (LSR) processing systems.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Resale</li> <li>• UNE (Loops, LNP, and LSNP)</li> <li>• UNE-P</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of missing FOC responses ÷ total orders completed ) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	



## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>MI 10. Percent Time-out Transactions</b>	
<b>Definition:</b>	
Percentage of Time-out messages received as compared to valid system responses	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
A count of the time-out messages, by interface, as compared to total number of queries processed. (time-outs and valid responses).	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Address Verification</li> <li>• Telephone Number Assignment</li> <li>• Customer Service Inquiry (CSI)≤30 lines</li> <li>• Service Availability</li> <li>• Dispatch Required – SBC/Ameritech combines “Service Appointment Scheduling” and “Dispatch Required” functions for TCNET</li> <li>• PIC</li> <li>• Actual Loop Makeup Information</li> <li>• Design Loop Makeup Information</li> </ul>	
Service Appointment Scheduling (Due Date) – Reported in “Dispatch Required” for TCNET	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of Time Out Transactions ÷ Total Number of Queries processed) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None	
Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

MI 11. Average Interface Outage Notification	
<b>Definition:</b>	
The average time from the initial identification of an interface outage, to the notification of CLECs.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The time from initial identification of interface outages to the time that email notification (to email distribution list) is sent by SBC/Ameritech.	
<b>Levels of Disaggregation:</b>	
None	
Calculation:	Report Structure:
(Time interface outage is identified – Time notification is given)/Total interface outages in a period	Reported on a total wholesale basis across the SBC/Ameritech region (Company level reporting).
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

MI 12. Average Time to Clear Service Order Errors	
<b>Definition:</b>	
The average time to clear service order errors (3E)	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The average number of business days to clear 3E service order errors is calculated by totaling the duration from the date that an order went into the error condition to the date that the error was cleared.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Resale</li> <li>• UNE P</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Date that an order went into error condition – The date that the error was cleared)/Total number of errors cleared	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Parity	

# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

New PM MI 13

<b>MI 13. Percent Mechanized Line Loss Notifications Returned Within One Day Of Work Completion</b>	
<b>Definition:</b>	
Percent mechanized line loss notifications returned within one business day of the completion of work.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Line Loss Notifications that are delayed due to a CLEC cause that prevents SBC/Ameritech from completing the order and thus sending the line loss notification</li> </ul>	
<b>Business Rules:</b>	
<p>Days are calculated by subtracting the date the line loss notification was sent/made available to the losing CLEC from the work completion date. The date that the last service order associated with the winning carrier's service request is provisioned is the work completion date. The calculation is based on business days, using a full 24-hour day.</p> <p>This measure includes all product/ordering scenarios for which loss notifications are to be sent according to the information documented on the CLEC OnLine website, including retail winbacks.</p> <p>Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response times.</p> <p>Calculation of the number of days between the day of work completion and the day line loss notification was sent/made available to the losing CLEC will exclude non-system processing days as documented on CLEC OnLine or communicated in advance via accessible letter</p>	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>All (combination of two disaggregations below)</li> <li>SBC Winback (SBC Retail is the "winning" carrier, CLEC is losing carrier)</li> <li>CLEC-to-CLEC (CLEC A is "winning" carrier, CLEC B is "losing" carrier)</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of mechanized line loss notifications returned to the losing CLEC within 1 day of work completion ÷ total line loss notifications) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Med	Low	Med	Low	Low
Tier 2	Med	Low	Med	Low	Low
Benchmark:					
97%; Remedies apply only to the “All” disaggregation, SBC Winback and CLEC-to-CLEC results are not separately subject to remedies					

# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

## New Performance Measure

MI 13.1 Average Delay Days For Mechanized Line Loss Notifications					
<b>Definition:</b>					
Average business days from completion of work to the date the line loss notification was sent/made available to the CLEC for line loss notifications that miss the standard of one business day.					
<b>Exclusions:</b>					
<ul style="list-style-type: none"><li>Line Loss Notifications that are delayed due to a CLEC cause that prevents SBC/Ameritech from completing the order and thus sending the line loss notification</li></ul>					
<b>Business Rules:</b>					
Days are calculated by subtracting the date the line loss notification was sent/made available to the losing CLEC from the work completion date. The date that the last service order associated with the winning carrier’s service request is provisioned is the work completion date. The calculation is based on business days, using a full 24-hour day. Only those notifications that were sent/made available outside the one business day standard are included in this measure.					
This measure includes all product/ordering scenarios for which loss notifications are to be sent according to the business rules documented on CLEC OnLine website, including retail winbacks.					
Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.					
Calculation of the number of days between the day of work completion and the day line loss notification was sent/made available to the losing CLEC will exclude non-system processing days as documented on CLEC On-Line or communicated in advance via accessible letter.					
<b>Levels of Disaggregation:</b>					
<ul style="list-style-type: none"><li>All (combination of two disaggregations below)</li><li>SBC Winback (SBC Retail is the “winning” carrier, CLEC is losing carrier)</li><li>CLEC-to-CLEC (CLEC A is “winning” carrier, CLEC B is “losing” carrier)</li></ul>					
<b>Calculation</b>			<b>Report Structure:</b>		
$\frac{\Sigma(\text{Work completion date for line loss notifications sent outside the standard} - \text{Date LLN sent/made})}{(\text{total line loss notifications sent outside the standard})}$			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
<b>Measurement Type:</b>					
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>
<b>Tier 1</b>	None	None	Med	None	None
<b>Tier 2</b>	None	None	Med	None	None
<b>Benchmark:</b>					
MI - Average Delay of 4 Days; Remedies apply only to the “All” disaggregation, SBC Winback and CLEC-to-CLEC results are not separately subject to remedies.					
IL/IN/OH/WI - Diagnostic					

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

MI 14. Percent Completion Notifications Returned Within “X” Hours of Completion of Maintenance Trouble Ticket	
<b>Definition:</b>	
Percent mechanized completions returned within “X” hours of completion of the trouble tickets.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Reports for which the trouble is attributable to the SBC/Ameritech network (unless SBC/Ameritech had knowledge of the trouble prior to the due date.</li> <li>• IDLC (pair gain systems) identified on or before the due date.</li> <li>• Non-measured reports (CPE, Interexchange, and Information reports)</li> </ul>	
<b>Business Rules:</b>	
<p>The elapsed time for a completion notice to be sent to the CLEC from the time that the trouble ticket is closed in WFA or LMOS.</p> <p>For trouble reports that are submitted electronically – the time from the close of the trouble in WFA or LMOS to the time that the completion status is made available to the CLEC (via EBTA).</p> <p>For orders, which are submitted manually – the time from the close in the WFA or LMOS systems to the time, that completion notice report is faxed to the CLEC. This is based on a process whereby previous day troubles are faxed to CLECs. The CLEC must provide a FAX number to SBC/Ameritech.</p>	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Resale <ul style="list-style-type: none"> <li>--Manual - Next Day</li> <li>--Electronic &lt; 2 hours</li> </ul> </li> <li>• UNE Loops <ul style="list-style-type: none"> <li>--Manual - Next Day</li> <li>--Electronic &lt;2 hours</li> </ul> </li> <li>• UNE P <ul style="list-style-type: none"> <li>--Manual - Next day</li> <li>--Electronic &lt;2 hours</li> </ul> </li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of completions returned to CLEC within X hours ÷ total completions) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – Low w/Cap Tier 2 – None	
<b>Benchmark:</b>	
95% w/in the specified interval.	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

MI 15 Change Management					
<b>Definition:</b>					
Change management measures timeliness of change notifications for final requirements to implementation as defined and agreed upon in the SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process (“CMP”). Interfaces to which this measure applies also will be defined in the CMP.					
<b>Exclusions:</b>					
<ul style="list-style-type: none"><li>• Clarification Notes.</li><li>• Any Approved Exceptions.</li><li>• Emergency Situations</li><li>• Regulatory Mandated Changes</li></ul>					
<b>Business Rules:</b>					
Calendar Days is to be used in the calculation of this measure. Notification is received when the Final Release Requirements are noticed to CLECs via an Accessible Letter. Calculation is based on the number of Notifications made within the reporting period (the denominator), with the numerator being the number of those Notifications issued “X” days or more in advance of the announced implementation date.					
<b>Levels of Disaggregation:</b>					
Changes to Existing Interfaces <ul style="list-style-type: none"><li>• Gateway</li><li>• GUI</li></ul> Introductions of New Interfaces <ul style="list-style-type: none"><li>• Gateway</li><li>• GUI</li></ul> Retirements of Existing Interfaces -- Wholesale Interfaces <ul style="list-style-type: none"><li>• Gateway</li><li>• GUI</li></ul>					
<b>Calculation:</b>			<b>Report Structure:</b>		
(Number of Notifications issued on time) ÷ (Number of Notifications in the reporting period) * 100			Reported on an SBC/Ameritech regional basis (non-state specific).		
<b>Measurement Type:</b>					
	IL	IN	MI	OH	WI
Tier 1 –	None	None	None	None	None
Tier 2 –	Low	Low	Low	Low	Low
Remedies apply to only Gateway Changes and Introductions disaggregations.					



## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

### **Benchmark:**

95% or greater notices should be on time as defined by the advance notification intervals for Final Requirements for each disaggregation as defined in the SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process (“CMP”) found at <https://clec.sbc.com/clec/>

Click on Gold bar "Change Management Process"

Click on SBC All Regions

then scroll down to: SBC Competitive Local Exchange Carrier (CLEC) 13-State  
Interface      Change Management Process

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

MI 16 Percentage Rejected Query Notices	
<b>Definition:</b>	
Percentage of queries requested that are returned as rejected for reasons other than that the input data is incorrect or inaccurate. These rejected query notices indicate a problem with the interface other than timed out transactions (measured separately).	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
Total number of Rejected Query Notices sent as compared to the total number of Queries processed.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Address Verification</li> <li>• Telephone Number Assignment</li> <li>• Customer Service Inquiry (CSI) ≤ 30 lines</li> <li>• Service Availability</li> <li>• Dispatch Required – SBC/Ameritech combines “Service Appointment Scheduling” and “Dispatch Required” functions for TCNET</li> <li>• PIC</li> <li>• Actual Loop Makeup Information</li> <li>• Design Loop Makeup Information</li> <li>• Service Appointment Scheduling (Due Date) – Reported in “Dispatch Required” for TCNET</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\left( \frac{\text{\# rejected query notices}}{\text{total number of queries processed}} \right) * 100$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

WI 1      Percent No Access – UNE Loops Provisioning	
<b>Definition:</b>	
Percent of Field Work (FW) orders with a status of “No Access.”	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• CLEC caused misses. (customer requests later date, other customer reasons, - customer not ready).</li> <li>• All orders that are not N, T, or C.</li> <li>• No Field Work.</li> </ul>	
<b>Business Rules:</b>	
SBC/Ameritech personnel set the “No Access” indicator when access cannot be obtained to the customer’s premises. Order must be Completed.	
<b>Levels of Disaggregation:</b>	
Geographic	
Calculation:	Report Structure:
(# of orders that are No Access ÷ Total Field Work orders) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
UNE Field Work Parity compared to SBC/Ameritech Field Work (N, T, and C order types - Res and Bus Combined).	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>WI 2      Percent No Access (Percent of Trouble Reports with No Access) – UNE Loops</b>	
<b>Definition:</b>	
Percentage of dispatched customer trouble reports with a status of “No Access.”	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Subsequent reports. A subsequent report is one that is received while an existing repair report is open.</li> <li>• Reports caused by customer provided equipment (CPE) or wiring.</li> <li>• Reports that are not dispatched.</li> </ul>	
<b>Business Rules:</b>	
SBC/Ameritech personnel set the “No Access” indicator when access cannot be obtained at the customer’s premises. Reports are counted the month they are closed.	
<b>Levels of Disaggregation:</b>	
Geographic	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of trouble reports with a status of “No Access” ÷ Total dispatched customer trouble reports) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
UNE Field Work Parity compared to SBC/Ameritech Field Work (N, T, and C order types - Res and Bus Combined).	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

WI 9      Percent Facility Modification Orders	
<b>Definition:</b>	
Percentage of orders requiring Facility Modification	
<b>Exclusions:</b>	
Orders not requiring Facility modification notification.	
<b>Business Rules:</b>	
The total number of orders requiring facility modification reflected as a percentage of all orders completed in the period. (DSL with Lineshare orders do not utilize the FMOD process.)	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• 8.0 dB Loops                             <ul style="list-style-type: none"> <li>-- Without Test Access</li> </ul> </li> <li>• . BRI Loop With Test Access</li> <li>• DS1 Loop With Test Access</li> <li>• Dedicated Transport                             <ul style="list-style-type: none"> <li>-- DS1</li> <li>-- DS3</li> </ul> </li> <li>• Dark Fiber</li> <li>• DSL Loops                             <ul style="list-style-type: none"> <li>-- No Line Sharing</li> </ul> </li> </ul>	
Calculation:	Report Structure:
(# of FMOD UNEs ÷ Total UNEs installed ) *100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

<b>CLEC WI 1    Average Delay in Original FOCs Due Dates Due to Delay Notices (Issue F)</b>	
<b>Definition:</b>	
Measures average amount of delay from original FOC due dates to date of actual provisioning for all FOCs that are delayed.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
Measured from original FOC due date.	
<b>Levels of Disaggregation:</b>	
None	
<b>Calculation:</b>	<b>Report Structure:</b>
(Actual completion date – original FOC due date) ÷ (Total number of orders with delay notices)	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
<b>Measurement Type:</b>	
Tier 1 – None Tier 2 – None	
<b>Benchmark:</b>	
Diagnostic	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

CLEC WI 4 Accuracy of Processing CLEC Corrections Based on Review of Directory Information (Issue L)						
<b>Definition:</b>						
Measures number of errors in final review and in printed directory that were not corrected after notice by CLEC of needed correction.						
<b>Exclusions:</b>						
Listings with incorrect information submitted by CLEC.						
<b>Business Rules:</b>						
Directory listings are submitted for a first review (first pre-BOC), and then after corrections are made, for a final review (second pre-BOC) prior to publication. The first pre-BOC will be provided 45 calendar days in advance of the directory close date. The second pre-BOC, if requested, will be provided 15 calendar days in advance of directory close. CLECs will be required to request the second pre-BOC 30 calendar days before the directory close date. In order for changes from the first pre-BOC to be entered on the second pre-BOC, CLECs must provide those changes not less than 4 business days before the delivery of the second pre-BOC. This is measured on a per-book basis.						
<b>Levels of Disaggregation:</b>						
<ul style="list-style-type: none"><li>First Pre-BOC</li><li>Second Pre-BOC</li></ul>						
<b>Calculation:</b>				<b>Report Structure:</b>		
(# of listings without errors after correction requested ÷ Total updates submitted) *100				Reported for CLEC, all CLECs for facility-based providers, and SBC/Ameritech Affiliate.		
<b>Measurement Type:</b>						
If the benchmark is not met for corrections requested after the first review, the \$200 charge for the second pre-BOC will be waived by AAS. If the Benchmark is not met for corrections requested after the second pre-BOC, the remedy will be						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	None	None	None	None	None	
<b>Benchmark:</b>						
For corrections requested in the review of the first pre-BOC 95% must be corrected in the second pre-BOC						
For corrections noted in the review of the second pre-BOC 99% of those corrections requested initially must be corrected in the final published directory.						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

CLEC WI 5    Percentage of protectors not moved after technician visit (Issue O)						
Definition:						
Measures the percentage of times that a CLEC has to call SBC/Ameritech to replace a protector with a NID and move it to the outside of the house, where there has been an SBC/Ameritech technician at the premises within the last 30 days.						
Exclusions:						
None						
Business Rules:						
If a CLEC is required to call SBC/Ameritech to replace a protector with a NID and move it to the outside of a structure when SBC/Ameritech has worked at that premises within 30 days of the report.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
(Total number of CLEC service calls to move a NID ÷ Number of CLEC calls to move a NID where an SBC/Ameritech technician had been on site within the last 30 days) *100				Reported for CLEC, and all CLECs		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Less than 3%.						



## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

CLEC WI 6 FMOD Process: Percent Form A Received Within the Interval Ordered by the Commission.						
Definition:						
Measures the percentage of FMOD orders where Form A is issued within the interval ordered by the Commission.						
Exclusions:						
<ul style="list-style-type: none"><li>Weekends and Holidays</li><li>Loop Qualified Orders requiring modification</li></ul>						
Business Rules:						
Under the revised FMOD policy issued 10/27, the FMOD process commences with Form A being issued by SBC/Ameritech. Form A must be received by the CLEC within the interval ordered by the Commission. Measured from date and time of initial FOC to send time of Form A. Calculation reflects a 24-hour rolling clock, hours between 12:00 a.m. Monday and 11:59 p.m. Friday. (DSL with Lineshare orders do not utilize the FMOD process.)						
Levels of Disaggregation:						
<ul style="list-style-type: none"><li>8.0 dB Loops<ul style="list-style-type: none"><li>Without Test Access</li></ul></li><li>BRI Loop With Test Access</li><li>DS1 Loop With Test Access</li><li>Dedicated Transport<ul style="list-style-type: none"><li>DS1</li><li>DS3</li></ul></li><li>Dark Fiber</li><li>DSL Loops<ul style="list-style-type: none"><li>No Line Sharing</li></ul></li></ul>						
Calculation:				Report Structure:		
(# of FMOD orders where Form A issued within 24 hours ÷ Total # FMOD orders) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
95 %						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

CLEC WI 7 FMOD Process: Percent Forms B, C, D, and E Received Within 72 Hours of Form A						
<b>Definition:</b>						
Measures the percentage of FMOD orders where Forms B, C, D, and/or E are issued within 72 hours of Form A.						
<b>Exclusions:</b>						
<ul style="list-style-type: none"><li>Weekends and Holidays</li><li>Loop Qualified Orders requiring modification.</li></ul>						
<b>Business Rules:</b>						
Measured from issuance of form A to receipt of Form B, C, D, and/or E. Calculation reflects a 24-hour rolling clock, hours between 12:00 a.m. Monday and 11:59 p.m. Friday. (DSL with Lineshare orders do not utilize the FMOD process.)						
<b>Levels of Disaggregation:</b>						
<ul style="list-style-type: none"><li>8.0 dB Loops<ul style="list-style-type: none"><li>Without Test Access</li></ul></li><li>BRI Loop With Test Access</li><li>DS1 Loop With Test Access</li><li>Dedicated Transport<ul style="list-style-type: none"><li>DS1</li><li>DS3</li></ul></li><li>Dark Fiber</li><li>DSL Loops<ul style="list-style-type: none"><li>No Line Sharing</li></ul></li></ul> <p><u>NOTE:</u> The above disaggregations are also reported for:</p> <ul style="list-style-type: none"><li>Form B</li><li>Form C</li><li>Form D</li><li>Form E</li></ul>						
<b>Calculation:</b>				<b>Report Structure:</b>		
(# of FMOD orders where Form B, C, D, E issued within 72 hours ÷ Total # FMOD orders) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
<b>Measurement Type:</b>						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
<b>Benchmark:</b>						
95%						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

CLEC WI 8 FMOD Process: Form B - Percent FOC with New Due Date Returned Within 24 Hours						
<b>Definition:</b>						
Form B is for Complex modifications. This measures the percent of time SBC/Ameritech issues the FOC with the new due date within: (a) 24 hours of SBC/Ameritech’s receipt of the CLEC authorization of the complex modification charges; or (b) if no confirmation of Form B is required from the CLEC, within 24 hours of Form B being sent.						
<b>Exclusions:</b>						
<ul style="list-style-type: none"><li>▪ FMOD orders resulting in Forms C, D, and E.</li><li>▪ Loop Qualified Orders requiring modification</li><li>▪ Weekends and Holidays</li></ul>						
<b>Business Rules:</b>						
Measured from the time that SBC/Ameritech receives the authorization of charges by the CLEC via Form B. Calculation reflects a 24-hour rolling clock, hours between 12:00 a.m. Monday and 11:59 p.m. Friday. (DSL with Lineshare orders do not utilize the FMOD process.)						
<b>Levels of Disaggregation:</b>						
<ul style="list-style-type: none"><li>• 8.0 dB Loops<ul style="list-style-type: none"><li>-- Without Test Access</li></ul></li><li>• BRI Loop With Test Access</li><li>• DS1 Loop With Test Access</li><li>• Dedicated Transport<ul style="list-style-type: none"><li>-- DS1</li><li>-- DS3</li></ul></li><li>• Dark Fiber</li><li>• DSL Loops<ul style="list-style-type: none"><li>-- No Line Sharing</li></ul></li></ul>						
<b>Calculation:</b>				<b>Report Structure:</b>		
(# of FMOD orders where Form B, issued and FOC with new due date returned within 24 hours ÷ Total # FMOD orders where form B issued) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
<b>Measurement Type:</b>						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	Med	Med	Med	Med	Med	
<b>Benchmark:</b>						
95%						



## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

CLEC WI 9 FMOD Process: Percent Form C Quote Returned Within the Interval Ordered by the Commission						
<b>Definition:</b>						
Form C involves orders where provisioning is through ILDC or RSU. This measures the percentage of orders involving Form C where SBC/Ameritech returns the quote for the work within the interval ordered by the Commission.						
<b>Exclusions:</b>						
FMOD orders resulting in Forms B, D or E.						
<b>Business Rules:</b>						
Measured from the time Form C is accepted. For loop qualified orders requiring modification. (DSL with Lineshare orders do not utilize the FMOD process.)						
<b>Levels of Disaggregation:</b>						
<ul style="list-style-type: none"><li>• 8.0 dB Loops<ul style="list-style-type: none"><li>-- Without Test Access</li></ul></li><li>• BRI Loop With Test Access</li><li>• DS1 Loop With Test Access</li><li>• Dedicated Transport<ul style="list-style-type: none"><li>-- DS1</li><li>-- DS3</li></ul></li><li>• Dark Fiber</li><li>• DSL Loops<ul style="list-style-type: none"><li>-- No Line Sharing</li></ul></li></ul>						
<b>Calculation:</b>				<b>Report Structure:</b>		
# of FMOD orders where Form C accepted and quote issued within 30 calendar days ÷ Total # FMOD orders where form C accepted) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	High	High	Med	High	High	
<b>Tier 2</b>	High	High	Med	High	High	
<b>Benchmark:</b>						
95%						

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

CLEC WI 11 FMOD Forms B, C, D, Percentage of Due Dates Met						
<b>Definition:</b>						
Measures the percentage of due dates met when FMOD process invoked						
<b>Exclusions:</b>						
<ul style="list-style-type: none"><li>Weekends and Holidays</li><li>Loop Qualified Orders requiring modification</li></ul>						
<b>Business Rules:</b>						
Based on the first revised due date. Subsequent modifications to the due date will count as a missed due date. (DSL with Lineshare orders do not utilize the FMOD process.)						
<b>Levels of Disaggregation:</b>						
<ul style="list-style-type: none"><li>8.0 dB Loops<ul style="list-style-type: none"><li>Without Test Access</li></ul></li><li>BRI Loop With Test Access</li><li>DS1 Loop With Test Access</li><li>Dedicated Transport<ul style="list-style-type: none"><li>DS1</li><li>DS3</li></ul></li><li>Dark Fiber</li><li>DSL Loops<ul style="list-style-type: none"><li>With Line Sharing</li><li>No Line Sharing</li></ul></li></ul> <p><u>NOTE:</u> The above disaggregations are also reported for:</p> <ul style="list-style-type: none"><li>Form B</li><li>Form C</li><li>Form D</li></ul>						
<b>Calculation:</b>				<b>Report Structure:</b>		
(# of FMOD orders met ÷ Total # FMOD orders) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
<b>Measurement Type:</b>						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

### Benchmark:

#### Parity:

- 8.0 dB Loops
  - Without Test Access
- BRI Loop With Test Access
- DS1 Loop With Test Access
- Dedicated Transport
  - DS1
  - DS3
- Dark Fiber
- DSL Loops
  - With Line Sharing
  - No Line Sharing

#### Retail Comparison:

POTS (Res/Bus and FW)

ISDN BRI

DS1 & ISDN PRI

DS1

DS3

DS3

Parity with SBC/Ameritech Affiliate

5% (No critical z-value applies)

NOTE: The above disaggregations are also reported for:

- Form B
- Form C
- Form D

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

IN 1    Percent Loop Acceptance Testing (LAT) Completed on or Prior to the Completion Date						
<b>Definition:</b>						
Percent Loop Acceptance Test (LAT) completed on or prior to the completion date of the order.						
<b>Exclusions:</b>						
<div><div></div><div><div></div><div>Orders where LAT not requested</div></div><div><div></div><div>LAT requests when the CLEC is not authorized to seek LATs</div></div><div><div></div><div>Orders where CLEC causes delay in the LAT</div></div></div>						
<b>Business Rules:</b>						
<p>Loop Acceptance Test is where an SBC/Ameritech Technician (Frame/Field as appropriate) is requested <u>via an LSR</u> to complete a Loop Acceptance Test. Loop Acceptance Test is completed on or before order completion date. The SBC/Ameritech Technician will contact the CLEC via the LOC. The Tech will complete a series of tests with the CLEC to validate continuity of the loop for acceptance by the CLEC.</p> <p>This measure will include canceled orders where</p> <div><div></div><div><div></div><div>the LAT was completed and the CLEC chose not to accept the loop</div></div><div><div></div><div>the cancel was due to an SBC/Ameritech cause after the due date but prior to the LAT</div></div></div>						
<b>Levels of Disaggregation:</b>						
DSL Loops without Line Sharing						
<b>Calculation:</b>			<b>Report Structure:</b>			
(Orders where LAT was requested and performed on or before the Completion Date ÷ Total # of Orders where LAT was requested)*100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
<b>Measurement Type:</b>						
	<b>IL</b>	<b>IN</b>	<b>MI</b>	<b>OH</b>	<b>WI</b>	
<b>Tier 1</b>	Low	Low	Med	Low	Low	
<b>Tier 2</b>	None	None	None	None	None	
<b>Benchmark:</b>						
90% LAT on or before the Completion Date						



# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

## Attachment One

### Advanced and Nascent Services

1.0 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, Ameritech will make increased voluntary payments to the Illinois State Treasury on those measurements listed under “Qualifying Measurements” below. Such increased 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:

2.0 The following are the qualifying sub-measures (if within a qualifying measurement):

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

3.0 Qualifying Measurements:

#### Provisioning Measurements:

- PMs 28, 44, 56 – Percent Installs Completed Within Customer Requested Due Date
- PMs 35, 46, 59 – Installation Trouble Reports Within “X” Days
- PM 1.1 – 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 37.1, 54.1, 65.1 – Trouble Report Rate

4.0 The increased voluntary payments referenced in section 1.0 will be made only if Ameritech fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

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

5.0 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where Ameritech has failed to provide parity or benchmark performance for

## **SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE**

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

- 6.0 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 increased voluntary payments will be made to the Illinois State Treasury. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then Ameritech shall calculate the payments to be made in addition to the normal payment to the Illinois State Treasury by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.
- 7.0 Any payments made hereunder shall be subject to the annual threshold set forth in the remedy plan.

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## **Attachment Two**

### **Performance Measures with Remedy Limits**

#### **Measurements That Are Subject to Per Occurrence Damages or Assessment With a Cap**

1. Percent Response Received Within "X" Seconds – OSS Interfaces (PM 2)
2. Percent Firm Order Confirmations (FOCs) Received Within "X" Hours/Days (PM 5)
3. Percent Mechanized Completions Returned Within One Day of Work Completion (PM 7.1)
4. Percent Rejects Returned Within “X” Hours (PM 10)
5. Mechanized Provisioning Accuracy (PM 12)
6. Order Process Percent Flow Through (PM 13)
7. Percent of Accurate and Complete Formatted Mechanized Bills Via EDI or BDT (PM 15).
8. Percent of Usage Records Transmitted Correctly (PM 16)
9. Billing Completeness (PM 17)
10. Billing Timeliness (Wholesale Bill) (PM 18)
11. Percent Trunk Blockage (Call Blockage) (PM 70)
12. Percent Completion Notifications Returned Within ‘X’ Hours of Completion of Maintenance Trouble Ticket (PM MI14)

#### **Measurements That Are Subject To Per Measure Damages or Assessments**

1. OSS Interface Availability (PM 4)
2. Local Service Center (LSC) Grade Of Service (GOS) (PM 22)
3. Local Operations Center (LOC) Grade of Service (GOS) (PM 25)
4. Common Transport Trunk Blockage (PM 71)
5. Directory Assistance Average Speed of Answer (PM 80)
6. Operator Services Speed of Answer (PM 82)
7. Percent NXXs Loaded and Tested Prior to the LERG Effective Date (PM 117)
8. Percentage of Quotes Provided for Authorized BFRs Within 45 Business Days (PM 121)

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## Attachment Three

### Performance Measures Subject to Tier 1 and Tier 2 Damages/Assessments Identified as High, Medium, and Low

Note: For the State of Michigan, Performance Measures Subject to Tier 1 and Tier 2 Damages are at the Medium level.

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

#### Pre-Ordering/Ordering

1.1 Average Response Time For Manual Loop Make-Up Information	✓	-	-	-	X	-
1.3 Accuracy of Actual Loop Makeup Information provided for DSL Orders	✓	-	-	-	X	-
2. Percent Responses Received Within "X" Seconds-OSS Interfaces	✓	-	-	-	X	-
4. OSS Interface Availability	-	-	-	-	-	X
5. % Firm Order Confirmations (FOCs) Returned Within "X" Hours/Days	✓	-	-	-	X	-
5.2 Percentage of Unsolicited FOCs by Reason Code	-	-	-	-	-	-
6. Average Time To Return FOC	-	-	-	-	-	-
7. % Mechanized Completions Ret'd w/i 1 Hr of Completion in Ordering System	-	-	-	-	-	-
7.1 Percent Mechanized Completions Returned Within 1 Day Of Work Completion	✓	-	-	-	-	-
8. Average Time to Return Mechanized Completions	-	-	-	-	-	-
9. Percent Rejects	-	-	-	-	-	-
10. Percent Mechanized Rejects Returned Within "X:" Hours	-	✓ -	-	-	-	-
10.4 Percent of Orders Given Jeopardy Notices	-	-	-	-	-	-
11. Mean Time to Return Mechanized Rejects	-	-	-	-	-	-
12. Mechanized Provisioning Accuracy	✓	-	-	X	-	-
13. Order Process Percent Flow Through	✓	-	-	-	-	X
13.1 Total Order Process Flow Through	-	-	-	-	-	-

#### Billing

14. Billing Accuracy	-	-	-	-	-	-
15. Percent of Accurate And Complete Formatted Mechanized Bills	✓	-	-	-	-	X

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
16. Percent Of Billing Records Transmitted Correctly	✓	-	-	-	-	-
17. Billing Completeness	✓	-	-	-	X	-
18. Billing Timeliness (Wholesale Bill)	✓	-	-	-	-	X
19. Daily Usage Feed Timeliness	-	-	-	-	-	-
20. Unbillable Usage	-	-	-	-	-	-

### Miscellaneous Administrative

21.1 Average Time Placed on Hold at LSC	-	-	-	-	-	-
22. LSC Grade Of Service (GOS)	-	-	-	-	-	X
22.1. Mechanized Customer Production Support Center Grade of Service	-	-	-	-	-	-
24.1 Average Time Placed on Hold at LOC	-	-	-	-	-	-
25. LOC Grade Of Service (GOS)	-	-	-	-	-	X

### Provisioning – Resale POTS and UNE-P

27. Mean Installation Interval	-	-	-	-	-	-
28. Percent POTS/UNE-P Installations Completed Within the Customer Requested Due Date	-	-	✓	-	-	X
29. Percent SBC/Ameritech Caused Missed Due Dates	-	-	-	-	-	-
30. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities	-	-	✓	-	-	X
31. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
32. Average Delay Days For SBC/Ameritech Missed Due Dates	-	-	-	-	-	-
33. Percent SBC/Ameritech Caused Missed Due Dates greater than 30 days	-	-✓	-	-	-	-
35. Percent Trouble Reports Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
35.1 Percent UNE-P Trouble Reports On the Completion Date	-	-	-	-	-	-

### Maintenance – Resale POTS and UNE-P

37. Trouble Report Rate	-	-	-	-	-	-
37.1 Trouble Report Rate Net of Installation and Repeat Reports	-	-	✓	-	-	X
38. Percent Missed Repair Commitments	-	-	✓	-	-	X

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
39. Receipt To Clear Duration	-	-	✓	-	-	X
40. Percent Out Of Service (OOS) < 24 Hours	-	✓	-	-	-	-
41. Percent Repeat Reports	-	-	✓	-	-	X
42. Percent No Access (Percent of Trouble Reports with No Access)	-	-	-	-	-	-

### Provisioning – Resale Specials

43. Average Installation Interval	-	-	-	-	-	-
44. Percent Installations Completed Within Customer Requested Due Date	-	-	✓	-	-	X
45. Percent SBC/Ameritech Caused Missed Due Dates	-	-	-	-	-	-
46. Percent Trouble Reports Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
47. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities	-	-	✓	-	-	X
48. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
49. Average Delay Days For SBC/Ameritech Missed Due Dates	-	-	-	-	-	-
50. Percent SBC/Ameritech Caused Missed Due Dates > 30 days		-✓	-	-	-	-

