

## APPENDIX DATA EXCHANGE FOR THE DISTRIBUTION OF INTRALATA MESSAGE DETAIL AND/OR THE SETTLEMENT OF INTRALATA MESSAGE REVENUE

This Appendix is for the Settlement of Non-Calling Card and Third Number Settlement ("CATS") System Messages ("Appendix").

WHEREAS, the Parties desire to settle all Non-CATS Messages as set forth in this Appendix; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

### 1. DEFINITIONS

- 1.1 "**Bellcore Client Company**" means SBC NEVADA and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.
- 1.2 "**CMDS Host**" means the Bellcore Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute end user message detail through CMDS and, where applicable, to settle end user message detail through BOC CATS.
- 1.3 "**Calling Card and Third Number Settlement**" ("**CATS**") means that part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Bellcore Client Company territory and is billed to an end user in another Bellcore Client Company territory.
- 1.4 "**Centralized Message Data System I**" ("**CMDS**") means the industry-wide data collection system located in Missouri, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS direct participants). SBC NEVADA is a CMDS direct participant.
- 1.5 "**Customer Calling Card Messages**" means messages where (i) the charges are billed to a telecommunications line number based calling card issued by Customer, (ii) the Transporting LEC is SBC NEVADA, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.6 "**Customer Collect Messages**" means messages where the charges are billed to the called end user who is a Customer Subscriber and where the Transporting LEC is SBC NEVADA.
- 1.7 "**Customer Non-CATS Messages**" means Customer Collect Messages, Customer Calling Card Messages and/or Customer Third Number Billed Messages as those terms are defined herein.
- 1.8 "**Customer Subscriber**" means an end user who has authorized Customer to provide the end user with local exchange service in Nevada or who has billed an intraLATA call to a telecommunications calling card that is based on a Nevada telephone number issued by the Customer.
- 1.9 "**Customer Third Number Billed Message**" means messages where (i) the charges are billed to a Customer Subscriber's telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is SBC NEVADA, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.10 "**Local Access and Transport Area**" ("**LATA**") are those designated areas approved by the United States District Court for the District of Columbia in United States of America v. American Telephone and Telegraph Company, et al., Civil Action Nos. 74-1698 and 82-0192.
- 1.11 "**Local Exchange Carrier**" ("**LEC**") means a carrier authorized to provide local, exchange access and intraLATA toll services.

- 1.12 "SBC NEVADA Calling Card Messages" means messages where (i) the charges are billed to a telecommunications line number based calling card issued by SBC NEVADA, (ii) the Transporting LEC is Customer, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.13 "SBC NEVADA Collect Messages" means messages where the charges are billed to the called end user who is a SBC NEVADA Subscriber and where the Transporting LEC is Customer.
- 1.14 "SBC NEVADA Non-CATS Messages" means SBC NEVADA Collect Messages, SBC NEVADA Calling Card Messages and/or SBC NEVADA Third Number Billed Messages as those terms are defined herein.
- 1.15 SBC NEVADA Subscriber means an end user who has authorized SBC NEVADA or who has billed an intraLATA call to a telecommunications calling card issued by SBC NEVADA.
- 1.16 "SBC NEVADA Third Number Billed Messages" means messages where (i) the charges are billed to a SBC NEVADA Subscriber's telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is Customer, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.17 "Transporting LEC" means the LEC on whose network an end user originates a call.

## 2. SCOPE OF AGREEMENT

- 2.1 This Appendix specifies the rights and obligations of the Parties with respect to (i) the distribution and/or settlement of Customer Non-CATS Messages where SBC NEVADA and (ii) the settlement of SBC NEVADA Non-CATS Messages where Customer is the Transporting LEC.
- 2.2 This Appendix includes the following Exhibits which are incorporated herein by this reference:
- 2.2.1 Exhibit A - Rate Schedule
- 2.2.2 Exhibit B - Non-CMDS Outcollect Report
- 2.3 Except as expressly provided otherwise, the definitions set forth in Section 1 above shall govern all parts of this Appendix.

## 3. DESCRIPTION OF SERVICES

- 3.1 SBC NEVADA shall forward Customer Non-CATS Messages to Customer. SBC NEVADA shall forward Rejected Messages and Unbillable Messages as defined in Section 4.4 below, to Customer. All message detail shall be EMI industry standard format agreed upon by the Parties and shall be exchanged at agreed upon intervals.
- 3.1.1 Customer shall obtain a dedicated RAO code. The RAO code will be used to exchange messages between Customer and SBC NEVADA. Customer shall inform SBC NEVADA whether Customer is designating itself or an agent for receipt of Customer's messages by completing SBC NEVADA's "Technical Requirements" packet. Thereafter, Customer may change its designation only by completing a new SBC NEVADA "Technical Requirement" packet. Customer may not designate more than one entity to receive its Messages under this Appendix. If Customer has executed a Meet Point Billing ("MPB") agreement with SBC NEVADA and has informed SBC NEVADA of Customer's designation under this Appendix, Customer may not make a different designation under the Appendix, and the designation under the MPB agreement will apply to the Messages governed hereunder. Customer expressly understands that all of its Messages – both under this Appendix and its MPB agreement – must be directed to a single entity.
- 3.2 Customer shall forward SBC NEVADA Non-CATS Messages to SBC NEVADA. Customer shall forward Unbillable Messages as defined in Section 4.2 below, to SBC NEVADA. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.
- 3.3 SBC NEVADA and Customer shall exercise good faith efforts to bill and collect all amounts due from its Subscribers for messages distributed under this Appendix. SBC NEVADA and Customer warrant that the

billing and collection for messages distributed under this Appendix shall be at a performance level no less than the party uses for the billing of its own local exchange services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services. SBC NEVADA and Customer further agree that the billing and collection process for messages distributed under this Appendix shall comply with all relevant legal, regulatory and legislative authorities.

- 3.4 The exchange of detail messages between SBC Nevada and Customer shall be based on any mutually acceptable medium...

#### 4. SETTLEMENT ARRANGEMENT

- 4.1 For Customer Non-CATS Messages billed to Customer Subscribers that SBC NEVADA forwards to Customer, SBC NEVADA shall calculate the amount due based on the following formula:

Rated Value of Customer Non-CATS Messages

- Rejected/Unbillable Messages
- Customer Billing Charge

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= Amount Due SBC NEVADA

- 4.2 As used in Subsection 4.1 above the following terms are defined as set forth below:

4.2.1 Rated Value of Customer Non-CATS Messages means the total computed charges for Customer Non-CATS based on the Transporting LEC's schedule of rates.

4.2.2 Rejected Messages means the rated value of Customer Non-CATS Messages that failed to pass the edits within the CMDS system and were returned to SBC NEVADA.

4.2.3 Unbillable Messages means the rated value of Customer Non-CATS Messages that were not billable to a Customer Subscriber because of missing information in the billing record or other billing error, not the result of an error by Customer or Customer's CMDS Host, that are returned in a timely fashion to SBC NEVADA.

4.2.4 Customer Billing Charge means the Customer per message billing rate, as set forth in Exhibit A, times the number of Customer Non-CATS Messages forwarded by SBC NEVADA.

- 4.3 For SBC NEVADA Non-CATS messages billed to SBC NEVADA Subscribers that Customer forwards to SBC NEVADA, Customer shall calculate the amount due based on the following formula:

Rated Value of SBC NEVADA Non-CATS Messages

- Unbillable Messages
- SBC NEVADA Billing Charge

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= Amount Due Customer

- 4.4 As used in Subsection 4.3 above the following terms are defined as set forth below:

4.4.1 Rated Value of SBC NEVADA Non-CATS Messages means the total computed charges for SBC NEVADA Non-CATS Messages based on Customer's schedule of rates.

4.4.2 Unbillable Messages means the rated value of SBC NEVADA Non-CATS Messages that were not billable to a SBC NEVADA Subscriber because of missing information in the billing record or other billing error, not the result of an error by SBC NEVADA, that are returned by SBC NEVADA in a timely fashion to Customer.

4.4.3 SBC NEVADA Billing Charge means the SBC NEVADA per message billing rate, as set forth in Exhibit A, times the number of SBC NEVADA Non-CATS Messages received by SBC NEVADA.

- 4.5 Within 15 business days following the end of each calendar month, SBC NEVADA shall provide Customer with a Non-CMDS Outcollect in the form of Exhibit B. The report shall include the following information:

- Customer Non-CATS Messages (by number and associated rated value) forwarded by SBC NEVADA;

- Customer Non-CATS Messages (by number and associated rated value) returned to SBC NEVADA as Rejected and Unbillable Messages;
  - Amount Due SBC NEVADA, as set forth in Subsection 4.1 above.
- 4.6 Customer shall have 30 days from receipt of the Non-CMDS Outcollect Report to pay the Amount Due penalty free. Payments shall be made by check unless otherwise agreed by the Parties.
- 4.6.1 If the due date falls on a Saturday, Sunday or bank holiday, the due date shall be the first non-holiday day following such Saturday, Sunday or bank holiday.
- 4.6.2 Any payment received after the due date shall be subject to a Late Payment Charge. The Late Payment Charge shall be the portion of the Amount Due SBC NEVADA received after the payment date-times a late factor. The late factor shall be a 0.05% daily charge, not compounded, or as otherwise mandated by regulatory or governmental authorities. Any Late Payment Charge shall be included in the next applicable payment.
- 4.6.3 Should Customer dispute any portion of the amount due, Customer shall notify SBC NEVADA in writing of the nature and basis of the dispute as soon as possible and prior to the due date. The Parties shall use their best efforts to resolve the dispute prior to the due date.

## EXHIBIT A RATE SCHEDULE

Customer Billing Charge	\$ .05 per message
<u>SBC NEVADA</u> Billing Charge	\$ .05 per message

## EXHIBIT B

Billed By Company (e.g. XYZ)

## NON-CMDS OUTCOLLECTS

(LC46 Report)

OCN:-----

	INTRA		INTERSTATE		INTRA		INTRASTATE	
	# Msgs.	\$'s	# Msgs.	\$'s	# Msgs.	\$'s	# Msgs.	\$'s
Revenue Exch. Rclds								
- Collectibles	10	50.00	0	0	1000	10,000.00	10	10.00
- Billing and Collection (.05 per message)		(\$ .50)				(\$ 50.00)		(\$ .50)
Recording Services	15		11		22		19	
Sub-Total	26	\$52.00	11	0	1032	\$10,010.00	29	\$9.50
Msg. Processing charge @ .014 per msg.		\$ .26		\$ .11		\$ 10.32		\$ .29
Total		\$52.26		\$ .11		\$10,020.32		\$ 9.79
	# Messages	MOU	# Messages	MOU	#	MOU	# Messages	MOU
Access/Interconnection								
- CABS – MOU	50	100	0	0	850	19,450	5	60
- CABS Cancel	2		0	0	35	120	0	
End User Billing								
- 800 Service	1		0	0	72	15	2	0
- Errored Returns	50							
- Other Services	0	0	0	0	60	45		

## NOTES:

- Assumption is that all settlements will be handled as Net-Settlements
- One report will be created for each tape transmitted and a copy will be sent with each tape.
- A monthly summary will be created. Work effort 8852

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## APPENDIX PERFORMANCE MEASUREMENTS

### 1. INTRODUCTION

- 1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, 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.
- 1.2 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.3 The Public Utilities Commission of Nevada (the "PUCN"), pursuant to NRS 704.281 and NAC 704.6803 et seq., has adopted a Performance Measurement Plan and Performance Incentives Plan ("PMP/PIP") for **SBC NEVADA**. Under the PMP/PIP, **SBC NEVADA** is obligated to make payments ("Incentive Payments") to CLECs in the event **SBC NEVADA** does not satisfy its performance measurement standards set forth in the PMP/PIP. The Commission has determined that the amount of each Incentive Payment is reasonable and sufficient to encourage competition or discourage discriminatory conduct. Incentive Payments are self-executing. That is, CLEC need not engage in either protracted or contentious litigation in order to enforce its ability to obtain inputs from **SBC NEVADA** in a manner that affords CLEC a meaningful opportunity to compete.
- 1.4 As used herein, "**Service Bureau Provider**" means a company that has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC's OSS application-to-application interfaces.
- 1.5 The performance measurement contained in the PMP/PIP, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular service performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC NEVADA** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this Interconnection Agreement.
- 1.6 Except as otherwise provided herein, the PMP/PIP, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the Parties. In the event that the PUCN orders **SBC NEVADA** to make liquidated damage/remedies payments to CLEC for failure to meet any service performance measurement in a proceeding binding on both Parties, the Parties agree to incorporate Commission-ordered liquidated damage/remedies payments into this Agreement once the decision approving such remedies becomes final and any appeals are exhausted (unless otherwise agreed by the Parties). The Parties expressly reserve all of their rights to challenge any liquidated damage/remedies payment, including but not limited to the right to oppose any such order and associated contract provision because liquidated damage/remedies provisions must be voluntarily agreed to and **SBC NEVADA** does not at this time so agree.
- 1.7 In addition to the exclusions described in the PMP/PIP, **SBC NEVADA** shall not be obligated to pay liquidated damages/remedies or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to SBC-owned ILEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

## 2. EXCLUSIVE REMEDY

- 2.1 Incentive Payments shall be the sole and exclusive remedy of CLEC for SBC NEVADA failure to meet the performance obligations set forth in the PMP/PIP; provided, however, that this provision shall not be construed to prevent CLEC from seeking relief under federal or state antitrust laws, applicable consumer protection statutes, or Section 271(d)(6) of the Telecommunications Act of 1996 (the "Act").

# APPENDIX-PRICING (OHIO)

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## APPENDIX PRICING (OHIO)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC 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.
- 1.4 Replacement of Non-Interim Rates

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

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

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

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

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

1.7 Notice to Adopting CLECs

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

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

For Loops:

<u>Access Area:</u>	<u>Total Access Lines:</u>
B	See: Tariff 20, Part 4, Section 1, Sheets 1-47
C	See: Tariff 20, Part 4, Section 1, Sheets 1-47
D	See: Tariff 20, Part 4, Section 1, Sheets 1-47

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

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

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

## 2. RECURRING CHARGES

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

- term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.
- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
  - 2.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SBC OHIO will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC OHIO will round up to the next whole mile before determining the mileage and applying rates.

### 3. NON-RECURRING CHARGES

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

### 4. BILLING

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

Line	OHIO - Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
2	<b>NETWORK ELEMENTS</b>			
3	<b>Loops</b>			
4	2-Wire Analog - Metro (Access Area B)	U2HXB	\$ 9.46	See NRC prices below
5	2-Wire Analog - Suburban (Access Area C)	U2HXC	\$ 12.52	See NRC prices below
6	2-Wire Analog - Rural (Access Area D)	U2HXD	\$ 13.65	See NRC prices below
7	2-Wire Ground Start, Analog - Metro (Access Area B)	U2JXB	\$ 8.61	See NRC prices below
8	2-Wire Ground Start, Analog - Suburban (Access Area C)	U2JXC	\$ 13.50	See NRC prices below
9	2-Wire Ground Start, Analog - Rural (Access Area D)	U2JXD	\$ 14.72	See NRC prices below
10	2-Wire Ground Start, DID Business - Metro (Access Area B)	U2WXB	\$ 8.61	See NRC prices below
11	2-Wire Ground Start, DID Business - Suburban (Access Area C)	U2WXC	\$ 13.50	See NRC prices below
12	2-Wire Ground Start, DID Business - Rural (Access Area D)	U2WXD	\$ 14.72	See NRC prices below
13	2-Wire COPTS Coin - Metro (Access Area B)	U2CXB	\$ 8.67	See NRC prices below
14	2-Wire COPTS Coin - Suburban (Access Area C)	U2CXC	\$ 13.76	See NRC prices below
15	2-Wire COPTS Coin - Rural (Access Area D)	U2CXD	\$ 14.99	See NRC prices below
16	2-Wire EKL - Metro (Access Area B)	U2KXB	\$ 9.46	See NRC prices below
17	2-Wire EKL - Suburban (Access Area C)	U2KXC	\$ 17.15	See NRC prices below
18	2-Wire EKL - Rural (Access Area D)	U2KXD	\$ 18.50	See NRC prices below
19	Conditioning for dB Loss			See NRC prices below
20	4-Wire Analog - Metro (Access Area B)	U4HXB	\$ 17.75	See NRC prices below
21	4-Wire Analog - Suburban (Access Area C)	U4HXC	\$ 29.31	See NRC prices below
22	4-Wire Analog - Rural (Access Area D)	U4HXD	\$ 31.81	See NRC prices below
23	2-Wire Digital - Metro (Access Area B)	U2QXB	\$ 10.49	See NRC prices below
24	2-Wire Digital - Suburban (Access Area C)	U2QXC	\$ 17.10	See NRC prices below
25	2-Wire Digital - Rural (Access Area D)	U2QXD	\$ 18.96	See NRC prices below
26	DS1 - Metro (Access Area B)	4U1XB	\$ 31.77	
27	DS1 - Suburban (Access Area C)	4U1XC	\$ 46.79	
28	DS1 - Rural (Access Area D)	4U1XD	\$ 50.38	
29	DS3 - Metro (Access Area A)	U4D3A	\$ 335.08	
30	DS3 - Suburban (Access Area B)	U4D3B	\$ 409.73	
31	DS3 - Rural (Access Area C)	U4D3C	\$ 523.90	
32				
33	<b>DSL Capable Loops</b>			
34	<b>2-Wire xDSL Loop</b>			
35	PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	2SLA1	\$ 9.46	See NRC prices below
36	PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	2SLA2	\$ 12.52	See NRC prices below
37	PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	2SLA3	\$ 13.65	See NRC prices below
38				
39	PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	2SLC1	\$ 9.46	See NRC prices below
40	PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	2SLC2	\$ 12.52	See NRC prices below
41	PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	2SLC3	\$ 13.65	See NRC prices below
42				
43	PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	2SLB1	\$ 9.46	See NRC prices below
44	PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	2SLB2	\$ 12.52	See NRC prices below
45	PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	2SLB3	\$ 13.65	See NRC prices below
46				
47	PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	2SLD1	\$ 9.46	See NRC prices below
48	PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	2SLD2	\$ 12.52	See NRC prices below
49	PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	2SLD3	\$ 13.65	See NRC prices below
50				
51	PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	UWRA1	\$ 9.46	See NRC prices below
52	PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	UWRA2	\$ 12.52	See NRC prices below
53	PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	UWRA3	\$ 13.65	See NRC prices below
54				
55	PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	2SLF1	\$ 9.46	See NRC prices below
56	PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	2SLF2	\$ 12.52	See NRC prices below
57	PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	2SLF3	\$ 13.65	See NRC prices below
58	<b>4-Wire xDSL Loop</b>			
59	PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	4SL11	\$ 17.75	See NRC prices below
60	PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	4SL12	\$ 29.31	See NRC prices below
61	PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	4SL13	\$ 31.81	See NRC prices below
62	<b>IDSL Capable Loop</b>			
63	IDSL Loop Access Area B - Metro	UY5FB	\$ 6.38	See NRC prices below
64	IDSL Loop Access Area C - Suburban	UY5FC	\$ 9.34	See NRC prices below
65	IDSL Loop Access Area D - Rural	UY5FD	\$ 10.79	See NRC prices below
66				
67	<b>Loop Non-Recurring Charges</b>			
68	Service Ordering - Per Order	SEPUP	N/A	\$ 16.02 N/A
69	Service Ordering - Add/Change Per Order	REAH9	NA	\$ 16.02 N/A
70	Line Connection - Per Loop	SEPUC	N/A	\$ 30.61 N/A
71	Line Connection - Add/Change Per Loop	REAH5	NA	\$ 30.61 N/A
72	<b>Loop Non-Recurring Charges (DS3 Loops)</b>			
73	DS3 - Administrative	NR90Y	N/A	\$ 205.57 N/A
74	DS3 - Design & Central Office	NR901	N/A	\$ 643.36 N/A
75	DS3 - Customer Connection	NR903	N/A	\$ 219.32 N/A
76				
77	<b>Service Coordination fee per account, per CO.</b>		\$ 0.48	
78				
79	<b>LST</b>			

