

**EXHIBIT VIII
IDENTIFICATION OF UTILITY LIAISON SUPERVISOR
(KANSAS)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

The Utility Liaison Supervisor for Kansas is named below. Notices to the Utility Liaison Supervisor should be addressed as follow:

Title: Structure Access Manager

Firm: SBC KANSAS

Address: 5305 E 71st

City/State/Zip: Tulsa, OK 74136

Telephone Number: (918) 596-6873



FIRM'S NAME: _____

AGREEMENT NO: _____

APPLICATION NO: _____

TYPE: _____

Wire Center _____

(CATV, Telecom, Other)

Item #	Record #	Pole #	Ownership SWBT or Power	Street Address	Proposed Attachment Height	Guy Req'd Y or N	Make Ready Work Y or N	Make Ready Description	Pole Mntd Apparatus Height
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
TOTAL									

Number of Cables _____
 Weight/per ft. and Size/ O.D. _____
 Number and Types of Strands _____

Other Notes: _____

SIGNED: _____ **DATE:** _____
 SWBT's Representative **TIME:** _____

SIGNED: _____ **DATE:** _____
 Applicant's Representative **TIME:** _____

☐ Official File Copy, If Checked in Red



Southwestern Bell Telephone

Retention Period: Active, plus 5 years

Access Application and Make Ready Authorization

(Request for Access to Poles, Ducts, Conduit)

Name of Applicant _____
 Agreement No. _____
 Application No. _____

Assignment/Access/Occupancy

As specified in the attached documents, and in accordance with the terms and conditions of the Master Agreement between SWBT and Applicant; application is hereby made for occupancy of space through a nonexclusive license of communication facilities to access the quantity of SWBT facilities indicated below:

SWBT Poles

Feet SWBT Whole Duct

Feet SWBT Innerduct

Applicant authorizes SWBT to perform the required pre-licensing survey including any field inspections required to evaluate capacity, safety, reliability, and engineering standards; and to determine the cost, if any, of required modifications or make-ready work.

Effective Date _____ Assignment Expiration Date _____

Applicant's Estimated Construction Start Date: _____

Applicant's Estimated Construction Completion Date: _____

Authorized by Applicant: _____

Date: _____ Signature _____ Title _____

Make-Ready Work

Estimated Costs	Hours	Rate	Total
Constr. Labor	X	\$	\$
Material	xxx	X	\$
Engr. Design	X	\$	\$
TOTAL			\$

Estimated SWBT Completion Date _____

☐ No Make-Ready Work Required.

☐ Make-Ready Work will be completed by applicant's authorized contractor.

☐ I authorize SWBT to complete the required make-ready work. Costs will be based upon actual costs incurred by SWBT.

Date _____

Applicant's Signature _____ Title _____

LICENSE NO. _____ Authorized by SWBT: _____

DATE: _____ Signature _____ Title _____

☐ Official File Copy, If Checked in Red

SW-9434



Southwestern Bell Telephone

Retention Period: Active, Plus 5 Years

PRE-OCCUPANCY CONDUIT SURVEY

FIRM'S NAME: _____

AGREEMENT NO: _____

APPLICATION NO: _____

Wire Center _____

TYPE: _____

(CATV, Telecom, Other)

Item #	Oper. #	Record #	Manhole #	Street Address	Distance to Next Manhole (Ctr to Ctr)	Proposed Duct or Innerduct	Make Ready Work Y or N	Make Ready Description
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
TOTAL					0			

Number of Cables _____

Size of Cable (O.D. Inches) _____

Splice Information Manhole # _____

Splice Information Manhole # _____

Slack Loop Information Manhole # _____

Slack Loop Information Manhole # _____

Details _____

Details _____

Details _____

Details _____

SIGNED: _____

SWBT's Representative

DATE: _____

TIME: _____

SIGNED: _____

Applicant's Representative

DATE: _____

TIME: _____

☐ Official File Copy, If Checked in Red

SW-9435

**NOTIFICATION OF SURRENDER OR MODIFICATION
OF POLE ATTACHMENT LICENSE BY LICENSEE**

Page _____ of _____

Southwestern Bell Telephone Company:

In accordance with the terms and conditions of the Licensee Agreement between us, dated _____, _____ notice is hereby given that the licenses covering attachments to the following poles and/or anchors and/or utilization of anchor/guy strand is surrendered (or modified as indicated in Licensee's prior notification to Licensor, dated _____, _____) effective _____.

	POLE NO.	ANCHOR A/GS (ASSOC. POLE. NO.)	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Date Notification Received: _____
Date Modification Accepted: _____
By: _____
Discontinued:
Poles: _____
Anchors: _____
Anchor/Guy Strands: _____

_____	Name of Licensee
By: _____	
Title: _____	



NOTIFICATION OF SURRENDER OR MODIFICATION OF CONDUIT OCCUPANCY LICENSE BY APPLICANT

License Agreement #: _____

(Applicant)

(Address)

In accordance with the terms and conditions of the Licensing Agreement between us, dated _____, _____ notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (or modified as indicated in Applicant's prior notification to SWBT, dated _____, _____) effective _____.

	CONDUIT LOCATION	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC./TAGS RMVD. OR MODIFIED
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

S W B T	Date Notification Received: _____
	Date Modification Accepted: _____
	By: _____
	Discontinued: _____
Total Duct Footage: _____	

(Applicant)

By: _____

(Name of Authorized Agent)

Title: _____

(Title of Authorized Agent)

☐ Official File Copy If Checked in Red

SW-9436B
(Rev. 6-96)



**Southwestern Bell
Telephone**

NOTIFICATION OF UNAUTHORIZED ATTACHMENTS BY APPLICANT

Applicant Name: _____

In accordance with the terms and conditions of the Licensee Agreement between us, dated _____, _____ notice is hereby given that the license covering attachments to the following is unauthorized (as indicated in Applicant's prior lease agreement to SWBT, dated _____, _____) effective _____.

Southwestern Bell Telephone

By: _____

Title: _____

	POLE NO. OR CONDUIT #	LOCATION (ASSOC. POLE NO.) MANHOLES Involved	LIC. NO. & DATE	UNAUTHORIZED ATTACHMENT	DATE FAC. RMVD. OR MODIFIED
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

**SKETCH OF
UNAUTHORIZED
ATTACHMENTS
ATTACHED ☐**

Date Notification Sent: _____

Name of Applicant

By: _____

Title: _____

ATTACHMENT 14: PERMANENT NUMBER PORTABILITY

1.0 PROVISION OF LOCAL NUMBER PORTABILITY

- 1.1 SBC KANSAS and CLEC shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act.

2.0 LOCATION ROUTING NUMBER - PERMANENT NUMBER PORTABILITY (LRN-PNP)

- 2.1 SBC KANSAS and CLEC shall work to implement the LRN-PNP solution in accordance with the relevant FCC rulings and NANC (North American Numbering Council) guidelines.
- 2.2 Requirements for LRN-PNP
- 2.2.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.
- 2.2.2 LRN-PNP employs an "N-1" Query Methodology.
- 2.2.2.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier who will perform a query to an external routing database and efficiently route the call to the appropriate terminating local carrier either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other is the designated toll carrier, the originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.
- 2.2.2.2 For a local call to a ported number, the originating carrier is the "N-1" carrier. It will perform an external database query and pass the call to the appropriate terminating carrier.
- 2.2.3 For local calls to an NXX in which at least one number has been ported via LRN-PNP at the request of a CLEC, the Party originating the call shall be responsible to query an LRN-PNP database or to pay for another Party to query this database as soon as the call reaches the first LRN-PNP-capable switch in the call path. The Party originating the call shall query on a local call to an NXX in which at least one number has been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP at the request of a CLEC, SBC KANSAS may query all calls directed to that NXX, subject to the billing provisions of Section 4.1, and provided that SBC KANSAS' queries shall not adversely affect the quality of service to CLEC's customers or end-users as compared to the service SBC KANSAS provides its own customers and end-users.
- 2.2.4 A Party shall be charged for an LRN-PNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LRN-PNP query but failed to do so. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the N-1 carrier for queries initiated before the first number is ported in an NXX.
- 2.2.5 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the Initial Address Message.
- 2.3 SMS Administration
- SBC KANSAS and CLEC shall cooperate to facilitate the expeditious deployment of LRN-PNP based LNP through the process prescribed in the documents referenced in Section 2.1 of this Attachment including, but not limited to development of SMS, as well as SMS testing for effective procedures, electronic system interfaces, and overall readiness for use consistent with that specified for Provisioning in this Agreement.

2.4 Ordering

- 2.4.1 Porting of numbers with PNP will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations.
- 2.4.2 Both Parties agree to provide a Firm Order Confirmation (FOC) within Industry defined time frames when an LSR is sent to one Party by the other Party
- 2.4.3 For the purposes of this Attachment, the parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects ("projects"), the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

3.0 REQUIREMENTS FOR PNP

3.1 Cut-Over Process

- 3.1.1 SBC KANSAS and CLEC shall cooperate in the process of porting numbers to minimize ported subscriber out-of-service time. For cutover to LRN-PNP, both SBC KANSAS and CLEC agree to update their switch translations, where necessary, after notification that physical cut-over has been completed (or initiated), as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.
- 3.1.2 SBC KANSAS and CLEC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. SBC KANSAS and CLEC will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within 15 minutes after receipt of a download from the NPAC SMS (the current North American Numbering Council goal for such updating).
- 3.1.3 If a Party, by its own error, disconnects the end user, that Party may not assess fees on the other Party or assess a charge to the end user to reconnect service.
- 3.1.4 At the time of porting a number via LRN-PNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.
- 3.1.5 The Parties will remove (as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.) a ported number from the end office from which the number is being ported, as coordinated by the Parties' respective technicians. The 59 minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis, unless the unconditional PNP (10-digit) trigger is set. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, SBC KANSAS and CLEC agree that a 30 minute interval is a goal towards which both companies will work, however both CLEC and SBC KANSAS recognize that there will be instances where the interval may be up to 59 minutes. If the unconditional PNP trigger is set, the ported number must be removed at the same time that the unconditional PNP trigger is removed.
- 3.1.6 The Party from whom a number is porting will set the 10-digit trigger at the other Party's request, either on an individual customer basis or for all customers, at the option of the requesting Party.

3.2 Obligations of Parties

- 3.2.1 When CLEC requests that an NXX in an LRN capable SBC KANSAS switch become portable, the Parties shall follow the industry standard LERG procedure.
- 3.2.2 The Parties shall adhere to SBC KANSAS Local Service Request (LSR) format and PNP due date intervals.
- 3.3 If Integrated Services Digital Network User Part (ISUP) signaling is used, both parties shall provide, if technically feasible, the Jurisdiction Information Parameter (JIP) in the SS7 Initial Address Message (IAM).

(See Generic Switching and Signaling Requirements for Number Portability, Issue 1.0, February 12, 1996 [Editor – Lucent Technologies, Inc.]

3.4 Limitations of Service

3.4.1 Neither Party shall be required to provide number portability for excluded numbers defined by FCC orders, as updated from time to time, e.g., 500 NPAs, 900 NPAs, 950 and 976 NXX number services, OCS NXXs (i.e., numbers used internally by either Party for its business purposes), and others as excluded by FCC rulings issued from time to time) under this Agreement. The term "Official Communications Service (OCS)" means the internal telephone numbers used by SBC KANSAS or CLEC.

3.4.2 Telephone numbers can be ported as a basic network offering only within SBC KANSAS rate centers as approved by the State Commission. "Porting within rate centers" refers to the physical location of the end user. If the end user changes his physical location from one rate center to another, he may not retain his telephone number (which indicates the old rate center) as a basic network (non FX) offering. An end user may retain his phone number assignment when moving from one rate center to another by receiving tariffed FX service from his new service provider or by the use of a Tariffed "Remote Call Forwarding" offering from his new service provider. The term "FX" in this attachment refers to number assignments and moves outside of rate centers, and is different from the term "FX" in the Compensation attachment which refers number assignments and moves outside of a mandatory local calling area.