### Maintenance – Resale Specials

52. Mean Time To Restore	-	-	✓	-	-	X
53. Percent Repeat Reports	-	-	✓	-	-	X
54. Failure Frequency		-	-	-	-	-
54.1 Trouble Report Rate Net of Installation and Repeat Reports	-	-	✓	-	-	

### Provisioning – UNE

55. Average Installation Interval	-	-	-	-	-	-
55.2 Average Installation Interval - LNP w/ Loop	-	-	-	-	-	-
55.3 Percent DSL-capable loop orders requiring the removal of load coils and/or repeaters.	-	-	-	-	-	-
56. Percent Installations Completed Within Customer Requested Due Date	-	-	✓	-	-	X
56.1. Percent Installations Completed Within the Customer Requested Due Date for Loop with LNP	-	-	✓	-	-	X

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
58. Percent SBC/Ameritech Caused Missed Due Dates	-	-	-	-	-	-
59. Percent Trouble Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
60. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities	-	-	✓	-	-	X
61. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
62. Average Delay Days For SBC/Ameritech Missed Due Dates	-	-	-	-	-	-
63. Percent SBC/Ameritech Caused Missed Due Dates > 30 days		✓ -	-	-	-	-

### Maintenance – UNE

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) < 24 Hours	-	✓	-	-	-	-
69. Percent Repeat Reports	-	-	✓	-	-	X

### Interconnection Trunks

70. Percent Trunk Blockage (Call Blockage)	-	-	✓	-	-	X
70.1 Trunk Blockage Exclusions	-	-	-	-	-	-
70.2 Percent Trunk Blockage (Trunk Groups)	-	-	-	-	-	-
71. Common Transport Trunk Blockage	-	-	-	-	-	X
73. Percent Installations Completed Within Customer Requested Due Date	-	-	✓	-	-	X
74. Average Delay Days For Missed Due Dates	-	-	-	-	-	-
75. Percent SBC/Ameritech Caused Missed Due Dates greater than 30 days		-✓	-	-	-	-
76. Average Trunk Restoration Interval	✓	-	-	-	-	-
77. Average Trunk Restoration Interval for Service Affecting Trunk Groups	-	-	✓	-	-	X
78. Average Interconnection Trunk Installation Interval	-	-	-	-	-	-

### Directory Assistance and Operator

# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

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

## Services

79. Directory Assistance Grade Of Service	-	-	-	-	-	-
80. Directory Assistance Average Speed Of Answer	-	-	-	X	-	-
81. Operator Services Grade Of Service	-	-	-	-	-	-
82. Operator Services Average Speed Of Answer	-	-	-	X	-	-
83. Percent Calls Abandoned	-	-	-	-	-	-

## Local Number Portability (LNP)

91. Percent LNP Only Orders within the Customer Requested Due Date	-	-	✓	-	-	X
92. Percent of Time the Old Service Provider Releases Subscription Prior to the Expiration of the Second 9-hour timer	-	-	-	-	-	-
93. Percent of time Customer Accounts Restructured by the LNP Only Completion Date	✓	-	-	-	-	-
96. Percent Premature Disconnects for LNP Orders	✓	-	-	-	-	-
97. Percent of Time SBC/Ameritech applies the 10-digit Trigger Prior to the LNP Order Due date.	-	-	✓	-	-	X
98. Percent LNP Trouble Reports within 30 days of Installation	-	-	✓	-	-	X
99. Average Delay Days for SBC/Ameritech Missed Due Dates.(For Stand-Alone LNP Orders)	-	-	-	-	-	-
100. Average Time of Out of Service for LNP conversions	-	-	✓	-	-	X
101. Percent Out of Service < 60 Minutes	-	✓	-	-	X	-

## 911

102. Average Time To Clear Errors (Facility Based Providers)	✓	-	-	-	-	-
103. Percent Accuracy for 911 database updates (Facility Based Providers)	✓	-	-	-	-	-
104. Average Time Required to Update 911 Database (Facility Based Providers)	✓	-	-	-	-	-
104.1 The Average Time it takes to Unlock the 911 record	-	-	-	-	-	-

## Poles, Conduit, and Rights of Way



# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

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

105. Percentage of requests processed within 35 days	✓	-	-	-	-	-
106. Average Days Required to Process a Request	-	-	-	-	-	-

## Collocation

107. Percentage Missed Collocation Due Dates	-	-	✓	-	-	X
108. Average Delay Days For SBC/Ameritech Missed Due Dates	✓	-	-	-	-	-
109. Percent of requests processed within the tariffed timelines	✓	-	-	-	-	-

## Directory Assistance Database

110. Percentage 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. Percentage DA Database Accuracy For Manual Updates	✓	-	-	-	-	-
113. Percentage of Electronic Updates that Flow Through the update process without Manual intervention	✓	-	-	-	-	-

## Coordinated Conversions

114. Percent Pre-mature Disconnects (Coordinated Cutovers)	-	-	✓	-	-	X
114.1 CHC/FDT LNP w/Loop Provisioning Interval	-	✓	-	-	X	-
115. Percentage of SBC/Ameritech caused delayed Coordinated Cutovers	✓	-	-	-	-	-
115.1 Percent Provisioning Trouble Reports	-	-	✓	-	-	X
115.2 Percent Mean Time to Restore - Provisioning Trouble Reports (PTR)	-	-	-	-	-	-

## NXX

117. Percent 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	-	-	✓	-	-	X

## Bona Fide Request Process (BFRs)

120. Percentage of requests processed	-	-	-	-	-	-
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# SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
within 45 business days						
121. Percentage of Quotes Provided for Authorized BFRs within 30 business days	-	-	✓	-	-	X

## Additional Measures

124. Timely Resolution of Significant Software Failures Related With Releases	-	-	✓	-	-	X
124.1 Test Environment Availability	-	-	-	-	-	-
MI-2 Percentage of Orders Given Jeopardy Notices within 24 Hours of the Due Date	✓ -	-	-	-	-	-
MI-3 Coordinated Conversions Completed within One Hour of the Scheduled Time	-	-	-	-	-	-
MI-4 Average Time to Provide a Collocation Arrangement	-	-	-	-	-	-
MI-5 Structure Requests Completed Outside of Interval	-	-	-	-	-	-
MI-9 Percent Missing FOCs	-	-	-	-	-	-
MI-10 Percent Time-Out Transactions	-	-	-	-	-	-
MI-11 Average Interface Outage Notification	-	-	-	-	-	-
MI-12 Average Time to Clear Service Order Areas	-	-	-	-	-	-
MI-13 Percent Mechanized Line Loss Notifications returned within 1 Day of Work Completion	✓	-	-	X	-	-
MI-13.1 Average Delay Days for Mechanized Line Loss Notifications	-	-	-	-	-	-
MI-14 Percent Completion Notifications Returned within "X" Hours of Completion of Maintenance Trouble Tickets	✓	-	-	-	-	-
MI-15 Change Management	-	-	-	X	-	-
MI-16 Percentage Rejected Query Notices	-	-	-	-	-	-
WI-1 Percent No-Access for UNE Loops - Provisioning	-	-	-	-	-	-
WI-2 Percent of Trouble Reports with No Access for UNE Loops - Maintenance	-	-	-	-	-	-
WI-9 Percent Facility Modification Orders	-	-	-	-	-	-
C WI-1 Average Delay In Original FOC Due Date Due to FMOD Delay Notice	-	-	-	-	-	-

## SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
C WI-4 Accuracy of Processing CLEC Corrections Based on Review of Directory Information	-	-	✓	-	-	-
C WI-5 Percentage of Protectors Not Moved After Technician Visit	-	-	✓	-	-	X
C WI-6 Percent Form A Received Within the Interval Ordered by the Commission (FMOD)	-	-	✓	-	-	X
C WI-7 Percent Forms B, C, D, and E Received Within 72 Hours of Form A (FMOD)	-	-	✓	-	-	X
C WI-8 Percent FOC with New Due Date Returned Within 24 Hours of Form B (FMOD)	✓	-	-	-	✓	-
C WI-9 Percent Form C Quote Returned Within the Interval Ordered by the Commission (FMOD)	-	-	✓	-	-	X
C WI-11 Percentage of Due Dates Met (FMOD)	-	-	✓	-	-	X
IN-1 Percent Loop Acceptance Testing (LAT) Completed on or prior to the Completion Date	✓ -	-	-	-	-	-

# **SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE**

## **Attachment Four**

### **Percentage of Missed Collocation Due Dates Damages and Assessments Methodology**

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

#### **Tier 1:**

1. The benchmark will be 95% of Collocations completed within the due date. For example, if a CLEC has 30 collocations complete in the study month, Ameritech can miss one due date and still be in compliance. In this case no damages would apply. If, two due dates out of 30 were missed, Ameritech would be out of compliance. In this case, damages would be payable on the number of collocations required to be back within the 95% benchmark.
2. Damages are calculated based on the percentage of days that Ameritech misses the due date using the per occurrence values in the business rules, multiplied by the number of days from completion to due date.
3. In order to determine which collocations to use in the damage calculation, the missed collocation due dates will be ranked based on the number of days missed from highest to lowest. Ameritech will pay damages on the highest number of days missed until the number of collocations missed is within the benchmark. For example, if there were three misses which had missed days of 20, 15 and three, Ameritech would pay damages on 35 (20+15) missed days. In this example, Ameritech would pay  $35 \times (95\% - 90\%) \times 150 = \$262.50$
4. Should a remedy plan in effect call for the use of the K-table, the collocation measurement will be used in the determination of the "K" number of allowances (based on the number of collocations). In addition, it may also be excluded as defined in the business rules in the order of progression also contained there. The number of underlying data points used for the purposes of determining the order of exclusion will be the same total days late for collocation projects calculated above (35 in the previous example). Should a remedy plan not include the K-table component, this paragraph #4 is not applicable.
5. All collocation completions in a month will be considered for the calculation of liquidated damages.
6. The critical Z-value will not be subtracted from the benchmark to determine compliance.

#### **Tier 2:**

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

## **SCHEDULE - LAWFUL UNE COMBINATIONS (Indiana)**

### **Prem to Prem**

2-Wire Analog Loop to 2-Wire Analog Loop (same wire center)

2-Wire Digital Loop to 2-Wire Digital Loop (same wire center)

4-Wire Analog Loop to 4-Wire Analog Loop (same wire center)

2-Wire Analog Loop to 4-Wire Analog Loop (same wire center)

## **APPENDIX-PRICING (MICHIGAN)**

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## APPENDIX PRICING (MICHIGAN)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.4 Replacement of Non-Interim Rates
- Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:
- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC MICHIGAN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.



- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, SBC MICHIGAN will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and **SBC MICHIGAN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

#### 1.7 Notice to Adopting CLECs

Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between **SBC MICHIGAN** and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

#### 1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Rate Zone:

Zone A

Zone B

Zone C

Total Access Lines:

See: Tariff 20, Part 4, Section 2, Sheets 7-34

See: Tariff 20, Part 4, Section 2, Sheets 7-34

See: Tariff 20, Part 4, Section 2, Sheets 7-34

- 1.9 **SBC MICHIGAN**'s obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, **SBC MICHIGAN** may reject the order. In the event such

an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC MICHIGAN** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC MICHIGAN**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC MICHIGAN**'s current generic contract rate for the Product or Service set forth in **SBC MICHIGAN**'s applicable state-specific generic pricing schedule as published on **SBC MICHIGAN**'s CLEC website; or
  - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **SBC MICHIGAN** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
  - 1.9.3 **SBC MICHIGAN**'s provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **SBC MICHIGAN**'s right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC MICHIGAN** for that Product or Service and incorporated into **SBC MICHIGAN**'s current state-specific generic pricing schedule as published on **SBC MICHIGAN**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC MICHIGAN** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC MICHIGAN** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **SBC MICHIGAN** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
  - 1.10.2 **SBC MICHIGAN**'s provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **SBC MICHIGAN**'s right to charge and collect payment for such Products and/or Services.

## 2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1)

- month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.
- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SBC MICHIGAN will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC MICHIGAN will round up to the next whole mile before determining the mileage and applying rates.

### 3. **NON-RECURRING CHARGES**

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC MICHIGAN network, without any changes to SBC MICHIGAN's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to SBC MICHIGAN to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

### 4. **BILLING**

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING	SBC NON-RECURRING
			Monthly	Initial Additional
	<b><u>NETWORK ELEMENTS</u></b>			
	<b><u>Loops</u></b>			
	<b><u>Loops</u></b>			
1	2-Wire Analog - Rural (Zone C)	U2HC1-C5	\$ 14.20	See NRC prices below
2	2-Wire Analog - Suburban (Zone B)	U2HB1-B3	\$ 10.77	See NRC prices below
3	2-Wire Analog - Metro (ZoneA)	U2HAA	\$ 9.13	See NRC prices below
4	Conditioning for dB Loss			
5	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	U2WC1-C5	\$ 14.47	See NRC prices below
6	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	U2WB1-B3	\$ 11.32	See NRC prices below
7	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (ZoneA)	U2WAA	\$ 9.45	See NRC prices below
8	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	U2JC1-C5	\$ 14.47	See NRC prices below
9	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	U2JB1-B3	\$ 11.32	See NRC prices below
10	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	U2JAA	\$ 9.45	See NRC prices below
11	2-Wire Analog - COPTS Coin - Rural (Zone C)	U2CC1-C5	\$ 14.72	See NRC prices below
12	2-Wire Analog - COPTS Coin - Suburban (Zone B)	U2CB1-B3	\$ 11.32	See NRC prices below
13	2-Wire Analog - COPTS Coin - Metro (Zone A)	U2CAA	\$ 9.45	See NRC prices below
14	2-Wire Analog - EKL - Rural (Zone C)	U2KC1-C5	\$ 15.88	See NRC prices below
15	2-Wire Analog - EKL - Suburban (Zone B)	U2KB1-B3	\$ 12.57	See NRC prices below
16	2-Wire Analog - EKL - Metro (ZoneA)	U2KAA	\$ 10.35	See NRC prices below
17	4-Wire Analog - Rural (Zone C)	U4HC1-C5	\$ 33.16	See NRC prices below
18	4-Wire Analog - Suburban (Zone B)	U4HB1-B3	\$ 26.66	See NRC prices below
19	4-Wire Analog - Metro (Zone A)	U4HAA	\$ 21.83	See NRC prices below
20	2-Wire Digital - Rural (Zone C)	U2QC1-C5	\$ 19.93	See NRC prices below
21	2-Wire Digital - Suburban (Zone B)	U2QB1-B3	\$ 16.22	See NRC prices below
22	2-Wire Digital - Metro (Zone A)	U2QAA	\$ 12.66	See NRC prices below
23	<b><u>DSL Capable Loops</u></b>			
24	2-Wire xDSL Loop			
25	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 17.02	TBD N/A
26	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 11.42	TBD N/A
27	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 9.51	TBD N/A
28				
29	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 17.02	TBD N/A
30	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 11.42	TBD N/A
31	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 9.51	TBD N/A
32				
33	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 17.02	See NRC prices below
34	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 11.42	See NRC prices below
35	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 9.51	See NRC prices below
36				
37	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 17.02	TBD N/A
38	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 11.42	TBD N/A
39	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 9.51	TBD N/A
40				
41	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 17.02	See NRC prices below
42	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 11.42	See NRC prices below
43	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 9.51	See NRC prices below
44				
45	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 17.02	TBD N/A
46	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 11.42	TBD N/A
47	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 9.51	TBD N/A
48	4-Wire xDSL Loop			
49	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$ 32.35	See NRC prices below
50	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$ 20.96	See NRC prices below
51	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$ 17.51	See NRC prices below
52	<b><u>IDSL Capable Loop</u></b>			
53	IDSL Loop Access Area C - Rural	UY5FC	\$ 19.93	See NRC prices below
54	IDSL Loop Access Area B - Suburban	UY5FB	\$ 16.22	See NRC prices below
55	IDSL Loop Access Area A - Metro	UY5FA	\$ 12.66	See NRC prices below
56				
57	<b><u>Loop Non-Recurring Charges</u></b>			
58	Service Order- Initial /1/ /2/ /5/ /7/ /8/	SEPUP	N/A	\$ 3.62 N/A
59	Service Order- Disconnect	NR9OE	N/A	\$ 1.77 N/A
60	Service Order- Subsequent	REAH9	N/A	\$ 3.46 N/A
61	Loop Connection /1/ /2/ /5/ /7/ /8/	SEPUC	N/A	\$ 20.43 N/A
62	Loop Disconnect	NR9OG	N/A	\$ 6.71 N/A
63	Loop - Record Work Only	NR9UP	N/A	\$ 2.13 N/A
64	Loop Connection - Add/Change	REAH5	N/A	\$ 20.43 N/A
65	<b><u>DS0 - Service Non-Recurring</u></b>			
66	Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR9OH	N/A	\$ 0.00 N/A
67	Design and CO Connection Charge, per circuit - Install /1/ /2/ /5/ /7/ /8/	NR9OK	N/A	\$ 74.94 N/A
68	Carrier Connection Charge per Termination - Install /1/ /2/ /5/ /7/ /8/	NR9ON	N/A	\$ 239.23 N/A
69	Administration Charge, per order - Disconnect	NR9OJ	N/A	\$ 0.00 N/A
70	Design and CO Connection Charge, per circuit - Disconnect	NR9OM	N/A	\$ 56.56 N/A
71	Carrier Connection Charge per Termination - Disconnect	NR9OQ	N/A	\$ 82.32 N/A
72	Cancellation or Change Service Charge-Analog Loop, per last critical date reached			
73	Design Layout Report Date /7/	NR95O	N/A	\$ 4.62 N/A
74	Records Issue Date /7/	NR95P	N/A	\$ 20.52 N/A
75	Designed, Verified, and Assigned Date /7/	NR95Q	N/A	\$ 7.76 N/A
76	Plant Test Date /7/	NR95R	N/A	\$ 52.27 N/A
77	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached			
78	Design Layout Report Date /7/	NR95S	N/A	\$ 0.00 N/A
79	Records Issue Date /7/	NR95T	N/A	\$ 0.00 N/A
80	Designed, Verified, and Assigned Date /7/	NR95U	N/A	\$ 0.00 N/A
81	Plant Test Date /7/	NR95V	N/A	\$ 0.00 N/A
82	Due Date Change Charge, per Order, per Occasion			
83	Analog Loop /7/	NR955	N/A	\$ 3.62 N/A
84	DS0 Loop /7/	NR956	N/A	\$ 21.51 N/A
85				
86	<b><u>Service Coordination Fee, per central office /4/</u></b>	UFE	\$ 5.39	N/A N/A
87				
88	<b><u>LST</u></b>			
89	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	\$ 151.21
90	Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A	\$ 133.44
91				
92	<b><u>Loop Qualification Process</u></b>			