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

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
80		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	\$ 172.76
81		Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A	\$ 153.03
82					
83		<b>Loop Qualification Process</b>			
84	**	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10 N/A
85	**	Loop Qualification Process - Manual	NRBXU	N/A	\$ 22.50 N/A
86					
87	**	Interim loop qualification rates ordered by the PUCO in Docket Nos. 96-922-TP-UNC and 00-1368-TP-ATA, on March 13, 2003 and shall be subject to			
88		retroactive true-up upon the establishment of final rate(s) by the PUCO back to the later of: (1) March 13, 2003; (2) the effective date of this Agreement; or			
89		(3) the effective date of the Amendment incorporating this Pricing Schedule into the Agreement.			
90					
91		<b>xDSL Conditioning Options</b>			
92					
93	***	DSL Generic Conditioning all PSD's > 0KFT and < 17.5 KFT	NRMN6	N/A	\$ 10.28 N/A
94	***	DSL Generic Conditioning all PSD's > 17.5 KFT	NRMN7	N/A	\$ 66.10 N/A
95					
96	***	<b>DSL Conditioning Options - &gt;12KFT and &lt; 17.5KFT</b>			
97	***	Removal of Repeater Options	NRBXV	N/A	\$0.00 N/A
98	***	Removal Bridged Tap Option	NRBXW	N/A	\$0.00 N/A
99	***	Removal of Load Coil	NRBXZ	N/A	\$0.00 N/A
100	***	<b>DSL Conditioning Options - &gt;17.5KFT in addition to the rates for &gt; 12KFT and &lt; 17.5KFT</b>			
101	***	Removal of Repeater Options	NRBNL	N/A	\$0.00 N/A
102	***	Removal Bridged Tap Option	NRBNK	N/A	\$0.00 N/A
103	***	Removal of Load Coil	NRBNJ	N/A	\$0.00 N/A
104	***				
105					
106	***	On March 13, 2003, the PUCO established the following interim, non-recurring loop conditioning rates which shall apply to each CLEC in OH who ordered/orders			
107		an xDSL capable loop, the HFPL and/or the HFPCL, subject to retroactive true-up upon the PUCO's establishment of final rates: For loops 17,500 feet in actual			
108		loop length or less: \$10.28; and for loops greater than 17,500 feet in actual loop length: \$66.10 ("Interim PUCO Rates"). However, due to necessary programming			
109		changes, these Interim PUCO Rates will not be implemented in OH until in or around December 2003. When implemented, the Parties acknowledge and agree that			
110		the Interim PUCO Rates shall automatically apply to this Agreement and shall replace the loop conditioning rates set forth hereinabove effective back to			
111		March 13, 2003 ("Rate Effective Date"); and shall apply on a prospective basis until the			
112		establishment of final rate(s) by the PUCO. Upon the PUCO's establishment of final loop rate(s), the Interim PUCO Rates shall be subject to retroactive true-up			
113		with the PUCO final loop conditioning rate(s) back to the Rate Effective Date.			
114					
115		<b>Remove All or Non-Excessive Bridged Tap (RABT) - MMP</b>			
116		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	\$ 245.00
117		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None	\$ 634.27
118		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element in	NRMRS	None	\$ 245.00
119		Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	None	\$ 245.00
120					
121					
122		<b>SUB-LOOPS</b>			
123	##	ECS to SAI sub-loop			
124	##	2 Wire Analog - area B	PENDING	\$ 1.77	See NRC prices below
125	##	2 Wire Analog - Area C	PENDING	\$ 1.72	See NRC prices below
126	##	2 Wire Analog - area D	PENDING	\$ 1.68	See NRC prices below
127	##	4 Wire Analog - area B	PENDING	\$ 3.55	See NRC prices below
128	##	4 Wire Analog - area C	PENDING	\$ 3.45	See NRC prices below
129	##	4 Wire Analog - area D	PENDING	\$ 3.37	See NRC prices below
130	##	2 Wire DSL - area B	PENDING	\$ 1.77	See NRC prices below
131	##	2 Wire DSL - area C	PENDING	\$ 1.70	See NRC prices below
132	##	2 Wire DSL - area D	PENDING	\$ 1.66	See NRC prices below
133	##	4 Wire DSL - area B	PENDING	\$ 3.54	See NRC prices below
134	##	4 Wire DSL - area C	PENDING	\$ 3.40	See NRC prices below
135	##	4 Wire DSL - area D	PENDING	\$ 3.33	See NRC prices below
136	##	ECS to Terminal sub-loop			
137	##	2 Wire Analog - area B	PENDING	\$ 3.39	See NRC prices below
138	##	2 Wire Analog - Area C	PENDING	\$ 4.54	See NRC prices below
139	##	2 Wire Analog - area D	PENDING	\$ 5.83	See NRC prices below
140	##	4 Wire Analog - area B	PENDING	\$ 6.78	See NRC prices below
141	##	4 Wire Analog - area C	PENDING	\$ 9.09	See NRC prices below
142	##	4 Wire Analog - area D	PENDING	\$ 11.66	See NRC prices below
143	##	2 Wire DSL - area B	PENDING	\$ 3.39	See NRC prices below
144	##	2 Wire DSL - area C	PENDING	\$ 4.52	See NRC prices below
145	##	2 Wire DSL - area D	PENDING	\$ 5.81	See NRC prices below
146	##	4 Wire DSL - area B	PENDING	\$ 6.77	See NRC prices below
147	##	4 Wire DSL - area C	PENDING	\$ 9.04	See NRC prices below
148	##	4 Wire DSL - area D	PENDING	\$ 11.62	See NRC prices below
149	##	ECS to NID sub-loop			
150	##	2 Wire Analog - area B	PENDING	\$ 6.03	See NRC prices below
151	##	2 Wire Analog - Area C	PENDING	\$ 7.29	See NRC prices below
152	##	2 Wire Analog - area D	PENDING	\$ 8.60	See NRC prices below
153	##	4 Wire Analog - area B	PENDING	\$ 9.41	See NRC prices below
154	##	4 Wire Analog - area C	PENDING	\$ 12.44	See NRC prices below
155	##	4 Wire Analog - area D	PENDING	\$ 15.12	See NRC prices below

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
156	##	2 Wire DSL - area B	PENDING	\$ 6.03	See NRC prices below
157	##	2 Wire DSL - area C	PENDING	\$ 7.27	See NRC prices below
158	##	2 Wire DSL - area D	PENDING	\$ 8.58	See NRC prices below
159	##	4 Wire DSL - area B	PENDING	\$ 9.41	See NRC prices below
160	##	4 Wire DSL - area C	PENDING	\$ 12.40	See NRC prices below
161	##	4 Wire DSL - area D	PENDING	\$ 15.08	See NRC prices below
162	##	SAI to Terminal sub-loop			
163	##	2 Wire Analog - area B	PENDING	\$ 2.08	See NRC prices below
164	##	2 Wire Analog - Area C	PENDING	\$ 3.30	See NRC prices below
165	##	2 Wire Analog - area D	PENDING	\$ 4.63	See NRC prices below
166	##	4 Wire Analog - area B	PENDING	\$ 4.16	See NRC prices below
167	##	4 Wire Analog - area C	PENDING	\$ 6.59	See NRC prices below
168	##	4 Wire Analog - area D	PENDING	\$ 9.27	See NRC prices below
169	##	2 Wire DSL - area B	PENDING	\$ 2.07	See NRC prices below
170	##	2 Wire DSL - area C	PENDING	\$ 3.27	See NRC prices below
171	##	2 Wire DSL - area D	PENDING	\$ 4.61	See NRC prices below
172	##	4 Wire DSL - area B	PENDING	\$ 4.15	See NRC prices below
173	##	4 Wire DSL - area C	PENDING	\$ 6.55	See NRC prices below
174	##	4 Wire DSL - area D	PENDING	\$ 9.23	See NRC prices below
175	##	SAI to NID sub-loop			
176	##	2 Wire Analog - area B	PENDING	\$ 4.72	See NRC prices below
177	##	2 Wire Analog - Area C	PENDING	\$ 6.05	See NRC prices below
178	##	2 Wire Analog - area D	PENDING	\$ 7.41	See NRC prices below
179	##	4 Wire Analog - area B	PENDING	\$ 6.79	See NRC prices below
180	##	4 Wire Analog - area C	PENDING	\$ 9.95	See NRC prices below
181	##	4 Wire Analog - area D	PENDING	\$ 12.73	See NRC prices below
182	##	2 Wire DSL - area B	PENDING	\$ 4.71	See NRC prices below
183	##	2 Wire DSL - area C	PENDING	\$ 6.03	See NRC prices below
184	##	2 Wire DSL - area D	PENDING	\$ 7.39	See NRC prices below
185	##	4 Wire DSL - area B	PENDING	\$ 6.78	See NRC prices below
186	##	4 Wire DSL - area C	PENDING	\$ 9.91	See NRC prices below
187	##	4 Wire DSL - area D	PENDING	\$ 12.69	See NRC prices below
188	##	Terminal to NID sub-loop			
189	##	2 Wire Analog - area B	PENDING	\$ 2.86	See NRC prices below
190	##	2 Wire Analog - Area C	PENDING	\$ 2.97	See NRC prices below
191	##	2 Wire Analog - area D	PENDING	\$ 3.00	See NRC prices below
192	##	4 Wire Analog - area B	PENDING	\$ 2.78	See NRC prices below
193	##	4 Wire Analog - area C	PENDING	\$ 3.62	See NRC prices below
194	##	4 Wire Analog - area D	PENDING	\$ 3.75	See NRC prices below
195	##	2 Wire DSL - area B	PENDING	\$ 2.86	See NRC prices below
196	##	2 Wire DSL - area C	PENDING	\$ 2.97	See NRC prices below
197	##	2 Wire DSL - area D	PENDING	\$ 3.00	See NRC prices below
198	##	4 Wire DSL - area B	PENDING	\$ 2.78	See NRC prices below
199	##	4 Wire DSL - area C	PENDING	\$ 3.62	See NRC prices below
200	##	4 Wire DSL - area D	PENDING	\$ 3.75	See NRC prices below
201	##	NID sub-loop element			
202	##	2 Wire Analog - area B	PENDING	\$ 0.18	See NRC prices below
203	##	2 Wire Analog - Area C	PENDING	\$ 0.18	See NRC prices below
204	##	2 Wire Analog - area D	PENDING	\$ 0.18	See NRC prices below
205	##	4 Wire Analog - area B	PENDING	\$ 0.35	See NRC prices below
206	##	4 Wire Analog - area C	PENDING	\$ 0.33	See NRC prices below
207	##	4 Wire Analog - area D	PENDING	\$ 0.33	See NRC prices below
208	##	2 Wire DSL - area B	PENDING	\$ 0.18	See NRC prices below
209	##	2 Wire DSL - area C	PENDING	\$ 0.18	See NRC prices below
210	##	2 Wire DSL - area D	PENDING	\$ 0.18	See NRC prices below
211	##	4 Wire DSL - area B	PENDING	\$ 0.35	See NRC prices below
212	##	4 Wire DSL - area C	PENDING	\$ 0.33	See NRC prices below
213	##	4 Wire DSL - area D	PENDING	\$ 0.33	See NRC prices below
214	##	2 Wire ISDN Compatible - area B	PENDING	\$ 0.18	See NRC prices below
215	##	2 Wire ISDN Compatible - area C	PENDING	\$ 0.18	See NRC prices below
216	##	2 Wire ISDN Compatible - area D	PENDING	\$ 0.18	See NRC prices below
217	##	4 Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below
218	##	4 Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below
219	##	4 Wire DS1 Compatible - area D	PENDING	TBD	See NRC prices below
220	##	<b>Sub-Loop Non-Recurring Charges</b>			
221	##	2-Wire Analog Sub-Loop	PENDING		\$ 217.57
222	##	4-Wire Analog Sub-Loop	PENDING		\$ 218.54
223	##	2-Wire xDSL Digital Sub-Loop	PENDING		\$ 250.83
224	##	4-Wire xDSL Digital Sub-Loop	PENDING		\$ 255.11
225	##	2-Wire ISDN Digital Sub-Loop	PENDING		\$ 278.37
226	##	4-Wire DS1 Digital Sub-Loop	PENDING		\$ 470.27
227	##	<b>Sub-Loop Service Order Charge</b>			
228	##	Establish, per occasion	PENDING		\$ 16.23
229	##	<b>Sub-Loop Line Connection Charge</b>			
230	##	per occasion	PENDING		\$ 31.00
231					
232		<b>Cross Connects</b>			

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
233		2-Wire	CXCT2	\$ 0.15	NA
234		4-Wire	CXCT4	\$ 0.29	NA
235		DS1/LT1	CXCX	\$ 0.40	NA
236		DS3/LT3	CXC8X	\$ 0.70	NA
237	##	DS3 C.O. Cross-Connect to Collocation	CXCX	\$ 30.54	N/A
238					
239		<b>Dedicated Transport</b>			
240		<b>Interoffice Transport:</b>			
241		DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 14.79	NA
242		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 1.64	NA
243		DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 127.75	NA
244		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 21.61	NA
245		Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 127.75	NA
246		Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 21.61	NA
247					
248		<b>Multiplexing</b>			
249		<b>DS1 to Voice Grade</b>	QMVX1-X3	\$ 279.80	NA
250		<b>DS3 to DS1</b>	QM3X1-X3	\$ 372.85	NA
251					
252		<b>Dedicated Transport Cross Connects</b>			
253		DS1	CXCX	\$ 0.40	NA
254		DS3	CXCEX	\$ 0.70	NA
255					
256		<b>Dedicated Transport Optional Features &amp; Functions</b>			
257		DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3		\$ 402.28
258					
259		<b>Dedicated Transport Installation &amp; Rearrangement Charges</b>			
260		DS1 Administration Charge - Per Order	ORCMX	NA	\$ 394.30
261		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$ 624.17
262		Carrier Connection Charge - Per Order	NRBBL	NA	\$ 512.19
263		DS3 Administration Charge - Per Order	ORCMX	NA	\$ 299.28
264		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$ 663.29
265		Carrier Connection Charge - Per Order	NRBBL	NA	\$ 351.77
266					
267		<b>Dark Fiber</b>			
268		<b>Dark Fiber Interoffice</b>			
269		Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$75.79	NA
270		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$0.00159	NA
271		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$3.20	NA
272		<b>Inquiry (Per Request)</b>			
273		Dark Fiber Interoffice Transport - NRC	NR9D6	NA	\$290.65
274		<b>FIRM ORDER (Per Fiber Strand)</b>			
275		Administrative per Order			
276		Connect	NRB51	NA	\$11.53
277		Disconnect	NR9H2	NA	\$10.21
278		Connect	NRB52	NA	\$343.23
279		Disconnect	NR9H3	NA	\$90.67
280		Dark Fiber Interoffice Transport - NRC			
281		Connect	NRB54	NA	\$414.95
282		Disconnect	NR9H5	NA	\$160.42
283					
284					
285		<b>Routine Modifications</b>			
286		Routine Modifications of Existing Facilities Charge	N3RUE	NA	ICB
287					
288					
289		<b>LNP</b>			
290		****Local Number Portability	NSR	\$0.00	N/A
291		****Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing			
292		effective October 1, 2004.			
293		Maintenance of Service Charge	VRP	NA	\$ 71.00
294					
295					
296		<b>OTHER</b>			
297		<b>Directory Assistance</b>			
298		<b>Facility-based DA</b>			
299		Directory Assistance, per call	OPEN	\$ 0.30	NA NA
300		Directory Assistance/National Directory Assistance/Reverse DA/Business Category Search), per call	OPEN	\$ 0.35	NA NA
301		Business Category Search (BCS), per call	OPEN	\$ 1.10	NA NA
302		Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	NA NA
303					
304	##	Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00
305	##	- per call	OPEN	\$ 0.025	
306	##	Branding - Facility Based - Initial/Subsequent Load			
307	##	- Branding, per trunk group	OPEN	NA	\$ 800.00
308	##	Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00
309	##	Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
310	##	<b>DA Listing License</b>			
311	##	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)			
312	##	- per listing for initial load	OPEN	NA	\$ 0.040
313	##	- per listing for subsequent updates	OPEN	NA	\$ 0.060
314	##	Option #2 Full File (all states inclusive) Billable Release			
315	##	- per listing for initial load	OPEN	NA	\$ 0.020
316	##	- per listing for subsequent updates	OPEN	NA	\$ 0.030
317	##	- per usage/query	OPEN	NA	\$ 0.020
318	##	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)			
319	##	- per listing for initial load	OPEN	NA	\$ 0.050
320	##	- per listing for subsequent updates	OPEN	NA	\$ 0.060
321	##	Option #4 Pick & Choose (by state) Billable Release			
322	##	- per listing for initial load	OPEN	NA	\$ 0.020
323	##	- per listing for subsequent updates	OPEN	NA	\$ 0.030
324	##	- per usage/query	OPEN	NA	\$ 0.020
325					
326	##	<b>Operator Services</b>			
327	##	Fully Automated Call Processing, per occurrence	OPEN	\$ 0.15	NA
328	##	Operator Assisted Call Processing, per work second	OPEN	\$ 0.02	NA
329	##	Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00
330	##	- per call	OPEN	\$ 0.025	
331	##	Branding - Facility Based - Initial/Subsequent Load			
332	##	- per trunk group	OPEN	NA	\$ 800.00 NA
333	##	Operator Services - Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00 NA
334	##	Operator Services - Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00 NA
335					
336		<b>Ancillary Message Billing Compensation (Per Message)</b>	OPEN	\$ 0.03	NA
337					
338		<b>Structure Access - Poles &amp; Ducts</b>		Annually	
339		Pole Attachments, per Pole attachment*	OPEN	\$ 2.52	
340		Conduit, per Foot of innerduct	OPEN	\$ 0.74	
341		Innerduct, per ft	OPEN	\$ 0.37	
342		Application fee	OPEN		\$ 200.00
343		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each			
344		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.			
345					
346		<b>Emergency Number Service Access</b>			
347		911 Selective Router Interconnection			
348		-Digital DS1 Interface	USAGE	\$ 336.44	\$ 759.98
349		-Each DSO installed	USAGE	N/A	\$ 364.69
350		-Analog Channel Interface	EV69X	\$ 28.72	\$ 436.62
351		ANI/ALI/SR and Database Management			
352		- Per 100 records, rounded up to nearest 100	9S89X	\$ 5.32	\$ 709.49
353		- Access Routing File (CD-ROM)	USAGE	\$ 25.82	
354		911 Selective Router Switch Administration			
355		-Per Selective Router	USAGE	\$ 5.55	\$ 2,645.15
356					
357		<b>INTERCARRIER COMPENSATION</b>			
358		Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	USAGE	\$ 0.0007	
359					
360					
361	##	<b>Rate elements not included in TELRIC order</b>			
362		<b>Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA."</b>			
363	/I/	<b>Does not apply to pre-existing UNE-P Migrations. This Non-Recurring Charge is the only NRC charged for New UNE-P Residential POTS Combinations.</b>			
364		<b>Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA application of rates is interim and subject to SBC</b>			
365		<b>Ohio reservation of rights pertaining to and subject to modification as a result of reconsideration, appeal, further PUCO action, or other change of law.</b>			
366		<b>The Parties also acknowledge and agree that the interim rates set forth are subject to true-up or true-down pending PUCO established rates.</b>			
367					
368		<b>RESALE</b>		<b>RESALE DISCOUNTS</b>	<b>RESALE DISCOUNTS</b>
369		<b>BUSINESS</b>		<b>RECURRING</b>	<b>NON-RECURRING</b>
370		<b>LOCAL EXCHANGE SERVICE</b>			
371		Business 1 Party	RESALE	20.29%	20.29%
372		Business - Measured	RESALE	20.29%	20.29%
373		Customer Operated Pay Telephone (COPT)	RESALE	20.29%	20.29%
374					
375		<b>EXPANDED LOCAL CALLING</b>			
376		Extended Area Service	RESALE	20.29%	20.29%
377					
378		<b>VERTICAL SERVICES</b>			
379		Anonymous Call Rejection	RESALE	20.29%	20.29%
380		Repeat Dialing (Auto Redial)	RESALE	20.29%	20.29%
381		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%	20.29%
382		Call Blocker	RESALE	20.29%	20.29%
383		Call Forwarding	RESALE	20.29%	20.29%
384		Call Forwarding - Busy Line	RESALE	20.29%	20.29%
385		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%