3.5 Mass Calling

3.5.1 Both SBC KANSAS and CLEC are required to offer number portability of telephone numbers with "choke" (i.e., mass calling) NXXs in a manner that complies with the FCC's criteria.

3.5.2 SBC KANSAS will provide mass calling code portability using a non-LRN solution as specified below.

3.5.3 Service Provided

3.5.3.1 SBC KANSAS will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the SBC KANSAS mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the SBC KANSAS mass calling tandem mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the SBC KANSAS choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

3.5.3.2 When a CLEC requests that a SBC KANSAS number with a mass calling NXX code be ported to its network, SBC KANSAS will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.

3.5.3.3 SBC KANSAS will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, SBC KANSAS shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

3.5.4 Obligations of CLEC

3.5.4.1 CLEC shall agree to adhere to SBC KANSAS LSR format and mass calling due date intervals.

3.5.4.2 The CLEC shall provide the facility and DID trunk group from the SBC KANSAS CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.

3.5.4.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

3.5.5 CLEC Mass Calling Codes

3.5.5.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a SBC KANSAS mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from SBC

KANSAS tandem and/or mass calling hub to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide SBC KANSAS notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.

- 3.5.5.2 MF and SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where SBC KANSAS and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

3.6 Intentionally Left Blank

3.7 Porting of DID Block Numbers

- 3.7.1 SBC KANSAS and CLEC shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.

- 3.7.2 SBC KANSAS and CLEC shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs; provided that the parties agree that nothing herein shall be deemed a waiver or estoppel of CLEC's positions that: (1) SBC KANSAS should permit customers who port a portion of a DID block to retain DID service on the remaining portion of the DID block; and (2) that SBC KANSAS should offer customers who port a portion of a DID block a discount that is proportional to the amount of the DID block that has been ported, nor shall CLEC be prejudiced in any present or future proceedings from asserting said positions.

4.0 PRICING

- 4.1 The Parties agree that FCC approved rates for Service Provider Number Portability (SPNP) are found in FCC No. 73 Access Services Tariff – Section 34. These rates define terms under which SPNP Query Service, SPNP Query Service-Database, and Basic SPNP Service are offered.
- 4.2 When a CLEC orders Coordinated Hot Cut (CHC) service, SBC KANSAS shall charge and the CLEC agrees to pay for service at the "additional time and material" rates set forth in Appendix Pricing, Schedule of Prices.
 - 4.2.1 Coordinated Hot Cut (CHC) is an option service that permits the CLEC to request SBC KANSAS to hold translations in the donor switch until the CLEC gives verbal instruction to implement the porting.
- 4.3 Reference CHC Attachment 29 for additional information.

ATTACHMENT 15: E911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

This Attachment 15: E911 sets forth the terms and conditions under which SBC KANSAS will provide the connection between CLEC's local switch and E911 Universal Emergency Number Service.

1.0 DEFINITIONS

As used herein and for the purposes of this Attachment the following terms will have the meanings set forth below:

- 1.1 "911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.
- 1.2 "Automatic Location Identification" or "ALI" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 1.3 "Automatic Number Identification" (ANI) or "Calling Party Number" (CPN) allows for identification of the telephone number that originates a call. In some instances, the station number of the calling party is not identified using ANI or CPN, in these instances the Calling Party will be identified by using a billing telephone number.
- 1.4 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the end user. The Company Identifier is maintained by NENA in a nationally accessible database.
- 1.5 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 1.6 "E911 Customer" - A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire service through the use of one telephone number, 911.
- 1.7 "E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 1.8 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 1.9 "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).
- 1.10 "National Emergency Number Association" or "NENA" means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set

standards, and provide certification programs, legislative representation, and technical assistance for implementing and managing 911 systems.

- 1.11 "Public Safety Answering Point (PSAP)" - An answering location for 911 calls originating in a given area. The E911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 1.12 "Selective Routing" and "Selective Router" or "SR" means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.
- 1.13 "ALI Database" - A database which stores information associated with end user customers' telephone numbers.
- 1.14 "Centralized Automatic Message Accounting (CAMA) Trunk" - A trunk capable of transmitting Automatic Number Identification associated with E911 customer calls from a switch to the E911 Network.

2.0 SBC KANSAS RESPONSIBILITIES

- 2.1 SBC KANSAS will provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when SBC KANSAS is the 911 Service Provider. SBC KANSAS shall provide 911 Service to CLEC as described in this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and SBC KANSAS is the 911 Service Provider. This shall include the following:
 - 2.2 Call Routing
 - 2.2.1 SBC KANSAS will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
 - 2.2.2 SBC KANSAS will forward the calling party number (ANI) it receives from CLEC and the associated 911 Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, SBC KANSAS will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, SBC KANSAS will report this "No Record Found" condition to the CLEC in accordance with NENA standards.
- 2.3 Facilities and Trunking
 - 2.3.1 SBC KANSAS shall provide and maintain sufficient dedicated E911 trunks from the SBC KANSAS SR to the PSAP of the E911 Customer, according to provisions of the Kansas Corporation Commission, and documented specifications of the E911 Customer.
 - 2.3.2 SBC KANSAS will provide facilities to interconnect the CLEC, as specified in the State Access Tariff. CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities.
 - 2.3.3 Upon written request by CLEC, SBC KANSAS shall, in a timely fashion and at no charge, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
 - 2.3.4 SBC KANSAS and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the SBC KANSAS SR(s) in accordance with industry standards.

2.4 Database

- 2.4.1 Where SBC KANSAS manages the E911 database, SBC KANSAS shall store the CLEC's end user 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's end users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing end user 911 Records and updating this information.
- 2.4.2 SBC KANSAS shall coordinate access to the SBC KANSAS E911 DBMS for the initial loading and updating of CLEC end user 911 Records.
- 2.4.3 SBC KANSAS ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 2.4.4 SBC KANSAS will update CLEC's end user 911 Records in the E911 DBMS, at no charge to CLEC, if CLEC uses SBC's E911 Gateway to maintain the CLEC's end user records. SBC KANSAS will then provide CLEC an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the CLEC.
- 2.4.5 Where SBC KANSAS manages the DBMS, SBC KANSAS shall provide the CLEC with a file containing the Master Street Address Guide (MSAG) for the CLEC's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where CLEC is authorized to do business as a local exchange service provider.
- 2.4.6 Where SBC KANSAS manages the DBMS, SBC KANSAS shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

3.0 CLEC RESPONSIBILITIES

3.1 Call Routing

- 3.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the SBC KANSAS SR office of the E911 system, where SBC KANSAS is the 911 Service Provider.
- 3.1.2 CLEC will forward the ANI information of the party calling 911 to the SBC KANSAS 911 Selective Router.

3.2 Facilities and Trunking

- 3.2.1 CLEC shall provide interconnection at each appropriate SBC KANSAS 911 Selective Router that serves each exchange area in which CLEC is authorized to and will provide telephone exchange service.
- 3.2.2 CLEC acknowledges that its end users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its end users to the proper E911 SR.
- 3.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls to each SBC KANSAS 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 3.2.4 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the SBC KANSAS SR.
- 3.2.5 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated SBC KANSAS 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.

- 3.2.6 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch (es) to the SBC KANSAS 911 SR.
- 3.2.7 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
- 3.2.8 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from SBC KANSAS.
- 3.2.9 CLEC will cooperate with SBC KANSAS to promptly test all 911 trunks and facilities between CLEC's network and the SBC KANSAS 911 Selective Router(s), in accordance with industry standards, to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
- 3.2.10 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (for example, collocation). SBC KANSAS will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising SBC KANSAS of the circuit identification and the fact that the circuit is a 911 circuit when notifying SBC KANSAS of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC KANSAS will refer network trouble to CLEC if no defect is found in SBC KANSAS' 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

3.3 Database

- 3.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's end user 911 Records to SBC KANSAS for inclusion in SBC KANSAS' DBMS on a timely basis. SBC KANSAS and CLEC shall arrange for the automated input and periodic updating of CLEC's end user 911 Records.
- 3.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's end user 911 Records that are MSAG-valid in electronic format based upon established NENA standards.
- 3.3.3 CLEC shall adopt use of a Company ID on all CLEC end user 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 3.3.4 CLEC is responsible for providing SBC KANSAS updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the SBC KANSAS 911 DBMS.
- 3.3.5 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

3.4 Other

- 3.4.1 CLEC is responsible for collecting from its retail end users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or retail end users by any municipality or other governmental entity within whose boundaries the CLEC provides local exchange service.

4.0 INTENTIONALLY LEFT BLANK

5.0 RESPONSIBILITIES OF BOTH PARTIES

- 5.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from CLEC to the designated SBC KANSAS 911 Selective Router(s).

6.0 METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, and (iii) the principles expressed in the recommended standards published by NENA.

7.0 CONTINGENCY

- 7.1 The terms and conditions of this Attachment represent a negotiated plan for providing E911 Service.
- 7.2 The Parties agree that the E911 service is provided for the use of the E911 customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SBC KANSAS and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to SBC KANSAS not later than forty-five (45) days prior to the date CLEC intends to pass live traffic to serve a particular rate center in which CLEC is authorized to provide local telephone exchange service. SBC KANSAS shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than fifteen (15) days after receipt of Exhibit I from CLEC.
- 7.3 CLEC must obtain documentation of approval of the completed Exhibit I to the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's retail end users are located. CLEC shall provide documentation of all requisite approval(s) to SBC KANSAS prior to use of CLEC's E911 connection for actual emergency calls.
- 7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Attachment when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of trunks. CLEC must obtain approval from the applicable E911 customer(s) of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.
- 7.5 The Parties designate the following representatives who shall have the authority to execute additional Exhibits 1 to this Attachment when necessary to accommodate expansion of CLEC's geographic area into the jurisdiction of additional PSAPs or to increase the number of 911 trunks:

SBC KANSAS representative:

911 Account Manager
4 SBC Plaza, 21st Flr
311 S. Akard St.
Dallas, TX 75202-5398

CLEC representative:

CLEC Contact
CLEC
Address
City, State ZIP
Telephone Number

8.0 BASIS OF COMPENSATION

- 8.1 Compensation to SBC KANSAS for provision of connection to E911 service provided hereunder will be based upon the charges set forth in Exhibit II, Basis Of Compensation, and applied as specified in Exhibit I.
- 8.2 Charges will begin on the date connection to E911 service commences.

9.0 MONTHLY BILLING

- 9.1 SBC KANSAS will render to CLEC monthly statements in advance, showing the amounts determined as provided in Section 8.0 above. Payment will be made in accordance with the General Terms and Conditions of this Agreement, including Section 3: Assurance of Payment, Section 9: Payment of Rates and Charges, Section: 13: Dispute Resolution and the provisions governing resolution of billing disputes.

10. LIABILITY

- 10.1 SBC KANSAS liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. SBC KANSAS shall not be liable to CLEC, its end users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC KANSAS has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.
- 10.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to SBC KANSAS, CLEC shall not be liable to SBC KANSAS, its end users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SBC KANSAS until service is restored.
- 10.3 CLEC agrees to release, indemnify, defend and hold harmless SBC KANSAS from any and all Loss arising out of SBC KANSAS provision of E911 Service hereunder or out of CLEC's end users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its end users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its end users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of SBC KANSAS.
- 10.4 CLEC also agrees to release, indemnify, defend and hold harmless SBC KANSAS from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of SBC KANSAS.