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING	SBC NON-RECURRING
		Monthly	Initial	Additional
93	Loop Qualification Process - Mechanized	NR98U	N/A	\$0.00
94	Loop Qualification Process - Manual	NRBXU	N/A	\$0.00
95				
96	<b>DSL Conditioning</b>			
97	<b>DSL Conditioning Options - &gt;12KFT and &lt; 17.5KFT</b>			
98	Removal of Repeater Options	NRBXV	N/A	\$ 27.85
99	Removal Bridged Tap Option	NRBXW	N/A	\$ 26.77
100	Removal of Load Coil	NRBZX	N/A	\$ 34.01
101	<b>DSL Conditioning Options - &gt;17.5KFT in addition to the rates for &gt; 12KFT and &lt; 17.5KFT</b>			
102	Removal of Repeater Options	NRBNL	N/A	\$ 27.85
103	Removal Bridged Tap Option	NRBNK	N/A	\$ 26.77
104	Removal of Load Coil	NRBNJ	N/A	\$ 13.61
105				
106	<b>SUB-LOOPS</b>			
107	ECS to SAI sub-loop			
108	2 Wire Analog - area A	PENDING	\$ 1.10	See NRC prices below
109	2 Wire Analog - area B	PENDING	\$ 1.04	See NRC prices below
110	2 Wire Analog - area C	PENDING	\$ 1.10	See NRC prices below
111	4 Wire Analog - area A	PENDING	\$ 2.11	See NRC prices below
112	4 Wire Analog - area B	PENDING	\$ 2.00	See NRC prices below
113	4 Wire Analog - area C	PENDING	\$ 2.11	See NRC prices below
114	2 Wire DSL - area A	PENDING	\$ 1.07	See NRC prices below
115	2 Wire DSL - area B	PENDING	\$ 0.99	See NRC prices below
116	2 Wire DSL - area C	PENDING	\$ 1.04	See NRC prices below
117	4 Wire DSL - area A	PENDING	\$ 2.12	See NRC prices below
118	4 Wire DSL - area B	PENDING	\$ 1.96	See NRC prices below
119	4 Wire DSL - area C	PENDING	\$ 2.05	See NRC prices below
120	ECS to Terminal sub-loop			
121	2 Wire Analog - area A	PENDING	\$ 3.50	See NRC prices below
122	2 Wire Analog - area B	PENDING	\$ 4.14	See NRC prices below
123	2 Wire Analog - area C	PENDING	\$ 7.17	See NRC prices below
124	4 Wire Analog - area A	PENDING	\$ 6.33	See NRC prices below
125	4 Wire Analog - area B	PENDING	\$ 7.50	See NRC prices below
126	4 Wire Analog - area C	PENDING	\$ 13.39	See NRC prices below
127	2 Wire DSL - area A	PENDING	\$ 3.55	See NRC prices below
128	2 Wire DSL - area B	PENDING	\$ 4.21	See NRC prices below
129	2 Wire DSL - area C	PENDING	\$ 6.96	See NRC prices below
130	4 Wire DSL - area A	PENDING	\$ 6.82	See NRC prices below
131	4 Wire DSL - area B	PENDING	\$ 8.06	See NRC prices below
132	4 Wire DSL - area C	PENDING	\$ 13.69	See NRC prices below
133	ECS to NID sub-loop			
134	2 Wire Analog - area A	PENDING	\$ 5.17	See NRC prices below
135	2 Wire Analog - area B	PENDING	\$ 5.95	See NRC prices below
136	2 Wire Analog - area C	PENDING	\$ 9.21	See NRC prices below
137	4 Wire Analog - area A	PENDING	\$ 7.97	See NRC prices below
138	4 Wire Analog - area B	PENDING	\$ 9.12	See NRC prices below
139	4 Wire Analog - area C	PENDING	\$ 15.47	See NRC prices below
140	2 Wire DSL - area A	PENDING	\$ 5.27	See NRC prices below
141	2 Wire DSL - area B	PENDING	\$ 6.07	See NRC prices below
142	2 Wire DSL - area C	PENDING	\$ 8.95	See NRC prices below
143	4 Wire DSL - area A	PENDING	\$ 8.65	See NRC prices below
144	4 Wire DSL - area B	PENDING	\$ 9.86	See NRC prices below
145	4 Wire DSL - area C	PENDING	\$ 15.84	See NRC prices below
146	SAI to Terminal sub-loop			
147	2 Wire Analog - area A	PENDING	\$ 2.90	See NRC prices below
148	2 Wire Analog - area B	PENDING	\$ 3.55	See NRC prices below
149	2 Wire Analog - area C	PENDING	\$ 6.55	See NRC prices below
150	4 Wire Analog - area A	PENDING	\$ 5.17	See NRC prices below
151	4 Wire Analog - area B	PENDING	\$ 6.36	See NRC prices below
152	4 Wire Analog - area C	PENDING	\$ 12.19	See NRC prices below
153	2 Wire DSL - area A	PENDING	\$ 2.95	See NRC prices below
154	2 Wire DSL - area B	PENDING	\$ 3.61	See NRC prices below
155	2 Wire DSL - area C	PENDING	\$ 6.34	See NRC prices below
156	4 Wire DSL - area A	PENDING	\$ 5.66	See NRC prices below
157	4 Wire DSL - area B	PENDING	\$ 6.92	See NRC prices below
158	4 Wire DSL - area C	PENDING	\$ 12.49	See NRC prices below
159	SAI to NID sub-loop			
160	2 Wire Analog - area A	PENDING	\$ 4.57	See NRC prices below
161	2 Wire Analog - area B	PENDING	\$ 5.35	See NRC prices below
162	2 Wire Analog - area C	PENDING	\$ 8.59	See NRC prices below
163	4 Wire Analog - area A	PENDING	\$ 6.81	See NRC prices below
164	4 Wire Analog - area B	PENDING	\$ 7.98	See NRC prices below
165	4 Wire Analog - area C	PENDING	\$ 14.27	See NRC prices below
166	2 Wire DSL - area A	PENDING	\$ 4.67	See NRC prices below
167	2 Wire DSL - area B	PENDING	\$ 5.48	See NRC prices below
168	2 Wire DSL - area C	PENDING	\$ 8.33	See NRC prices below
169	4 Wire DSL - area A	PENDING	\$ 7.49	See NRC prices below
170	4 Wire DSL - area B	PENDING	\$ 8.72	See NRC prices below
171	4 Wire DSL - area C	PENDING	\$ 14.64	See NRC prices below
172	Terminal to NID sub-loop			
173	2 Wire Analog - area A	PENDING	\$ 2.13	See NRC prices below
174	2 Wire Analog - area B	PENDING	\$ 2.28	See NRC prices below
175	2 Wire Analog - area C	PENDING	\$ 2.56	See NRC prices below
176	4 Wire Analog - area A	PENDING	\$ 2.13	See NRC prices below
177	4 Wire Analog - area B	PENDING	\$ 2.07	See NRC prices below
178	4 Wire Analog - area C	PENDING	\$ 2.69	See NRC prices below
179	2 Wire DSL - area A	PENDING	\$ 2.20	See NRC prices below
180	2 Wire DSL - area B	PENDING	\$ 2.36	See NRC prices below
181	2 Wire DSL - area C	PENDING	\$ 2.50	See NRC prices below
182	4 Wire DSL - area A	PENDING	\$ 2.37	See NRC prices below
183	4 Wire DSL - area B	PENDING	\$ 2.29	See NRC prices below
184	4 Wire DSL - area C	PENDING	\$ 2.78	See NRC prices below
185	NID sub-loop element			
186	2 Wire Analog - area A	PENDING	\$ 0.16	See NRC prices below
187	2 Wire Analog - area B	PENDING	\$ 0.15	See NRC prices below

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING	SBC NON-RECURRING
			Monthly	Initial Additional
188	2 Wire Analog - area C	PENDING	\$ 0.15	See NRC prices below
189	4 Wire Analog - area A	PENDING	\$ 0.33	See NRC prices below
190	4 Wire Analog - area B	PENDING	\$ 0.31	See NRC prices below
191	4 Wire Analog - area C	PENDING	\$ 0.32	See NRC prices below
192	2 Wire DSL - area A	PENDING	\$ 0.16	See NRC prices below
193	2 Wire DSL - area B	PENDING	\$ 0.15	See NRC prices below
194	2 Wire DSL - area C	PENDING	\$ 0.15	See NRC prices below
195	4 Wire DSL - area A	PENDING	\$ 0.33	See NRC prices below
196	4 Wire DSL - area B	PENDING	\$ 0.31	See NRC prices below
197	4 Wire DSL - area C	PENDING	\$ 0.32	See NRC prices below
198	2 Wire ISDN Compatible - area A	PENDING	\$ 0.16	See NRC prices below
199	2 Wire ISDN Compatible - area B	PENDING	\$ 0.15	See NRC prices below
200	2 Wire ISDN Compatible - area C	PENDING	\$ 0.15	See NRC prices below
201	<b>Sub-Loop Non-Recurring Charges</b>			
202	<b>Analog Sub-Loop</b>			
203	<b>Service Ordering Charges</b>			
204	Installation, per occasion per location	PENDING	NA	\$ 3.62 NA
205	Disconnect, per occasion per location	PENDING	NA	\$ 2.13 NA
206	Subsequent, per occasion	PENDING	NA	\$ 3.02 NA
207	Record Work, per occasion	PENDING	NA	\$ 1.86 NA
208	Sub-Loop Connection Charge, per termination	PENDING	NA	\$ 17.82 NA
209	Sub-Loop Disconnection Charge, per termination	PENDING	NA	\$ 5.85 NA
210				
211				
212	<b>Cross Connects</b>			
213	2-Wire /4/	CXCT2	\$ 0.13	NA NA
214				
215				
216	<b>Routine Modifications</b>			
217	Routine Modifications of Existing Facilities Charge	NA	NA	ICB NA
218				
219				
220				
221	<b>LNP</b>			
222	Local Number Portability /9/	NSR	\$0.00	N/A
223	Maintenance of Service Charge	VRP	NA	\$ 71.00
224				
225				
226	<b>OTHER</b>			
227	<b>Directory Assistance</b>			
228				
229	<b>Facility-Based DA</b>			
230	Directory Assistance, per occurrence	OPEN	\$ 0.248852	NA NA
231	Directory Assistance Call Completion (DACC)	OPEN	\$ 0.004099	NA NA
232	Directory Assistance/National Directory Assistance, per occurrence/Reverse D	OPEN	\$ 0.35	NA NA
233	Branding - Other - Initial/Subsequent Load	OPEN		
234	- per call	OPEN	\$ 0.003090	
235	Branding - Facility Based - Initial/Subsequent Load			
236	- Branding, per trunk group	OPEN	NA	\$ 1,098.67 \$ 143.75
237	Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00 NA
238	Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00 NA
239				
240	<b>DA Listing License</b>			
241	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)			
242	- per listing for initial load	OPEN	NA	\$ 0.040 NA
243	- per listing for subsequent updates	OPEN	NA	\$ 0.060 NA
244	Option #2 Full File (all states inclusive) Billable Release			
245	- per listing for initial load	OPEN	NA	\$ 0.020 NA
246	- per listing for subsequent updates	OPEN	NA	\$ 0.030 NA
247	- per usage/query	OPEN	NA	\$ 0.020 NA
248	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)			
249	- per listing for initial load	OPEN	NA	\$ 0.050 NA
250	- per listing for subsequent updates	OPEN	NA	\$ 0.060 NA
251	Option #4 Pick & Choose (by state) Billable Release			
252	- per listing for initial load	OPEN	NA	\$ 0.020 NA
253	- per listing for subsequent updates	OPEN	NA	\$ 0.030 NA
254	- per usage/query	OPEN	NA	\$ 0.020 NA
255				
256	<b>Operator Services</b>			
257	Fully Automated Call Processing, per occurrence	OPEN	\$0.017312	NA NA
258	Operator Assisted Call Processing, per work second	OPEN	\$0.276712	NA NA
259	Branding - Other - Initial/Subsequent Load	OPEN		1,098.67 143.75
260	- per call	OPEN	\$0.003090	
261	Branding - Facility Based - Initial/Subsequent Load			
262	- Branding, per trunk group	OPEN	NA	\$ 800.00 NA
263	Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00 NA
264	Rate Reference - Subsequent Rater Load or Reference Load	OPEN	NA	\$ 1,000.00 NA
265				
266	<b>Ancillary Message Compensation (per message)</b>			
267		OPEN	0.03	N/A N/A
268	<b>Structure Access - Poles &amp; Ducts</b>			
269	Per Pole attachment*	OPEN	\$ 1.48	
270	Per Foot of innerduct	OPEN	\$ 0.08	
271	Application fee	OPEN		\$ 200.00
272	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each			
273	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.			
274				
275	<b>Emergency Number Service Access</b>			
276	911 Selective Router Interconnection			
277	-Each DSO installed			
278	-Analog Channel Interface	EV69X	\$ 19.81	\$ 496.18
279	ANI/ALI/SR and Database Management			
280	- Per 100 records, rounded up to nearest 100	9589X	\$ 3.93	\$0.00
281	911 Selective Router Switch Administration			
282	-Per Selective Router			