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

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
386		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%
387		Automatic CallBack (Call Return)	RESALE	20.29%	20.29%
388		Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%
389		Call Trace	RESALE	20.29%	20.29%
390		Call Waiting	RESALE	20.29%	20.29%
391		Caller ID WithName (Calling Name)	RESALE	20.29%	20.29%
392		Caller ID (Calling Number)	RESALE	20.29%	20.29%
393		MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	20.29%	20.29%
394		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	20.29%	20.29%
395		Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%	0.00%
396		Selective Call Forwarding	RESALE	0.00%	0.00%
397		Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	20.29%	20.29%
398		Remote Call Forwarding-Per Feature	RESALE	20.29%	20.29%
399		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%
400		RCF, Intrastate	RESALE	20.29%	20.29%
401		RCF, Interstate, International	RESALE	20.29%	20.29%
402		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%
403		RCF to 800	RESALE	20.29%	20.29%
404		RCF Additional	RESALE	20.29%	20.29%
405		Speed Calling 8	RESALE	20.29%	20.29%
406		Speed Calling 30	RESALE	20.29%	20.29%
407		Three Way Calling	RESALE	20.29%	20.29%
408		Call Screening	RESALE	20.29%	20.29%
409		Busy Line Transfer	RESALE	20.29%	20.29%
410		Alternate Answer	RESALE	20.29%	20.29%
411		Message Waiting - Tone	RESALE	20.29%	20.29%
412		Easy Call	RESALE	20.29%	20.29%
413		Prime Number Service	RESALE	20.29%	20.29%
414		SBC Ohio Privacy Manager	RESALE	20.29%	20.29%
415		Name and Number Delivery Service	RESALE	20.29%	20.29%
416					
417		<b>DID</b>			
418		DID	RESALE	20.29%	20.29%
419					
420		<b>TRUNKS</b>			
421		Trunk	RESALE	20.29%	20.29%
422					
423		<b>AIN</b>			
424		Area Wide Networking	RESALE	20.29%	20.29%
425		Emergency Referral Message Service (Disaster Routing Service)	RESALE	20.29%	20.29%
426		SBC Ohio Switch Alternate Routing (ANSAR)	RESALE	20.29%	20.29%
427		SBC Ohio Customer Location Alternate Routing (ACLAR)	RESALE	20.29%	20.29%
428					
429		<b>OTHER</b>			
430		Grandfathered Services	RESALE	0.00%	0.00%
431		Promotions (Greater than 90 days)	RESALE	20.29%	20.29%
432		TouchTone (Business)	RESALE	20.29%	20.29%
433		TouchTone (Trunk)	RESALE	20.29%	20.29%
434					
435		<b>Data Services</b>			
436		Gigabit Ethernet Metropolitan Area Network (GigaMAN )	RESALE	20.29%	20.29%
437		PBX Trunks	RESALE	20.29%	20.29%
438		Multi-Service Optical Network (MON )	RESALE	20.29%	20.29%
439		OCn-PTP	RESALE	20.29%	20.29%
440		ADTS-E	RESALE	20.29%	20.29%
441		DS0	RESALE	20.29%	20.29%
442		DS1	RESALE	20.29%	20.29%
443		DS3	RESALE	20.29%	20.29%
444					
445		<b>ISDN</b>			
446		ISDN	RESALE	20.29%	20.29%
447					
448		<b>DIRECTORY ASSISTANCE SERVICES</b>	RESALE	20.29%	20.29%
449		Local Operator Assistance Service	RESALE	20.29%	20.29%
450		Reverse Directory Assistance	RESALE	\$1.25	NA
451		Business Category Search (BCS), per call	RESALE	20.29%	20.29%
452		<b>TOLL</b>			
453		TOLL	RESALE	20.29%	20.29%
454					
455		<b>OPTIONAL TOLL CALLING PLANS</b>			
456		Optional Toll Calling Plans	RESALE	20.29%	20.29%
457					
458		<b>CENTREX (PLEXAR)</b>			
459		CENTREX ACS	RESALE	20.29%	20.29%
460		CENTREX ACS SBC Ohio CENTREX Network Manager	RESALE	0.00%	0.00%
461					
462		<b>PRIVATE LINE</b>			
463		Analog Private Lines	RESALE	20.29%	20.29%

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
464		Private Line Channel Services	RESALE	20.29%	20.29%
465					
466		<b>RESIDENCE</b>		<b>RESALE DISCOUNTS</b>	
467		<b>LOCAL EXCHANGE SERVICE</b>		<b>RECURRING</b>	<b>NON-RECURRING</b>
468		Life Line	RESALE	0.00%	0.00%
469		Residence 1 Party	RESALE	20.29%	20.29%
470		Residence Measured	RESALE	20.29%	20.29%
471					
472		<b>EXPANDED LOCAL CALLING</b>			
473		Extended Area Service	RESALE	20.29%	20.29%
474					
475		<b>VERTICAL SERVICES</b>			
476		Anonymous Call Rejection	RESALE	20.29%	20.29%
477		Repeat Dialing (Auto Redial)	RESALE	20.29%	20.29%
478		Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%	20.29%
479		Call Blocker	RESALE	20.29%	20.29%
480		Call Forwarding	RESALE	20.29%	20.29%
481		Call Forwarding - Busy Line	RESALE	20.29%	20.29%
482		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%
483		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%
484		Automatic Call-Back (Call Return)	RESALE	20.29%	20.29%
485		Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%
486		Call Trace	RESALE	20.29%	20.29%
487		Call Waiting	RESALE	20.29%	20.29%
488		Caller ID with Name (Calling Name)	RESALE	20.29%	20.29%
489		Caller ID (Calling Number)	RESALE	20.29%	20.29%
490		Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	20.29%	20.29%
491		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	20.29%	20.29%
492		Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%
493		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%
494		RCF, Intrastate	RESALE	20.29%	20.29%
495		RCF, Interstate, International	RESALE	20.29%	20.29%
496		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%
497		RCF to 800	RESALE	20.29%	20.29%
498		RCF Additional	RESALE	20.29%	20.29%
499		Selective Call Forwarding	RESALE	20.29%	20.29%
500		Speed Calling 8	RESALE	20.29%	20.29%
501		Three Way Calling	RESALE	20.29%	20.29%
502		Call Screening	RESALE	20.29%	20.29%
503		Busy Line Transfer	RESALE	20.29%	20.29%
504		Alternate Answer	RESALE	20.29%	20.29%
505		Message Waiting - Tone	RESALE	20.29%	20.29%
506		Easy Call	RESALE	20.29%	20.29%
507		SBC Ohio Privacy Manager	RESALE	20.29%	20.29%
508		Name and Number Delivery Service	RESALE	20.29%	20.29%
509					
510		<b>ISDN</b>			
511		ISDN	RESALE	20.29%	20.29%
512					
513		<b>DIRECTORY ASSISTANCE SERVICES</b>	RESALE	20.29%	20.29%
514		Local Operator Assistance Service	RESALE	20.29%	20.29%
515		Reverse Directory Assistance	RESALE	\$1.25	NA
516					
517		<b>OTHER</b>			
518					
519		Grandfathered Services	RESALE	0.00%	0.00%
520		Promotions (Greater than 90 Days)	RESALE	20.29%	20.29%
521		TouchTone	RESALE	20.29%	20.29%
522		Home Services Packages	RESALE	20.29%	20.29%
523					
524		<b>TOLL</b>			
525					
526		Custom and Dedicated 800 Service (Home 800)	RESALE	20.29%	20.29%
527		IntraLATA MTS	RESALE	20.29%	20.29%
528		900/976 Call Blocking (900/976 Call Restriction)	RESALE	20.29%	20.29%
529		976 (976 Information Delivery Service)	RESALE	20.29%	20.29%
530		Access Services (See Access Tariff)	RESALE	0%	0%
531		Additional Directory Listings	RESALE	20.29%	20.29%
532		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	20.29%	20.29%
533		Connection Services	RESALE	20.29%	20.29%
534		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%
535		Shared Tenant Service	RESALE	0%	0%
536		Toll Restriction	RESALE	20.29%	20.29%
537		Restoral of Service Charge	RESALE	0%	0%
538					

Line	OHIO - Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
539	<b>Electronic Billing Information Data (daily usage)</b>	RESALE	\$0.00	
540	per message			
541				
542	<b>Local disconnect Report (LDR)</b>			
543	Per WTN	RESALE	\$0.00	
544				
545	<b>Line Connection Charge</b>			
546	Complex (Residence)	RESALE		20.29%
547	Complex (Business)	RESALE		20.29%
548	Simple (Residence)	RESALE		20.29%
549	Simple (Business)	RESALE		20.29%
550				
551	<b>Service Order/Service Request Charge</b>			
552	Complex (Residence)	RESALE		20.29%
553	Complex (Business)	RESALE		20.29%
554	Simple (Residence)	RESALE		20.29%
555	Simple (Business)	RESALE		20.29%
556				
557	<b>Non-Electronic (Manual) Service Order Charge</b>			
558	Complex (Residence)	RESALE		\$9.02
559	Complex (Business)	RESALE		\$9.02
560	Simple (Residence)	RESALE		\$9.02
561	Simple (Business)	RESALE		\$9.02

# 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 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 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.
- 1.4 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-owned ILEC's OSS application-to-application interfaces.
- 1.5 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.
- 1.6 As used herein, Collaborative Process shall mean the performance measurement collaborative process established pursuant to the Merger Conditions.
- 1.7 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 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.
- 1.8 The measurement data herein shall be collected, reported and used to calculate Remedy 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

- 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. The parties agree to accept and abide by the Performance Measurement Remedy Plan and Schedule, and the state-specific Business Rules, as posted on SBC's Internet website.
- 2.2 The parties agree that performance measurements, remedies and Business Rules may be revised through the Collaborative Process, and the parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized. 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 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 OHIO shall not be obligated to pay Remedy Payments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Provider Bureau Provider acting as CLEC's agent for connection to SBC-owned ILEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

**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		"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description: 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: CLLI Code:	RATE CENTER(s) FOR MSAG PULL <sup>(1)</sup>	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE <sup>(see legend below)</sup>
E9-1-1 Features Required: ANI/ALI/SR	Rate Center(s):		
# 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.

<b>"TYPE of AGENCY" LEGEND:</b> HRC = Home Rule City ECD = Emergency Communications District COG = Council of Governments or Regional Planning Commission (blank) = (blank space for use as needed to define another agency type)	Prepared by:	
		voice
		fax
		email
STATUS of EXHIBIT:	Date Prepared	

# APPENDIX PRICING (OKLAHOMA)

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## APPENDIX PRICING (OKLAHOMA)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.4 Replacement of Non-Interim Rates

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

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

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

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

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC OKLAHOMA will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.
- 1.7 Notice to Adopting CLECs
- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC OKLAHOMA and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.
- 1.8 The following defines the zones found in this Appendix Pricing:

<u>Rate Zone:</u>	<u>Description:</u>
Zone A	The geographic area within each of the <u>SBC OKLAHOMA</u> exchanges which are classified as Rate Group 1, 2, or 3 exchanges in <u>SBC OKLAHOMA</u> 's Local Exchange Tariff
Zone B	The geographic area within each of the <u>SBC OKLAHOMA</u> exchanges which are classified as Rate Group 4 or 5 exchanges in <u>SBC OKLAHOMA</u> 's Local Exchange Tariff
Zone C	The geographic area within each of the <u>SBC OKLAHOMA</u> exchanges which are classified as Rate Group 6 or 7 exchanges in <u>SBC OKLAHOMA</u> 's Local Exchange Tariff

- 1.9 SBC OKLAHOMA's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, SBC OKLAHOMA may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and SBC OKLAHOMA provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:
- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in SBC OKLAHOMA's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at SBC OKLAHOMA's current generic contract rate for the Product or Service set forth in SBC OKLAHOMA's applicable state-specific generic pricing schedule as published on SBC OKLAHOMA's CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and SBC OKLAHOMA may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 SBC OKLAHOMA's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of SBC OKLAHOMA's right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by SBC OKLAHOMA for that Product or Service and incorporated into SBC OKLAHOMA's current state-specific generic pricing schedule as published on SBC OKLAHOMA's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and SBC OKLAHOMA provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. SBC OKLAHOMA shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC OKLAHOMA shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 SBC OKLAHOMA's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC OKLAHOMA's right to charge and collect payment for such Products and/or Services.

## 2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for UNEs provided under the BFR process set forth in Appendix Lawful UNEs of this Agreement may be longer.
- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SBC OKLAHOMA will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC OKLAHOMA will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

## 3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC OKLAHOMA network, without any changes to SBC OKLAHOMA's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC OKLAHOMA to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

## 4. BILLING

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

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a  
SBC OKLAHOMA  
March 23, 2005