Exhibit I to Attachment 15: E911

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS					
CLEC Name & Contacts		CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager				CLLI Code	NPA Code(s):
		CLEC Telco ID			
				Trunk ACTL CLLI	Estimated # of EAAs
9-1-1 Database Manager		CLEC Service Area Description:		"Connect Signal" Digits	
		Rate Center(s):		1 - 1	# 9-1-1 Trunks Requested
Switch Site Contact				"Default" PSAP / ESN	
					SS7 Point Code
SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE					
E9-1-1 CONTROL OFFICE:		RATE CENTER(s) FOR		E9-1-1 CUSTOMER and	
CLLI Code:		MSAG PULL ⁽¹⁾		AGENCY TYPE <small>(see legend below)</small>	
		Rate Center(s):			
E9-1-1 Features Required:		ANI/ALI/SR			
# of 9-1-1 Trunks for LSP:					
MSAG Update Interval:		Monthly			
ALI Database Provider:					
ACCOUNT MANAGER:					
LOG NUMBER					
FOOTNOTES: (1)		Mechanized copy of MSAG is provided when SBC is the ALI database provider.			
(2)					
(3)		Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.			
"TYPE of AGENCY" LEGEND:				Prepared by:	
HRC = Home Rule City					
ECD = Emergency Communications District					
COG = Council of Governments or Regional Planning Commission				voice	
(blank) = (blank space for use as needed to define another agency type)				fax	
				email	
STATUS of EXHIBIT:				Date Prepared	

EXHIBIT II - BASIS OF COMPENSATION

This Exhibit II is attached to and made a part of Attachment 15: E911.

- A. The following trunk charges will be paid to SBC KANSAS for each E911 control office to which CLEC connects.

<u>Trunk Charge</u>	<u>Monthly Recurring</u>	<u>Nonrecurring</u>
Channel (Each)	\$22.86 (1) per trunk	\$312.00 (1) per trunk

ATTACHMENT 16: NETWORK SECURITY AND LAW ENFORCEMENT

This Attachment 16: Network Security and Law Enforcement to the Agreement sets forth terms and conditions concerning certain Network Security and Law Enforcement requirements.

1.0 PROTECTION OF SERVICE AND PROPERTY

- 1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this attachment, SBC KANSAS agrees to take the following reasonable and prudent steps, including but not limited to:
- 1.2 Restricting access to CLEC equipment, support equipment, systems, tools and data, or spaces which contain or house CLEC equipment to the extent SBC KANSAS provides this protection to its own facilities. SBC KANSAS will provide access to CLEC employees and its agents based on CLEC providing a list of authorized personnel. If escorted, CLEC employees and authorized agents must present identification required by SBC KANSAS.
- 1.3 SBC KANSAS will follow mutually agreed upon notification procedures in the event it becomes necessary for a SBC KANSAS employee to enter into the exclusive CLEC collocated space except in an emergency situation in which SBC KANSAS will immediately have the ability to enter into CLEC's collocated space notifying CLEC as soon as possible.
- 1.4 Complying at all times with mutually agreed to CLEC security and safety procedures and requirements, including but not limited to sign in, identification, and escort requirements while in spaces which house or contain CLEC equipment or equipment enclosures.
- 1.5 Allowing CLEC's personnel or authorized designee, where CLEC is physically collocated, to inspect or observe spaces that house or contain CLEC's equipment or equipment enclosures after such time as SBC KANSAS has turned over the collocation area to CLEC and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space.
- 1.6 Provide card access, coded locks or keyed locks providing security to the exclusive CLEC collocated space that is unique to that space.
- 1.7 Ensuring that the area which houses CLEC's equipment is adequately secured to prevent unauthorized entry to the same level as SBC KANSAS provides to itself.
- 1.8 Limiting the keys used in SBC KANSAS' keying systems for cages which contain or house CLEC's equipment or equipment enclosures to SBC's employees for required access only. Any access required other than emergency will be coordinated with CLEC to allow escort opportunity. SBC KANSAS will change locks at CLEC's request and expense where a security breach is known or suspected and the breach is not caused by SBC KANSAS.
- 1.9 Where CLEC requests these specifications and is amenable to funding said custom work, installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces which contain or house CLEC equipment or equipment enclosures.
- 1.10 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house CLEC equipment or equipment enclosures.
- 1.11 Providing prompt notification to designated CLEC personnel to indicate an actual or attempted security breach of which SBC KANSAS is aware.

1.12 CLEC and SBC KANSAS further agree to:

1.12.1 Providing a mutually acceptable back-up and recovery plan to be used in the event of a security system failure or emergency.

1.12.2 Installing Controls:

- to disconnect a user for a pre-determined period of inactivity on authorized ports;
- to protect customer proprietary information; and,
- to databases to ensure both ongoing operational and update integrity.

1.12.3 Logical Security

- assuring that all approved system and modem access be secured through security servers. Access to or connection with a network element will be established through a secure network or security gateway.
- agreeing to comply with AT&T Corporate Security Instruction 3.03 "Computer Security Requirements," March 1993, and AT&T Network Security Requirements 4.0, March 1996.

2.0 REVENUE PROTECTION

2.1 SBC KANSAS will make available to CLEC to the extent that SBC KANSAS provides to itself or any LSP all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements. These features include, but are not limited to, screening codes and call blocking of international, 900 and 976 numbers.

2.2 SBC KANSAS will provide to CLEC the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself.

2.3 SBC KANSAS will make a reasonable effort to protect and correct against unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud.

3.0 LAW ENFORCEMENT INTERFACE

3.1 SBC KANSAS will provide five (5) days a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. SBC KANSAS will provide assistance twenty-four (24) hours per day for situations involving immediate threat to life or at the request of law enforcement officials. SBC KANSAS will provide a twenty-four (24) hour contact number to administer this process.

ATTACHMENT 17: PERFORMANCE MEASUREMENTS

This Attachment 17: Performance Measurements sets forth the terms and conditions under which SBC KANSAS will report performance to CLEC and compare that performance to SBC KANSAS' own performance or benchmark criteria, whichever is applicable.¹ Enforcement measures through liquidated damages for failure to meet certain performance measures, set forth in this Attachment, are agreed upon in the Performance Remedy Plan included in a separate agreement of the Parties (Performance Remedy Plan).

- 1.0 SBC KANSAS agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1. SBC KANSAS will collect, analyze, and report performance data for these measures in accordance with SBC KANSAS' Performance Measurement Business Rules, as approved by the KANSAS Corporation Commission (the "Commission" or "KCC"). Both the performance measures and the business rules are subject to modification in accordance with Section 3.0.
- 2.0 For purposes of this Attachment, performance results (whether in the form of means, percentages, or rates) will be measured in a single month for the same measurement at equivalent levels of disaggregation, for both SBC KANSAS (or its affiliate purchasing the same service from SBC under an ICA) and CLEC. Compliance will be determined separately for each CLEC and disaggregation level, based on statistical tests or by direct comparison with an established standard (benchmark), as defined in the Performance Remedy Plan.
- 3.0 A workshop and/or conference shall be organized and held annually for the purpose of evaluating the existing performance measures and determining whether any measures should be deleted, modified or any new measures added. Provided however, no new measures shall be added which measures activities already governed by existing measures. CLEC may actively participate in this annual workshop with SBC KANSAS, other CLECs, and Commission representatives.
- 3.1 As provided in the Performance Remedy Plan, no changes to remedies/liquidated damages (remedies) or any other term or condition of this Attachment affecting remedies, including but not limited to the level of remedies to be paid by SBC and the application of a benchmark, shall be made except by the consent of the Parties only and shall not be effective until and memorialized in an amendment to the Performance Remedy Plan. Except as otherwise provided in the Performance Remedy Plan, neither Party shall have a right to seek KANSAS Corporation Commission jurisdiction or intervention to address any issues affecting remedies. Any dispute concerning remedies or modification to the current remedy plan shall be resolved pursuant to the dispute resolution provisions of that separate agreement.
- 3.2 CLEC and SBC KANSAS will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then SBC KANSAS will allow CLEC to have an independent audit conducted, at CLEC's expense, of SBC KANSAS' performance measurement data collection, computing, and reporting processes. In the event the subsequent audit reinforces the problem identified during the 45 day consultation period or if any new problem is identified, SBC KANSAS shall reimburse the CLEC any expense incurred for such audit. CLEC may not request more than one audit per twelve calendar months under this section.
- 4.0 **GENERAL ASSESSMENTS PAYABLE TO THE KANSAS STATE TREASURY**
- 4.1 If SBC KANSAS fails to submit performance reports by the last business day of the month, the following assessments apply unless excused for good cause by the Commission:

If no reports are filed, \$5,000 per day past the last business day of the month;

¹ Identification of specific network elements by name in this Attachment, including all Appendices hereto, shall not be interpreted to require SBC Kansas to continue to measure, report or credit remedies for any such elements once such elements are no longer required to be provided on an unbundled basis under section 251 of the Act or the parties' ICA.

If incomplete reports are filed, \$1,000 per day for each measurement affected by missing performance results, subject to a maximum of \$5,000.

- 4.2 If SBC KANSAS alters previously reported data to a CLEC, and after discussions with SBC KANSAS the CLEC disputes such alterations, then the CLEC can request that the Commission review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section entitled "Exclusions Limited."
- 4.3 Assessments under this section will not be included in determining the applicability of the cap in the Performance Remedy Plan.

5.0 REPORTS

- 5.1 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes individual CLEC data, aggregate CLEC data, and SBC KANSAS' state aggregate data.
- 5.2 In the event SBC KANSAS misses any measurement for two consecutive months, for each succeeding violation of that measurement, upon request from a CLEC, SBC KANSAS shall conduct a joint investigation with the requesting CLEC to identify and resolve the problem in a cooperative manner. Such corrective action may include additional training, allocation of additional resources, or modification of SBC KANSAS processes, to the extent appropriate.
- 5.3 SBC KANSAS will not levy a separate charge for provision of the data to CLEC called for under this Attachment. SBC KANSAS will make raw data available to CLEC via the CRDWS - CLEC Raw Data Web Site. Raw data for the current period will be posted in detail files for downloading by the last business day of each month. These files will be available for download for 60 days from the date of posting, after which the earliest monthly file will be replaced with the raw data file for the current month. Notwithstanding any other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

6.0 ATTACHED HERETO, AND INCORPORATED HEREIN BY REFERENCE, ARE THE FOLLOWING APPENDICES:

Appendix 1: Performance Measurement Business Rules (Version 4.0)

TABLE OF CONTENTS PERFORMANCE MEASURES

A. Pre-Ordering/Ordering	3
1.1 Average Response Time for Manual Loop Make-Up Information	3
2 Percent Responses Received within "X" seconds – OSS Interfaces	4
4 OSS Defects Per Million Opportunities (DPMO)	6
5 Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests and returned within X days on ASR requests	7
7.1 Percent Mechanized Completion Notifications Available Within one Day of Work Completion	12
10 Percent Mechanized/Manual Rejects Returned Within one "X" hours of receipt of LSR	13
10.2 Percentage of Orders that receive SBC-caused Jeopardy Notifications	15
11.2 Average SBC-caused Jeopardy Notification Interval	16
12.1 Percent Provisioning Accuracy	18
12.2 Percent Mechanized Line Loss Notifications Returned Within One Day of Work Completion	19
13 Order Process Percent Flow Through	20
13.1 Overall Percent LSR Process Flow Through	21
B. Billing	22
17.2 Billing Completion Notices	22
C. Miscellaneous Administrative	23
22 Local Service Center (LSC) Grade of Service (GOS)	23
22.1 Mechanized Customer Production Support Center (MCPSC) Average Speed of Answer	24
25 Local Operations Center (LOC) Grade of Service (GOS)	25
D. Provisioning	26
28 Percent POTS/UNE-P/Specials/UNES/LNP Loop/LNP Standalone/Interconnection Trunks Installations Completed Within the customer requested due date	26
30 Percent SBC Missed Due Dates Due To Lack Of Facilities	30
32 Average Delay Days For SBC Caused Missed Due Dates	32
35 Percent Trouble Report Within X Days (110/130) of Installation	34
101 Percent Out of Service < 60 minutes	37
E. Maintenance	38
37.1 Trouble Report Rate net of installation and repeat reports	38
38 Percent Missed Repair Commitments	40
39 Mean time to restore/Average Trunk Restoration Interval	41
40 Percent Out Of Service (OOS) < 24 Hours	44
41 Percent Repeat Reports	45