Line	MICHIGAN - Generic Pricing Schedule /1/		SBC RECURRING	SBC NON-RECURRING
		USOC	Monthly	Initial Additional
283				
284	<b>INTERCARRIER COMPENSATION</b>			
285				
286	Rate for All ISP-Bound and Section 251 (b)(5) Traffic as per FCC 01-131, per MC	USAGE	\$ 0.0007	
287				
288				
289	<b>RESALE</b>		<b>RESALE DISCOUNTS</b>	
290	<b>BUSINESS</b>		<b>RECURRING</b>	<b>NON-RECURRING</b>
291	<b>LOCAL EXCHANGE SERVICE</b>			
292	Business 1 Party	RESALE	16.62%	16.62%
293	Business - Measured	RESALE	16.62%	16.62%
294	Customer Operated Pay Telephone (COPT)	RESALE	16.62%	16.62%
295				
296	<b>EXPANDED LOCAL CALLING</b>			
297	Interzone	RESALE	16.62%	16.62%
298				
299	<b>VERTICAL SERVICES</b>			
300	Anonymous Call Rejection	RESALE	16.62%	16.62%
301	Repeat Dialing (Auto Redial)	RESALE	16.62%	16.62%
302	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	16.62%	16.62%
303	Call Blocker	RESALE	16.62%	16.62%
304	Call Forwarding	RESALE	16.62%	16.62%
305	Call Forwarding - Busy Line	RESALE	16.62%	16.62%
306	Call Forwarding - Busy Line/Don't Answer	RESALE	16.62%	16.62%
307	Call Forwarding - Don't Answer	RESALE	16.62%	16.62%
308	Automatic CallBack (Call Return)	RESALE	16.62%	16.62%
309	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	16.62%	16.62%
310	Call Trace	RESALE	16.62%	16.62%
311	Call Waiting	RESALE	16.62%	16.62%
312	Caller ID With Name (Calling Name)	RESALE	16.62%	16.62%
313	Caller ID (Calling Number)	RESALE	16.62%	16.62%
314	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	16.62%	16.62%
315	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	16.62%	16.62%
316	Remote Access to Call Forwarding (Grandfathered)	RESALE	0%	0%
317	Selective Call Forwarding	RESALE	0%	0%
318	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	16.62%	16.62%
319	Remote Call Forwarding-Per Feature	RESALE	16.62%	16.62%
320	RCF, Interstate, Interexchange	RESALE	16.62%	16.62%
321	RCF, Intrastate	RESALE	16.62%	16.62%
322	RCF, Interstate, International	RESALE	16.62%	16.62%
323	RCF, Intrastate, Interexchange	RESALE	16.62%	16.62%
324	RCF to 800	RESALE	16.62%	16.62%
325	RCF Additional	RESALE	16.62%	16.62%
326	Speed Calling 8	RESALE	16.62%	16.62%
327	Speed Calling 30	RESALE	16.62%	16.62%
328	Three Way Calling	RESALE	16.62%	16.62%
329	Call Screening	RESALE	16.62%	16.62%
330	Busy Line Transfer	RESALE	16.62%	16.62%
331	Alternate Answer	RESALE	16.62%	16.62%
332	Message Waiting - Tone	RESALE	16.62%	16.62%
333	Easy Call	RESALE	16.62%	16.62%
334	Prime Number Service	RESALE	16.62%	16.62%
335	SBC Michigan Privacy Manager	RESALE	16.62%	16.62%
336	Name and Number Delivery Service	RESALE	16.62%	16.62%
337				
338	<b>DID</b>			
339	DID	RESALE	16.62%	16.62%
340				
341	<b>TRUNKS</b>			
342	Trunk	RESALE	16.62%	16.62%
343				
344	<b>AIN</b>			
345	Area Wide Networking	RESALE	16.62%	16.62%
346	SBC Michigan Switch Alternate Routing (ANSAR)	RESALE	16.62%	16.62%
347	SBC Michigan Customer Location Alternate Routing (ACLAR)	RESALE	16.62%	16.62%
348				
349	<b>OTHER</b>			
350	Grandfathered Services	RESALE	0.00%	0.00%
351	Promotions (Greater than 90 days)	RESALE	16.62%	16.62%
352	TouchTone (Business)	RESALE	16.62%	16.62%
353	TouchTone (Trunk)	RESALE	16.62%	16.62%
354	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%
355	976 (976 Information Delivery Service)	RESALE	0%	0%
356	Access Services (See Access Tariff)	RESALE	0%	0%
357	Additional Directory Listings	RESALE	16.62%	16.62%
358	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%
359	Connection Services	RESALE	16.62%	16.62%
360	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%
361	Shared Tenant Service	RESALE	0%	0%
362				
363	<b>Data Services</b>			
364	Gigabit Ethernet Metropolitan Area Network (GigaMAN )	RESALE	16.62%	16.62%
365	PBX Trunks	RESALE	16.62%	16.62%
366	Multi-Service Optical Network (MON )	RESALE	16.62%	16.62%
367	OCn-PTP	RESALE	16.62%	16.62%
368	ADTS-E	RESALE	16.62%	16.62%
369	DS0	RESALE	16.62%	16.62%
370	DS1	RESALE	16.62%	16.62%
371	DS3	RESALE	16.62%	16.62%
372				
373	<b>ISDN</b>			
374	ISDN	RESALE	16.62%	16.62%
375				
376	<b>DIRECTORY ASSISTANCE SERVICES</b>			



Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING	SBC NON-RECURRING
		Monthly	Initial	Additional
377	Directory Assistance Services	RESALE	16.62%	20.29%
378	Local Operator Assistance Service	RESALE	16.62%	16.62%
379				
380	<b>TOLL</b>			
381	TOLL	RESALE	16.62%	16.62%
382				
383	<b>OPTIONAL TOLL CALLING PLANS</b>			
384	Optional Toll Calling Plans	RESALE	16.62%	16.62%
385				
386	<b>CENTREX (PLEXAR)</b>			
387	SBC Michigan Centrex Service ACS	RESALE	16.62%	16.62%
388	SBC Michigan Centrex Network Manager	RESALE	0%	0%
389				
390	<b>PRIVATE LINE</b>			
391	Analog Private Lines	RESALE	16.62%	16.62%
392	Private Line Channel Services	RESALE	16.62%	16.62%
393				
394	<b>RESIDENCE</b>	<b>RESALE DISCOUNTS</b>		
395	LOCAL EXCHANGE SERVICE	<b>RECURRING NON-RECURRING</b>		
396	Life Line	RESALE	0%	0%
397	Residence 1 Party	RESALE	16.62%	16.62%
398	Residence Measured	RESALE	16.62%	16.62%
399				
400	<b>EXPANDED LOCAL CALLING</b>			
401	Interzone	RESALE	16.62%	16.62%
402				
403	<b>VERTICAL SERVICES</b>			
404	Anonymous Call Rejection	RESALE	16.62%	16.62%
405	Repeat Dialing (Auto Redial)	RESALE	16.62%	16.62%
406	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	16.62%	16.62%
407	Call Blocker	RESALE	16.62%	16.62%
408	Call Forwarding	RESALE	16.62%	16.62%
409	Call Forwarding - Busy Line	RESALE	16.62%	16.62%
410	Call Forwarding - Busy Line/Don't Answer	RESALE	16.62%	16.62%
411	Call Forwarding - Don't Answer	RESALE	16.62%	16.62%
412	Automatic Call-Back (Call Return)	RESALE	16.62%	16.62%
413	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	16.62%	16.62%
414	Call Trace	RESALE	16.62%	16.62%
415	Call Waiting	RESALE	16.62%	16.62%
416	Caller ID with Name (Calling Name)	RESALE	16.62%	16.62%
417	Caller ID (Calling Number)	RESALE	16.62%	16.62%
418	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	16.62%	16.62%
419	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st depend	RESALE	16.62%	16.62%
420	Priority Call	RESALE	16.62%	16.62%
421	Remote Access to Call Forwarding (GF)	RESALE	0%	0%
422	RCF, Interstate, Interexchange	RESALE	16.62%	16.62%
423	RCF, Intrastate	RESALE	16.62%	16.62%
424	RCF, Interstate, International	RESALE	16.62%	16.62%
425	RCF, Intrastate, Interexchange	RESALE	16.62%	16.62%
426	RCF to 800	RESALE	16.62%	16.62%
427	RCF Additional	RESALE	16.62%	16.62%
428	Selective Call Forwarding	RESALE	16.62%	16.62%
429	Speed Calling 8	RESALE	16.62%	16.62%
430	Three Way Calling	RESALE	16.62%	16.62%
431	Call Screening	RESALE	16.62%	16.62%
432	Busy Line Transfer	RESALE	16.62%	16.62%
433	Alternate Answer	RESALE	16.62%	16.62%
434	Message Waiting - Tone	RESALE	16.62%	16.62%
435	Easy Call	RESALE	16.62%	16.62%
436	SBC Michigan Privacy Manager	RESALE	16.62%	16.62%
437	Name and Number Delivery Service	RESALE	16.62%	16.62%
438				
439	<b>ISDN</b>			
440	ISDN	RESALE	16.62%	16.62%
441				
442	<b>Other (Resale)</b>			
443	<b>DIRECTORY ASSISTANCE SERVICES</b>			
444	Directory Assistance Services	RESALE	16.62%	16.62%
445	Local Operator Assistance Service	RESALE	16.62%	16.62%
446	Reverse Directory Assistance	RESALE	\$1.25	
447	OS/DA Reseller Branding - Initial Load Subsequent Load	RESALE		\$1,098.67 143.75
448	OS/DA OS/DA Reseller Branding - Per Call	RESALE	\$0.025	
449	OS/DA Reseller Rate Reference - Initial Load	RESALE		\$2,200.00
450	OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load	RESALE		\$1,000.00
451				
452	<b>OTHER</b>			
453	Grandfathered Services	RESALE	0%	0%
454	Promotions (Greater than 90 Days)	RESALE	16.62%	16.62%
455	TouchTone	RESALE	16.62%	16.62%
456	Home Services Packages	RESALE	16.62%	16.62%
457	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%
458	976 (976 Information Delivery Service)	RESALE	0%	0%
459	Access Services (See Access Tariff)	RESALE	0%	0%
460	Additional Directory Listings	RESALE	16.62%	16.62%
461	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%
462	Connection Services	RESALE	16.62%	16.62%
463	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%
464	Shared Tenant Service	RESALE	0%	0%
465	Restoral of Service Charge	RESALE		Tariff 20 Part 22 Section 2
466				
467	<b>TOLL</b>			
468	Toll	RESALE	16.62%	16.62%
469				
470	<b>Electronic Billing Information Data (daily usage)</b>	RESALE	\$0.00	
471	per message			

Line	MICHIGAN - Generic Pricing Schedule /1/			SBC RECURRING	SBC NON-RECURRING
			USOC	Monthly	Initial Additional
472					
473	Line Connection Charge				
474	Residence		RESALE		Tariff 20 Part 22 Section 2
475	Business		RESALE		Tariff 20 Part 22 Section 2
476	Service Order/Service Request Charge				
477	Residence		RESALE		Tariff 20 Part 22 Section 2
478	Business		RESALE		Tariff 20 Part 22 Section 2
479	Non-Electronic (Manual) Service Order Charge				
480	Residence		RESALE		Tariff 20 Part 22 Section 2
481	Business		RESALE		Tariff 20 Part 22 Section 2
482					
483	Notes				
484					
485					
486	/2/	Does not apply to pre-existing UNE-P Currently Combined Installations.			
487	/3/	Only applies to pre-existing UNE-P Migrations.			
488	/4/	Applies only once per UNE-P Combination.			
489	/5/	Does not apply to Special Access to UNE conversions.			
490	/6/	Does not apply to new UNE-P installations.			
491	/7/	Does not apply to new EEL installations.			
492	/8/	Does not apply to pre-existing UNE-P Migrations.			
493	/9/	Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing effective October 1, 2004.			
494	* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.				

# APPENDIX PERFORMANCE MEASUREMENTS

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2. RESULTS OF COLLABORATIVE PROCESS .....	3

## APPENDIX PERFORMANCE MEASUREMENTS

### 1. INTRODUCTION

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma, SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 As used herein, **SBC-MI** means the applicable above listed ILEC doing business in Michigan.
- 1.3 As used herein, **Collaborative Process** shall mean the OSS and performance measurement collaborative process established pursuant to Michigan Public Service Commission (“MPSC”) Case number U11830.
- 1.4 As used herein, **Remedy Plan** shall mean the performance measurement remedy plan approved by the MPSC in Case number U11830.
- 1.5 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC’s OSS application-to-application interfaces.
- 1.6 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties’ rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC-MI** is limited to providing any particular manner of access. The parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.7 In addition to the exclusions described in the performance measures and Remedy Plan developed within the Collaborative Process, and unless otherwise ordered by the MPSC, **SBC-MI** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting as CLEC’s agent for connection to SBC-LEC’s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

### 2. RESULTS OF COLLABORATIVE PROCESS

- 2.1 The parties agree that the performance measurements, Remedy Plan and Business Rules developed under the Collaborative Process, shall be incorporated, when finalized, into this Agreement by reference. The parties agree to accept and abide by the Remedy Plan and Schedule, and the state-specific Business Rules, including, without limitation, any **SBC-MI** obligation to pay remedies pursuant to the Remedy Plan and Schedule which will be posted on SBC’s Internet website. **SBC-MI** agrees to post the Business Rules on SBC’s Internet website in accordance with the final resolutions achieved in the Collaborative Process.
- 2.2 The parties agree that performance measurements, Remedy Plan and Business Rules may be revised through the Collaborative Process, and the parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized and on a going forward basis. In the event a party disputes the adoption of a proposed revision from the Collaborative Process, the party seeking such adoption may raise the issue with the state Commission for resolution. Until a final state Commission order resolving the issue is effective, the parties agree to abide by the performance measures, Remedy Plan and Business Rules adopted in the Collaborative Process. Each party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from

- such state Commission order, and compliance with and implementation of any such order shall not represent voluntary agreement to pay liquidated damages nor a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the performance measures and remedy plan.
- 2.3 Any payment by SBC-MI pursuant to the Remedy Plan may be by either direct payment (such as a check) or by bill credit. If CLEC selects the direct payment option, CLEC shall submit the attached form. If CLEC does not submit the attached form, any payment shall be by bill credit.

## SBC – Michigan Performance Measurements Appendix CLEC Identification and Liquidated Damages Information Form

A complete and accurate CLEC Identification and Liquidated Damages Information Form is required to be submitted before any liquidated damages may be processed for the CLEC, in accordance with the SBC – Michigan Performance Measurement Appendix. Please refer to the Appendix and the SBC CLEC website for more information on Performance Measurements and the Performance Remedy Plan. Submission of this form neither proves nor guarantees that performance remedies are due to the CLEC.

### Activity

☐ New ☐ Change

### Identifying Information

CLEC Legal Name			
Name in which the CLEC does business			
Federal Tax ID			
ACNA Code		SPID Code (LNP Only)	
Liquidated Damages for (Company Name)			
Name (if different)			

### CLEC Information (Please provide the following payment information)

Check one of the following options:

☐ Bill Credit ☐ Check ☐ |

Complete the additional payment information below for **Check** only:

Payee Name			
Street Address (mail to)			
City / State / Zip Code			
Contact Name			
Contact Phone			

Fax or mail the completed form to the following location:

**Fax – (314) 957-2595**

**Mail: Long Distance Compliance, 13075 Manchester Road, Des Peres, Mo. 63131**

Implementation of liquidated damages calculations will begin in accordance with CLEC's Performance Measurement Appendix. The person signing this form represents and warrants that the information provided on this form is complete and accurate and that he/she is authorized by the CLEC identified on the form to provide such information. If Electronic Funds Transfer (EFT) is desired instead of a check, contact your SBC Account Manager to obtain the additional forms.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

## **APPENDIX-PRICING (WISCONSIN)**



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## APPENDIX PRICING (WISCONSIN)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC WISCONSIN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **SBC WISCONSIN** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC WISCONSIN will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

#### 1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC WISCONSIN and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

#### 1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Access Area:

Total Access Lines:

- |   |  |
|---|--|
| A | See: Tariff 20, Part 4, Section 2, Sheet 2 |
| B | See: Tariff 20, Part 4, Section 2, Sheet 2 |
| C | See: Tariff 20, Part 4, Section 2, Sheet 2 |

- 1.9 SBC WISCONSIN's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, SBC WISCONSIN may reject the order. In the

event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC WISCONSIN** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC WISCONSIN**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC WISCONSIN**'s current generic contract rate for the Product or Service set forth in **SBC WISCONSIN**'s applicable state-specific generic pricing schedule as published on **SBC WISCONSIN**'s CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **SBC WISCONSIN** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 **SBC WISCONSIN**'s provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **SBC WISCONSIN**'s right to charge and collect payment for such Products and/or Services.

## 1.10 Establishment of "TBD" Rates

- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC WISCONSIN** for that Product or Service and incorporated into **SBC WISCONSIN**'s current state-specific generic pricing schedule as published on **SBC WISCONSIN**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC WISCONSIN** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC WISCONSIN** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **SBC WISCONSIN** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 **SBC WISCONSIN**'s provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **SBC WISCONSIN**'s right to charge and collect payment for such Products and/or Services.

## 2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1)

- month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.
- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SBC WISCONSIN will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC WISCONSIN will round up to the next whole mile before determining the mileage and applying rates.