APPENDIX PRICING  
Effective Date: xx/xx/xx  
SBC OK/METROPOLITAN

	A	B	C	D	E	F	G	H	I	J	K
1	Date of Last Update	Effective Date	Agreement Type	Appendix	Product Type Group	Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
2			INTERCONNECTION	UNE	0	Local Loops	Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 46.15	\$ 23.08
3							2-Wire Analog Zone 1 (Rural)	U21	\$ 35.00	\$ 37.50	\$ 15.65
4							2-Wire Analog Zone 2 (Suburban)	U21	\$ 18.00	\$ 37.50	\$ 15.65
5							2-Wire Analog Zone 3 (Urban)	U21	\$ 13.00	\$ 37.50	\$ 15.65
6							2-Wire Analog Zone 1 (Rural)	RB9	\$ 35.00	NA	NA
7							2-Wire Analog Zone 2 (Suburban)	RB9	\$ 18.00	NA	NA
8							2-Wire Analog Zone 3 (Urban)	RB9	\$ 13.00	NA	NA
9							Conditioning for dB loss from 8db to 5db	UL2	\$ 7.80	\$ 33.97	\$ 12.65
10							4-Wire Analog Zone 1 (Rural)	U4H	\$ 72.36	\$ 37.50	\$ 15.65
11							4-Wire Analog Zone 2 (Suburban)	U4H	\$ 40.52	\$ 37.50	\$ 15.65
12							4-Wire Analog Zone 3 (Urban)	U4H	\$ 30.39	\$ 37.50	\$ 15.65
13							2-Wire Digital Zone 1 (Rural)	U2Q	\$ 72.86	\$ 93.24	\$ 48.88
14							2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 47.60	\$ 93.24	\$ 48.88
15							2-Wire Digital Zone 3 (Urban)	U2Q	\$ 41.14	\$ 93.24	\$ 48.88
16							2-Wire Digital Zone 1 (Rural)	RB8	\$ 72.86	NA	NA
17							2-Wire Digital Zone 2 (Suburban)	RB8	\$ 47.60	NA	NA
18							2-Wire Digital Zone 3 (Urban)	RB8	\$ 41.14	NA	NA
19							DS1 Loop Zone 1 (Rural)	U4D1X	\$ 166.57	\$ 220.25	\$ 86.81
20							DS1 Loop Zone 2 (Suburban)	U4D1X	\$ 142.87	\$ 220.25	\$ 86.81
21							DS1 Loop Zone 3 (Urban)	U4D1X	\$ 134.61	\$ 220.25	\$ 86.81
22							DS1 Loop Zone 1 (Rural)	RB6	\$ 166.57	NA	NA
23							DS1 Loop Zone 2 (Suburban)	RB6	\$ 142.87	NA	NA
24							DS1 Loop Zone 3 (Urban)	RB6	\$ 134.61	NA	NA
25							DS3 Loop Zone 1 (Rural)	U4D3X	\$ 1,493.71	\$ 849.78	\$ 374.82
26							DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 1,455.33	\$ 849.78	\$ 374.82
27							DS3 Loop Zone 3 (Urban)	U4D3X	\$ 1,087.24	\$ 849.78	\$ 374.82
28							2 Wire Analog -Non Recurring Charge Zone 1-:	NRFR1	NA	\$ 37.50	\$ 15.65
29							2 Wire Digital -Non Recurring Charge Zone 1-:	NRFR3	NA	\$ 93.24	\$ 48.88
30							4 Wire Digital -Non Recurring Charge Zone 1-:	NRFR4	NA	\$ 220.25	\$ 86.81
31				DSL	0	DSL Capable Loops					
32					1	2-Wire xDSL Loop <sup>MM1</sup>	PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	\$ 35.00	\$ 37.50	\$ 15.65
33							PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 18.00	\$ 37.50	\$ 15.65
34							PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	\$ 13.00	\$ 37.50	\$ 15.65
35							PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	\$ 35.00	\$ 37.50	\$ 15.65
36							PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 18.00	\$ 37.50	\$ 15.65
37							PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	\$ 13.00	\$ 37.50	\$ 15.65
38							PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	\$ 35.00	\$ 37.50	\$ 15.65
39							PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 18.00	\$ 37.50	\$ 15.65
40							PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	\$ 13.00	\$ 37.50	\$ 15.65
41							PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	\$ 35.00	\$ 37.50	\$ 15.65
42							PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 18.00	\$ 37.50	\$ 15.65
43							PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	\$ 13.00	\$ 37.50	\$ 15.65
44							PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	\$ 35.00	\$ 37.50	\$ 15.65
45							PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 18.00	\$ 37.50	\$ 15.65
46							PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	\$ 13.00	\$ 37.50	\$ 15.65
47							PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	\$ 35.00	\$ 37.50	\$ 15.65
48							PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 18.00	\$ 37.50	\$ 15.65
49							PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	\$ 13.00	\$ 37.50	\$ 15.65
50					1	4-Wire xDSL Loop <sup>MM1</sup>	PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	\$ 72.37	\$ 37.50	\$ 15.65
51							PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 40.52	\$ 37.50	\$ 15.65
52							PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	\$ 30.39	\$ 37.50	\$ 15.65

UNE AECN:  
RESALE AECN:  
ACNA:

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a  
SBC OKLAHOMA  
March 23, 2005

APPENDIX PRICING  
Effective Date: xx/xx/xx  
SBC OK/METROPOLITAN

	A	B	C	D	E	F	G	H	I	J	K
53					0	IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 72.87	\$ 93.24	\$ 48.88
54							IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 47.60	\$ 93.24	\$ 48.88
55							IDSL Loop Zone 3 (Urban)	UY5FX	\$ 41.14	\$ 93.24	\$ 48.88
56					0	DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 2.10	\$ 62.04	\$ 48.22
57							2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$ 2.10	\$ 62.04	\$ 48.22
58							4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	\$ 4.17	\$ 71.56	\$ 58.54
59					0	Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A
60							Loop Qualification Process - Manual	NRBXU	N/A	\$ 95.10	N/A
61							Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A
62					0	LST	LST performed on CODSLAM Loop	URCLD	None	\$ 211.08	None
63							LST performed on Sub Loop	URCLB	None	\$ 194.30	None
64					0	xDSL Conditioning Options	xDSL loop conditioning UNE Loops 12,000 feet to 17,500 feet				
65					1	Removal of Load Coils					
66							Initial Rate	NRBXZ	N/A	\$ 822.06	N/A
67							Additional Same Location / Same Cable	NRMNN	N/A	\$ 19.37	N/A
68							Additional Same Location / Different Cable	NRMNO	N/A	\$ 351.74	N/A
69					2	Removal of Excessive Bridge Tap					
70							Initial Rate	NRBXW	N/A	\$ 362.37	N/A
71							Additional Same Location / Same Cable	NRMNG	N/A	\$ 19.37	N/A
72							Additional Same Location / Different Cable	NRMNH	N/A	\$ 124.15	N/A
73					2	Removal of Repeaters					
74							Initial Rate	NRBXV	N/A	\$ 315.36	N/A
75							Additional Same Location / Same Cable	NRMNA	N/A	\$ 13.79	N/A
76							Additional Same Location / Different Cable	NRMNB	N/A	\$ 119.37	N/A
77					2	Removal of Load Coils & Excessive Bridge Tap					
78							Initial Rate	NRBXF	N/A	\$ 1,184.43	N/A
79							Additional Same Location / Same Cable	NRMNK	N/A	\$ 38.73	N/A
80							Additional Same Location / Different Cable	NRMNL	N/A	\$ 475.90	N/A
81					2	Removal Excessive Bridge Tap & Repeater					
82							Initial Rate	NRBXH	N/A	\$ 659.14	N/A
83							Additional Same Location / Same Cable	NRMND	N/A	\$ 33.16	N/A
84							Additional Same Location / Different Cable	NRMNE	N/A	\$ 242.73	N/A
85					1	xDSL loop conditioning UNE Loops over 17,500 feet in addition to conditioning of 12,000 feet to 17,500 feet.					
86					2	Removal of Load Coils					
87							Initial Rate	NRBNJ	N/A	\$ 286.15	N/A
88							Additional Same Location / Same Cable	NRMNY	N/A	\$ 6.57	N/A
89							Additional Same Location / Different Cable	NRMNZ	N/A	\$ 116.98	N/A
90					2	Removal of Excessive Bridge Tap					
91							Initial Rate	NRBNK	N/A	\$ 210.58	N/A
92							Additional Same Location / Same Cable	NRMNU	N/A	\$ 9.29	N/A
93							Additional Same Location / Different Cable	NRMNV	N/A	\$ 62.24	N/A
94					2	Removal of Repeaters					
95							Initial Rate	NRBNL	N/A	\$ 315.36	N/A
96							Additional Same Location / Same Cable	NRMNQ	N/A	\$ 13.79	N/A
97							Additional Same Location / Different Cable	NRMNR	N/A	\$ 118.58	N/A
98					2	Removal of Load Coils & Excessive Bridge Tap					
99							Initial Rate	NRBM8	N/A	\$ 480.79	N/A
100							Additional Same Location / Same Cable	NRMNW	N/A	\$ 15.85	N/A
101							Additional Same Location / Different Cable	NRMNX	N/A	\$ 179.22	N/A
102					2	Removal Excessive Bridge Tap & Repeater					
103							Initial Rate	NRBTV	N/A	\$ 498.06	N/A
104							Additional Same Location / Same Cable	NRMNS	N/A	\$ 23.08	N/A

UNE AECN:  
RESALE AECN:  
ACNA:

	A	B	C	D	E	F	G	H	I	J	K
105							Additional Same Location / Different Cable	<b>NRMNT</b>	N/A	\$ 180.82	N/A
106					3	Removal of All Bridged Tap RABT- MMP					
107							Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	<b>NRMRJ</b>	None	\$ 359.35	None
108							Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	<b>NRMRP</b>	None	\$ 930.27	None
109							Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	<b>NRMRS</b>	None	\$ 359.35	\$ 359.35
110							Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	<b>NRMRM</b>	None	\$ 359.35	\$ 359.35
111							DS1 Loop to Collocation	<b>UDLY4</b>	\$ 8.90	\$ 101.70	\$ 67.27
112							DS3 C.O. Cross Connect to Collocation	<b>UCXBX</b>	\$ 32.00	\$ 157.84	\$ 108.98
113				UNE	0	Loop Cross Connects	2-Wire Analog Loop to Collocation	<b>UCXC2</b>	\$ 2.10	\$ 62.04	\$ 48.22
114							2-Wire Analog Loop to Collocation (without testing)	<b>UCXD2</b>	\$ 2.10	\$ 62.04	\$ 48.22
115							4-Wire Analog Loop to Collocation	<b>UCXC4</b>	\$ 4.17	\$ 71.56	\$ 58.54
116							4-Wire Analog Loop to Collocation (without testing)	<b>UCXD4</b>	\$ 4.17	\$ 71.56	\$ 58.54
117							2-Wire Digital Loop to Collocation	<b>(UCXC2) under development (UCXD2) under development</b>	\$ 2.10	\$ 62.04	\$ 48.22
118							2-Wire Digital Loop to Collocation (without testing)	<b>development</b>	\$ 2.10	\$ 62.04	\$ 48.22
119							2-wire Analog Loop to Analog Line Port	<b>UDLX2</b>	\$0.00	NA	NA
120							2-wire Analog Loop to Analog DID Trunk Port	<b>development</b>	\$0.00	\$ 70.71	\$ 55.71
121							2-wire Digital Loop to ISDN BRI Line Port	<b>RECB2</b>	\$0.00	NA	NA
122							2 Wire Analog Loop to Analog Line Port -Non Recurring Charge	<b>NRFR5</b>	NA	\$ 70.71	\$ 55.71
123							4 Wire Digital Loop to ISDN PRI/DS1 Trunk Port -Non Recurring Charge	<b>NRFR8</b>	NA	\$ 80.44	\$ 66.38
124							DS3 C.O. Cross Connect to Collocation	<b>UCXBX</b>	\$ 32.00	\$ 157.84	\$ 108.98
125					0	Sub-loop Unbundling	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	<b>U6LAP</b>	\$ 3.78	None	None
126							ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	<b>U6LAP</b>	\$ 3.20	None	None
127							ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	<b>U6LAP</b>	\$ 2.01	None	None
128							ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	<b>U6LAQ</b>	\$ 25.92	None	None
129							ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	<b>U6LAQ</b>	\$ 14.59	None	None
130							ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	<b>U6LAQ</b>	\$ 10.80	None	None
131							ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	<b>U6LAR</b>	\$ 30.19	None	None
132							ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	<b>U6LAR</b>	\$ 19.20	None	None
133							ECS to NID subloop charge 2-Wire-Analog Zone 3 (Urban)	<b>U6LAR</b>	\$ 15.33	None	None
134							SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	<b>U6LAS</b>	\$ 22.73	None	None
135							SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	<b>U6LAS</b>	\$ 11.95	None	None
136							SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	<b>U6LAS</b>	\$ 9.35	None	None
137							SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	<b>U6LAT</b>	\$ 27.00	None	None
138											

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139							SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 16.56	None	None
140							SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	\$ 13.88	None	None
141							Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	\$ 4.41	None	None
142							Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 4.75	None	None
143							Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	\$ 4.68	None	None
144							ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	\$ 7.57	None	None
145							ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 6.41	None	None
146							ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	\$ 4.03	None	None
147							ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	\$ 51.84	None	None
148							ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 29.19	None	None
149							ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	\$ 21.61	None	None
150							ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	\$ 58.56	None	None
151							ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 35.91	None	None
152							ECS to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LER	\$ 28.33	None	None
153							SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	\$ 45.47	None	None
154							SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 23.91	None	None
155							SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	\$ 18.70	None	None
156							SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	\$ 52.18	None	None
157							SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 30.63	None	None
158							SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	\$ 25.42	None	None
159							Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	\$ 7.02	None	None
160							Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 7.02	None	None
161							Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	\$ 7.02	None	None
162							ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	\$ 3.80	None	None
163							ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 3.23	None	None
164							ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	\$ 2.01	None	None
165							ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	\$ 25.94	None	None
166							ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 14.62	None	None
167							ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	\$ 10.80	None	None
168							ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	\$ 30.20	None	None

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169							ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 19.23	None	None
170							ECS to NID subloop charge 2-Wire-DSL Zone 3 (Urban)	U6LCR	\$ 15.33	None	None
171							SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	\$ 22.75	None	None
172							SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 11.98	None	None
173							SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	\$ 9.35	None	None
174							SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	\$ 27.02	None	None
175							SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 16.58	None	None
176							SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	\$ 13.88	None	None
177							Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	\$ 4.41	None	None
178							Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 4.75	None	None
179							Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	\$ 4.68	None	None
180							ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	\$ 7.60	None	None
181							ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 6.46	None	None
182							ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	\$ 4.03	None	None
183							ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	\$ 51.87	None	None
184							ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 29.24	None	None
185							ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	\$ 21.61	None	None
186							ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	\$ 58.59	None	None
187							ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 35.96	None	None
188							ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	U6LGR	\$ 28.33	None	None
189							SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	\$ 45.50	None	None
190							SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 23.96	None	None
191							SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	\$ 18.70	None	None
192							SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$ 52.22	None	None
193							SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 30.68	None	None
194							SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$ 25.42	None	None
195							Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	\$ 7.02	None	None
196							Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 7.02	None	None
197							Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	\$ 7.02	None	None
198					0	Sub-loop Unbundling Cross Connect	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 448.78	\$ 170.20

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199							Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 450.33	\$ 171.77
200							Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 448.78	\$ 170.20
201							Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 450.57	\$ 171.77
202						<b>Dedicated Transport (DT)</b>	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNHS	\$ 148.99	\$ 301.93	\$ 179.82
203							DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$ 92.19	\$ 301.93	\$ 179.82
204							DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNHS	\$ 78.09	\$ 301.93	\$ 179.82
205							DT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$ 140.40	\$ 301.93	\$ 179.82
206							DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNHS	\$ 7.68	None	None
207							DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	\$ 14.17	None	None
208							DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNHS	\$ 2.24	None	None
209							DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$ 2.99	None	None
210							DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNJS	\$ 2,007.79	\$ 336.40	\$ 218.88
211							DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	\$ 1,223.73	\$ 336.40	\$ 218.88
212							DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNJS	\$ 822.78	\$ 336.40	\$ 218.88
213							DT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	\$ 1,696.31	\$ 336.40	\$ 218.88
214							DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNJS	\$ 160.14	None	None
215							DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	\$ 274.35	None	None
216							DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNJS	\$ 58.67	None	None
217							DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$ 58.13	None	None
218						<b>Dedicated Cross Connects</b>	DS1 to Collocation	UCXHX	\$ 8.90	\$ 101.70	\$ 67.27
219							DS3 to Collocation	UCXJX	\$ 29.16	\$ 107.23	\$ 72.83
220						<b>Multiplexing</b>	DS1 to VG	UM4BX	\$ 182.83	\$ 178.12	\$ 105.56
221							DS3 to DS1	UM4AX	\$ 632.51	\$ 895.90	\$ 522.41
222						<b>Dark Fiber</b>	Dark Fiber -Interoffice per strand	ULYCX	\$ 68.21	\$ 1,681.06	\$ 1,681.06
223							Dark Fiber - Interoffice per foot Zone 1 (Rural)	ULNCF	\$ 0.013236	None	None
224							Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.009097	None	None
225							Dark Fiber - Interoffice per foot Zone 3 (Urban)	ULNCF	\$ 0.012156	None	None
226							Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 7.65	\$ 78.27	\$ 78.27
227							Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 592.17	\$ 592.17
228					0	Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	UXRA1	\$ 1.30	\$ 93.15	\$ 72.40
229							2-wire Analog Loop to POA - Method 2	UXRA2	\$ 1.30	\$ 93.15	\$ 72.40
230							2-wire Analog Loop to POA - Method 3	UXRA3	\$ 1.30	\$ 93.15	\$ 72.40
231					0	<b>Routine Modifications</b>	Routine Modifications	N3RUE	NA	ICB	NA
232					0	<b>Service Order Charges</b>	Manual New - Simple	NRBUQ	None	\$ 47.95	None
233							Manual Change - Simple	NRBUO	None	\$ 46.22	None
234							Manual Record - Simple	NRBUU	None	\$ 28.64	None
235							Manual Disconnect - Simple	NRBUW	None	\$ 23.98	None
236							Manual Suspend - Simple	NRBJZ	None	\$ 28.64	None
237							Manual Restore - Simple	NRBJ9	None	\$ 28.64	None
238							Manual Expedited - Simple	NRMV1	None	\$ 46.22	None
239							Manual Customer Not Ready - Simple	NRMV5	None	\$ 46.22	None
240							Manual Due Date Change or Cancellation - Simple	NRMV3	None	\$ 46.22	None
241							Manual New - Complex	NRBUR	None	\$ 196.00	None

LINE AECN:  
RESALE AECN:  
ACNA:

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242							Manual Change - Complex	NRBUP	None	\$ 108.96	None
243							Manual Record - Complex	NRBUV	None	\$ 91.31	None
244							Manual Disconnect - Complex	NRBUX	None	\$ 52.41	None
245							Manual Suspend - Complex	NRBJ7	None	\$ 91.31	None
246							Manual Restore - Complex	NRBJ8	None	\$ 91.31	None
247							Manual Expedited - Complex	NRMV2	None	\$ 108.96	None
248							Manual Customer Not Ready - Complex	NRMV6	None	\$ 108.96	None
249							Manual Due Date Change or Cancellation - Complex	NRMV4	None	\$ 108.96	None
250							Electronic New - Simple	NR9W2	None	\$ 3.33	None
251							Electronic New - Complex	NRBGX	None	\$ 84.59	None
252							Electronic Change - Simple	NR9GG	None	\$ 3.33	None
253							Electronic Change - Complex	NR9G8	None	\$ 84.59	None
254							Electronic Record - Simple	NR9GU	None	\$ 3.33	None
255							Electronic Record - Complex	NR9G7	None	\$ 5.34	None
256							Electronic Disconnect - Simple	NR9GZ	None	\$ 3.33	None
257							Electronic Disconnect - Complex	NR9G9	None	\$ 28.91	None
258							Electronic Suspend - Simple	NRBJ5	None	\$ 3.33	None
259							Electronic Restore - Simple	NRBJ6	None	\$ 3.33	None
260							Electronic Expedited - Simple	NRMV7	None	\$ 3.33	None
261							Electronic Expedited - Complex	NRMVX	None	\$ 3.33	None
262							Electronic Customer Not Ready - Simple	NRMV9	None	\$ 3.33	None
263							Electronic Customer Not Ready - Complex	NRMVY	None	\$ 3.33	None
264							Electronic Due Date Change or Cancellation - Simple	NRMV8	None	\$ 3.33	None
265							Electronic Due Date Change or Cancellation - Complex	NRMVZ	None	\$ 3.33	None
266							PIC Change Charge	NRBL9	None	\$ 5.00	None
267				Directory Assistance	0	Directory Assistance	Directory Assistance (DA) - per call	ZZUO3	\$ 0.37	None	None
268							Directory Assistance (DA) - per call	ZZUO4	\$ 0.37	None	None
269							Directory Assistance Call Completion (DACC) - per call	ZZUO7	\$ 0.15	None	None
270							National Directory Assistance (NDA)	ZZUO5	\$ 0.65	None	None
271							National Directory Assistance (NDA)	ZZUO6	\$ 0.65	None	None
272							Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 2.00	None	None
273							Directory Assistance - Branding - Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	None
274							Directory Assistance - Branding Per call	ZZUCB	\$ 0.025	None	None
275							Directory Assistance - Based Rate Reference - Initial Load	NRBDL	None	\$ 2,200.00	None
276							Directory Assistance Rate Reference - Subsequent Load	NRBDM	None	\$ 1,000.00	None
277							Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.05850	None
278							Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.05850	None
279							Directory Assistance Listings (DAL)-Non-Pub	Not Applicable	None	\$ 0.05850	None
280							Emergency Message Service	Applicable	\$ 2.10	None	None
281							Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None
282							Reverse Directory Assistance	ZZUO8	\$ 0.65	None	None
283				Operator Services	0	Operator Services	Reverse Directory Assistance	ZZUO9	\$ 0.65	None	None
284							Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	\$ 0.15	None	None
285							Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	\$ 0.020	None	None
286							Operator Services - Branding Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	None
287							Operator Services - Branding - Per Call	ZZUCB	\$ 0.025	None	None
288							Operator Services - Rate Reference - Initial Load	NRBDL	None	\$ 2,200.00	None