F. Interconnection Trunks	47
70 Percentage of Trunk Blockage.....	47
71 Common Transport Trunk Blockage	49
73.1 Percentage Held Interconnection Trunks.....	50
G. 911	51
104 Average Time Required to Update 911 Database (Facility Based Providers).....	51
H. Collocation	52
107 Percentage Missed Collocation Due Dates	52
I. Coordinated Conversion	54
115.2 Combined Outage Percentage of CHC/FDT LNP with Loop Line Conversions.....	54
J. NXX	55
117 Percent NXXs loaded and tested prior to the LERG effective date.....	55
K. BONA FIDE/SPECIAL REQUEST PROCESS (BFRs)	56
120 Percentage of Requests Processed Within 30 Business Days	56
124 Timely resolution of significant Software Failures related with Releases.....	57
Due Date Interval Matrix	58

PERFORMANCE MEASUREMENTS BUSINESS RULES

A. Pre-Ordering/Ordering

1.1. Measurement	
Average Response Time for Manual Loop Make-Up Information	
Definition:	
The average time required to provide manual loop qualification for xDSL capable loops measured in business days.	
Exclusions:	
Manual requests for Loop Makeup Information not initiated by the CLEC; however, manual requests initiated by the LSC as part of the ordering process when no mechanized loop qualification data is available will be included.	
Business Rules:	
For a DataGate/EDI/CORBA or EnhancedVerigate initiated request, the start date and time is when the request is received in the Loop Qual System. The end date and time for the DataGate/EDI/CORBA or EnhancedVerigate request is when the loop makeup information has either has been e-mailed back to the CLEC or, if the CLEC does not want email, is available in the Loop Qual System.	
For manual requests for Loop Makeup Information initiated by the LSC as part of the ordering process, the start date and time is the receipt date and time of the good LSR. The end date and time is when the loop makeup information is available in the Loop Qual System.	
SBC will provide raw data to CLECS in an agreed to format, on a monthly basis, without the need for a request from a CLEC, until such time as both parties agree it is no longer necessary.	
Calculation:	Report Structure:
$\Sigma(\text{Date and Time the Loop Qualification is made available to CLEC} - \text{Date and Time the CLEC request is received}) / \text{Total number of loop qualifications}$	By CLEC, All CLECs and SBC or its affiliates (or SBC acting on behalf of its affiliate).by state.
Disaggregations and Benchmarks:	
None	3 business days (Critical Z does not apply)

2. Measurement	
Percent Responses Received within "X" seconds – OSS Interfaces	
Definition:	
The percent of responses completed in "x" seconds for pre-order interfaces (EnhancedVerigate, EDI and CORBA) by function.	
Exclusions:	
None	
Business Rules:	
<p>Timestamps for the uniform interfaces (EnhancedVerigate, 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 (EnhancedVerigate, 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>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>	
Calculation:	Report Structure:
(# of responses within each time interval ÷ total responses) * 100	Reported on a CLEC, all CLECs, and SBC affiliate where applicable (or SBC acting on behalf of its affiliate), by interface, by state.
Disaggregations and Benchmark:	
<p>Overall transactions returned within required interval. Benchmark 95% Does not include Protocol Translation times as noted below.</p> <p>No damages will apply to the Protocol Translation Times for EDI and EnhancedVerigate. (Note – Nonuniform DataGate/EDI/CORBA have been eliminated from PM #2 due to the elimination of this interface.) (Critical Z does not apply)</p> <p>All measurements below will be reported on a diagnostic basis.</p>	
Measurement	EnhancedVerigate, EDI and CORBA
Address Verification	95% in <= 10 seconds
Telephone Number Assignment (includes random inquiry, reservation, confirmation and cancellation transactions)	95% in <= 10 seconds
Telephone Number Assignment – Specific Inquiry	95% in <= 20 seconds
Customer Service Summary (non-uniform) /Customer Service Inquiry (Uniform) <= 30 WTNs (Also broken down for Lines as required for DIDs).	95% in <=15 seconds
Service/Feature Availability	95% in <=13 seconds
Service Appointment Scheduling (Due Date)	95% in <=5 seconds

Dispatch Required	95% in <=19 seconds
PIC / LPIC	95% in <=25 seconds
Actual Loop Makeup Information requested	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 – EnhancedVerigate (input and output)	95% in <= 1 seconds Diagnostic

4 Measurement	
OSS Defects Per Million Opportunities (DPMO)	
Definition:	
OSS Interface Defects per Million Minutes Opportunities of Scheduled Availability	
Exclusions:	
<ul style="list-style-type: none"> Scheduled interface outages for major system releases or system maintenance where CLECs were provided with advanced notification of the downtime in compliance with SBC Southwest's change management process Undetected Interface outages reported by a CLEC that were not reported to SBC Southwest's designated trouble reporting center within 5 business days 	
Business Rules:	
<p>The "Minutes of Scheduled Availability" are the cumulative number of Minutes over which SBC Southwest plans to offer and support CLEC access to SBC Southwest's operational support systems (OSS) functionality during the reporting period. "OSS Defects" are the actual number of minutes, during the scheduled available time, that the SBC Southwest interface is incapable of accepting, receiving and/or responding to CLEC transactions or data files. An "OSS Defect" for pre-order includes all minutes of unavailability by the pre-order disaggregations listed below. Under this measure there is no consideration of "partial availability" (i.e. degraded service conditions).</p> <p>SBC will not schedule normal maintenance during OSS Hours of availability as posted on the CLEC web site unless otherwise notified via an accessible letter. SBC Southwest will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. central time Monday through Friday).</p>	
Calculation:	Report Structure:
Minutes of outage / Minutes of scheduled availability * 1,000,000	CLECs in the aggregate (except for RAF which is reported by CLEC)
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Verigate (interface only) = 5000 DPMO EDI Pre-Order (interface only) = 3000 DPMO CORBA Pre-Order (interface only) = 3000 DPMO Total of all 5 Pre-Order function disaggregations = 5,000 DPMO LEX = 5000 DPMO EDI Ordering = 3000 DPMO EBTA GUI = 5000 DPMO EBTA App-to-App = 5000 DPMO SBC Southwest RAF (by CLEC) = 5000 DPMO SBC Toolbar = 5000 DPMO EASE reported for Consumer and Business = Diagnostic <p>(Critical Z does not apply)</p>	

5. Measurement: (PM 5 combined with PM 5.2)
Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests and returned within X days on ASR requests.
Definition:
Percent of FOCs returned to the CLEC within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.
Exclusions:

For LSRs

- Rejected (manual and electronic) LSRs.
- SBC only Disconnect orders.
- Services ordered out of the Access Tariff
- Interconnection Orders
- Unbundled Dedicated Transport Orders

For ASRs

- All LSRs
- Access Orders purchased from SBC tariffs
- Rejected (manual and electronic) ASRs
- SBC Only disconnect Orders

Business Rules:

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

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

A Mechanized Business Ordering system (MBOS) document is required for engineering of trunks that must take place prior to the request being worked.

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

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

ENHANCEDLEX/EDI

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

MANUAL REQUESTS

Manual service order requests are those initiated by the CLEC by fax. The fax receipt date and time is recorded and input into WFM. The end time is the actual date and time that a successful attempt to send a paper fax is made back to the CLEC or in cases where fax receipt is prevented at CLEC's facility, the end date and time will be the 2nd attempt to send fax to the CLEC. If a CLEC does not require a paper fax, the FOC information is provided via the FOC/SOC Website, and the end time is the date and time the FOC is loaded to the Website. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

FOR ASRs:

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m.-5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. The returned confirmation to the CLEC will establish the actual end date/time. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

In the event that the Access Service Order Guidelines/Access Service Request (ASOG/ASR) Bi-Annual Release occurs during LSC hours of operation, that time will be excluded from the determination of timely FOCs.

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

<p>1. Electronic/Electronic LSRs</p> <p>2. Manual Intervention LSRs</p> <p>A. Mechanized Simple Res/Bus/UNE-P/Mechanized UNE Loop (1-49)/Mechanized Switch Ports/ Mechanized LNP with Loop (1-19)/ EELS</p> <p>B. Mechanized UNE xDSL Capable Loop (1-20)</p> <p>C. Mechanized UNE xDSL Capable Loop (>20)</p> <p>D. Manual and Mechanized Complex Bus (1-200)/ Manual and Mechanized LNP Complex Business (1-19)/Manual Simple Res./Bus/UNE-P/Manual UNE Loop(1-49)/ Manual LNP with Loop (1-19)/ Manual LNP Complex Business (1-19)/Manual UNE xDSL Capable Loop (1-49)</p> <p>E. Manual and Mechanized Complex Bus (>200)/Manual and Mechanized UNE Loop (>50)/ Manual and Mechanized LNP Complex Business (20-50 Lines)/ Complex UNE-P/ Manual and Mechanized LNP with Loop (>20)/Manual UNE xDSL Capable Loop (> 49)</p> <p>F. Manually and Mechanized LNP Complex Business (>50)/ MBOS related services (Centrex, Plexar I Pkg II, Plexar II, Plexar Custom Basic) < Negotiated with Notification of Timeframe within 24 Clock Hours/ Projects</p> <p>3. ASRs</p> <p>A. Interconnection Facilities and Trunks</p> <p>B. Unbundled Dedicated Transport DS3s</p> <p>C. Unbundled Dedicated Transport DS1s</p> <p>D. Projects</p>	<p>1. Electronic – Electronic 95% within 45 minutes</p> <p>2. 95% within</p> <p>A. 5 Hours</p> <p>B. 6 Hours</p> <p>C. 14 Hours</p> <p>D. 24 Hours</p> <p>E. 48 Hours</p> <p>F. Negotiated interval</p> <p>3. 95% within</p> <p>A. 7 business days</p> <p>B. 5 business days</p> <p>C. 1 business days</p> <p>D. Negotiated Interval</p> <p>(Critical Z does not apply)</p>
--	---

7.1 Measurement	
Percent Mechanized Completion Notifications Available Within one Business Day of Work Completion	
Definition:	
Percent Mechanized Completion Notifications Available Within one Business Day	
Exclusions:	
Exclude Weekends And Holidays	
Business Rules:	
Days are calculated by subtracting the date the SOC was available to the CLEC via EDI/LEX minus the order completion date. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.	
Calculation:	Report Structure:
(# mechanized completions notifications returned to the CLEC within 1 business day of work completion ÷ total mechanized completions notifications) * 100	Reported by CLEC and all CLECs and SBC Affiliate, by state.
Disaggregations and Benchmark:	
None	97% (Critical Z does not apply)

10. Measurement (PM 10 combined with PM 10.1)	
Percent Mechanized/Manual Rejects Returned Within "X" hours of receipt of LSR	
Definition:	
Percent mechanized rejects returned within one hour of the receipt of the LSR	
Exclusions:	
For manual rejects received electronically only, rejects of LSRs received through manual process.	
Business Rules:	
<p>Mechanized Rejects The start time used is the date and time the LSR is recorded by the interface (EDI/Enhanced LEX) if it falls during normal system processing hours of operation, as defined in the published hours of operation document on the CLEC online website. If the interface start time is outside of normal processing hours, then the start date/time is set to the next closest posted processing start time. The end time is the date and time the reject notice is available to the CLEC via EDI or Enhanced LEX. A mechanized reject is any reject made available to the CLEC electronically without manual intervention. 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> <p>Manual Rejects Received Electronically The start time is the time the LSR is received electronically via EDI or Enhanced LEX if it falls during normal business hours of operation. Reject business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime), the valid start time will be the next business day at 8:00 a.m.</p> <p>The end time is the date and time the reject notice is available to the CLEC via EDI/ Enhanced LEX. A manual reject is a reject of an electronically received LSR that requires manual intervention. 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>	
Calculation:	Report Structure:
$\frac{(\# \text{ mechanized rejects returned within 1 hour} + \text{total rejects}) * 100}{(\# \text{ electronic manual rejects returned within 6 hours of receipt of LSR} + \text{total electronic manual rejects}) * 100}$	Reported for CLEC and all CLECs and SBC affiliate, by state.
Disaggregations and Benchmark:	
1. Mechanized 2. Manual rejects received electronically	1. 97% within 1 hour 2. 97% within 6 hours (Critical Z does not apply)