### 3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC WISCONSIN network, without any changes to SBC WISCONSIN's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to SBC WISCONSIN to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

### 4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

Line	WISCONSIN	USOC	SBC Recurring Monthly	SBC Non Recurring Initial	SBC Non Recurring Additional
1	<b>NETWORK ELEMENTS</b>				
2	<b>Loops</b>				
3	2-Wire Analog - Rural (Access Area C)	U2HXC	\$ 15.86	See NRC Prices Below	
4	2-Wire Analog - Suburban (Access Area B)	U2HXB	\$ 13.17	See NRC Prices Below	
5	2-Wire Analog - Metro (Access Area A)	U2HXA	\$ 11.53	See NRC Prices Below	
6	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	U2WXC	\$ 17.18	See NRC Prices Below	
7	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	U2WXB	\$ 14.28	See NRC Prices Below	
8	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	U2WXA	\$ 12.10	See NRC Prices Below	
9	2-Wire Ground Start, PBX - Rural (Access Area C)	U2JXC	\$ 17.18	See NRC Prices Below	
10	2-Wire Ground Start, PBX - Suburban (Access Area B)	U2JXB	\$ 14.28	See NRC Prices Below	
11	2-Wire Ground Start, PBX - Metro (Access Area A)	U2JXA	\$ 12.10	See NRC Prices Below	
12	2-Wire COPTS Coin - Rural (Access Area C)	U2CXC	\$ 17.57	See NRC Prices Below	
13	2-Wire COPTS Coin - Suburban (Access Area B)	U2CXB	\$ 14.64	See NRC Prices Below	
14	2-Wire COPTS Coin - Metro (Access Area A)	U2CXA	\$ 12.39	See NRC Prices Below	
15	2-Wire EKL - Rural (Access Area C)	U2KXC	\$ 21.01	See NRC Prices Below	
16	2-Wire EKL - Suburban (Access Area B)	U2KXB	\$ 17.83	See NRC Prices Below	
17	2-Wire EKL - Metro (Access Area A)	U2KXA	\$ 14.92	See NRC Prices Below	
18	Conditioning for dB Loss				
19	4-Wire Analog - Rural (Access Area C)	U4HXC	\$ 38.45	See NRC Prices Below	
20	4-Wire Analog - Suburban (Access Area B)	U4HXB	\$ 32.36	See NRC Prices Below	
21	4-Wire Analog - Metro (Access Area A)	U4HXA	\$ 27.21	See NRC Prices Below	
22	2-Wire Digital - Rural (Access Area C)	U2QXC	\$ 21.83	See NRC Prices Below	
23	2-Wire Digital - Suburban (Access Area B)	U2QXB	\$ 18.23	See NRC Prices Below	
24	2-Wire Digital - Metro (Access Area A)	U2QXA	\$ 15.39	See NRC Prices Below	
25	Service Coord. Fee per account, per CO		\$ 1.77		
26					
27	<b>DSL Capable Loops</b>				
28	2-Wire xDSL Loop				
29	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 13.17	See NRC Prices Below	
30	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 12.17	See NRC Prices Below	
31	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 11.69	See NRC Prices Below	
32					
33	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 13.17	See NRC Prices Below	
34	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 12.17	See NRC Prices Below	
35	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 11.69	See NRC Prices Below	
36					
37	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 13.17	See NRC Prices Below	
38	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 12.17	See NRC Prices Below	
39	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 11.69	See NRC Prices Below	
40					
41	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 13.17	See NRC Prices Below	
42	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 12.17	See NRC Prices Below	
43	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 11.69	See NRC Prices Below	
44					
45	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 13.17	See NRC Prices Below	
46	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 12.17	See NRC Prices Below	
47	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 11.69	See NRC Prices Below	
48					
49	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 13.17	See NRC Prices Below	
50	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 12.17	See NRC Prices Below	
51	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 11.69	See NRC Prices Below	
52	4-Wire xDSL Loop				
53	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$ 24.37	See NRC prices below	
54	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$ 22.26	See NRC prices below	
55	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$ 21.09	See NRC prices below	
56					
57	<b>IDSL Capable Loop</b>				
58	IDSL Loop Access Area C - Rural	UY5FC	\$ 21.83	See NRC Prices Below	
59	IDSL Loop Access Area B - Suburban	UY5FB	\$ 18.23	See NRC Prices Below	
60	IDSL Loop Access Area A - Metro	UY5FA	\$ 15.39	See NRC Prices Below	
61					
62	Loop Qualification Process				
63	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A
64	Loop Qualification Process - Manual	NRBXU	N/A	\$ 26.12	N/A
65	Loop Qualification Process - Detailed Manual	TBD	N/A	TBD	N/A
66					
67	DSL Conditioning Options - >12KFT and < 17.5KFT				
68	Removal of Repeater Options	NRBXV	N/A	\$ 149.01	N/A
69	Removal Bridged Tap Option	NRBXW	N/A	\$ 720.01	N/A
70	Removal of Load Coil	NRBZX	N/A	\$ 691.82	N/A
71	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
72	Removal of Repeater Options	NRBNL	N/A	\$ 145.82	N/A
73	Removal Bridged Tap Option	NRBNK	N/A	\$ 344.90	N/A
74	Removal of Load Coil	NRBNJ	N/A	\$ 582.38	N/A
75					

Line	WISCONSIN	USOC	SBC Recurring Monthly	SBC Non Recurring Initial	SBC Non Recurring Additional
76	<b>Loop Non-Recurring Charges</b>				
77	Bus Service Order - Establish	SEPUP		\$ 0.07	
78	Bus Service Order - Establish - Disconnect	NR9OE		\$ 0.04	
79	Bus Service Order - Add/Change	REAH9		\$ 0.07	
80	Bus Line Connection - Stand alone UNE loop	SEPUC		\$ 30.64	
81	Bus Line Connection - Stand alone UNE loop - Disconnect	NR9OG		\$ 3.86	
82	Bux Line Connection Add/Change	REAH5		\$ 30.64	
83	Bus Record Work Only	NR9UP		\$ 0.04	
84	Res Service Order - Establish	SEPUP		\$ 0.07	
85	Res Service Order - Establish - Disconnect	NR9OE		\$ 0.04	
86	Res Service Order - Add/Change	REAH9		\$ 0.07	
87	Res Line Connection	SEPUC		\$ 30.64	
88	Res Line Connection - Disconnect	NR9OG		\$ 3.86	
89	Res Line Connection Add/Change	REAH5		\$ 30.64	
90	Res Record Work Only	NR9UP		\$ 0.04	
91	DSO-Digital-Initial Per Occurrence-Disconnect	NKCQM		\$ 0.04	
92	DSO-Digital - Line Connection Charge - per Termination - Disconnect	NKCQN		\$ 3.86	
93					
94	<b>SUB-LOOPS</b>				
95	<b>ECS to SAI sub-loop</b>				
96	2 Wire Analog - area A	PENDING	\$ 1.28	See NRC prices below	
97	2 Wire Analog - area B	PENDING	\$ 1.20	See NRC prices below	
98	2 Wire Analog - area C	PENDING	\$ 1.16	See NRC prices below	
99	4 Wire Analog - area A	PENDING	\$ 2.55	See NRC prices below	
100	4 Wire Analog - area B	PENDING	\$ 2.37	See NRC prices below	
101	4 Wire Analog - area C	PENDING	\$ 2.29	See NRC prices below	
102	2 Wire DSL Compatible - area A	PENDING	\$ 1.28	See NRC prices below	
103	2 Wire DSL Compatible - area B	PENDING	\$ 1.20	See NRC prices below	
104	2 Wire DSL Compatible - area C	PENDING	\$ 1.16	See NRC prices below	
105	4 Wire DSL Compatible - area A	PENDING	\$ 2.55	See NRC prices below	
106	4 Wire DSL Compatible - area B	PENDING	\$ 2.37	See NRC prices below	
107	4 Wire DSL Compatible - area C	PENDING	\$ 2.29	See NRC prices below	
108	<b>ECS to Terminal sub-loop</b>				
109	2 Wire Analog - area A	PENDING	\$ 5.05	See NRC prices below	
110	2 Wire Analog - area B	PENDING	\$ 6.05	See NRC prices below	
111	2 Wire Analog - area C	PENDING	\$ 9.79	See NRC prices below	
112	4 Wire Analog - area A	PENDING	\$ 10.09	See NRC prices below	
113	4 Wire Analog - area B	PENDING	\$ 12.05	See NRC prices below	
114	4 Wire Analog - area C	PENDING	\$ 19.54	See NRC prices below	
115	2 Wire DSL Compatible - area A	PENDING	\$ 5.05	See NRC prices below	
116	2 Wire DSL Compatible - area B	PENDING	\$ 6.05	See NRC prices below	
117	2 Wire DSL Compatible - area C	PENDING	\$ 9.79	See NRC prices below	
118	4 Wire DSL Compatible - area A	PENDING	\$ 10.09	See NRC prices below	
119	4 Wire DSL Compatible - area B	PENDING	\$ 12.05	See NRC prices below	
120	4 Wire DSL Compatible - area C	PENDING	\$ 19.54	See NRC prices below	
121	<b>ECS to NID sub-loop</b>				
122	2 Wire Analog - area A	PENDING	\$ 5.80	See NRC prices below	
123	2 Wire Analog - area B	PENDING	\$ 6.81	See NRC prices below	
124	2 Wire Analog - area C	PENDING	\$ 10.62	See NRC prices below	
125	4 Wire Analog - area A	PENDING	\$ 11.56	See NRC prices below	
126	4 Wire Analog - area B	PENDING	\$ 13.56	See NRC prices below	
127	4 Wire Analog - area C	PENDING	\$ 21.22	See NRC prices below	
128	2 Wire DSL Compatible - area A	PENDING	\$ 5.80	See NRC prices below	
129	2 Wire DSL Compatible - area B	PENDING	\$ 6.81	See NRC prices below	
130	2 Wire DSL Compatible - area C	PENDING	\$ 10.62	See NRC prices below	
131	4 Wire DSL Compatible - area A	PENDING	\$ 11.56	See NRC prices below	
132	4 Wire DSL Compatible - area B	PENDING	\$ 13.56	See NRC prices below	
133	4 Wire DSL Compatible - area C	PENDING	\$ 21.22	See NRC prices below	
134	<b>SAI to Terminal sub-loop</b>				
135	2 Wire Analog - area A	PENDING	\$ 4.88	See NRC prices below	
136	2 Wire Analog - area B	PENDING	\$ 5.83	See NRC prices below	
137	2 Wire Analog - area C	PENDING	\$ 9.66	See NRC prices below	
138	4 Wire Analog - area A	PENDING	\$ 9.75	See NRC prices below	
139	4 Wire Analog - area B	PENDING	\$ 11.66	See NRC prices below	
140	4 Wire Analog - area C	PENDING	\$ 19.29	See NRC prices below	
141	2 Wire DSL Compatible - area A	PENDING	\$ 4.88	See NRC prices below	
142	2 Wire DSL Compatible - area B	PENDING	\$ 5.83	See NRC prices below	
143	2 Wire DSL Compatible - area C	PENDING	\$ 9.66	See NRC prices below	
144	4 Wire DSL Compatible - area A	PENDING	\$ 9.75	See NRC prices below	
145	4 Wire DSL Compatible - area B	PENDING	\$ 11.66	See NRC prices below	
146	4 Wire DSL Compatible - area C	PENDING	\$ 19.29	See NRC prices below	
147	<b>SAI to NID sub-loop</b>				
148	2 Wire Analog - area A	PENDING	\$ 5.61	See NRC prices below	
149	2 Wire Analog - area B	PENDING	\$ 6.61	See NRC prices below	
150	2 Wire Analog - area C	PENDING	\$ 10.49	See NRC prices below	
151	4 Wire Analog - area A	PENDING	\$ 11.22	See NRC prices below	
152	4 Wire Analog - area B	PENDING	\$ 13.16	See NRC prices below	
153	4 Wire Analog - area C	PENDING	\$ 20.97	See NRC prices below	



Line						
	WISCONSIN				SBC Recurring	SBC Non Recurring
			USOC		Monthly	Initial Additional
154		2 Wire DSL Compatible - area A	PENDING	\$	5.61	See NRC prices below
155		2 Wire DSL Compatible- area B	PENDING	\$	6.61	See NRC prices below
156		2 Wire DSL Compatible - area C	PENDING	\$	10.49	See NRC prices below
157		4 Wire DSL Compatible - area A	PENDING	\$	11.22	See NRC prices below

Line					SBC Recurring	SBC Non Recurring
	WISCONSIN			USOC	Monthly	Initial Additional
158		4 Wire DSL Compatible- area B	PENDING	\$	13.16	See NRC prices below
159		4 Wire DSL Compatible- area C	PENDING	\$	20.97	See NRC prices below
160		<b>Terminal to NID sub-loop</b>				
161		2 Wire Analog - area A	PENDING	\$	1.14	See NRC prices below
162		2 Wire Analog - area B	PENDING	\$	1.15	See NRC prices below
163		2 Wire Analog - area C	PENDING	\$	1.23	See NRC prices below
164		4 Wire Analog - area A	PENDING	\$	2.25	See NRC prices below
165		4 Wire Analog - area B	PENDING	\$	2.30	See NRC prices below
166		4 Wire Analog - area C	PENDING	\$	2.47	See NRC prices below
167		2 Wire DSL Compatible - area A	PENDING	\$	1.14	See NRC prices below
168		2 Wire DSL Compatible- area B	PENDING	\$	1.15	See NRC prices below
169		2 Wire DSL Compatible - area C	PENDING	\$	1.23	See NRC prices below
170		4 Wire DSL Compatible - area A	PENDING	\$	2.25	See NRC prices below
171		4 Wire DSL Compatible- area B	PENDING	\$	2.30	See NRC prices below
172		4 Wire DSL Compatible- area C	PENDING	\$	2.47	See NRC prices below
173		<b>NID sub-loop element</b>				
174		2 Wire Analog - area A	PENDING	TBD		See NRC prices below
175		2 Wire Analog - area B	PENDING	TBD		See NRC prices below
176		2 Wire Analog - area C	PENDING	TBD		See NRC prices below
177		4 Wire Analog - area A	PENDING	TBD		See NRC prices below
178		4 Wire Analog - area B	PENDING	TBD		See NRC prices below
179		4 Wire Analog - area C	PENDING	TBD		See NRC prices below
180		2 Wire DSL - area A	PENDING	TBD		See NRC prices below
181		2 Wire DSL - area B	PENDING	TBD		See NRC prices below
182		2 Wire DSL - area C	PENDING	TBD		See NRC prices below
183		4 Wire DSL - area A	PENDING	TBD		See NRC prices below
184		4 Wire DSL - area B	PENDING	TBD		See NRC prices below
185		4 Wire DSL - area C	PENDING	TBD		See NRC prices below
186		2 Wire ISDN Compatible - area A	PENDING	TBD		See NRC prices below
187		2 Wire ISDN Compatible - area B	PENDING	TBD		See NRC prices below
188		2 Wire ISDN Compatible - area C	PENDING	TBD		See NRC prices below
189		<b>Sub-Loop Non-Recurring Charges</b>				
190		2-Wire Analog Sub-Loop	PENDING		\$	137.70
191		2-Wire Analog Sub-Loop - Disconnect	PENDING		\$	52.99
192		4-Wire Analog Sub-Loop	PENDING		\$	138.64
193		4-Wire Analog Sub-Loop - Disconnect	PENDING		\$	52.99
194		2-Wire xDSL Digital Sub-Loop	PENDING		\$	148.38
195		2-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		\$	52.98
196		4-Wire xDSL Digital Sub-Loop	PENDING		\$	152.36
197		4-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		\$	53.24
198		2-Wire ISDN Digital Sub-Loop	PENDING		\$	176.96
199		2-Wire ISDN Digital Sub-Loop - Disconnect	PENDING		\$	52.98
200						
201		<b>Service Order Charge</b>				
202		Establish, per occasion	PENDING		\$	0.07
203		Establish, per occasion - Disconnect	PENDING		\$	0.04
204		Add or change, per occasion	PENDING		\$	0.07
205		Record Work Only	PENDING		\$	0.04
206		<b>Line Connection Charge</b>				
207		per occasion	PENDING		\$	30.64
208		per occasion - Disconnect	PENDING		\$	3.86
209						
210		<b>LST</b>				
211		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	NA	\$	160.08
212		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLB	NA	\$	141.25
213						
214		<b>LNP</b>				
215		Local Number Portability	NSR	\$0.00		
216						
217		<b>Cross Connects</b>				
218		2-Wire	CXCT2	\$	0.19	NA NA
219						
220		<b>Routine Modifications</b>				
221		Routine Modifications of Existing Facilities Charge	NA	NA	ICB	NA
222						
223		<b>Maintenance of Service Charge</b>	VRP	NA	\$	71.00 NA
224						
225						