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288							Operator Services - Rate Reference - Subsequent Load Reference Load	<b>NRBDM</b> <b>Not</b>	None	\$ 1,000.00	None
289				Hosting	0	Hosting	Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	<b>Applicable</b> <b>Not</b>	\$ 0.002	None	None
290							Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	<b>Applicable</b> <b>Not</b>	\$ 0.005	None	None
291							Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	<b>Not</b> <b>Applicable</b>	\$ 0.007	None	None
292							Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Network Company	<b>Not</b> <b>Applicable</b>	\$ 0.010	None	None
293				Clearinghouse	0	Clearinghouse	CH processing charge for service - per originated CH record	<b>Not</b> <b>Applicable</b>	\$ 0.020	None	None
294							CH billing message - per message	<b>Not</b> <b>Applicable</b>	\$ 0.050	None	None
295				UNE	0	Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	<b>MVV</b>	None	\$ 49.48	\$ 23.78
296							Overtime - per half hour	<b>MVV</b>	None	\$ 62.10	\$ 30.10
297							Premium Time - per half hour	<b>MVV</b>	None	\$ 74.73	\$ 36.40
298					0	Time and Materials Charges	Basic Time - per half hour	<b>ALK, ALT,ALH</b>	None	\$ 49.48	\$ 23.78
299							Overtime - per half hour	<b>ALK, ALT,ALH</b>	None	\$ 62.10	\$ 30.10
300							Premium Time - per half hour	<b>ALK, ALT,ALH</b>	None	\$ 74.73	\$ 36.40
301				STRUCTURED ACCESS	0	Poles and Duct^2	Poles (\$/attachment/yr.)		\$1.55		
302					1	(Structure)					
303					2	Per Foot Conduit Occupancy Fees					
304							Full Duct (\$/ft/yr.)		\$0.67		
305							Half Duct (\$/ft/yr)		\$0.34		
306					2	Contract Administration Fee			\$	125.00	
307					2	Administrative Record-Keeping Fee			\$	125.00	
308				RECIPROCAL COMPENSATION	0	RECIPROCAL COMPENSATION					
309						End Office Local Termination - Zone 1 Rural	Set up charge, per call	<b>ZZUR8</b>	\$0.00		
310							Duration charge, per MOU	<b>ZZUR2</b>	\$0.00		
311						End Office Local Termination - Zone 2 Suburban	Set up charge, per call	<b>ZZUR8</b>	\$0.00		
312							Duration charge, per MOU	<b>ZZUR2</b>	\$0.00		
313						End Office Local Termination - Zone 3 Urban	Set up charge, per call	<b>ZZUR8</b>	\$0.00		
314							Duration charge, per MOU	<b>ZZUR2</b>	\$0.00		
315						Rate for All ISP-Bound Traffic and Section 251(b)(5) Traffic as per FCC 01-131 per MOU		<b>ZZUR2</b>	\$ 0.0007		
316						Tandem Switching	Set up charge, per call	<b>USEAGE</b>	\$0.00		
317							Duration charge, per MOU	<b>ZZUR1</b>	\$0.00		
318						Common Transport	Termination per Minute of Use Zone 1 (Rural)	<b>ZZUST</b>	\$0.00		
319							Termination per Minute of Use Zone 2 (Suburban)	<b>ZZUST</b>	\$0.00		
320							Termination per Minute of Use Zone 3 (Urban)	<b>ZZUST</b>	\$0.00		
321							Termination per Minute of Use Zone Interzone	<b>ZZUST</b>	\$0.00		
322							Facilities per Minute, per Mile Zone 1 (Rural)	<b>ZZURF</b>	\$0.00		
323							Facilities per Minute, per Mile Zone 2 (Suburban)	<b>ZZURF</b>	\$0.00		
324							Facilities per Minute, per Mile Zone 3 (Urban)	<b>ZZURF</b>	\$0.00		
325							Facilities per Minute, per Mile Zone Interzone	<b>ZZURF</b>	\$0.00		
326						Transit	Transit Rate (Zone 1 - Rural), per MOU	<b>ZZUTN</b>	\$0.001770		
327							Transit Rate (Zone 2 - Suburban), per MOU	<b>ZZUTN</b>	\$0.001485		

UNE AECN:  
RESALE AECN:  
ACNA:

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a  
SBC OKLAHOMA  
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	A	B	C	D	E	F	G	H	I	J	K
328							Transit Rate (Zone 3 - Urban), per MOU	<b>ZZUTN</b>	\$0.001356		
329					0	OCA	OCA Transport & Termination	<b>ZZUR2</b>	None	None	None
330				RESALE	0	BUSINESS					
331					1	LOCAL EXCHANGE SERVICE					
332							Business 1 Party		19.80%	19.80%	NA
333							Business - Multi-Line Hunting		19.80%	19.80%	NA
334					1	EXPANDED LOCAL CALLING					NA
335							Expanded Local Calling (Mandatory)		19.80%	19.80%	NA
336							Mandatory Extended Area Calling Service (EACS)- 1 Party		19.80%	19.80%	NA
337							Mandatory EACS - Hotel/Motel Measured Trunk		19.80%	19.80%	NA
338							Mandatory EACS - Multi-Line Hunting		19.80%	19.80%	NA
339							Mandatory EACS - PBX Trunk		19.80%	19.80%	NA
340					1	VERTICAL SERVICES					NA
341							Auto Redial		19.80%	19.80%	NA
342							Call Blocker		19.80%	19.80%	NA
343							Call Forwarding		19.80%	19.80%	NA
344							Call Forwarding - Busy Line		19.80%	19.80%	NA
345							Call Forwarding - Busy Line/Don't Answer		19.80%	19.80%	NA
346							Call Forwarding - Don't Answer		19.80%	19.80%	NA
347							Call Return		19.80%	19.80%	NA
348							Call Trace		19.80%	19.80%	NA
349							Call Waiting		19.80%	19.80%	NA
350							Calling Name		19.80%	19.80%	NA
351							Calling Number		19.80%	19.80%	NA
352							ComCall®		19.80%	19.80%	NA
353							Personalized Ring (1 dependent number)		19.80%	19.80%	NA
354							Personalized Ring (2 dependent numbers - 1st number)		19.80%	19.80%	NA
355							Personalized Ring (2 dependent numbers - 2nd number)		19.80%	19.80%	NA
356							Priority Call		19.80%	19.80%	NA
357							Remote Access to Call Forwarding		19.80%	19.80%	NA
358							Selective Call Forwarding		19.80%	19.80%	NA
359							Simultaneous Call Forwarding		19.80%	19.80%	NA
360							Speed Calling 8		19.80%	19.80%	NA
361							Speed Calling 30		19.80%	19.80%	NA
362							Three Way Calling		19.80%	19.80%	NA
363					1	DID					
364							DID (First Block of 100 - Category 1)		19.80%	19.80%	NA
365							DID (First Block of 10 - Category 1)		19.80%	19.80%	NA
366							DID (Ea. adl. block of 10 after first 10 - Category 1)		19.80%	19.80%	NA
367							DID (Ea. adl. block of 100 after first 100 - Category 2)		19.80%	19.80%	NA
368							DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		19.80%	19.80%	NA
369							DID (with Multifrequency)		19.80%	19.80%	NA
370							DID (with Dual-Tone Multifrequency)		19.80%	19.80%	NA
371							DID (1st 10 Trunks or access lines)		19.80%	19.80%	NA
372							DID (11th thru 50th trunk or network access line)		19.80%	19.80%	NA
373							DID (51st trunk or network access line)		19.80%	19.80%	NA
374					1	TRUNKS					NA
375							Analog Trunks		19.80%	19.80%	NA
376							Digital Trunks		19.80%	19.80%	NA
377					1	AIN					NA
378							Area Wide Networking		19.80%	19.80%	NA
379							Caller Intellidata®		19.80%	19.80%	NA
380							Disaster Routing Service		19.80%	19.80%	NA

LINE AECN:  
RESALE AECN:  
ACNA:

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	A	B	C	D	E	F	G	H	I	J	K
381							Intelligent Redirectsm		19.80%	19.80%	NA
382							Positive ID		19.80%	19.80%	NA
383					1	OTHER					NA
384							Bundled Telecommunications Services (e.g., the Works)		19.80%	19.80%	NA
385							Busy Out Arrangements		19.80%	19.80%	NA
386							Customer Alerting Enablement		19.80%	19.80%	NA
387							Grandfathered Services		19.80%	19.80%	NA
388							Hot Line		19.80%	19.80%	NA
389							Hunting		19.80%	19.80%	NA
390							Local Operator Assistance Service		19.80%	19.80%	NA
391							Night Number associated with Telephone Number		19.80%	19.80%	NA
392							Night Number associated with a Terminal		19.80%	19.80%	NA
393							Promotions (Greater than 90 days)		19.80%	19.80%	NA
394							Preferred Number Service		19.80%	19.80%	NA
395							Telebranch®		19.80%	19.80%	NA
396							TouchTone		19.80%	19.80%	NA
397							Voice Dial		19.80%	19.80%	NA
398							Warm Line		19.80%	19.80%	NA
399					1	Data Services					NA
400							Gigabit Ethernet Metropolitan Area Network (GigaMAN )		19.80%	19.80%	NA
401							PBX Trunks		19.80%	19.80%	NA
402							Mult-Service Optical Network (MON )		19.80%	19.80%	NA
403							DS3		19.80%	19.80%	NA
404					1	ISDN					NA
405							Circuit Switched Video/Circuit Switched Data		19.80%	19.80%	NA
406							Select Video Plus®		19.80%	19.80%	NA
407							Digilinesm (ISDN BRI)		19.80%	19.80%	NA
408							Smart Trunksm (ISDN PRI)		19.80%	19.80%	NA
409							SuperTrunk		19.80%	19.80%	NA
410					1	TOLL					NA
411							IntraLATA MTS		19.80%	19.80%	NA
412							MaxiMizer 800®		19.80%	19.80%	NA
413							OutWATS		19.80%	19.80%	NA
414							800 Service		19.80%	19.80%	NA
415					1	OPTIONAL TOLL CALLING PLANS					NA
416							1+SAVERsm		19.80%	19.80%	NA
417							1+SAVER Directsm		19.80%	19.80%	NA
418							Circle Saver		19.80%	19.80%	NA
419							Corridor Optional Saver		19.80%	19.80%	NA
420							Extended Community Saver		19.80%	19.80%	NA
421					1	PLEXAR®					NA
422							Plexar I®		19.80%	19.80%	NA
423							Plexar II®		19.80%	19.80%	NA
424							Plexar Custom		Variable	Variable	NA
425					1	PRIVATE LINE					NA
426							Analog Private Lines		19.80%	19.80%	NA
427							Automated Distribution Services		19.80%	19.80%	NA
428							Digital Loop Service		19.80%	19.80%	NA
429							Foreign Exchange Service		19.80%	19.80%	NA
430							Foreign Serving Office		19.80%	19.80%	NA
431							Frame Relay		19.80%	19.80%	NA
432							Group Alerting Services		19.80%	19.80%	NA
433							MegaLink I®		19.80%	19.80%	NA
434							MegaLink II®		19.80%	19.80%	NA
435							MegaLink III®		19.80%	19.80%	NA
436							MicroLink I®		19.80%	19.80%	NA
437							MicroLink II®		19.80%	19.80%	NA

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438							MultiPoint Video		19.80%	19.80%	NA
439							Service Loop Facility Modification Service		19.80%	19.80%	NA
440					0	RESIDENCE					
441					1	LOCAL EXCHANGE SERVICE					NA
442							Life Line and Link Up America Services		19.80%	19.80%	NA
443							Residence 1 Party		19.80%	19.80%	NA
444							Residence Measured		19.80%	19.80%	NA
445					1	EXPANDED LOCAL CALLING					NA
446							Expanded Local Calling (Mandatory)		19.80%	19.80%	NA
447							Mandatory Extended Area Calling Service (EACS)- 1 Party		19.80%	19.80%	NA
448							Mandatory EACS - One element measured, 1 Party		19.80%	19.80%	NA
449					1	VERTICAL SERVICES					NA
450							Auto Redial		19.80%	19.80%	NA
451							Call Blocker		19.80%	19.80%	NA
452							Call Forwarding		19.80%	19.80%	NA
453							Call Forwarding - Busy Line		19.80%	19.80%	NA
454							Call Forwarding - Busy Line/Don't Answer		19.80%	19.80%	NA
455							Call Forwarding - Don't Answer		19.80%	19.80%	NA
456							Call Return		19.80%	19.80%	NA
457							Call Trace		19.80%	19.80%	NA
458							Call Waiting		19.80%	19.80%	NA
459							Calling Name		19.80%	19.80%	NA
460							Calling Number		19.80%	19.80%	NA
461							ComCall®		19.80%	19.80%	NA
462							Personalized Ring (1 dependent number)		19.80%	19.80%	NA
463							Personalized Ring (2 dependent numbers - 1st number)		19.80%	19.80%	NA
464							Personalized Ring (2 dependent numbers - 2nd number)		19.80%	19.80%	NA
465							Priority Call		19.80%	19.80%	NA
466							Remote Access to Call Forwarding		19.80%	19.80%	NA
467							Selective Call Forwarding		19.80%	19.80%	NA
468							Simultaneous Call Forwarding		19.80%	19.80%	NA
469							Speed Calling 8		19.80%	19.80%	NA
470							Three Way Calling		19.80%	19.80%	NA
471					1	ISDN					
472					1	OTHER					
473							Bundled Telecommunications Services (e.g., the Works)		19.80%	19.80%	NA
474							Customer Alerting Enablement		19.80%	19.80%	NA
475							Grandfathered Services		19.80%	19.80%	NA
476							Hot Line		19.80%	19.80%	NA
477							Local Operator Assistance Service		19.80%	19.80%	NA
478							Promotions (Greater than 90 days)		19.80%	19.80%	NA
479							Preferred Number Service		19.80%	19.80%	NA
480							TouchTone		19.80%	19.80%	NA
481							Voice Dial		19.80%	19.80%	NA
482							Warm Line		19.80%	19.80%	NA
483					0	OTHER (Resale)					NA
484					1	DIRECTORY ASSISTANCE SERVICES			19.80%	19.80%	NA
485							Nationwide Listing Services (NLS)		19.80%	19.80%	NA
486					1	TOLL					NA
487							Home 800sm		19.80%	19.80%	NA
488							IntraLATA MTS		19.80%	19.80%	NA
489					1	OPTIONAL TOLL CALLING PLANS					NA
490							1+SAVERsm		19.80%	19.80%	NA
491							1+SAVER Directsm		19.80%	19.80%	NA

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	A	B	C	D	E	F	G	H	I	J	K
492							Circle Saver		19.80%	19.80%	NA
493							Corridor Optional Saver		19.80%	19.80%	NA
494							Extended Community Saver		19.80%	19.80%	NA
495							900/976 Call Restriction		19.80%	19.80%	NA
496							Access Services		0%	0%	NA
497							Additional Directory Listings		19.80%	19.80%	NA
498							Bill Plus		5%	5%	NA
499							Company Initiated Suspension Service		0%	0%	NA
500							Connections with Terminal Equipment and Communications Equipment		0%	0%	NA
501							Consolidated Billing		5%	5%	NA
502							Construction Charges		0%	0%	NA
503							Customer Initiated Suspension Service		0%	0%	NA
504							Exchange Connection Service		0%	0%	NA
505							Maintenance of Service Charges		0%	0%	NA
506							Telecommunications Service Priority Systems		0%	0%	NA
507							Toll Billing Exception		19.80%	19.80%	NA
508							Toll Restriction		19.80%	19.80%	NA
509							Wireless Carrier Interconnection Services		0%	0%	NA
510					1	Electronic Billing Information Data (daily usage) per message			\$ 0.003	NA	NA
511					1	Simple conversion charge per billable number			NA	\$ 13.69	NA
512					1	Electronic conversion orders per billable number			NA	\$ 3.33	NA
513					1	Complex conversion orders per billable number			NA	\$ 69.51	NA
514					1	OS/DA					
515					2	Branding - Resellers					
516							- Initial Load	NRBDG	NA	\$1,800.00	NA
517							- Subsequent Load	NRBDG	NA	\$1,800.00	NA
518							- Per Call	ZZUCB	\$ 0.025000	NA	NA
519					2	Rate Reference - Reseller					
520							- Initial Load	NRBDL	NA	\$2,200.00	NA
521							- Subsequent Load	NRBDM	NA	\$1,000.00	NA

**APPENDIX WP  
EXHIBIT 1  
SBC OKLAHOMA**

Directory White Pages Price Sheet				
Directory			Price Per Single Sided Informational Page	
Chickasha			\$2076.92	
Oklahoma City			\$2076.92	
Green Country			\$2076.92	
Okmulgee			\$2076.92	
Tulsa Business			\$2076.92	
Tulsa Residence			\$2076.92	
Bartelsville			\$241.17	
Enid			\$241.17	
Lawton			\$241.17	
Muskogee			\$241.17	
Stillwater			\$241.17	
Ada			\$100.80	
Altus			\$100.80	
Southeast Oklahoma			\$100.80	
Ardmore			\$100.80	
N Seminole Area			\$100.80	
Chandler			\$100.80	
Duncan			\$100.80	
Lake Texoma			\$100.80	
Land of Lakes			\$100.80	
Mcalister			\$100.80	
Pauls Valley			\$100.80	
Ponca City			\$100.80	
Sallisaw			\$100.80	
Spiro			\$100.80	
Tahlequah/Westville			\$100.80	
Western Okla. Regional			\$100.80	
Woodward			\$100.80	

# ATTACHMENT PERFORMANCE MEASUREMENTS

## ATTACHMENT PERFORMANCE MEASUREMENTS

This Attachment Performance Measurements sets forth the terms and conditions under which SBC OKLAHOMA will report performance to CLEC and compare that performance to SBC OKLAHOMA's own performance or benchmark criteria, whichever is applicable. 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 Agreement).