10.2 Measurement:	
Percentage of Orders that receive SBC-caused Jeopardy Notifications	
Definition:	
Percentage of total orders received electronically via LEX/EDI and processed for which SBC notifies the CLEC that an order is in jeopardy of meeting the due date, due to SBC cause.	
Exclusions:	
N and D service orders	
Business Rules:	
<p>Percentage of Orders Given Jeopardy Notices measures the number of jeopardy notices sent to customers as a percentage of the total number of orders completed in the period. A jeopardy is a notification provided to the CLECs where SBC identifies the potential for not meeting the scheduled due date (LOF or additional information).</p> <p>Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, SBC will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on SBC's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.</p>	
Calculation:	Report Structure:
(Number of orders jeopardized ÷ Number of orders confirmed) * 100	Reported by CLEC and all CLECs, by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999) • Facilities Jeopardies • Other SBC caused Jeopardies • CLEC/EU caused Jeopardies A list of current Jeopardy codes may be found in CLEC Online in the CLEC Handbook User Guides/Tech Pubs section. Choose Ordering, LSOR 6+ (13 State) Local Service Ordering Requirements, LSOR 6+ (13 State Documentation, Volume II, SBC Local Responses, Local Response Jeopardy, RCODE – Reason Code.. 	Diagnostic

11.2 Measurement:
Average SBC-caused Jeopardy Notification Interval
Definition:
Measures the average remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time SBC issues a notice to the CLEC indicating an order received electronically via LEX/EDI is in jeopardy of missing the due date (or the due date/time has been missed).
Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, SBC will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on SBC's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.
Exclusions:
<ul style="list-style-type: none">• N and D Service orders
Business Rules:
With respect to this interval, it is assumed that the order due date time is 5:00 PM for uncoordinated orders, and the Jeopardy date and time will be the actual date and time that SBC issues a notice and is available to the CLEC indicating an order is in jeopardy of missing the due date. With regards to coordinated orders (CHC/FDT) the scheduled due date and time will be used. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time. Business Hours are 8:00 AM-5:30 PM, M-F.
Levels of Disaggregation:

- Jeopardies previously referred to as Rejects (See Accessible Letter CLEC99-175 dated December 30, 1999)

- Facilities Jeopardies

POTS (includes the following):

- 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)
- 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW)
- 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access
- UNE Platform – POTS

UNE SPECIALS or Designed Services (includes the following):

- BRI Loop with Test Access
- ISDN BRI Port
- DS1 Loop with Test Access
- DS1 Dedicated Transport
- Subtending Channel (23B)
- Subtending Channel (1D)
- Analog Trunk Port
- Subtending Digital Direct Combination Trunks
- DS3 Dedicated Transport
- Dark Fiber
- DSL Loops – Line Sharing
- DSL Loops – Non-Line Sharing
- DSL Loops - Line Splitting
- UNE-Platform-Specials

Other SBC Caused

- Other SBC caused Jeopardies
- CLEC/EU caused Jeopardies

Calculation:	Report Structure:
Sum ((Committed Due Date /Time for the order) – (Date/Time of Jeopardy notice))/ (number of Jeopardy Orders)	Reported by CLEC and all CLECs and SBC affiliate by state.
Benchmark:	
Facilities Jeopardies: POTS – 1 hour UNE Specials – 4 hours Other SBC caused – 1 day	
Diagnostic only	

12.1 Measurement	
Percent Provisioning Accuracy	
Definition:	
Percent of completed service orders submitted via LEX/EDI that are provisioned as requested on the CLEC submitted LSR.	
Exclusions:	
<ul style="list-style-type: none"> Cancelled Orders Rejected orders due to CLEC caused errors 	
Business Rules:	
<p>This measurement compares all fields listed in Attachment 5 as submitted on the LSR to the associated service order that provisioned the requested services. SBC commits to make a good faith effort to maintain the list in Attachment 5 with any new fields that can be compared mechanically (e.g. features, PIC, etc.) when those fields have a legitimate impact on the customer.</p> <p>SBC Billing will inform the LSC and ASC through Bill Alerts, regarding situations that impact or potentially impact customer billing. The LSC and ASC will notify the affected CLECs upon receipt of the Bill Alerts.</p>	
Calculation:	Report Structure:
(# of completed service orders with fields provisioned as ordered on the LSR's ÷ total service orders completed * 100	Reported by individual CLEC, CLECs and SBC, by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Flow Through Non-Flow Through <p>Note: SBC will provide disaggregations by UNE-P, UNE Loop, LNP and others on a CLEC requested basis.</p>	95%

12.2 Measurement	
Percent Mechanized Line Loss Notifications Returned Within One Day Of Work Completion	
Definition:	
Percent mechanized line loss notifications returned within one business day of the completion of work.	
Exclusions:	
<ul style="list-style-type: none"> Where CLEC accesses SBC's systems using a Service Bureau Provider, the measurement of SBC's performance shall not include Service Bureau Provider processing, availability or response time. CLEC-caused misses and delays 	
Business Rules:	
Days are calculated by subtracting the date the line loss notification was made available to the CLEC from the work completion date. The date that the last service order associated with the LSR is provisioned is the work completion date. The calculation is based on business days, using a full 24 hour day.	
This includes all products for which loss notifications are sent.	
Calculation:	Report Structure:
(# of mechanized line loss notifications returned to the CLEC within 1 day of work completion ÷ total line loss notifications) * 100	Reported for CLEC all CLECs, and SBC Affiliates, by state.
Disaggregations and Benchmarks:	
None	95% within one business day

13. Measurement	
Order Process Percent Flow Through	
Definition:	
Percent of orders from entry to distribution that progress through SBC ordering systems without manual intervention.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes rejected orders • Manually received orders 	
Business Rules:	
The number of eligible orders that flow through SBC's ordering systems and are distributed in SORD without manual intervention, divided by the total number of Eligible electronically generated orders within the reporting period. Orders that fall out for manual handling, that are worked by SBC and 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.	
Calculation:	Report Structure:
(# of orders that flow through ÷ total eligible electronic orders) * 100	Reported by CLEC, all CLECs and SBC and SBC affiliate, by state.
Disaggregations and Benchmarks:	
SBC will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	95%

13. 1 Measurement	
Overall Percent LSR Process Flow Through	
Definition:	
Percent of LSRs that progress through SBC's ordering, provisioning, and billing systems without manual intervention.	
Exclusions:	
<ul style="list-style-type: none"> LSRs rejected electronically at LASR or MOG due to a CLEC-caused entry error 	
Business Rules:	
<p>The number of LSRs that are completely processed, through posting and through all relevant systems and databases, without manual intervention, divided by the total number of LSRs that are not rejected electronically at LASR or MOG due to a CLEC-caused entry error within the reporting period. LSRs for which SBC returns an erroneous electronic reject are counted in the denominator and as a failed pass through occurrence in the numerator. Other examples of LSRs that would be counted as failed pass-through occurrences in the numerator would include:</p> <ul style="list-style-type: none"> LSRs for which SBC returns a manually generated reject, order confirmation, or jeopardy notification, LSRs for which SBC internal service orders are not electronically generated or as to which any manual entry is made on associated SBC internal service orders, LSRs with any associated service orders that do not distribute out of SBC's SORD system without fall out or manual processing, LSRs with any associated service orders that do not update databases without fall out or manual processing, LSRs which result in any manual AIN trigger setting or manual switch translation work, LSRs with any associated service orders that do not successfully post to each SBC back end billing systems without fall out or manual processing including error resolution. 	
Calculation:	Report Structure:
(# of LSRs completely processed without manual intervention ÷ total # of LSRs not rejects at LASR or MOG due to CLEC-caused entry error) * 100	Reported by CLEC, all CLECs, SBC and SBC Affiliates by state.
Disaggregations and Benchmarks:	
SBC will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	Diagnostic

B. Billing

17.2New Measurement	
Billing Completion Notices	
Definition:	
Percentage of Billing Completion Notices sent within five business days after service order posting in SORD. For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing completion.	
Exclusions:	
<ul style="list-style-type: none"> • Access Service Orders billed through CABS • Interconnection Trunk Orders • T-Orders when dual service is involved • Weekends and Holidays 	
Business Rules:	
This measurement will determine percentage of Billing Completion notices sent to CLEC within 5 business days after service order posting in SORD. This measurement would include all SORD orders produced as a result of an LSR request (i.e., C, N, and D wholesale orders). For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing completion. If multiple orders exist on a single LSR, the last order must post in SORD prior to triggering the five business day window. Billing Completion notices are not sent to CLEC until all related SORD orders have posted in the billing systems.	
Calculation:	Report Structure:
Sum (Number of Billing Completion Notices sent within 5 Business Days) / (Number of Billing Completion Notices sent) x 100	Reported by State
Disaggregations and Benchmarks:	
None	95% Billing Completion Notices within 5 business days of service order posting in SORD.

C. Miscellaneous Administrative

22. Measurement	
Local Service Center (LSC) Grade Of Service (GOS)	
Definition:	
Percent of calls answered by the Local Service Center (LSC) within 20 seconds.	
Exclusions:	
Excludes Weekends and Holidays.	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when a SBC 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 call management system queue until the CLEC customer call is transferred to SBC personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Hours of operation are 8:00 a.m. to 5:30 p.m. Monday through Friday.	
Calculation:	Report Structure:
Total number of calls answered by the LSC within a specified period of time ÷ Total number of calls answered by the LSC	Reported for all calls to the LSC by operational separation
Disaggregations and Benchmarks:	
By SBC LSC	Parity with SBC RSC / BSC

22.1 Measurement:	
Mechanized Customer Production Support Center (MCPSC) Average Speed of Answer	
Definition:	
Average speed of answer for calls answered by the Mechanized Customer Production Support Center (MCPSC) for the SBC region.	
Exclusions:	
<ul style="list-style-type: none"> • Weekends • Holidays • Outside normal business hours 	
Business Rules:	
The clock starts when a call enters the queue and the clock stops when a SBC 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 a SBC 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. Normal business hours of operation are 7:00 a.m. to 7:00 p.m. CST. Monday through Friday.	
Calculation:	Report Structure:
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 answered by the MCPSC.	Reported for all calls to the MCPSC.
Disaggregations and Benchmarks:	
None	Less than 120 seconds. Critical-Z does not apply.

25. Measurement	
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 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 call management system queue until the CLEC customer call is transferred to SBC personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. The Measure includes calls to the LOC related to provisioning activities, e.g., coordinated conversions, as well as maintenance activities.	
Calculation:	Report Structure:
Total number of calls answered by the LOC 20 seconds ÷ total number of calls answered by the LOC	Reported for all calls to the LOC by operational separation and SBC Retail Repair Bureau (CSB) for maintenance calls by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Maintenance Calls (i.e., calls to 1-800-220-4818) • Provisioning Calls – DSL (i.e., calls to 1-817-212-5900) • Provisioning Calls – All other (i.e., calls to Resale: 1-817-212-5598; calls to Interconnection: 1-817-212-5588) <p>(The telephone numbers above are subject to change, but notification will be made via an Accessible Letter.)</p>	<ul style="list-style-type: none"> • Parity with SBC CSB • 90% within 20 seconds (Critical Z does not Apply) • 90% within 20 seconds (Critical Z does not Apply)

D. Provisioning

28. Measurement (PM 28 combined with PM 56, PM 56.1, PM 73, and PM 91)

Percent POTS/UNE-P/Specials/UNES/LNP Loop/LNP Standalone/Interconnection Trunks Installations Completed Within the customer requested due date.

Definition:

POTS/UNE-P/Specials/UNES/LNP Loops/LNP Standalone

Measure of orders (circuits for specials) completed within the customer requested due date when that date is greater than or equal to the standard offered interval, (see Due Date Interval Matrix at the end of this document.), or if expedited the date agreed to by SBC.

Interconnection Trunks

Percentage of interconnection trunks completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC.

