

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 This Appendix sets forth the measurements, if met by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC), that would be deemed sufficient to demonstrate the provision of non-discriminatory access to SBC ILLINOIS' or SBC OHIO's (as the case may be) Operations Support Systems (OSS) and each of the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, inc. d/b/a SBC Wisconsin.
- 1.3 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.4 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.5 As used herein, Service Bureau Provider means a company which has been engaged by a Competitive Local Exchange Carrier (**CLEC**) to act as its agent for purposes of accessing SBC-ILLINOIS' owned ILEC's OSS application-to-application interfaces.
- 1.6 As used herein, in Illinois, Merger Conditions shall mean those conditions related to the SBC/Ameritech merger ordered under the Illinois Commerce Commission Docket Number 98-0555.
- 1.7 As used herein, in Ohio, Merger Conditions shall mean those conditions related to the SBC/Ameritech merger ordered under the Public Utility Commission of Ohio Stipulation And Recommendation Case number 98-1082-TP-AMT.
- 1.8 As used herein, Collaborative Process shall mean the performance measurement collaborative process established pursuant to the Merger Conditions.
- 1.9 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect any party's rights and obligations. Neither the existence of any particular performance measure, nor the language describing that measure, shall constitute evidence that any CLEC is entitled to any particular manner of access, nor is it evidence that SBC ILLINOIS/SBC OHIO is limited in the manner by which it may provide any particular manner of access. The parties agree that each and every of the CLEC's rights and obligations to such access are defined other than in this Appendix, such as, for example, relevant laws, FCC and state commission decisions/regulations, tariffs, and the interconnection agreement to which this Appendix is attached.
- 1.10 The measurement data herein shall be collected, reported and used to calculate payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.

2. RESULTS OF COLLABORATIVE PROCESS REMEDY PLAN

- 2.1 The parties agree that the performance measurements, remedy plans and Business Rules as set forth in the Merger Conditions and developed under the Collaborative Process, shall be incorporated, when finalized, into this Agreement by reference. Subject to 2.2 below, the parties agree to accept and abide by the Performance Measurement Remedy Plan and Schedule, and the state-specific Business Rules, as ordered by the Illinois Commerce Commission (ICC), and as posted on SBC ILLINOIS's Internet website as

of the effective date of this Agreement. SBC Illinois/SBC Ohio agrees to maintain the website in accordance with the resolutions achieved within the Collaborative Process. The Parties shall abide by the opt-in and/or amendment procedures included in this plan or required by the FCC in the approval of such plan.

- 2.2 The parties agree that performance measurements, remedies and Business Rules may be revised through the Collaborative Process by the Illinois Commerce Commission, and the parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized. In the event a party disputes the adoption of a proposed revision from the Collaborative Process, the party seeking such adoption may raise the issue with the state Commission for resolution. Until a final state Commission order resolving the issue is effective, the parties agree to abide by the performance measures, remedy plans and Business Rules implemented by SBC in response to the Collaborative Process as then posted on SBC's Internet website. Each party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from such state Commission order, and this Appendix compliance with and implementation of any such order shall not represent a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the performance measures and remedy plan.
- 2.3 In addition to the exclusions described in the performance measures and remedy plans developed within the Collaborative Process, SBC ILLINOIS/SBC OHIO ordered by the Illinois Commerce Commission, SBC ILLINOIS shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from proximately caused by the actions of a Service Provider Bureau Provider acting as CLEC's agent for connection to SBC-LEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.