1. SBC Oklahoma agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix Performance Measurements Business Rules. SBC OKLAHOMA will collect, analyze, and report performance data for these measures in accordance with SBC OKLAHOMA's Performance Measurement Business Rules, as approved by the Corporation Commission of Oklahoma (the "Commission" or "OCC"). Both the performance measures and the business rules are subject to modification in accordance with Section 3.0.
2. 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 OKLAHOMA (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 Agreement.
3. 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 OKLAHOMA, other CLECs, and Commission representatives.
  - 3.1 As provided in the Performance Remedy Plan Agreement, 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 Oklahoma 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 Agreement. Except as otherwise provided in the Performance Remedy Plan Agreement, neither Party shall have a right to seek Oklahoma 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 OKLAHOMA 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 OKLAHOMA will allow CLEC to have an independent audit conducted, at CLEC's expense, of SBC OKLAHOMA's 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 OKLAHOMA 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. General Assessments Payable to the Oklahoma State Treasury
  - 4.1 If SBC OKLAHOMA 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;
    - 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 OKLAHOMA alters previously reported data to a CLEC, and after discussions with SBC OKLAHOMA 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. Reports

5.1 CLEC will have access to monthly reports on aggregate CLEC liquidated damages paid (credits issued), performance measures and business rules through an Internet website. The website will include individual CLEC data, aggregate CLEC data, and SBC OKLAHOMA's state aggregate data.

5.2 In the event SBC OKLAHOMA misses any measurement for two consecutive months, for each succeeding violation of that measurement, upon request from a CLEC, SBC OKLAHOMA 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 OKLAHOMA processes, to the extent appropriate.

5.3 SBC Oklahoma will not levy a separate charge for provision of the data to CLEC called for under this Attachment. SBC Oklahoma 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. Attached hereto, and incorporated herein by reference, are the following Appendices:

Appendix 1: Performance Measurement Business Rules (Version 4.0)

**APPENDIX**

**PERFORMANCE MEASUREMENTS**

**BUSINESS RULES**

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## PERFORMANCE MEASUREMENTS BUSINESS RULES

### A. Pre-Ordering/Ordering

<b>1.1. Measurement</b>	
Average Response Time for Manual Loop Make-Up Information	
<b>Definition:</b>	
The average time required to provide manual loop qualification for xDSL capable loops measured in business days.	
<b>Exclusions:</b>	
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.	
<b>Business Rules:</b>	
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.	
<b>Calculation:</b>	<b>Report Structure:</b>
$\Sigma(\text{Date and Time the Loop Qualification is made available to CLEC} - \text{Date and Time the CLEC request is received}) / \text{Total number of loop qualifications}$	By CLEC, All CLECs and SBC or its affiliates (or SBC acting on behalf of its affiliate).by state.
<b>Disaggregations and Benchmarks:</b>	
None	3 business days (Critical Z does not apply)

<b>2. Measurement</b>	
Percent Responses Received within "X" seconds – OSS Interfaces	
<b>Definition:</b>	
The percent of responses completed in "x" seconds for pre-order interfaces (EnhancedVerigate, EDI and CORBA ) by function.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
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.	
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.	

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:
(# 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:	
Overall transactions returned within required interval. Benchmark 95% Does not include Protocol Translation times as noted below.	
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)	
All measurements below will be reported on a diagnostic basis.	
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)
<b>Definition:</b>
OSS Interface Defects per Million Minutes Opportunities of Scheduled Availability
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>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</li> <li>Undetected Interface outages reported by a CLEC that were not reported to SBC Southwest's designated trouble reporting center within 5 business days</li> </ul>

<b>Business Rules:</b>	
<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>	
<b>Calculation:</b>	<b>Report Structure:</b>
Minutes of outage / Minutes of scheduled availability * 1,000,000	CLECs in the aggregate (except for RAF which is reported by CLEC)
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• Verigate (interface only) = 5000 DPMO</li> <li>• EDI Pre-Order (interface only) = 3000 DPMO</li> <li>• CORBA Pre-Order (interface only) = 3000 DPMO</li> <li>• Total of all 5 Pre-Order function disaggregations = 5,000 DPMO</li> <li>• LEX = 5000 DPMO</li> <li>• EDI Ordering = 3000 DPMO</li> <li>• EBTA GUI = 5000 DPMO</li> <li>• EBTA App-to-App = 5000 DPMO</li> <li>• SBC Southwest RAF (by CLEC) = 5000 DPMO</li> <li>• SBC Toolbar = 5000 DPMO</li> <li>• EASE reported for Consumer and Business = Diagnostic</li> </ul> <p>(Critical Z does not apply)</p>	

<b>5. Measurement: (PM 5 combined with PM 5.2)</b>
Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests and returned within X days on ASR requests.
<b>Definition:</b>
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.
<b>Exclusions:</b>
<p>For LSRs</p> <ul style="list-style-type: none"> <li>• Rejected (manual and electronic) LSRs.</li> <li>• SBC only Disconnect orders.</li> <li>• Services ordered out of the Access Tariff</li> <li>• Interconnection Orders</li> <li>• Unbundled Dedicated Transport Orders</li> </ul> <p>For ASRs</p> <ul style="list-style-type: none"> <li>• All LSRs</li> <li>• Access Orders purchased from SBC tariffs</li> <li>• Rejected (manual and electronic) ASRs</li> <li>• SBC Only disconnect Orders</li> </ul>
<b>Business Rules:</b>
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 2<sup>nd</sup> 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:	
1. Electronic/Electronic LSRs 2. Manual Intervention LSRs A. Mechanized Simple Res/Bus/UNE-P/Mechanized UNE Loop (1-49)/Mechanized Switch Ports/ Mechanized LNP with Loop (1-19)/ EELS B. Mechanized UNE xDSL Capable Loop (1-20) C. Mechanized UNE xDSL Capable Loop (>20) 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) 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) 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 3. ASRs A. Interconnection Facilities and Trunks B. Unbundled Dedicated Transport DS3s C. Unbundled Dedicated Transport DS1s D. Projects	1. Electronic – Electronic 95% within 45 minutes 2. 95% within A. 5 Hours B. 6 Hours C. 14 Hours D. 24 Hours E. 48 Hours F. Negotiated interval 3. 95% within A. 7 business days B. 5 business days C. 1 business days D. Negotiated Interval (Critical Z does not apply)

<b>7.1 Measurement</b>
Percent Mechanized Completion Notifications Available Within one Business Day of Work Completion
<b>Definition:</b>

Percent Mechanized Completion Notifications Available Within one Business Day	
<b>Exclusions:</b>	
Exclude Weekends And Holidays	
<b>Business Rules:</b>	
Days are calculated by subtracting the date the SOC was available to the CLEC via EDI/LEX minus the order completion date. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.	
<b>Calculation:</b>	<b>Report Structure:</b>
(# 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.
<b>Disaggregations and Benchmark:</b>	
None	97% (Critical Z does not apply)

<b>10. Measurement (PM 10 combined with PM 10.1)</b>
Percent Mechanized/Manual Rejects Returned Within "X" hours of receipt of LSR
<b>Definition:</b>
Percent mechanized rejects returned within one hour of the receipt of the LSR
<b>Exclusions:</b>
For manual rejects received electronically only, rejects of LSRs received through manual process.
<b>Business Rules:</b>
<u>Mechanized Rejects</u> 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.
<u>Manual Rejects Received Electronically</u> 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.
<u>Mechanized Rejects</u> 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.

**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.

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.

Calculation:	Report Structure:
$\left( \frac{\text{\# mechanized rejects returned within 1 hour}}{\text{total rejects}} \right) * 100$ $\left( \frac{\text{\# electronic manual rejects returned within 6 hours of receipt of LSR}}{\text{total electronic manual rejects}} \right) * 100$	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)

<b>10.2 Measurement:</b>	
Percentage of Orders that receive SBC-caused Jeopardy Notifications	
<b>Definition:</b>	
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.	
<b>Exclusions:</b>	
N and D service orders	
<b>Business Rules:</b>	
Percentage of Orders Given Jeopardy Notices measures the number of jeopardy notices sent to customers as a percentage of the total number of orders completed in the period. A jeopardy is a notification provided to the CLECs where SBC identifies the potential for not meeting the scheduled due date (LOF or additional information).	
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.	
Calculation:	Report Structure:

(Number of orders jeopardized ÷ Number of orders confirmed) * 100	Reported by CLEC and all CLECs, by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999)</li> <li>• Facilities Jeopardies</li> <li>• Other SBC caused Jeopardies</li> <li>• 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..</li> </ul>	Diagnostic

<b>11.2 Measurement:</b>
Average SBC-caused Jeopardy Notification Interval
<b>Definition:</b>
<p>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).</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>
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• N and D Service orders</li> </ul>
<b>Business Rules:</b>
<p>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.</p>
<b>Levels of Disaggregation:</b>
<ul style="list-style-type: none"> <li>• Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999)</li> <li>• Facilities Jeopardies             <ul style="list-style-type: none"> <li>POTS (includes the following):                 <ul style="list-style-type: none"> <li>• 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)</li> <li>• 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW)</li> <li>• 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access</li> <li>• UNE Platform – POTS</li> </ul> </li> </ul> </li> </ul>

<p>UNE SPECIALS or Designed Services (includes the following):</p> <ul style="list-style-type: none"> <li>• BRI Loop with Test Access</li> <li>• ISDN BRI Port</li> <li>• DS1 Loop with Test Access</li> <li>• DS1 Dedicated Transport</li> <li>• Subtending Channel (23B)</li> <li>• Subtending Channel (1D)</li> <li>• Analog Trunk Port</li> <li>• Subtending Digital Direct Combination Trunks</li> <li>• DS3 Dedicated Transport</li> <li>• Dark Fiber</li> <li>• DSL Loops – Line Sharing</li> <li>• DSL Loops – Non-Line Sharing</li> <li>• DSL Loops - Line Splitting</li> <li>• UNE-Platform-Specials</li> </ul> <ul style="list-style-type: none"> <li>• Other SBC caused Jeopardies</li> <li>• CLEC/EU caused Jeopardies</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
Sum (( Committed Due Date /Time for the order) – (Date/Time of Jeopardy notice))/ (number of Jeopardy Orders)	Reported by CLEC and all CLECs and SBC affiliate by state.
<b>Benchmark:</b>	
<p>Facilities Jeopardies:                  POTS – 1 hour                  UNE Specials – 4 hours                  Other SBC caused – 1 day</p> <p>Diagnostic only</p>	

<b>12.1 Measurement</b>	
Percent Provisioning Accuracy	
<b>Definition:</b>	
Percent of completed service orders submitted via LEX/EDI that are provisioned as requested on the CLEC submitted LSR.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Cancelled Orders</li> <li>• Rejected orders due to CLEC caused errors</li> </ul>	
<b>Business Rules:</b>	
<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>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# 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"> <li>Flow Through</li> <li>Non-Flow Through</li> </ul> <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	
<b>Definition:</b>	
Percent mechanized line loss notifications returned within one business day of the completion of work.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>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.</li> <li>CLEC-caused misses and delays</li> </ul>	
<b>Business Rules:</b>	
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.	
<b>Calculation:</b>	<b>Report Structure:</b>
(# 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	
<b>Definition:</b>	
Percent of orders from entry to distribution that progress through SBC ordering systems without manual intervention.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Excludes rejected orders</li> <li>Manually received orders</li> </ul>	
<b>Business Rules:</b>	
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.	
<b>Calculation:</b>	<b>Report Structure:</b>
(# 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%

<b>13. 1 Measurement</b>	
Overall Percent LSR Process Flow Through	
<b>Definition:</b>	
Percent of LSRs that progress through SBC's ordering, provisioning, and billing systems without manual intervention.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• LSRs rejected electronically at LASR or MOG due to a CLEC-caused entry error</li> </ul>	
<b>Business Rules:</b>	
<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"> <li>• LSRs for which SBC returns a manually generated reject, order confirmation, or jeopardy notification,</li> <li>• 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,</li> <li>• LSRs with any associated service orders that do not distribute out of SBC's SORD system without fall out or manual processing,</li> <li>• LSRs with any associated service orders that do not update databases without fall out or manual processing,</li> <li>• LSRs which result in any manual AIN trigger setting or manual switch translation work,</li> <li>• 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.</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of LSRs completely processed without manual intervention ÷ total # of LSRs not rejects at LASR or MOG due to CLEC-caused entry error) * 100	Reported by CLEC, all CLECs, SBC and SBC Affiliates by state.
<b>Disaggregations and Benchmarks:</b>	
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**

<b>17.2New Measurement</b>
Billing Completion Notices
<b>Definition:</b>
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.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Access Service Orders billed through CABS</li> <li>• Interconnection Trunk Orders</li> <li>• T-Orders when dual service is involved</li> <li>• Weekends and Holidays</li> </ul>

<b>Business Rules:</b>	
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.	
<b>Calculation:</b>	<b>Report Structure:</b>
Sum (Number of Billing Completion Notices sent within 5 Business Days) / (Number of Billing Completion Notices sent) x 100	Reported by State
<b>Disaggregations and Benchmarks:</b>	
None	95% Billing Completion Notices within 5 business days of service order posting in SORD.

## C. Miscellaneous Administrative

<b>22. Measurement</b>	
Local Service Center (LSC) Grade Of Service (GOS)	
<b>Definition:</b>	
Percent of calls answered by the Local Service Center (LSC) within 20 seconds.	
<b>Exclusions:</b>	
Excludes Weekends and Holidays.	
<b>Business Rules:</b>	
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.	
<b>Calculation:</b>	<b>Report Structure:</b>
Total number of calls answered by the LSC within a specified period of time ÷ Total number of calls answered by the LSC	Reported for all calls to the LSC by operational separation
<b>Disaggregations and Benchmarks:</b>	
By SBC LSC	Parity with SBC RSC / BSC

<b>22.1 Measurement:</b>	
Mechanized Customer Production Support Center (MCPSC) Average Speed of Answer	
<b>Definition:</b>	
Average speed of answer for calls answered by the Mechanized Customer Production Support Center (MCPSC) for the SBC region.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Weekends</li> <li>• Holidays</li> <li>• Outside normal business hours</li> </ul>	

<b>Business Rules:</b>	
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.	
<b>Calculation:</b>	<b>Report Structure:</b>
Total amount of time between the receipt of a call to the selected regional option for the MCPSC until the call is answered by the SBC representative / Total number of calls answered by the MCPSC.	Reported for all calls to the MCPSC.
<b>Disaggregations and Benchmarks:</b>	
None	Less than 120 seconds. Critical-Z does not apply.

<b>25. Measurement</b>	
Local Operations Center (LOC) Grade Of Service (GOS)	
<b>Definition:</b>	
Percent of calls answered by the Local Operations Center (LOC) within 20 seconds	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The clock starts when the customer enters the queue and the clock stops when the 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.	
<b>Calculation:</b>	<b>Report Structure:</b>
Total number of calls answered by the LOC 20 seconds ÷ total number of calls answered by the LOC	Reported for all calls to the LOC by operational separation and SBC Retail Repair Bureau (CSB) for maintenance calls by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• Maintenance Calls (i.e., calls to 1-800-220-4818)</li> <li>• Provisioning Calls – DSL (i.e., calls to 1-817-212-5900)</li> <li>• Provisioning Calls – All other (i.e., calls to Resale:1-817-212-5598; calls to Interconnection: 1-817-212-5588)</li> </ul> (The telephone numbers above are subject to change, but notification will be made via an Accessible Letter.)	<ul style="list-style-type: none"> <li>• Parity with SBC CSB</li> <li>• 90% within 20 seconds (Critical Z does not Apply)</li> <li>• 90% within 20 seconds (Critical Z does not Apply)</li> </ul>

D. Provisioning

<b>28. Measurement (PM 28 combined with PM 56, PM 56.1, PM 73, and PM 91)</b>	
Percent POTS/UNE-P/Specials/UNES/LNP Loop/LNP Standalone/Interconnection Trunks Installations Completed Within the customer requested due date.	
<b>Definition:</b>	
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:
POTS/UNE-P/Specials/UNEs - (Count of orders/circuits installed within the requested interval ÷ total number of orders/circuits not subject to exclusions) * 100  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  Interconnection Trunks - (Count trunk circuits 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 ÷ total trunk circuits completed) * 100	Reported for CLEC, all CLECs and SBC by state.