Exclusions:

Excludes customer caused misses (e.g., customer not ready, construction not complete).

Excludes all orders except N, T, and C orders.

- Excludes Weekends and Holidays.

- Excludes circuits requested for less than the standard offered interval unless agreed to by SBC

NPAC caused delays unless caused by SBC (LNP only)

Business Rules:**POTS/UNE-P**

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

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

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

Specials

The Application Date is the day that the customer initiated the service request. The Completion Date is the day that SBC personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date.

This measure is reported at a circuit level.

UNEs/EELS

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

LNP Loops

The start time is the date of the receipt of an accurate LSR. The Completion Date is the day that SBC 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.

LNP Standalone

Industry guidelines for due dates for LNP are as follows:

- For Offices in which NXXs are previously opened – 3 Business Days.
- New NXX – 5 Business days on LNP capable NXX.

The above-noted due dates are from the date of the FOC receipt.

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.

Interconnection Trunks

SBC will compare the completion date to the customer desired due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC to determine the count of missed installations. The completion date is the date the work is completed and accepted by the CLEC. The measurement is taken for all circuits that complete in the reporting period. Interconnection trunks are selected based on a specific service code off of the circuit ID. Unsolicited FOCs will not be acknowledged in calculating due dates. (i.e., if an unsolicited FOC is received by CLEC, the due date on the first FOC will still be used as the due date.

Calculation:	Report Structure:
<p>POTS/UNE-P/Specials/UNEs - (Count of orders/circuits installed within the requested interval ÷ total number of orders/circuits not subject to exclusions) * 100</p> <p>LNP Loops/LNP Standalone - 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</p> <p>Interconnection Trunks - (Count trunk circuits completed within the customer requested due date, where the requested customer requested due date is</p>	<p>Reported for CLEC, all CLECs and SBC by state.</p>

greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC ÷ total trunk circuits completed) * 100	
Disaggregations and Benchmarks:	
<p><u>POTS</u></p> <ol style="list-style-type: none"> 1. Field Work (FW) <ul style="list-style-type: none"> - Bus Class of Svc - Res Class of Svc 2. No Field Work (NFW) <ul style="list-style-type: none"> - Bus Class of Svc - Res Class of Svc 3. UNE-P -Field Work (FW) 4. UNE -P - No Field Work (NFW) 5. 8.0dB Loops (standalone and loop with LNP) <u>Resale Specials/UNE</u> 6. DS0 (DDS, VGPL, 5 db loops, switch ports) 7. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport 8. ISDN & BRI (resale, loops and ports) 9. DSL and Line Splitting 10. Line Sharing and IDSL) 11. EELS – DSO 12. EELS – DS1 13. Interconnection trunks 14. <u>LNP only:</u> NXXs previously opened and NXX new (1-30 TNs and greater than 30 TNs) 	<ol style="list-style-type: none"> 1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types) 2. Resale POTS parity between No Field Work compared to SBC Retail No Field Work (N, T, C order types). 3. UNE-P Parity between Field Work compared to SBC Retail Field Work (N, T, C order types) 4. UNE-P Parity between No Field Work compared to SBC Retail No Field Work. (N, T, C order types). 5. 95% Resale Specials and UNEs 6. 95% 7. 95% in five days (Critical Z does not apply) 8. 95% 9. 95% 10. 95% 11. 90%(5 days), 92% in 6 months, 95% in a year 12. 90%(5 days), 92% in 6 months, 95% in a year (Critical Z does not apply) 13. 95% 14. 96.5%

30. Measurement (PM 30 Combined with PM 60)	
Percent SBC Missed Due Dates Due To Lack of Facilities	
Definition:	
<u>POTS/UNE-P/Specials/8.0 dB Loops</u> Percent N, T, and C orders with missed committed due dates due to lack of facilities.	
<u>UNEs</u> Percentage of UNEs circuits with missed committed due dates due to lack of facilities.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes orders that are not N, T, or C. • Interconnection Trunks. 	
Business Rules:	
<p><u>POTS/UNE-P –</u> The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC. The Completion Date is the day that SBC personnel complete the service order activity.</p> <p>UNE-P- are reported at order level. The lack of facilities is selected based on the missed reason code.</p> <p><u>Specials –</u> The Due Date starts the clock. The Completion Date is the day that SBC personnel complete the service order activity, which stops the clock. 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 and by selected center names that indicate resale. The lack of facilities is selected based on the missed reason code.</p> <p><u>UNEs/EELS –</u> Any completion date that is greater than the due date with a SBC lack of facilities missed reason code. This measurement is reported at a circuit level for all UNEs with the exception of 8db loops, which are reported at an order level to facilitate comparison with POTS retail.</p>	
Calculation:	Report Structure:
(Count of orders / circuits with missed due dates due to lack of facilities ÷ total field work orders / circuits completed) * 100 (Calculated monthly based on posted orders)	Reported for CLEC, all CLECs and SBC Retail for POTS. By state.
Disaggregations and Benchmarks:	

1. POTS- Field Work (FW) - Bus Class of Svc - Res Class of Svc	1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types)
2. UNE-P -_Field Work (FW)	2. UNE-P Parity between Field Work compared to SBC Field Work (N, T, C order types)
3. 8.0dB Loops	3. Compared to Business Retail POTS and Residence Retail POTS Combined
<u>Resale Specials/UNEs:</u>	4. 5%
4. DS0 (DDS, VGPL, switch ports)	5. 4% (Critical Z does not apply)
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	6. 5%
6. ISDN & BRI (resale, loops, and ports)	7. 5%
7. DSL and Line Splitting	8. 5%
8. Line Sharing and IDSL	9. 5%
9. EELS – DS0	10. 8%, 4% in 6 months (Critical Z does not apply)
10. EELS – DS1	
	Note: Comparisons are used for Diagnostic purposes only.

32. Measurement (PM 32 Combined with PM 62 and PM 74)	
Average Delay Days For SBC Caused Missed Due Dates.	
Definition:	
<u>POTS/UNE-P/Specials</u>	
Average calendar days from due date to completion date on company missed orders /circuit.	
<u>UNEs/EELS</u>	
Average calendar days from the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC, to completion date on company missed UNEs (8.0 dB loops are measured at an order level).	
<u>Interconnection Trunks</u>	
Average calendar days from customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SBC to completion date on company missed interconnection trunk orders.	
Exclusions:	
<ul style="list-style-type: none"> Excludes orders that are not N, T, or C. 	
For Specials/UNEs/Interconnection Trunks Only:	
<ul style="list-style-type: none"> Excludes any incremental days attributable to the CLEC after the initial SBC caused delay. Does not exclude No Access attributable to the end user after the initial due date has been missed by SBC. 	
Business Rules:	
<p>Resale POTS and UNE-P - The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC. The Completion Date is the day that SBC personnel complete the service order activity. UNE-Ps are reported by the order that completes the service activity. POTS and UNE-Ps are reported at an order level.</p> <p>Specials - 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 reported at a circuit level. Specials are selected based on a specific service code off of the circuit ID.</p> <p>UNEs/EELS - The calculation is the difference in calendar days between the completion date and the FOC due date. The Due Date is the customer requested due date when that date is greater than or equal to the offered interval. If expedited (accepted or not accepted), the Due Date is the date agreed to by SBC, which is the due date reflected on the FOC. The data is reported at a circuit level. 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 with the exception of 8.0 dB loops, which are reported at an order level to facilitate comparison with POTS retail.</p> <p>Interconnection Trunking - The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SBC. The data is reported at a circuit level. Interconnection Trunks are selected based on a specific service code off of the circuit ID.</p>	
Calculation:	Report Structure:
$\Sigma(\text{Completion date} - \text{orders/committed circuits due date}) \div (\text{total \# of completed orders/posted circuits with a SBC caused missed due date})$	Reported for CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmarks:	

<p>POTS</p> <ol style="list-style-type: none"> Field Work (FW) - Bus Class of Svc - Res Class of Svc No Field Work (NFW) - Bus Class of Svc - Res Class of Svc UNE-P Field Work (FW) No Field Work (NFW) 8.0dB Loops – FW 8.0dB Loops - NFW <p><u>Resale Specials/UNEs:</u></p> <ol style="list-style-type: none"> DS0 (DDS, VGPL, 5.0 dB loops, switch ports) DS1 and above (DS1, DS3, OCn, and Dark Fiber) Loops and Transport) ISDN & BRI (resale, loops and ports) DSL and Line Splitting Line Sharing and IDSL EELS – DS0 EELS – DS1 Interconnection Trunks 	<ol style="list-style-type: none"> Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types) and No Field Work compared to SBC Retail No Field Work (N, T, C order types). UNE-P Parity between Field Work compared to SBC Field Work (N, T, C order types) and No Field Work compared to SBC Retail No Field Work. (N, T, C order types). Compared to Business Retail POTS and Residence Retail POTS Combined – FW and NFW 6 days 6 days (Critical Z does not apply) 5 days 6 days 6 days 6 days 6 days (Critical Z does not apply) Parity with SBC Interoffice trunking network
---	---

35. Measurement (PM 35 Combined with PM 59 and PM 98)
Percent Trouble Report Within X Days (I-10 / I-30) of Installation
Definition:
Percent of N, T, C orders, (by circuit for specials), that receive an electronic or manual trouble report on or within 10 calendar days for POTS/UNE-P, or 30 calendar days for specials), of service order completion.
Percentage of UNEs that receive a customer trouble report within X" calendar days, where "x" is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, of service order completion.
Exclusions:
<ul style="list-style-type: none"> • Excludes subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number. • CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • Excludes reports caused by customer provided equipment (CPE) or wiring, Interexchange Carrier/Competitive Access Provider, and Informational. • Excludes trouble report received on the due date before service order completion. • Interconnection Trunks • Loops without test access - BRI • Orders that are not N, T, or C. • DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps that are determined to be the cause of trouble. • Trouble reports caused by lack of digital test capabilities on 2-wire BRI and IDSL capable loops where acceptance testing is available and not selected by the CLEC. • UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and SBC due to CLEC reasons on the due date. • Trouble reports for DSL stand alone loops caused by the lack of loop acceptance testing between CLEC and SBC due to CLEC reasons on the due date. • CLEC-caused errors. • NPAC-caused errors unless caused by SBC. • Stand Alone LNP Orders with more than 500 number activations.
Business Rules:
POTS/UNE-P
Includes reports received the day after SBC personnel complete the service order through 10 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 10 days of service order completion. These will be reported the month that they are closed. This will include troubles taken on the day of completion found to be as a result of a UNE-P conversion.
Resale specials
A trouble report is counted if it is flagged on WFA (Work Force Administration) as a trouble report that had a service order completion within 30 days. It cannot be a repeat 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. . The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 30 days of service order completion and closed within the

reporting month.

UNES/EELS

A trouble report is counted if it is received within "X" calendar days, where "X" is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, calendar days of a service order completion. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level. The denominator for this measure is the total count of circuits posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within "X" calendar days where "X" is 10 calendar days for 8db and 5dB loops and 30 calendar days for all other UNEs, calendar days of service order completion that were closed during the reporting month.