Line	WISCONSIN	USOC	SBC Recurring Monthly	SBC Non Recurring Initial	Additional
226	<b>OTHER</b>				
227					
228	Directory Assistance				
229					
230	<b>Facility-based DA</b>				
231	Directory Assistance/National Directory Assistance/Reverse DA , per call	OPEN	\$ 0.35	NA	NA
232	Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	NA	NA
233					
234	Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00	
235	- per call	OPEN	\$ 0.025		
236					
237	Branding - Facility Based - Initial/Subsequent Load				
238	- Branding, per trunk group	OPEN	NA	\$ 800.00	NA
239					
240	Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00	NA
241	Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00	NA
242					
243					
244					
245					
246	DA Listings				
247	DA Listing License				
248	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
249	- per listing for initial load	OPEN	NA	\$ 0.040	NA
250	- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA
251	Option #2 Full File (all states inclusive) Billable Release				
252	- per listing for initial load	OPEN	NA	\$ 0.020	NA
253	- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA
254	- per usage/query	OPEN	NA	\$ 0.020	NA
255	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
256	- per listing for initial load	OPEN	NA	\$ 0.050	NA
257	- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA
258	Option #4 Pick & Choose (by state) Billable Release				
259	- per listing for initial load	OPEN	NA	\$ 0.020	NA
260	- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA
261	- per usage/query	OPEN	NA	\$ 0.020	NA
262					
263	Operator Services				
264	Fully Automated Call Processing, per occurrence	OPEN	\$ 0.15	NA	NA
265	Operator Assisted Call Processing, per work second	OPEN	\$ 0.02	NA	NA
266					
267	Branding - Other - Initial/Subsequent Load	OPEN		1,800.00	
268	- per call	OPEN	\$ 0.025		
269					
270	Branding - Facility Based - Initial/Subsequent Load				
271	- per trunk group	OPEN	NA	\$ 800.00	NA
272					
273	Operator Services - Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00	NA
274	Operator Services - Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00	NA
275					
276	Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03	NA	NA
277					
278	Structure Access - Poles & Ducts		Annually		
279	Per Pole attachment*	OPEN	\$ 3.03		
280	Per Foot of innerduct	OPEN	\$ 0.31		
281	Application fee	OPEN		\$ 200.00	
282					
283	Emergency Number Service Access				
284	911 Selective Router Interconnection				
	- Digital DS1 Interface		333.02	\$ 1,231.58	
285	-Each DSO installed	OPEN	NA	\$ 642.28	
286	-Analog Channel Interface	EVG9X	\$ 26.29	\$ 737.59	
287	ANI/ALI/SR and Database Management				
288	- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.75	\$ 642.78	
	-Access Routing File (CD-ROM)	OPEN	\$ 23.39		
289	911 Selective Router Switch Administration				
290	-Per Selective Router	OPEN	\$ 6.05	\$ 2,318.07	
291					
292	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each				
293	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
294					
295	<b>INTERCARRIER COMPENSATION</b>				
296	Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	USAGE	\$ 0.0007		
297					

Line					
	WISCONSIN		USOC	SBC Recurring Monthly	SBC Non Recurring Initial Additional
298					
299	<b>RESALE</b>			<b>RECURRING</b>	<b>NON-RECURRING</b>
300	<b>BUSINESS</b>				
301	<b>LOCAL EXCHANGE SERVICE</b>				
302	Business 1 Party	RESALE	17.50%	27.50%	
303	Business - Measured	RESALE	17.50%	27.50%	
304	Customer Operated Pay Telephone (COPT)	RESALE	17.50%	27.50%	
305					
306	<b>EXPANDED LOCAL CALLING</b>				
307	Extended Area Service	RESALE	20.00%	20.00%	
308					
309	<b>VERTICAL SERVICES</b>				
310	Anonymous Call Rejection	RESALE	25.00%	25.00%	
311	Repeat Dialing (Auto Redial)	RESALE	25.00%	25.00%	
312	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	25.00%	25.00%	
313	Call Blocker	RESALE	25.00%	25.00%	
314	Call Forwarding	RESALE	25.00%	25.00%	
315	Call Forwarding - Busy Line	RESALE	25.00%	25.00%	
316	Call Forwarding - Busy Line/Don't Answer	RESALE	25.00%	25.00%	
317	Call Forwarding - Don't Answer	RESALE	25.00%	25.00%	
318	Automatic CallBack (Call Return)	RESALE	25.00%	25.00%	
319	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	25.00%	25.00%	
320	Call Trace	RESALE	25.00%	25.00%	
321	Call Waiting	RESALE	25.00%	25.00%	
322	Caller ID WithName (Calling Name)	RESALE	25.00%	25.00%	
323	Caller ID (Calling Number)	RESALE	25.00%	25.00%	
324	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	25.00%	25.00%	
325	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	25.00%	25.00%	
326	Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%	0.00%	
327	Selective Call Forwarding	RESALE	0.00%	0.00%	
328	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	25.00%	25.00%	
329	Remote Call Forwarding-Per Feature	RESALE	25.00%	25.00%	
330	RCF, Interstate, Interexchange	RESALE	25.00%	25.00%	
331	RCF, Intrastate	RESALE	25.00%	25.00%	
332	RCF, Interstate, International	RESALE	25.00%	25.00%	
333	RCF, Intrastate, Interexchange	RESALE	25.00%	25.00%	
334	RCF to 800	RESALE	25.00%	25.00%	
335	RCF Additional	RESALE	25.00%	25.00%	
336	Speed Calling 8	RESALE	25.00%	25.00%	
337	Speed Calling 30	RESALE	25.00%	25.00%	
338	Three Way Calling	RESALE	25.00%	25.00%	
339	Call Screening	RESALE	25.00%	25.00%	
340	Busy Line Transfer	RESALE	25.00%	25.00%	
341	Alternate Answer	RESALE	25.00%	25.00%	
342	Message Waiting - Tone	RESALE	25.00%	25.00%	
343	Easy Call	RESALE	25.00%	25.00%	
344	Prime Number Service	RESALE	25.00%	25.00%	
345	SBC Wisconsin Privacy Manager	RESALE	25.00%	25.00%	
346	Name and Number Delivery Service	RESALE	25.00%	25.00%	
347					
348	<b>DID</b>				
349	DID	RESALE	15.00%	15.00%	
350					
351	<b>TRUNKS</b>				
352	Trunk	RESALE	17.50%	17.50%	
353					
354	<b>AIN</b>				
355	Area Wide Networking	RESALE	25.00%	25.00%	
356	SBC Wisconsin Switch Alternate Routing (ANSAR)	RESALE	25.00%	25.00%	
357	SBC Wisconsin Customer Location Alternate Routing (ACLAR)	RESALE	25.00%	25.00%	
358					
359	<b>OTHER</b>				
360	Grandfathered Services	RESALE	0.00%	0.00%	
361	Promotions (Greater than 90 days)	RESALE	25.00%	25.00%	
362	TouchTone (Business)	RESALE	25.00%	25.00%	
363	TouchTone (Trunk)	RESALE	25.00%	25.00%	
364	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%	
365	976 (976 Information Delivery Service)	RESALE	0%	0%	
366	Access Services (See Access Tariff)	RESALE	0%	0%	
367	Additional Directory Listings	RESALE	15.00%	15.00%	
368	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%	
369	Connection Services	RESALE	25.00%	25.00%	
370	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%	
371	Shared Tenant Service	RESALE	0%	0%	
372					
373	<b>Data Services</b>				
374	Gigabit Ethernet Metropolitan Area Network (GigaMAN )	RESALE	8.00%	8.00%	
375	PBX Trunks	RESALE	8.00%	8.00%	

Line					
	WISCONSIN		USOC	SBC Recurring Monthly	SBC Non Recurring Initial Additional
376		Mult-Service Optical Network (MON )	RESALE	8.00%	8.00%
377		OCn-PTP	RESALE	8.00%	8.00%
378		ADTS-E	RESALE	8.00%	8.00%
379		DS0	RESALE	8.00%	8.00%
380		DS1	RESALE	8.00%	8.00%
381		DS3	RESALE	8.00%	8.00%
382					
383		ISDN			
384		ISDN	RESALE	9.70%	9.70%
385					
386		<b>DIRECTORY ASSISTANCE SERVICES</b>			
387		Directory Assistance Services	RESALE	15.00%	15.00%
388		Local Operator Assistance Service	RESALE	15.00%	15.00%
389		Reverse Directory Assistance (RDA)	RESALE	\$1.25	NA
390					
391		TOLL			
392		TOLL	RESALE	25.00%	25.00%
393					
394		<b>OPTIONAL TOLL CALLING PLANS</b>			
395		Optional Toll Calling Plans	RESALE	25.00%	25.00%
396					
397		<b>CENTREX (PLEXAR)</b>			
398		SBC Wisconsin Centrex Service ACS	RESALE	25.00%	25.00%
399		SBC Wisconsin Centrex Network Manager	RESALE	0.00%	0.00%
400					
401		<b>PRIVATE LINE</b>			
402		Analog Private Lines	RESALE	8.00%	8.00%
403		Private Line Channel Services	RESALE	8.00%	8.00%
404					
405					
406					
407					
408		<b>RESIDENCE</b>			
409		LOCAL EXCHANGE SERVICE		<b>RESALE DISCOUNTS</b> RECURRING	NON-RECURRING
410		Life Line	RESALE	0.00%	0.00%
411		Residence 1 Party	RESALE	14.50%	25.00%
412		Residence Measured	RESALE	14.50%	25.00%
413					
414		<b>EXPANDED LOCAL CALLING</b>			
415		Extended Area Service	RESALE	17.50%	17.50%
416					
417		<b>VERTICAL SERVICES</b>			
418		Anonymous Call Rejection	RESALE	23.00%	23.00%
419		Repeat Dialing (Auto Redial)	RESALE	23.00%	23.00%
420		Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	23.00%	23.00%
421		Call Blocker	RESALE	23.00%	23.00%
422		Call Forwarding	RESALE	23.00%	23.00%
423		Call Forwarding - Busy Line	RESALE	23.00%	23.00%
424		Call Forwarding - Busy Line/Don't Answer	RESALE	23.00%	23.00%
425		Call Forwarding - Don't Answer	RESALE	23.00%	23.00%
426		Automatic Call-Back (Call Return)	RESALE	23.00%	23.00%
427		Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	23.00%	23.00%
428		Call Trace	RESALE	23.00%	23.00%
429		Call Waiting	RESALE	23.00%	23.00%
430		Caller ID with Name (Calling Name)	RESALE	23.00%	23.00%
431		Caller ID (Calling Number)	RESALE	23.00%	23.00%
432		Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	23.00%	23.00%
433		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	23.00%	23.00%
434		Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%
435		RCF, Interstate, Interexchange	RESALE	23.00%	23.00%
436		RCF, Intrastate	RESALE	23.00%	23.00%
437		RCF, Interstate, International	RESALE	23.00%	23.00%
438		RCF, Intrastate, Interexchange	RESALE	23.00%	23.00%
439		RCF to 800	RESALE	23.00%	23.00%
440		RCF Additional	RESALE	23.00%	23.00%
441		Selective Call Forwarding	RESALE	23.00%	23.00%
442		Speed Calling 8	RESALE	23.00%	23.00%
443		Three Way Calling	RESALE	23.00%	23.00%
444		Call Screening	RESALE	23.00%	23.00%
445		Busy Line Transfer	RESALE	23.00%	23.00%
446		Alternate Answer	RESALE	23.00%	23.00%
447		Message Waiting - Tone	RESALE	23.00%	23.00%
448		Easy Call	RESALE	23.00%	23.00%
449		SBC Wisconsin Privacy Manager	RESALE	23.00%	23.00%
450		Name and Number Delivery Service	RESALE	23.00%	23.00%
451					
452		ISDN			
453		ISDN	RESALE	9.70%	9.70%

Line						
	WISCONSIN			USOC	SBC Recurring Monthly	SBC Non Recurring Initial Additional
454						
455		DIRECTORY ASSISTANCE SERVICES				
456		Directory Assistance Services	RESALE	15.00%	15.00%	
457		Local Operator Assistance Service	RESALE	15.00%	15.00%	
458		Reverse Directory Assistance (RDA)	RESALE	\$1.25	NA	
459						
460		OTHER				
461		Grandfathered Services	RESALE	0.00%	0.00%	
462		Promotions (Greater than 90 Days)	RESALE	23.00%	23.00%	
463		TouchTone	RESALE	23.00%	23.00%	
464		Home Services Packages	RESALE	23.00%	23.00%	
465		900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%	
466		976 (976 Information Delivery Service)	RESALE	0%	0%	
467		Access Services (See Access Tariff)	RESALE	0%	0%	
468		Additional Directory Listings	RESALE	15.00%	15.00%	
469		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%	
470		Connection Services	RESALE	25.00%	25.00%	
471		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%	
472		Shared Tenant Service	RESALE	0%	0%	
473		Restoral of Service Charge			Tariff 20 Part 22 Section 2	
474						
475		TOLL				
476		Toll	RESALE	21.50%	21.50%	
477						
478		Electronic Billing Information Data (daily usage)	RESALE	\$0.00		
479		per message				
480						
481		Line Connection Charge				
482		Residence	RESALE		Tariff 20 Part 22 Section 2	
483		Business	RESALE		Tariff 20 Part 22 Section 2	
484						
485		Service Order/Service Request Charge				
486		Residence	RESALE		Tariff 20 Part 22 Section 2	
487		Business	RESALE		Tariff 20 Part 22 Section 2	
488						
489		Non-Electronic (Manual) Service Order Charge				
490		Residence	RESALE		Tariff 20 Part 22 Section 2	
491		Business	RESALE		Tariff 20 Part 22 Section 2	
492						
493		The IDLC conversion charge has been added to the unbundled loop rates, instead of being added as a separate line item,for administrative convenience. In the event the Commission orders a new unbundled loop rate, the \$0.16 IDLS conversion charge will be added to the new unbundled loop rates.				
494		The rate elements contained in this Resale Appendix and the more detailed rate elements on file with the applicable state commission in the Wisconsin Bell, Inc., Ameritech Tariff, P.S.C. of W. 20 represent the rates applicable to CLEC for the above-listed services. Ameritech Wisconsin reserves its rights to change tariffs filed with state commissions as is necessary from time to time as provided by Applicable Law.				

**SBC WISCONSIN**  
**PERFORMANCE REMEDY PLAN**  
**DESCRIPTION**

This Performance Remedy Plan sets forth the terms and conditions under which **SBC WISCONSIN** will report performance to CenturyTel FiberCompany II, LLC d/b/a Lightcore, a CenturyTel Company (CLEC) and compare that performance to **SBC WISCONSIN**'s own performance (parity), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

- 1.0 **SBC WISCONSIN** agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – **SBC WISCONSIN** Performance Measurement User Guide. **SBC WISCONSIN** will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. **SBC WISCONSIN** further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.
  - 1.1 **SBC WISCONSIN** will not levy a separate charge for provision of the data to CLEC called for under this document. 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 **SBC WISCONSIN** on or before the last day of the month for which data is sought, **SBC WISCONSIN** shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to **SBC WISCONSIN** after the last day of the month for which data is sought, **SBC WISCONSIN** shall provide the data to CLEC within 30 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 **SBC WISCONSIN** will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (**SBC WISCONSIN** retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and CLEC) or percentages, or the difference between two ratios for purposes of this document. **SBC WISCONSIN** agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for **SBC WISCONSIN** retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the **SBC WISCONSIN** retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to **SBC WISCONSIN**'s retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.
- 3.0 For purposes of this document, performance for the CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both **SBC WISCONSIN** and/or its affiliate (whichever is better, provided the number of affiliate data points are equal to or exceeds 30) and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

**Z-Test:**

**SBC WISCONSIN** will utilize the following formulae for determining parity using Z-Test:

*For Measurement results that are expressed as Averages or Means:*

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

Where:  $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$   
 $M_{\text{ILEC}} = \text{ILEC Average}$   
 $M_{\text{CLEC}} = \text{CLEC Average}$   
 $\sigma_{\text{DIFF}} = \text{SQRT} [ \sigma^2_{\text{ILEC}} (1 / n_{\text{CLEC}} + 1 / n_{\text{ILEC}}) ]$   
 $\sigma^2_{\text{ILEC}} = \text{Calculated variance for ILEC}$   
 $n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$   
 $n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$

*For Measurement results that are expressed as Percentages or Proportions:*

**Step 1:**

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

**Step 2:**

$$\sigma_{\text{PILEC-PCLEC}} = \text{SQRT} \{ [p(1-p) / n_{\text{ILEC}} + [p(1-p) / n_{\text{CLEC}}] \}$$

**Step 3:**

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

Where:  $n = \text{number of observations}$   
 $P = \text{Percentage or Proportion}$

*For Measurement results that are expressed as Rates or Ratios:*

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

Where:  $\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$   
 $R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$   
 $R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$   
 $\sigma_{\text{DIFF}} = \text{SQRT} \{ [ (\text{num}_{\text{CLEC}} + \text{num}_{\text{ILEC}}) \div (\text{denom}_{\text{CLEC}} + \text{denom}_{\text{ILEC}}) ] * (1 / \text{denom}_{\text{CLEC}} + 1 / \text{denom}_{\text{ILEC}}) \}$

#### 4.0 Qualifications to use Z-Test:

- 4.1 The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.
- 4.2 The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.
- 4.3 In calculating the difference between the performances, the formulas defined above apply 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.,  $M_{\text{ILEC}} - M_{\text{CLEC}}$ ,  $P_{\text{ILEC}} - P_{\text{CLEC}}$ ,  $R_{\text{ILEC}} - R_{\text{CLEC}}$ ).
- 4.4 For measurements where the performance delivered to the CLEC is compared to **SBC WISCONSIN** performance and for which the number of data points are 29 or less for either the CLEC or **SBC WISCONSIN**, **SBC WISCONSIN** will apply the following alternatives for compliance.