<b>Disaggregations and Benchmarks:</b>	
<b>POTS</b>	
1. 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. No Field Work (NFW) - Bus Class of Svc - Res Class of Svc	2. Resale POTS parity between No Field Work compared to SBC Retail No Field Work (N, T, C order types).
3. UNE-P -Field Work (FW)	3. UNE-P Parity between Field Work compared to SBC Retail Field Work (N, T, C order types)
4. UNE -P - No Field Work (NFW)	4. UNE-P Parity between No Field Work compared to SBC Retail No Field Work. (N, T, C order types).
5. 8.0dB Loops (standalone and loop with LNP)	5. 95%
<b>Resale Specials/UNE</b>	
6. DS0 (DDS, VGPL, 5 db loops, switch ports)	6. 95%
7. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport	7. 95% in five days (Critical Z does not apply)
8. ISDN & BRI (resale, loops and ports)	8. 95%
9. DSL and Line Splitting	9. 95%
10. Line Sharing and IDSL)	10. 95%
11. EELS – DSO	11. 90%(5 days), 92% in 6 months, 95% in a year
12. EELS – DS1	12. 90%(5 days), 92% in 6 months, 95% in a year (Critical Z does not apply)
13. Interconnection trunks	13. 95%
14. <u>LNP only:</u> NXXs previously opened and NXX new ( 1-30 TNs and greater than 30 TNs)	14. 96.5%

<b>30. Measurement (PM 30 Combined with PM 60)</b>
Percent SBC Missed Due Dates Due To Lack of Facilities
<b>Definition:</b>
<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.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Excludes orders that are not N, T, or C.</li> <li>• Interconnection Trunks.</li> </ul>

<b>Business Rules:</b>	
<p><b>POTS/UNE-P –</b>            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><b>Specials –</b>            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><b>UNEs/EELS –</b>            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>	
<b>Calculation:</b>	<b>Report Structure:</b>
(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.
<b>Disaggregations and Benchmarks:</b>	
<ol style="list-style-type: none"> <li>1. POTS- Field Work (FW)               <ul style="list-style-type: none"> <li>- Bus Class of Svc</li> <li>- Res Class of Svc</li> </ul> </li> <li>2. UNE-P -_Field Work (FW)</li> <li>3. 8.0dB Loops</li> </ol> <p><u>Resale Specials/UNEs:</u></p> <ol style="list-style-type: none"> <li>4. DS0 (DDS, VGPL, switch ports)</li> <li>5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport</li> <li>6. ISDN &amp; BRI (resale, loops, and ports)</li> <li>7. DSL and Line Splitting</li> <li>8. Line Sharing and IDSL</li> <li>9. EELS – DS0</li> <li>10. EELS – DS1</li> </ol>	<ol style="list-style-type: none"> <li>1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types)</li> <li>2. UNE-P Parity between Field Work compared to SBC Field Work (N, T, C order types)</li> <li>3. Compared to Business Retail POTS and Residence Retail POTS Combined</li> <li>4. 5%</li> <li>5. 4% (Critical Z does not apply)</li> <li>6. 5%</li> <li>7. 5%</li> <li>8. 5%</li> <li>9. 5%</li> <li>10. 8%, 4% in 6 months (Critical Z does not apply)</li> </ol> <p>Note: Comparisons are used for Diagnostic purposes only.</p>

<b>32. Measurement (PM 32 Combined with PM 62 and PM 74)</b>	
Average Delay Days For SBC Caused Missed Due Dates.	
<b>Definition:</b>	
<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.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Excludes orders that are not N, T, or C.</li> </ul> <p>For Specials/UNEs/Interconnection Trunks Only:</p> <ul style="list-style-type: none"> <li>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.</li> </ul>	
<b>Business Rules:</b>	
<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>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{\Sigma(\text{Completion date} - \text{orders/committed circuits due date})}{\text{total \# of completed orders/posted circuits with a SBC caused missed due date}}$	Reported for CLEC, all CLECs and SBC, by state.

<b>Disaggregations and Benchmarks:</b>	
<b>POTS</b>	
1. Field Work (FW) - Bus Class of Svc - Res Class of Svc No Field Work (NFW) - 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) and No Field Work compared to SBC Retail No Field Work (N, T, C order types).
2. UNE-P Field Work (FW) No Field Work (NFW)	2. 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).
3. 8.0dB Loops – FW 8.0dB Loops – NFW	3. Compared to Business Retail POTS and Residence Retail POTS Combined – FW and NFW
<u>Resale Specials/UNEs:</u>	
4. DS0 (DDS, VGPL, 5.0 dB loops, switch ports)	4. 6 days
5. DS1 and above (DS1, DS3, OCn, and Dark Fiber) Loops and Transport)	5. 6 days (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 5 days
7. DSL and Line Splitting	7. 6 days
8. Line Sharing and IDSL	8. 6 days
9. EELS – DS0	9. 6 days
10. EELS – DS1	10. 6 days (Critical Z does not apply)
11. Interconnection Trunks	11. 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:**

- 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.

<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• CLEC-caused errors.</li> <li>• NPAC-caused errors unless caused by SBC.</li> <li>• Stand Alone LNP Orders with more than 500 number activations.</li> </ul>	
<b>Business Rules:</b>	
<u>POTS/UNE-P</u>	
<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.</p>	
<u>Resale specials</u>	
<p>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.</p>	
<u>UNES/EELS</u>	
<p>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.</p>	
<b>Calculation:</b>	<b>Report Structure:</b>
(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.
<b>Disaggregations and Benchmarks:</b>	
<p>1. POTS                  N&amp; T orders                  C Orders                  Field Work (FW)                  No Field Work (NFW)                  Business class of service                  Residence class of service</p> <p>2. UNE-P                  New/Move Orders</p>	<p>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).</p> <p>2. UNE-P                  Parity between Field Work New and Move orders</p>

Change/conversion Orders Field Work (FW) No Field Work (NFW)	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. 8.0dB Loop	3. Compared to Retail POTS Business and Retail POTS Residence combined
<u>Specials Resale/UNE</u>	
4. DS0 (DDS, VGPL, 5 db Loops, & switch ports)	4. 5%
5. DS1 and above (DS1,DS3, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 5%
7. DSL and Line Splitting	7. 5%
8. Line Sharing and IDSL	8. 5%
9. EELS – DS0	9. 8%, 5% in 6 months
10. EELS – DS1	10. 8%, 5% in 6 months (Critical Z does not apply)
11. Stand Alone LNP	11. Parity with SBC Retail POTS – No Field Work

<b>101. Measurement:</b>	
Percent Out of Service < 60 minutes	
<b>Definition:</b>	
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.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• CLEC-caused errors.</li> <li>• NPAC-caused errors unless caused by SBC.</li> <li>• Stand Alone LNP Orders with more than 500 number activations.</li> </ul>	
<b>Business Rules:</b>	
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.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• None</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Number of activations provisioned in less than 60minutes) ÷ (total LNP activations) * 100.	Reported by CLEC and all CLECs by state.
<b>Disaggregations and Benchmarks:</b>	
None	96.5% Critical z-value does not apply

E. Maintenance

<b>37.1 Measurement (PM 37.1 Combined with PM 65.1)</b>	
Trouble Report Rate net of installation and repeat reports	
<b>Definition:</b>	
The number of electronic or manual customer trouble reports exclusive of installation and repeat reports within a calendar month, per 100 lines/circuits/UNEs.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes reports caused by customer provided equipment (CPE), Interexchange Carrier/Competitive Access Provider, and Informational or wiring.                             <ul style="list-style-type: none"> <li>• 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.</li> </ul> </li> <li>• 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.</li> <li>• 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.</li> <li>• Excludes BRI loops without test access</li> <li>• Excludes DSL loops &gt; 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.</li> <li>• 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.</li> <li>• 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</li> </ul>	
<b>Business Rules:</b>	
<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.	
<b>Calculation:</b>	<b>Report Structure:</b>
[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.
<b>Disaggregations and Benchmarks:</b>	
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. DS0 (DDS, VGPL, 5 db Loops, switch ports)	4. 5%
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 5%

7. DSL and Line Splitting	7. 3%
8. Line Sharing and IDSL	8. 3%
9. EELS – DS0	9. 5%
10. EELS – DS1	10. 4% (Critical Z does not apply)

<b>38. Measurement (PM 38 Combined With PM 66)</b>	
Percent Missed Repair Commitments	
<b>Definition:</b>	
Percent of trouble reports not cleared by the commitment time.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• 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.</li> <li>• No Access and delayed maintenance for UNE loops.</li> <li>• Specials and Interconnection Trunks</li> <li>• Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (UNE Only)</li> </ul>	
<b>Business Rules:</b>	
<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.	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100	Reported for CLEC, all CLECs and SBC, by state.
<b>Disaggregations and Benchmark:</b>	
<ol style="list-style-type: none"> <li>POTS - Residence <ul style="list-style-type: none"> <li>• Dispatch</li> <li>• No Dispatch</li> </ul> </li> <li>POTS - Business <ul style="list-style-type: none"> <li>• Dispatch</li> <li>• No Dispatch</li> </ul> </li> <li>UNE-P <ul style="list-style-type: none"> <li>• Dispatch</li> <li>• No Dispatch</li> </ul> </li> <li>8.0dB Loops</li> </ol>	<ol style="list-style-type: none"> <li>POTS - Parity with SBC Retail</li> <li>UNE-P – Parity with SBC Retail POTS Business and Residence combined</li> <li>Compared to SBC Retail POTS business and residence combined</li> </ol>

<b>39. Measurement (PM 39 Combines with PM 67 and PM 76)</b>
Mean time to restore / Average Trunk Restoration Interval
<b>Definition:</b>
<u>POTS/UNE-P</u> 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.
<u>UNES/EELS and Specials</u> 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.
<u>Interconnection Trunks</u> Average time to repair interconnection trunks. This measure is based on calendar days.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Subsequent reports. A subsequent report is one that is received while an existing repair report is open.</li> <li>• 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.</li> <li>• 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).</li> <li>• Exclude Vendor meets</li> <li>• No Access Time</li> <li>• Delayed Maintenance Time</li> <li>• Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (does not apply to POTS)</li> <li>• Exclude Loops without test access – BRI</li> <li>• DSL loops &gt; 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.</li> <li>• 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</li> </ul>
<b>Business Rules:</b>
<u>POTS and UNE-Ps</u> 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.
<u>Specials</u> 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.
<u>UNES/EELS</u> The start time is when the report is received. The stop time is when the report is cleared in the appropriate system.
<u>Interconnection Trunks</u> 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:	Report Structure:
$\frac{\sum[(\text{Date and time SBC clears ticket with the CLEC}) - (\text{Date and time ticket or trouble report is received})]}{\text{Total network customer trouble reports}}$ $\frac{\text{Total trunk outage duration}}{\text{total trunk trouble reports}}$	Reported by CLEC, all CLECs and SBC, by market area for parity measures and by state for benchmark measures.
Disaggregations and Benchmarks:	
<ol style="list-style-type: none"> <li>1. <u>POTS</u> <ul style="list-style-type: none"> <li>- Affecting Service</li> <li>- Out of Service                             <ul style="list-style-type: none"> <li>- Dispatch</li> <li>- No Dispatch                                     <ul style="list-style-type: none"> <li>- Residence</li> <li>- Business</li> </ul> </li> </ul> </li> </ul> </li> <li>2. UNE-P                             <ul style="list-style-type: none"> <li>- Affecting Service</li> <li>- Out of Service                                     <ul style="list-style-type: none"> <li>- Dispatch</li> <li>- No Dispatch   <ul style="list-style-type: none"> <li>- Residence UNE-P</li> <li>- Business UNE-P</li> </ul> </li> </ul> </li> </ul> </li> <li>3. 8.0dB Loops                             <ul style="list-style-type: none"> <li>- Dispatch</li> <li>- No Dispatch</li> </ul> </li> </ol> <p><u>Specials Resale/UNE</u></p> <ol style="list-style-type: none"> <li>4. DS0 (DDS, VGPL, 5 db Loops, switch ports)</li> <li>5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport)</li> <li>6. ISDN &amp; BRI (resale, loops and ports)</li> <li>7. DSL and Line Splitting</li> <li>8. Line Sharing and IDSL</li> <li>9. EELS – DS0</li> <li>10. EELS – DS1</li> <li>11. Interoffice Trunks</li> </ol>	<ol style="list-style-type: none"> <li>1. POTS – Parity with SBC Retail</li> <li>2. UNE-P residence – Parity with SBC Retail Residence UNE-P Business – Parity with SBC Retail Business</li> <li>3. Compared to business and residence combined</li> <li>4. 12 hours</li> <li>5. 4.5 hours (Critical Z does not apply)</li> <li>6. 12 hours</li> <li>7. 7.5 hours</li> <li>8. 7.5 hours</li> <li>9. 12 hours</li> <li>10. 4.5 (Critical Z does not apply)</li> <li>11. Parity with SBC Interoffice Trunking Network</li> </ol>

<b>40. Measurement</b>
Percent Out Of Service (OOS) < 24 Hours
<b>Definition:</b>
Percent of OOS trouble reports cleared in less than 24 hours.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open.</li> <li>• 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.</li> <li>• Excludes reports marked as "No Access" to customer premises.</li> <li>• Excludes Affecting Service reports.</li> </ul>

<b>Business Rules:</b>	
Customer trouble reports are cleared within 24 hours when:	
<ul style="list-style-type: none"> <li>• The customer report is received Monday through Friday cleared within 24 hours.</li> <li>• The customer report is received Saturday and cleared within 48 hours.</li> <li>• The customer report is received Sunday and cleared before midnight Monday.</li> <li>• Holidays are excluded.</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of OOS trouble reports < 24 hours ÷ total number of OOS trouble reports) * 100	Reported by CLEC, all CLECs and SBC by state.
<b>Disaggregations and Benchmarks:</b>	
<ol style="list-style-type: none"> <li>1. <u>POTS</u> <ul style="list-style-type: none"> <li>• Business class of service</li> <li>• Residence class of service</li> </ul> </li> <li>2. <u>UNE-P</u></li> </ol>	<ol style="list-style-type: none"> <li>1. POTS – Parity with SBC</li> <li>2. UNE-P - Parity with SBC Business and Residence combined.</li> </ol> <p>Note: Comparisons are used for Diagnostic purposes only.</p>

<b>41. Measurement (PM 41 Combined with PM 69)</b>	
Percent Repeat Reports	
<b>Definition:</b>	
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.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. <ul style="list-style-type: none"> <li>• 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.</li> </ul> </li> <li>• Interconnection Trunks</li> <li>• Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational</li> <li>• Loops without test access – BRI <ul style="list-style-type: none"> <li>• DSL loops &gt; 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.</li> </ul> </li> <li>• 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.</li> </ul>	
<b>Business Rules:</b>	
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.	
<b>Calculation:</b>	<b>Report Structure:</b>

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.
<b>Disaggregations and Benchmarks:</b>	
1. <u>POTS</u> - <u>Residence</u> - <u>Business</u>	1. Parity With SBC Retail POTS
2. <u>UNE-P</u>	2. Parity with SBC Retail POTS Business and Residence Combined
3. <u>8.0dB Loop</u>	3. Compared to SBC Retail POTS business and residence combined
<u>Resale Specials/UNEs:</u>	
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	4. 10%
5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport	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

<b>70. Measurement:</b>
Percentage of Trunk Blockage
<b>Definition:</b>
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.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Excludes Weekends and Holidays</li> <li>• CLECs have trunks busied-out for maintenance at their end, or have other network problems that are under their control.</li> <li>• Blocking caused by unplanned load on a CLECs network</li> <li>• 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.</li> <li>• 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).</li> <li>• 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.</li> <li>• If CLEC fails to provide a forecast within the last six months unless a different timeframe is specified in an interconnection agreement.</li> </ul>

<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul> <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>	
<b>Business Rules:</b>	
Twenty days of data consisting of blocked calls and total calls are collected, aggregated and reported.	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{\{\text{Count of blocked calls} - \text{excluded blocked calls}\}}{\text{total calls offered} - \{\text{excluded blocked calls}\}} * 100$	Reported for CLEC and all CLECs by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• SBC end office to CLEC end office</li> <li>• SBC tandem to end office trunk</li> </ul>	Blocked Calls on Dedicated Trunk Groups not to exceed blocking standard of B.01. [B.01 standard is 1%]

<b>71. Measurement:</b>	
Common Transport Trunk Blockage	
<b>Definition:</b>	
Percentage of local common transport trunk groups exceeding 2%, 1% blockage.	
<b>Exclusions:</b>	
No data is collected on weekends or holidays	
<b>Business Rules:</b>	
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.	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{\text{(Number of common transport trunk groups exceeding 2%, 1% blocking)}}{\text{total common transport trunk groups}} * 100.$	Reported on local common transport trunk groups by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• Common trunk groups where CLECs share ILEC trunks</li> <li>• Common trunk groups for CLECs not shared by ILEC</li> </ul>	<ul style="list-style-type: none"> <li>• 3% of SBC common transport trunk groups not to exceed 2% blocking</li> <li>• 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).</li> </ul>

<b>73.1 Measurement</b>	
Percentage Held Interconnection Trunks	
<b>Definition:</b>	
Percentage of interconnection trunk circuits held greater than 30, 60 or 90 calendar days.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Customer Caused Misses</li> <li>• Excludes any incremental days attributable to the CLEC after the initial SBC caused delay.</li> </ul>	
<b>Business Rules:</b>	
<p>The Customer Desired Due Date or the 21<sup>st</sup> 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>	
<b>Calculation:</b>	<b>Report Structure:</b>
(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.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• Interconnection Trunks by 30, 60 and 90 days</li> </ul>	Parity with SBC interconnection trunks. (For purposes of damages, only applicable to trunk circuits held greater than 30 days.)

## G. 911

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

H. Collocation

<b>107. Measurement</b>	
Percentage Missed Collocation Due Dates	
<b>Definition:</b>	
The percentage of SBC caused missed due dates for collocation projects.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Exclude any applications rejected for non-payment within the times requested under tariff</li> <li>• 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.</li> </ul>	
<b>Business Rules:</b>	
<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"> <li>• CLEC return to SBC corrected and complete floor plan drawings.</li> <li>• CLEC placement of required component(s).</li> </ul> <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>	
<b>Calculation:</b>	<b>Report Structure:</b>
(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
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• New</li> <li>• Augments</li> </ul> <p><b>Note:</b> All approved types, e.g. Cages, Cageless, etc. are now included in these)</p>	95% within the due date in the SBC Oklahoma 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)

I. Coordinated Conversions

<b>115.2. Measurement</b>	
Combined Outage Percentage of CHC/FDT LNP with Loop Lines Conversions	
<b>Definition:</b>	
Percentage of CHC/FDT LNP with Loop Lines where an outage occurs.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• 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.</li> <li>• Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time.</li> <li>• CHC/FDT LNP with Loop Lines where the CLEC requests that the cut-over begin prior to the scheduled time.</li> <li>• Excludes Non-Measured reports (CPE, Interexchange, and Informational).</li> <li>• Reports for which the trouble is attributable to the SBC network (unless SBC had knowledge of the trouble prior to the due date).</li> <li>• Excludes no access to the end user's location.</li> </ul>	
<b>Business Rules:</b>	
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).	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of outages ÷ total coordinated conversions) * 100	Reported by CLEC and all CLECs by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• Enhanced Daily Process (Includes original CHC.FDT for LNP with DSL compatible loop)</li> <li>• Defined Batch Process</li> <li>• Bulk Batch Process</li> </ul>	2%   2% 2%

J. NXX

<b>117. Measurement</b>
Percent NXXs loaded and tested by the LERG effective date
<b>Definition:</b>
Measures the percent of NXX(s) loaded and tested in the end office and/or tandem switches by the LERG effective date
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Requests from CLECs where no signed Interconnection Agreement exists</li> <li>• Requests from CLECs where their Infrastructure is not complete preventing us from performing the appropriate testing to establish the NXX</li> <li>• Requests by CLECs where an appropriate test number has not been provided to perform required testing to establish the NXX</li> </ul>
<b>Business Rules:</b>
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	
<b>Definition:</b>	
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.	
<b>Exclusions:</b>	
Excludes weekends and holidays.	
<b>Business Rules:</b>	
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	
<b>Definition:</b>	
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.	
<b>Exclusions:</b>	
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)	
<b>Business Rules:</b>	
Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to 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.	