Calculation:	Report Structure:
(Count of initial, electronic or manual trouble reports on or within X (where X is 10 days for POTS/UNE-P and 8dB loops, UNE-P, and 30 days for Resale Specials) calendar days of service order completion ÷ total # of orders/total circuits) * 100	Reported for POTS Resale by CLEC, total CLECs and SBC, by state.
Disaggregations and Benchmarks:	
1. POTS N& T orders C Orders Field Work (FW) No Field Work (NFW) Business class of service Residence class of service 2. UNE-P New/Move Orders Change/conversion Orders Field Work (FW) No Field Work (NFW) 3. 8.0dB Loop <u>Specials Resale/UNE</u> 4. DS0 (DDS, VGPL, 5 db Loops, & switch ports) 5. DS1 and above (DS1,DS3, OCn and Dark Fiber) Loops and Transport	1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, and C order types) and No Field Work compared to SBC Retail No Field Work (N, T, and C order types). 2. UNE-P Parity between Field Work New and Move orders compared to SBC Field Work New and Move orders. Parity between Field Work Change and Conversion orders compared to SBC Field Work Change orders. Parity between No Field Work New and Move orders compared to SBC Retail No Field Work New and Move orders. Parity between No Field Work Change and Conversion orders compared to SBC Retail No Field Work Change orders. 3. Compared to Retail POTS Business and Retail POTS Residence combined 4. 5% 5. 4% (Critical Z does not apply) 6. 5% 7. 5% 8. 5%

6. ISDN & BRI (resale, loops and ports)	9. 8%, 5% in 6 months
7. DSL and Line Splitting	10. 8%, 5% in 6 months (Critical Z does not apply)
8. Line Sharing and IDSL	
9. EELS – DS0	
10. EELS – DS1	

101. Measurement:	
Percent Out of Service < 60 minutes	
Definition:	
The Number of LNP related conversions where the time required to facilitate the activation of the port in SBC's network is less than 60, expressed as a percentage of total number of activations that took place.	
Exclusions:	
<ul style="list-style-type: none"> • CLEC-caused errors. • NPAC-caused errors unless caused by SBC. • Stand Alone LNP Orders with more than 500 number activations. 	
Business Rules:	
The Start time is the receipt of the NPAC broadcast activation message in SBC's LSMS. The End time is when the Provisioning event is successfully completed in SBC's network as reflected in SBC's LSMS. Count the number of activations that took place in less than 60 minutes.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • None 	
Calculation:	Report Structure:
(Number of activations provisioned in less than 60minutes) ÷ (total LNP activations)* 100.	Reported by CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
None	96.5% Critical z-value does not apply

E. Maintenance

37.1 Measurement (PM 37.1 Combined with PM 65.1)	
Trouble Report Rate net of installation and repeat reports	
Definition:	
The number of electronic or manual customer trouble reports exclusive of installation and repeat reports within a calendar month, per 100 lines/circuits/UNEs.	
Exclusions:	
<ul style="list-style-type: none"> Excludes reports caused by customer provided equipment (CPE), Interexchange Carrier/Competitive Access Provider, and Informational or wiring. <ul style="list-style-type: none"> CLEC Excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. Excludes installation reports. An installation report is defined as any report that comes in within "X" calendar days of service order completion, where "X" is 10 for POTS and 8db loops and "X" is 30 for special services. Excludes repeat reports. A repeat report is defined as a trouble report received within X calendar days of a previous customer report, where X is 10 days for POTS, 8.0dB loops, UNE-P and 30 days for resale specials and all other UNEs. Excludes BRI loops without test access Excludes DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (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. Excludes trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC. UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and SBC due to CLEC reasons on the due date 	
Business Rules:	
<u>POTS/UNE-P</u>	
CLEC and SBC repair reports are entered and tracked. They are downloaded nightly. Reports are counted in the month they post.	
<u>UNEs/EELS</u>	
Repair reports are entered and tracked by trouble ticket type. Reports are counted in the month they post.	
Calculation:	Report Structure:
[Total number of customer trouble reports less installation and repeat reports ÷ (total lines or circuits) ÷ 100]	Reported for POTS Resale trouble reports by CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmarks:	

1. POTS Business class of service Residence class of service	1. POTS- Parity with SBC retail
2. UNE – P	2. UNE-P – Parity with Retail POTS Business and Retail POTS Residence combined.
3. 8.0dB Loops	3. Parity with Retail POTS Business and Retail POTS Residence combined.
<u>Specials Resale/UNE</u>	4. 5%
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	5. 4% (Critical Z does not apply)
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	6. 5%
6. ISDN & BRI (resale, loops and ports)	7. 3%
7. DSL and Line Splitting	8. 3%
8. Line Sharing and IDSL	9. 5%
9. EELS – DS0	10. 4% (Critical Z does not apply)
10. EELS – DS1	

38. Measurement (PM 38 Combined With PM 66)	
Percent Missed Repair Commitments	
Definition:	
Percent of trouble reports not cleared by the commitment time.	
Exclusions:	
<ul style="list-style-type: none"> • CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • No Access and delayed maintenance for UNE loops. • Specials and Interconnection Trunks • Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (UNE Only) 	
Business Rules:	
<u>POTS/UNE-P</u>	
The commitment date and time is established when the repair report is received. The cleared time is the date and time that SBC personnel clear the repair activity and complete the trouble report. If this is after the commitment time, the report is flagged as a "Missed Commitment."	
<u>UNE Loops</u>	
The commitment time is currently defined as 24 hours for 8.0dB loops. 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.	
Calculation:	Report Structure:
(Count of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100	Reported for CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmark:	
1. POTS - Residence <ul style="list-style-type: none"> • Dispatch • No Dispatch POTS - Business <ul style="list-style-type: none"> • Dispatch • No Dispatch 2. UNE-P <ul style="list-style-type: none"> • Dispatch • No Dispatch 3. 8.0dB Loops	1. POTS - Parity with SBC Retail 2. UNE-P – Parity with SBC Retail POTS Business and Residence combined 3. Compared to SBC Retail POTS business and residence combined

39. Measurement (PM 39 Combines with PM 67 and PM 76)

Mean time to restore / Average Trunk Restoration Interval

Definition:

POTS/UNE-P

Average duration in calendar days / clock hours of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.

UNES/EELS and Specials

Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

Interconnection Trunks

Average time to repair interconnection trunks. This measure is based on calendar days.

Exclusions:

- Subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- CLEC excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.
- Exclude Tickets where the CLEC did not take the first available commitment time until SBC has the ability to exclude no access and delayed maintenance for POTS (WFA Conversion is expected to take place by the end of 2005).
- Exclude Vendor meets
- No Access Time
- Delayed Maintenance Time
- Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (does not apply to POTS)
- Exclude Loops without test access – BRI
- DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as identified 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.
- Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC

Business Rules:**POTS and UNE-Ps**

The clock starts on the date and time SBC receives a trouble report. The clock stops on the date and time that SBC personnel clear the repair activity and complete the trouble report.

Specials

The start time is when the customer report is received and the stop time is when the report is closed. Specials are selected based on a specific service code off of the circuit ID.

UNEs/EELS

The start time is when the report is received. The stop time is when the report is cleared in the appropriate system.

Interconnection Trunks

The data is reported at a circuit level. Interconnection Trunks are selected based on the circuit being identified as a message type circuit. Start time is when the CLEC reports trouble and stop time is when SBC notifies the CLEC of service restoral.

Calculation: $\sum[(\text{Date and time SBC clears ticket with the})$ **Report Structure:**

Reported by CLEC, all CLECs and SBC, by

<p>CLEC) - (Date and time ticket or trouble report is received)] ÷ Total network customer trouble reports</p> <p>Total trunk outage duration ÷ total trunk trouble reports</p>	<p>market area for parity measures and by state for benchmark measures.</p>
Disaggregations and Benchmarks:	
<p>1. <u>POTS</u></p> <ul style="list-style-type: none"> - Affecting Service - Out of Service <ul style="list-style-type: none"> - Dispatch - No Dispatch <ul style="list-style-type: none"> - Residence - Business <p>2. <u>UNE-P</u></p> <ul style="list-style-type: none"> - Affecting Service - Out of Service <ul style="list-style-type: none"> - Dispatch - No Dispatch <ul style="list-style-type: none"> - Residence UNE-P - Business UNE-P <p>3. <u>8.0dB Loops</u></p> <ul style="list-style-type: none"> - Dispatch - No Dispatch <p><u>Specials Resale/UNE</u></p> <p>4. DS0 (DDS, VGPL, 5 db Loops, switch ports)</p> <p>5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport)</p> <p>6. ISDN & BRI (resale, loops and ports)</p> <p>7. DSL and Line Splitting</p> <p>8. Line Sharing and IDSL</p> <p>9. EELS – DS0</p> <p>10. EELS – DS1</p> <p>11. Interoffice Trunks</p>	<p>1. POTS – Parity with SBC Retail</p> <p>2. UNE-P residence – Parity with SBC Retail Residence UNE-P Business – Parity with SBC Retail Business</p> <p>3. Compared to business and residence combined</p> <p>4. 12 hours</p> <p>5. 4.5 hours (Critical Z does not apply)</p> <p>6. 12 hours</p> <p>7. 7.5 hours</p> <p>8. 7.5 hours</p> <p>9. 12 hours</p> <p>10. 4.5 (Critical Z does not apply)</p> <p>11. Parity with SBC Interoffice Trunking Network</p>

40. Measurement	
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"> Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. Excludes reports marked as "No Access" to customer premises. Excludes Affecting Service reports. 	
Business Rules:	
Customer trouble reports are cleared within 24 hours when: <ul style="list-style-type: none"> The customer report is received Monday through Friday cleared within 24 hours. The customer report is received Saturday and cleared within 48 hours. The customer report is received Sunday and cleared before midnight Monday. Holidays are excluded. 	
Calculation:	Report Structure:
$\left(\frac{\text{Count of OOS trouble reports} < 24 \text{ hours}}{\text{total number of OOS trouble reports}} \right) * 100$	Reported by CLEC, all CLECs and SBC by state.
Disaggregations and Benchmarks:	
1. <u>POTS</u> <ul style="list-style-type: none"> Business class of service Residence class of service 2. <u>UNE-P</u>	1. POTS – Parity with SBC 2. UNE-P - Parity with SBC Business and Residence combined. Note: Comparisons are used for Diagnostic purposes only.

41. Measurement (PM 41 Combined with PM 69)	
Percent Repeat Reports	
Definition:	
Percent of customer trouble reports received within X calendar days of a previous customer report. where X is 10 Days for POTS, UNE-P and 30 Days for Resale Specials and UNEs.	
Exclusions:	
<ul style="list-style-type: none"> Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. <ul style="list-style-type: none"> CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. Interconnection Trunks Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational Loops without test access – BRI DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (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. Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC. 	
Business Rules:	
Includes customer trouble reports received within X calendar days of an original customer report, where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs. When the second report is received in X 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 X 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.	
Calculation:	Report Structure:
Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within X calendar days of a previous customer report where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs ÷ total customer trouble reports not caused by CPE or wiring and excluding subsequent reports) * 100	Reported by CLEC, all CLECs and SBC, by market area for parity measures and by state for benchmark measures.
Disaggregations and Benchmarks:	
1. <u>POTS</u> <ul style="list-style-type: none"> <u>Residence</u> <u>Business</u> 2. <u>UNE-P</u> 3. <u>8.0dB Loop</u>	1. Parity With SBC Retail POTS 2. Parity with SBC Retail Pots Business and Residence Combined 3. Compared to SBC Retail POTS business and residence combined
<u>Resale Specials/UNEs:</u> 4. DS0 (DDS, VGPL, 5 db Loops, switch ports) 5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport	4. 10% 5. 15% 10% 6 months (Critical Z does not apply)

6. ISDN & BRI (resale, loops and ports)	6. 10%
7. DSL and Line Splitting	7. 7.5%
8. Line Sharing and IDSL	8. 7.5%
9. EELS – DS0	9. 10%
10. EELS – DS1	10. 15% 10% in 6 months (Critical Z does not apply)