- 4.4.1 Alternative 1 (used only in the following situations: 1) for a measure where results for both the CLEC and **SBC WISCONSIN** Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

**SBC WISCONSIN** applies the Z-Test as described in section 3.0.

- 4.4.2 Alternative 2 (used in all situations except those defined above for Alternative 1):

For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

- (1) Choose a sufficiently large number T.
- (2) Pool and mix the CLEC and ILEC data sets.
- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set ( $n_{CLEC}$ ) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or  $n_{ILEC}$ ).
- (4) Compute and store the Z-test score ( $Z_S$ ) for this sample.
- (5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
- (6) Order the  $Z_S$  results computed and stored in step 4 from lowest to highest.
- (7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- (8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. ( $P = \text{rank} / T$ ).
- (9) Using a cumulative standard normal distribution table, find the value  $Z_A$  such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare  $Z_A$  with the Critical Z-value. If  $Z_A >$  the Critical Z-value, then the performance is non-compliant.

- 4.5 **SBC WISCONSIN** and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

## 5.0 Overview of Enforcement Structure

**SBC WISCONSIN** agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

- 5.1 **SBC WISCONSIN** will pay Liquidated Damages to the CLEC according to the terms set forth in this document.
- 5.2 Liquidated damages apply to Tier 1 measurements identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2.
- 5.3 Assessments are applicable to Tier 2 measures identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2, and are payable to the State Fund designated by the Commission.
- 5.4 **SBC WISCONSIN** will not be liable for the payment of Tier 1 damages until 10 days after receipt by **SBC WISCONSIN** of an executed (by CLEC) Interconnection Agreement amendment, terms of which have been agreed to by both CLEC and **SBC WISCONSIN**, referencing this plan; or if CLEC interconnects by tariff, 10 days after receipt by **SBC WISCONSIN** of the self-identification form posted on the CLEC OnLine website (<https://clec.sbc.com/clec>). Tier 1 damages will be accrued, but not paid, effective with the first full month of

- performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. SBC WISCONSIN will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and SBC WISCONSIN have signed.
- 5.5 SBC WISCONSIN will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Wisconsin. To the extent that there are one or more other remedy plans in effect that call for payments to be made to the State (as opposed to, or in addition to, payments to a CLEC or CLECs), SBC WISCONSIN will be liable only for the greater of payments to the State under that plan or the Tier 2 assessments payable under this plan.
- 5.6 In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (<https://clec.sbc.com/clec>). Otherwise, remedy payment will be made via bill credit.
- 6.0 Procedural Safeguards and Exclusions
- 6.1 SBC WISCONSIN agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, SBC WISCONSIN 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. SBC WISCONSIN and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2 SBC WISCONSIN’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. SBC WISCONSIN and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) SBC WISCONSIN’s payment of Tier 1 “liquidated damages” or Tier 2 “assessments” as evidence that SBC WISCONSIN 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. SBC WISCONSIN’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 SBC WISCONSIN’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 SBC WISCONSIN under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where SBC WISCONSIN 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 SBC WISCONSIN has met or continues to meet the requirements of section 271 of the Act.
- 6.3 SBC WISCONSIN shall not be liable for Tier 2 “assessments” under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission’s service quality rules relating to the same performance. This section does not limit the Commission’s ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.
- 6.4 Every six months, CLEC may participate with SBC WISCONSIN, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. 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. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement.

6.5 CLEC and **SBC WISCONSIN** 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 document. 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 **SBC WISCONSIN** will allow CLEC to have an independent audit conducted, at CLEC's expense, of **SBC WISCONSIN**'s performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by the CLEC, or if any new problem is identified, **SBC WISCONSIN** shall reimburse the CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per four calendar months under this section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify CLEC's audit rights under other provisions of this Agreement or any applicable Commission Order. **SBC WISCONSIN** agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.

6.6 **SBC WISCONSIN** agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Docket No. 6720-TI-160. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by **SBC WISCONSIN** and approved by the Commission will conduct these audits at **SBC WISCONSIN**'s expense.

## 7.0 Exclusions Limited

7.1 **SBC WISCONSIN** will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless **SBC WISCONSIN** prevails in a waiver of liability filed with the Commission seeking expedited resolution. **SBC WISCONSIN** bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. **SBC WISCONSIN** will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends **SBC WISCONSIN**'s ability to timely perform an activity subject to performance measurement, the applicable time frame in which **SBC WISCONSIN**'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, **SBC WISCONSIN** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with **SBC WISCONSIN** or under the Act or Wisconsin law or tariff. An example of a potential act or omission could include, inter alia, 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.

7.3 In any event where **SBC WISCONSIN** believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with **SBC WISCONSIN** or

- under the Act or Wisconsin law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, SBC WISCONSIN shall pay one-half of the Tier 1 remedies to the CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if SBC WISCONSIN prevails. If SBC WISCONSIN does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. SBC WISCONSIN shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. SBC WISCONSIN will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a CLEC.
- 7.4 SBC WISCONSIN and CLEC agree that a procedural annual threshold 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 Wisconsin interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by SBC WISCONSIN pursuant to any Wisconsin interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by SBC WISCONSIN, 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. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. CLEC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by SBC WISCONSIN under all SBC WISCONSIN interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all SBC WISCONSIN interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but SBC WISCONSIN has paid less than that amount due to the monthly threshold, SBC WISCONSIN shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold 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 threshold, SBC WISCONSIN shall be obligated to pay ONLY the actual calculated amount of damages and assessments.
- 7.5 Whenever SBC WISCONSIN Tier 1 payments to an individual CLEC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then SBC WISCONSIN may request a hearing before the Commission. Upon timely commencement of this proceeding, SBC WISCONSIN must pay one-half of the damages owed to the individual CLEC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, SBC WISCONSIN 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 threshold amount. SBC WISCONSIN's application will be processed in an expedited manner to the extent authorized by Wis. Stat. section 196.199. SBC WISCONSIN will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If SBC WISCONSIN reports non-compliant performance to the CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but SBC WISCONSIN has incurred no more than 4.2% of the monthly threshold amount 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 to the extent authorized by Wis. Stat. section 196.199 to request that SBC WISCONSIN should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding the CLEC will have the burden of proof

- to demonstrate why **SBC WISCONSIN** should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.
- 7.6 **SBC WISCONSIN**'s Tier 1 remedy liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due **SBC WISCONSIN** for services provided to the CLEC in the same month for which the remedy liability was incurred.
- 7.7 **SBC WISCONSIN** will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.
- 7.8 With respect to any interconnection agreement, **SBC WISCONSIN** or any CLEC may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.
- 8.0 Tier 1 Damages Payable to CLECs:
- 8.1 Tier 1 liquidated damages apply to measures designated in Appendix 2 as Remedied when **SBC WISCONSIN** delivers "non-compliant" performance as defined in Section 3 above.
- 8.2 Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which **SBC WISCONSIN** has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which **SBC WISCONSIN** met or exceeded the performance standard. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.
- 8.3 TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance **SBC WISCONSIN** provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

$RSM_{passed}$  = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison

$RSM_{total}$  = Total count of Remedied Sub-Measure results

- 8.4 Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the

individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.

- 8.5 For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:

- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for the CLEC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.

Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

- 8.6 Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a "proof of compliance" period for that individual metric. This process will require **SBC WISCONSIN** to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if **SBC WISCONSIN** was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, **SBC WISCONSIN** will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the "Month 1" liquidated damage amount.
- 8.7 During this "proof of compliance" period, **SBC WISCONSIN** will make liquidated damages payments *only* for those months during which the performance result for a specific sub-measure is determined to be "non-compliant" for a CLEC. This remedy payment amount will return to the lowest level of payment when **SBC WISCONSIN** provides "compliant" performance for the number of consecutive months identified in TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures where the payment amount is "Month One Amount". Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.
- 8.8 **SBC WISCONSIN** is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for **SBC WISCONSIN** to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. **SBC WISCONSIN** will provide notice, via the CLEC OnLine web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months' performance the measurements were restated for, and why the restatement was necessary.
- 8.9 In the event that performance measurement results need to be restated, **SBC WISCONSIN** will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.
- 8.10 If it is determined through restatement of performance results or other means that **SBC WISCONSIN** underpaid liquidated damages due a CLEC, or assessments due the State, **SBC WISCONSIN** will make

- additional payment/bill credit to the CLEC and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that **SBC WISCONSIN** overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC and/or assessments to the State will be offset by the amount of overage.
- 8.11 **SBC WISCONSIN** shall be able to apply any liquidated damages remedy payments due toward those charges that the CLEC owes **SBC WISCONSIN** for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.
- 8.12 If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix One for three consecutive months, **SBC WISCONSIN** will, at request of the CLEC, initiate a “gap closure” effort. For a measure to which a floor applies, “gap closure” can be initiated when performance is below the floor for two consecutive months. The “gap closure” effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to the CLEC requesting “gap closure” within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

**TABLE 1: Per Occurrence Liquidated Damage Amount Index Table**

Index Value (“IV”)	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
<b>Effective Beginning With The First Month’s Results Reported Under This Plan Through The Twelfth Month’s Results Reported Under This Plan</b>						
IV >= 92.0%	\$35	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$50	\$70	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$75	\$90	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
<b>Effective Beginning With The Thirteenth Month’s Results Reported Under This Plan Through The Twenty-Fourth Month’s Results Reported Under This Plan</b>						
IV >= 92.0%	\$30	\$55	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$40	\$65	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$80	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
<b>Effective Beginning With The Twenty-Fifth Month’s Results Reported Under This Plan</b>						
IV >= 92.0%	\$25	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$35	\$60	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$75	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900

**TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table**

Index Value (“IV”)	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
<b>Effective Beginning With The First Month’s Results Reported Under This Plan Through The Twelfth Month’s Results Reported Under This Plan</b>						
IV >= 92.0%	\$9,000	\$15,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$12,500	\$20,000	\$22,500	\$30,000	\$37,500	\$45,000

80.0% <= IV < 86.0%	\$15,000	\$25,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
<b>Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan</b>						
IV >= 92.0%	\$7,500	\$12,500	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$10,000	\$17,500	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
<b>Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan</b>						
IV >= 92.0%	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$7,500	\$15,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$15,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

**TABLE 3: Assessment Amounts For Tier 2 Measures**

Per Occurrence	\$200
Per Measure / Cap*	\$20,000

**TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures**

Consecutive Months Compliant Performance Before Subsequent Non- Compliant Month	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
	Three Months	Four Months	Five Months	Six Months or More
Per Occurrence and Per Measure/Cap				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

### 8.13 Example Application of "Step-Down" Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or the "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the "Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

## 9.0 Tier 2 Assessments to the State:



- 9.1 Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as "Remedied" when SBC WISCONSIN and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30) 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. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.
- 9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 3 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 3 as subject to a per measurement assessment, an assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.
- 10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:
- 10.1 If SBC WISCONSIN fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission 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 performance measurement listed in the User Guide for which results are not posted, but not to exceed \$5,000 per day past due.
- 10.2 If SBC WISCONSIN alters previously reported data for a CLEC, and after discussions with SBC WISCONSIN 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 SBC WISCONSIN performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, SBC WISCONSIN shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if SBC WISCONSIN performance through March is such that SBC WISCONSIN owes liquidated damages to CLECs for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). (In order to receive payment by check CLEC must complete the CLEC identification and liquidated damages Information Form located on the CLEC website.) For each day after the due date that SBC WISCONSIN fails to pay the required amount, SBC WISCONSIN 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 State Fund designated by the Commission for a past due assessment.
- 10.4 SBC WISCONSIN may not withhold payment of liquidated damages to a CLEC unless SBC WISCONSIN has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by a CLEC as more fully described in Section 7.2 and 7.3.
- 10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and SBC WISCONSIN.

10.6 The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

#### 11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

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

##### 11.1 Calculating Tier 1 Liquidated Damages

###### 11.1.1 Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-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 sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

###### 11.1.2 Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-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 sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.
- Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

###### 11.1.3 Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-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 sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for the CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

##### 11.2 Calculating Tier 2 Assessments

11.2.1 Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. 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 **SBC WISCONSIN** 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.

11.2.2 Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3 Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.
- 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 of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4 Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for the CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.

Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

The parties will propose as part of the PM six-month review collaborative that section 12 be moved to Appendix 1 – SBC WISCONSIN Performance Measurement User Guide as an attachment so that it can be updated through the six-month review process as needed.

## 12.0 Advanced and Nascent Services:

12.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, SBC WISCONSIN will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the “Qualifying Measurements”). Such increased 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:

12.2 The following are the qualifying sub-measures (if within a qualifying measurement):

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

12.3 The Qualifying Measurements are as follows:

### Provisioning Measurements:

- PMs 29, 45, 58 – Percent SBC WISCONSIN 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 SBC WISCONSIN Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL
- PM 1.1 – 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 37.1, 54.1, 65.1 – Trouble Report Rate

12.4 The increased voluntary payments referenced in section 12.1 will be made only if SBC WISCONSIN fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

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

12.5 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where SBC WISCONSIN has failed to provide parity or benchmark performance for 3 consecutive months. If SBC WISCONSIN fails to provide parity or benchmark

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

12.6 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 increased voluntary payments will be made to the State Fund designated by the Commission. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then SBC WISCONSIN shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7 Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.

13.0 The following documents are incorporated herein by reference:

Appendix 1: SBC WISCONSIN Performance Measurement User Guide (a document available from CLEC Account Managers or found on the SBC WISCONSIN Performance Measurement website)

Appendix 2: Performance Measures Subject to Tier 1 and Tier 2 Damages

Appendix 3: Measurements Subject to Per Occurrence Damages or Assessments With a Cap and Measurements Subject to Per Measure Damages or Assessments

In the event of any inconsistency between Appendices 1, 2 and/or 3 and this performance remedy plan, this performance remedy plan shall supercede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

The parties will propose as part of the PM six-month review collaborative that Appendix 2 and Appendix 3 be moved to attachments to Appendix 1 – SBC WISCONSIN Performance Measurement User Guide so that they can be updated through the six-month review process as needed.

**ATTACHMENT A****Minimum Levels of Service:**

The following table represents “Maximum level of service (Ceilings)” and “Minimum level of service (Floors)” for each respective measure/sub-measure. Without regard to parity, SBC Wisconsin will not pay remedies to a CLEC if the result for that CLEC meets or exceeds the ceilings and SBC Wisconsin will pay remedies to a CLEC if the result for that CLEC does not meet the floor. Parity applies when the result for that CLEC falls between the ceiling and the floor.

Measure #:	Measure:	Sub-measure:	Ceiling:	Floor:
PM #12	Mechanized Provisioning Accuracy	Each	≥ 97%	< 90%
PM #27	Mean Installation Interval	POTS-Res/Bus-NFW UNE-P-Res/Bus-NFW CIA- Centrex NFW	1 day or less on NFW	> 5 Business Days
PM #27	Mean Installation Interval	POTS-Res/Bus FW, UNE-P- Res/Bus FW and CIA Centrex FW	2 days or less on FW	> 5 Business Days
PM #28	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #30	Percent Ameritech Caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #35	Percent of Trouble Reports within 30 Days of Installation	Each	≤ 4%	> 20%
PM #37.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #38	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #39	Receipt To Clear Duration	OS	≤ 8 hours	> 30 hours
PM #39	Receipt To Clear Duration	AS	≤ 8 hours	> 60 hours
PM #40	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #41	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%
PM #55	Average Installation Interval	Analog (1-10), Digital (1-10), DS1 including PRI, Dedicated Transport DS1 (1-10), Dedicated Transport DS3 (1-10)	≤ 2 days	> 5 Business Days
PM #55	Average Installation Interval	Analog (11-20)	≤ 2 days	> 10 Business Days
PM #55	Average Installation Interval	Analog (20+)	≤ 2 days	> 15 Business Days
PM #56	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #59	Percent of Trouble Reports within X Days of Installation	Each	≤ 4%	> 20%
PM #60	Percent Ameritech caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #65.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #66	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #67	Mean Time To Restore	All except for Dedicated Transport & DS1 Loop	≤ 8 hours	> 36 hours
PM #67	Mean Time To Restore	Dedicated Transport & DS1 Loop	≤ 4 hours	> 10 hours
PM #68	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #69	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%