F. Interconnection Trunks

70. Measurement:	
Percentage of Trunk Blockage	
Definition:	
Percentage of calls blocked on outgoing traffic for alternate final (AF) and direct final (DF) trunk groups from SBC end office to CLEC end office and from SBC tandem to CLEC end office.	
Exclusions:	
<ul style="list-style-type: none"> Excludes Weekends and Holidays CLECs have trunks busied-out for maintenance at their end, or have other network problems that are under their control. Blocking caused by unplanned load on a CLECs network SBC is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks, e.g. not ready to accept traffic from SBC on the due date or CLEC has no facilities or equipment at CLEC end. CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 business days (day 0 is the business day the TGSR is emailed/faxed to the CLEC) when a Call Blocking situation is identified by SBC or in the timeframe specified in the InterConnection Agreement (ICA). If CLEC does not take action upon receipt of TGSR within 10 business days (day 0 as described above) when a pre-service of 75% or greater occupancy situation is identified by SBC or in the time frame specified in the ICA. If CLEC fails to provide a forecast within the last six months unless a different timeframe is specified in an interconnection agreement. If a CLEC's actual trunk usage as shown by SBC from traffic usage studies is more than 25% above the CLEC's most recent forecast which must have been provided within the last six months. New trunk groups that have not been in service for three months may be excluded from calculations for that 3 month period. Nevertheless, utilization data will be gathered upon the turn-up of the TG. <p>The exclusions do not apply if SBC fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC 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>	
Business Rules:	
Twenty days of data consisting of blocked calls and total calls are collected, aggregated and reported.	
Calculation:	Report Structure:
$\left(\frac{\text{Count of blocked calls} - \text{excluded blocked calls}}{\text{total calls offered} - \text{excluded blocked calls}} \right) * 100$	Reported for CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> SBC end office to CLEC end office SBC tandem to end office trunk 	Blocked Calls on Dedicated Trunk Groups not to exceed blocking standard of B.01. [B.01 standard is 1%]

71. Measurement:	
Common Transport Trunk Blockage	
Definition:	
Percentage of local common transport trunk groups exceeding 2%, 1% blockage.	
Exclusions:	
No data is collected on weekends or holidays	
Business Rules:	
Common transport trunk groups that reflect blocking in excess of 2% and 1% (if a separate common transport trunk group is established to carry CLEC traffic only) using a time consistent busy hour from the four most recent weeks of data.	
Calculation:	Report Structure:
(Number of common transport trunk groups exceeding 2%, 1% blocking ÷ total common transport trunk groups) * 100.	Reported on local common transport trunk groups by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Common trunk groups where CLECs share ILEC trunks Common trunk groups for CLECs not shared by ILEC 	<ul style="list-style-type: none"> 3% of SBC common transport trunk groups not to exceed 2% blocking 3% of SBC common transport trunk groups not to exceed 1% blockage (if a separate common transport trunk group is established to carry CLEC traffic only).

73.1 Measurement	
Percentage Held Interconnection Trunks	
Definition:	
Percentage of interconnection trunk circuits held greater than 30, 60 or 90 calendar days.	
Exclusions:	
<ul style="list-style-type: none"> • Customer Caused Misses • Excludes any incremental days attributable to the CLEC after the initial SBC caused delay. 	
Business Rules:	
<p>The Customer Desired Due Date or the 21st business day after the interconnection trunk order is received by SBC, whichever is greater, starts the clock. The Completion Date is the day that SBC personnel complete the service order activity and it is accepted by the CLEC, which stops the clock. The data is collected at a circuit level. Interconnection trunks are selected based on a specific service code off of the circuit ID.</p> <p>The number of Held circuits is to be calculated by counting the number of circuits that are in held status as of the end of the reporting month. A circuit is no longer in held status once it is completed. This measure captures circuits that are currently in held status as of month-end, not circuits that were completed during the month that may have been in held status prior to completion (data related to missed due dates and delay days is captured separately in PMs 73 and 74).</p> <p>The Denominator will be completed orders plus held circuits.</p>	
Calculation:	Report Structure:
(Count of trunk circuits held for greater than 30, 60 or 90 calendar days ÷ total trunk circuits) * 100,	Reported by CLEC, all CLECs and SBC by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Interconnection Trunks by 30, 60 and 90 days 	Parity with SBC interconnection trunks. (For purposes of damages, only applicable to trunk circuits held greater than 30 days.)

G. 911

104. Measurement	
Average Time Required to Update 911 Database (Facility Based Providers)	
Definition:	
The average time it takes to update the 911 database file.	
Exclusions:	
None	
Business Rules:	
The clock starts on the date/time when the data processing starts and the clock stops on the date/time when the data processing is complete.	
Calculation:	Report Structure:
$\Sigma(\text{Date and time data processing begins} - \text{date and time data processing ends}) \div \text{total number of files}$	Reported for individual CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmarks:	
None	Parity

H. Collocation

107. Measurement	
Percentage Missed Collocation Due Dates	
Definition:	
The percentage of SBC caused missed due dates for collocation projects.	
Exclusions:	
<ul style="list-style-type: none"> Exclude any applications rejected for non-payment within the times requested under tariff Exclude if the CLEC has not submitted their second fifty percent (50%) payment prior to the due date, SBC- will exclude the job from reporting. 	
Business Rules:	
<p>The clock starts when SBC receives, in compliance with the approved tariff, return of proposed layout for space as specified in the application form from the CLEC. However, for purposes of the measure, once SBC provides a quote to a CLEC, the application is deemed to be in compliance with the approved Tariff. 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, and CLEC receives CFA/APOT information. If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies SBC 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 to complete the space per the specifications will be counted as part of the interval.</p> <p>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 and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. However, a due date extension resulting from SBC notification that it will not meet the required interval, will not be considered a change in the due date for purpose of this measure. Moreover, any change in due date requested by SBC for whatever reason will not be considered to be a change in due date for purpose of this measure. A CLEC-requested extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to:</p> <ul style="list-style-type: none"> CLEC return to SBC corrected and complete floor plan drawings. CLEC placement of required component(s). <p>If the business rules and tariff are inconsistent, the terms of the tariff will apply. If inconsistencies are identified, SBC will bring these forward for discussion at the next 6-month review.</p>	
Calculation:	Report Structure:
(count of number of SBC caused missed due dates for collocation facilities ÷ total number of collocation projects) * 100	Reported for individual CLEC and all CLECs and SBC affiliate, by state
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> New Augments <p>Note: All approved types, e.g. Cages, Cageless, etc. are now included in these)</p>	<p>95% within the due date in the SBC Kansas Interstate Tariff or if the CLEC requests a longer interval, the interval agreed to by the parties. Damages and Assessments will be calculated based on the number of days late. (Critical Z does not apply)</p>

I. Coordinated Conversions

115.2. Measurement	
Combined Outage Percentage of CHC/FDT LNP with Loop Lines Conversions	
Definition:	
Percentage of CHC/FDT LNP with Loop Lines where an outage occurs.	
Exclusions:	
<ul style="list-style-type: none"> • CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow SBC the opportunity to complete CHC/FDT LNP with Loop within the designated interval. • Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time. • CHC/FDT LNP with Loop Lines where the CLEC requests that the cut-over begin prior to the scheduled time. • Excludes Non-Measured reports (CPE, Interexchange, and Informational). • Reports for which the trouble is attributable to the SBC network (unless SBC had knowledge of the trouble prior to the due date). • Excludes no access to the end user's location. 	
Business Rules:	
An outage is defined as (1) a premature disconnect for both CHC and FDT, which occurs any time SBC begins the cut-over more than 10 minutes prior to the scheduled start time, and (2) an excessive duration for CHC or FDT (where the CHC or FDT LNP with Loop Lines are not completed by SBC within the established provisioning intervals, and (3) a CHC or FDT PTR (where the CLEC submits a trouble report on the day of conversion, or before noon on the next business day).	
Calculation:	Report Structure:
(Count of outages ÷ total coordinated conversions) * 100	Reported by CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Enhanced Daily Process (Includes original CHC.FDT for LNP with DSL compatible loop) • Defined Batch Process • Bulk Batch Process 	2% 2% 2%

J. NXX

117. Measurement
Percent NXXs loaded and tested by the LERG effective date
Definition:
Measures the percent of NXX(s) loaded and tested in the end office and/or tandem switches by the LERG effective date
Exclusions:

<ul style="list-style-type: none"> • Requests from CLECs where no signed Interconnection Agreement exists • Requests from CLECs where their Infrastructure is not complete preventing us from performing the appropriate testing to establish the NXX • Requests by CLECs where an appropriate test number has not been provided to perform required testing to establish the NXX 	
Business Rules:	
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s) where an appropriate point of interconnection was not established prior to the LERG effective date. Data for additional NXXs in the local calling area will be based on the LERG effective date.	
Calculation:	Report Structure:
(Total count of NXXs loaded and tested by LERG date, or interconnection date ÷ total NXXs loaded and tested) * 100	Reported by CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmarks:	
• None	Parity

K. Bona Fide/Special Request Process (BFRs)

120. Measurement	
Percentage of Requests Processed Within 30 Business Days	
Definition:	
Percentage of Bona fide/Special requests processed and preliminary analysis or denial notices provided to the customer within 30 business days of receipt of BFR.	
Exclusions:	
Excludes weekends and holidays.	
Business Rules:	
The clock starts when SBC receives the application. The clock stops when SBC responds with the preliminary analysis or denial notification.	
Calculation:	Report Structure:
(Count of number of requests processed within 30 days ÷ total number of requests) * 100	Reported by CLEC, all CLECs, and SBC affiliate, by state.
Disaggregations and Benchmarks:	
None	90% within 30 business days. (Critical Z does not apply) Note: Benchmark is provided for Diagnostic purposes only

124. Measurement	
Timely Resolution of Significant Software Failures Related to Releases	
Definition:	
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.	
Exclusions:	
Errors 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)	
Business Rules:	
<p>Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to SBC or receive back from SBC order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.</p> <p>SBC cannot reasonably determine how a given software release issue impacts all CLECs. Therefore, self-reporting by the CLEC is necessary. SBC will proactively determine and report impacted CLECs if the software problem impacts all LSRs in the major categories of RESALE:</p> <ul style="list-style-type: none"> UNE-P UNE Loop DSL Capable Loops DSL with Line Sharing LNP only <p>In this case, SBC will determine if these major categories represent 10% or more of the CLEC's LSRs based on PM5 results for the prior month.</p>	
Calculation:	Report Structure:
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100	By CLEC
Disaggregations and Benchmarks:	
• None	95% completed within 48 hours or 2 days. (Critical Z does not apply)

DUE DATE INTERVAL MATRIX

PRODUCT	QUANTITY	INTERVAL (DAYS)
UNE:		
8.0 dB Loop w/wo enhanced daily batch hot cuts	1 – 10	3
	11 – 20	7
	21+	10
8.0 dB Loop with defined batch cut process	As defined	13
8.0 dB Loop with bulk batch cut process	As defined	Negotiate
5.0 dB Loop	1 – 10	3
	11 – 20	7
	21+	10
BRI Loop	1 -10	4
	11 – 20	10
	21+	Negotiate
DS1 Loop	1 – 20	5
	21+	Negotiate
Analog Line Port	ALL	2
Analog Trunk Port	ALL	2
DS1 Dedicated Transport	1 – 20	5
	21+	Negotiate
DS3 Dedicated Transport	1 – 20	5
	21+	Negotiate
ISDN – PRI Loop	1 – 20	5
	21+	10
Dark Fiber	1 – 20	5
	21+	Negotiate
Standalone INP	1 – 10	3
	11 – 20	7
	21+	10
DSL No-Line Sharing – Conditioned	ALL	10
DSL No-Line Sharing – Non-Conditioned	ALL	5
DSL Line Sharing – Conditioned	1 – 24	10
	25+	Negotiate
DSL Line Sharing – Non-Conditioned	1 – 24	3
	25+	Negotiate
Voice Over Data – Conditioned	ALL	10
Voice Over Data – Non-Conditioned	ALL	5
OCn – Loop	1 – 20	25Negotiate
	21+	
DSL with Line Splitting	1 – 20	5
	21+	Negotiate
EELS	1 – 20	5
	21+	Negotiate
Subtending Digital Direct Trunks	ALL	3
DS1 Digital Trunk Port DID	ALL	8

RESOLD SPECIALS:		
DDS	1 – 8 9+	7 Negotiate
DS1	1 – 5 6+	7 Negotiate
DS3	ALL	Negotiate
VGPL	1 – 8 9 – 16 17 – 24 25+	5 7 9 Negotiate
BRI - RES	1 – 8 9+	10 Negotiate
- BUS	1 – 8 9+	5 Negotiate
PRI	24 – 120 121+	9 Negotiate
UNE-P ISDN	1 – 8 9+	5 Negotiate
OCn	ALL	Negotiate