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:

UNE-P  
 UNE Loop  
 DSL Capable Loops  
 DSL with Line Sharing  
 LNP only

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.

Calculation:	Report Structure:
$\frac{(\# \text{ Significant Software Failures resolved within 48 hours} \div \text{Total Significant Software Failures}) * 100}{}$	By CLEC
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> <li>None</li> </ul>	95% completed within 48 hours or 2 days. (Critical Z does not apply)

## DUE DATE INTERVAL MATRIX

PRODUCT	QUANTITY	INTERVAL (DAYS)
<b>UNE:</b>		
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

PRODUCT	QUANTITY	INTERVAL (DAYS)
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

**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		"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description: 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: CLLI Code:	RATE CENTER(s) FOR MSAG PULL <sup>(1)</sup>	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE <sup>(see legend below)</sup>
E9-1-1 Features Required: ANI/ALI/SR	Rate Center(s):		
# 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.

<b>"TYPE of AGENCY" LEGEND:</b> HRC = Home Rule City ECD = Emergency Communications District COG = Council of Governments or Regional Planning Commission (blank) = (blank space for use as needed to define another agency type)	Prepared by:	
		voice
		fax
		email
STATUS of EXHIBIT:	Date Prepared	

# APPENDIX PRICING (TEXAS)

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## APPENDIX PRICING (TEXAS)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.4 Replacement of Non-Interim Rates

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

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

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

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

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC TEXAS will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
  - 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
  - 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
  - 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.
- 1.7 Notice to Adopting CLECs
    - 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC TEXAS and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.
  - 1.8 The following defines the zones found in this Appendix Pricing:
    - 1.8.1 Zone 1 includes Rate Groups 1, 2, and 3 (rural) as defined in SBC TEXAS' Local Exchange Tariff. Zone 2 includes Rate Groups 4, 5, and 6 (suburban) as defined in SBC TEXAS' Local Exchange Tariff. Zone 3 includes Rate Groups 7 and 8 (urban) as defined in SBC TEXAS' Local Exchange Tariff.
    - 1.8.2 Level 1 includes switches with up to 10,000 working lines. Level 2 includes switches with 10,001 to 20,000 working lines. Level 3 includes switches with 20,001 to 40,000 working lines. Level 4 includes switches with over 40,000 working lines.
  - 1.9 SBC TEXAS' obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates,

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

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

## 2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element

- (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process set forth in Appendix Lawful UNEs of this Agreement may be longer.
- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute.
  - 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SBC TEXAS will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC TEXAS will round up to the next whole mile before determining the mileage and applying rates.
  - 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

### 3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC TEXAS network, without any changes to SBC TEXAS' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC TEXAS to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

### 4. BILLING

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

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a  
SBC TEXAS  
April 5, 2005

APPENDIX PRICING/ALL TRAFFIC  
SCHED OF PRICES  
SBC TX/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1		<b>NETWORK ELEMENTS</b>						
2		<b>Local Loops</b>	Disconnect Loop from inside wiring, per NIC	NRBND	None	\$ 14.32	\$ 14.32	
3			2-Wire Analog Zone 1 (Rural)	U21	\$ 16.34	\$ 13.93	\$ 7.07	
4			2-Wire Analog Zone 2 (Suburban)	U21	\$ 13.69	\$ 13.93	\$ 7.07	
5			2-Wire Analog Zone 3 (Urban)	U21	\$ 12.26	\$ 13.93	\$ 7.07	
6			2-wire Analog Disconnect - all zones	NKCT1	NA	\$ 1.41	\$ 1.27	
7			2-Wire Analog Zone 1 (Rural) - UNE-P	RB9	\$ 18.98	NA	NA	
8			2-Wire Analog Zone 2 (Suburban) - UNE-P	RB9	\$ 13.65	NA	NA	
9			2-Wire Analog Zone 3 (Urban) - UNE-P	RB9	\$ 12.14	NA	NA	
10			2W Analog - UNE-P - NRC - all zones	NRFR1	NA	\$ 15.03	\$ 6.22	
11			Conditioning for dB loss from 8db to 5db	UL2	\$ 6.03	\$ 17.54	\$ 16.13	
12			4-Wire Analog Zone 1(Rural)	U4H	\$ 36.06	\$ 15.03	\$ 6.22	
13			4-Wire Analog Zone 2 (Suburban)	U4H	\$ 21.52	\$ 15.03	\$ 6.22	
14			4-Wire Analog Zone 3 (Urban)	U4H	\$ 15.86	\$ 15.03	\$ 6.22	
15			2-Wire Digital Zone 1(Rural)	U2Q	\$ 46.09	\$ 15.03	\$ 6.22	
16			2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 37.54	\$ 15.03	\$ 6.22	
17			2-Wire Digital Zone 3 (Urban)	U2Q	\$ 34.91	\$ 15.03	\$ 6.22	
18			2-Wire Digital Zone 1(Rural) - UNE-P	RB8	\$ 46.09	NA	NA	
19			2-Wire Digital Zone 2 (Suburban) - UNE-P	RB8	\$ 37.54	NA	NA	
20			2-Wire Digital Zone 3 (Urban) - UNE-P	RB8	\$ 34.91	NA	NA	
21			2W Digital - UNE-P - NRC - all zones	NRFR3	NA	\$ 15.03	\$ 6.22	
22			DS1 Loop Zone 1(Rural)	U4D1X	\$ 63.41	\$ 76.26	\$ 41.52	
23			DS1 Loop Zone 2 (Suburban)	U4D1X	\$ 59.77	\$ 76.26	\$ 41.52	
24			DS1 Loop Zone 3 (Urban)	U4D1X	\$ 49.50	\$ 76.26	\$ 41.52	
25			DS1 Loop - Disconnect	NKCT2	NA	\$ 9.45	\$ 2.90	
26			DS1 Loop - Install - Zone 1(Rural) - UNE-P	RB6	\$ 63.41	NA	NA	
27			DS1 Loop - Install - Zone 2 (Suburban) - UNE-P	RB6	\$ 59.77	NA	NA	
28			DS1 Loop - Install- Zone 3 (Urban) - UNE-P	RB6	\$ 49.50	NA	NA	
29			DS1 Loop - UNE-P - NRC - all zones	NRFR4	NA	\$ 76.26	\$ 41.52	
30			DS3 Loop Zone 1 (Rural)	U4D3X	\$ 745.55	\$ 823.28	\$ 392.54	
31			DS3 Loop Zone (Suburban)	U4D3X	\$ 706.74	\$ 823.28	\$ 392.54	
32			DS3 Loop Zone 3 (Urban)	U4D3X	\$ 670.53	\$ 823.28	\$ 392.54	
33								
34		<b>DSL Capable Loops</b>						
35		<b>2-Wire xDSL Loop</b>	*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	\$ 18.98	\$ 15.03	\$ 6.22	
36			*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 13.65	\$ 15.03	\$ 6.22	
37			*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	\$ 12.14	\$ 15.03	\$ 6.22	
38			*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	\$ 18.98	\$ 15.03	\$ 6.22	
39			*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 13.65	\$ 15.03	\$ 6.22	
40			*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	\$ 12.14	\$ 15.03	\$ 6.22	
41			*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	\$ 18.98	\$ 15.03	\$ 6.22	
42			*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 13.65	\$ 15.03	\$ 6.22	
43			*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	\$ 12.14	\$ 15.03	\$ 6.22	
44			*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	\$ 18.98	\$ 15.03	\$ 6.22	
45			*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 13.65	\$ 15.03	\$ 6.22	
46			*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	\$ 12.14	\$ 15.03	\$ 6.22	
47			*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	\$ 18.98	\$ 15.03	\$ 6.22	
48			*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 13.65	\$ 15.03	\$ 6.22	
49			*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	\$ 12.14	\$ 15.03	\$ 6.22	
50			*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	\$ 18.98	\$ 15.03	\$ 6.22	
51			*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 13.65	\$ 15.03	\$ 6.22	
52			*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	\$ 12.14	\$ 15.03	\$ 6.22	
53		<b>4-Wire xDSL Loop</b>	*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	\$ 36.06	\$ 15.03	\$ 6.22	
54			*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 21.52	\$ 15.03	\$ 6.22	
55			*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	\$ 15.86	\$ 15.03	\$ 6.22	
56			<b>* USOCs used for inventory purpose only</b>					
57								
58		<b>IDSL Capable Loops</b>	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 46.09	\$ 15.03	\$ 6.22	
59			IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 37.54	\$ 15.03	\$ 6.22	
60			IDSL Loop Zone 3 (Urban)	UY5FX	\$ 34.91	\$ 15.03	\$ 6.22	
61		<b>Loop Qualification Process</b>	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A	

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62			Loop Qualification Process - Manual	NRBXU	N/A	\$ 78.08	N/A	
63			Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
64		<b>DSL Conditioning Options</b>	Removal of Repeaters	NRBXV	None	\$ 282.51	\$ 13.75	
65			Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$ 282.51	\$ 13.75	
66			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$ 105.90	\$ 13.75	
67			Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	\$ 730.25	\$ 39.48	
68			Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	\$ 497.55	\$ 26.61	
69			Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ 180.68	\$ 26.61	
70			Removal of Excessive Bridged Taps	NRBXW	None	\$ 489.18	\$ 25.72	
71			Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$ 244.59	\$ 12.86	
72			Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$ 74.78	\$ 12.86	
73			Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$ 1,213.80	\$ 44.86	
74			Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$ 482.17	\$ 19.22	
75			Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$ 178.89	\$ 19.22	
76			Removal of Load Coils	NRBXZ	None	\$ 766.05	\$ 19.14	
77			Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$ 255.35	\$ 6.10	
78			Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ 104.11	\$ 6.10	
79			Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	\$ 218.87	None	
80			Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None	\$ 566.59	None	
81			Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None	\$ 218.87	\$ 218.87	
82			Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	None	\$ 218.87	\$ 218.87	
83								
84		<b>DSL Cross Connects</b>	DSL Shielded Loop to Collocation	UXRRX	\$ 0.60	\$ 57.75	\$ 57.75	
85			2-Wire DSL Non-Shielded Cross Connect to Collocator	UCX92	None	\$ 6.91	\$ 4.97	
86			4-Wire DSL Non-Shielded Cross Connect to Collocator	UCX94	None	\$ 29.56	\$ 29.56	
87		<b>LST</b>	LST performed on CODSLAM Loop	URCLD	None	\$ 215.65	None	
88			LST performed on Sub Loop	URCLB	None	\$ 208.59	None	
89		<b>Loop Cross Connects</b>	2-Wire Analog Loop to Collocation	UCXC2	\$ 1.24	\$ 4.72	\$ 4.72	
90			2-Wire Analog Loop to Collocation (without testing)	UCXD2	None	\$ 6.91	\$ 4.97	
91			4-Wire Analog Loop to Collocation	UCXC4	\$ 2.49	\$ 29.56	\$ 29.56	
92			4-Wire Analog Loop to Collocation (without testing)	UCXD4	None	\$ 29.56	\$ 29.56	
93			2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 1.24	\$ 4.72	\$ 4.72	
94			2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	None	\$ 6.91	\$ 4.97	
95			DS1 Loop to Collocation	UDLY4	\$ 6.67	\$ 39.05	\$ 34.16	
96			DS3 C.O. Cross Connect to Collocation	UCXBX	\$ 19.24	\$ 115.45	\$ 81.61	
97		<b>Sub-loop Unbundling</b>	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	\$ 1.36	None	None	
98			ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.23	None	None	
99			ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	\$ 1.19	None	None	
100			ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	\$ 14.11	None	None	
101			ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 6.78	None	None	
102			ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	\$ 4.55	None	None	

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						First	Additional	
103			ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	\$ 16.63	None	None	
104			ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban	U6LAR	\$ 9.20	None	None	
105			ECS to NID subloop charge 2-Wire-Analog Zone 3 (Urban)	U6LAR	\$ 6.90	None	None	
106			SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	\$ 13.07	None	None	
107			SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban	U6LAS	\$ 5.85	None	None	
108			SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	\$ 3.66	None	None	
109			SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	\$ 15.59	None	None	
110			SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban	U6LAT	\$ 8.27	None	None	
111			SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	\$ 6.01	None	None	
112			Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	\$ 2.63	None	None	
113			Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban	U6LAU	\$ 2.54	None	None	
114			Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	\$ 2.47	None	None	
115			ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	\$ 2.72	None	None	
116			ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban	U6LEP	\$ 2.45	None	None	
117			ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	\$ 2.37	None	None	
118			ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	\$ 27.97	None	None	
119			ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban	U6LEQ	\$ 13.42	None	None	
120			ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	\$ 8.99	None	None	
121			ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	\$ 33.01	None	None	
122			ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban	U6LER	\$ 18.26	None	None	
123			ECS to NID subloop charge 4-Wire-Analog Zone 3 (Urban)	U6LER	\$ 13.69	None	None	
124			SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	\$ 25.88	None	None	
125			SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban	U6LES	\$ 11.55	None	None	
126			SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	\$ 7.21	None	None	
127			SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	\$ 30.92	None	None	
128			SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 16.40	None	None	
129			SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	\$ 11.91	None	None	
130			Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	\$ 5.27	None	None	
131			Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban	U6LEU	\$ 5.08	None	None	
132			Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	\$ 4.93	None	None	
133			ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	\$ 1.36	None	None	
134			ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.23	None	None	
135			ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	\$ 1.19	None	None	
136			ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	\$ 14.10	None	None	
137			ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban	U6LCQ	\$ 6.81	None	None	
138			ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	\$ 4.58	None	None	
139			ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	\$ 16.62	None	None	
140			ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 9.23	None	None	
141			ECS to NID subloop charge 2-Wire-DSL Zone 3 (Urban)	U6LCR	\$ 6.93	None	None	
142			SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	\$ 13.06	None	None	
143			SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 5.88	None	None	
144			SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	\$ 3.69	None	None	
145			SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	\$ 15.57	None	None	
146			SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 8.30	None	None	
147			SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	\$ 6.04	None	None	
148			Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	\$ 2.63	None	None	
149			Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 2.54	None	None	
150			Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	\$ 2.47	None	None	
151			ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	\$ 2.72	None	None	
152			ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 2.45	None	None	
153			ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	\$ 2.37	None	None	
154			ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	\$ 27.96	None	None	
155			ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban	U6LGQ	\$ 13.45	None	None	
156			ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	\$ 9.03	None	None	
157			ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	\$ 33.00	None	None	
158			ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 18.29	None	None	
159			ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	U6LGR	\$ 13.73	None	None	
160			SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	\$ 25.87	None	None	
161			SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 11.58	None	None	
162			SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	\$ 7.24	None	None	
163			SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$ 30.90	None	None	
164			SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 16.43	None	None	
165			SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$ 11.94	None	None	
166			Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	\$ 5.27	None	None	

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167			Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 5.08	None	None		
168			Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	\$ 4.93	None	None		
169		<b>Sub-loop Unbundling Cross Connect</b>	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 242.15	\$ 91.77		
170			Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 242.99	\$ 92.60		
171			Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 242.15	\$ 91.77		
172			Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 242.99	\$ 92.60		
173		<b>Dedicated Transport (DT)</b>	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNHS	\$ 33.76	\$ 52.91	\$ 28.43		
174			DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$ 32.55	\$ 52.91	\$ 28.43		
175			DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNHS	\$ 34.08	\$ 52.91	\$ 28.43		
176			DT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$ 44.32	\$ 52.91	\$ 28.43		
177			DT-DS1 Interoffice Transport, First Mile - Disconnect	NKCT8	NA	\$ 12.05	\$ 3.66		
178			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNHS	\$ 0.1005	None	None		
179			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	\$ 0.1093	None	None		
180			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNHS	\$ 0.1343	None	None		
181			DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$ 0.0968	None	None		
182			DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNJS	\$ 199.77	\$ 81.05	\$ 65.73		
183			DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	\$ 179.53	\$ 81.05	\$ 65.73		
184			DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNJS	\$ 194.60	\$ 81.05	\$ 65.73		
185			DT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	\$ 308.37	\$ 81.05	\$ 65.73		
186			DT-DS3 Interoffice Transport, First Mile - Disconnect	NKCT9	NA	\$ 12.05	\$ 3.66		
187			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNJS	\$ 2.9127	None	None		
188			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	\$ 3.2041	None	None		
189			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNJS	\$ 3.9582	None	None		
190			DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$ 2.7821	None	None		
191			<b>Dedicated Transport Cross Connect</b>	DS1 TO Collocation	UCXHX	\$ 7.51	\$ 57.08	\$ 40.49	
192		DS3 to Collocation		UCXJX	\$ 25.70	\$ 70.78	\$ 54.19		
193		<b>Multiplexing</b>	DS1 to VG	UM4BX	\$ 249.02	\$ 29.00	\$ 24.15		
194			DS1 to VG - Disconnect	NKCTC	None	\$ 2.46	\$ 1.68		
195			DS3 to DS1	UM4AX	\$ 322.06	\$ 41.71	\$ 20.01		
196			DS3 to DS1 - Disconnect	NKCT6	None	\$ 9.03	\$ 2.90		
197		<b>Dark Fiber</b>	Dark Fiber -Interoffice per strand	ULYCX	\$ 39.12	\$ 991.37	\$ 991.37		
198			Dark Fiber - Interoffice per foot Zone 1 (Rural)	ULNCF	\$ 0.016297	None	None		
199			Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.014145	None	None		
200			Dark Fiber - Interoffice per foot Zone 3 (Urban)	ULNCF	\$ 0.012300	None	None		
201			Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 4.60	\$ 48.59	\$ 48.59		
202			Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 335.92	\$ 335.92		
203			<b>Routine Modifications</b>	Routine Modifications of Existing Facilities Charge	N3RUE	NA	ICB	NA	
204				<b>800 Database</b>	Toll Free Database Query	Not Applicable	\$ 0.0000980	None	None
205			Call Handling and Destination	Not Applicable	\$ 0.0000181	None	None		
206		<b>Service Order Charges</b>	Manual New - Simple	NRBUQ	None	\$ 5.00	None		
207			Manual Change - Simple	NRBUO	None	\$ 5.00	None		
208			Manual Record - Simple	NRBUU	None	\$ 5.00	None		
209			Manual Disconnect - Simple	NRBUW	None	\$ 5.00	None		
210			Manual Suspend - Simple	NRBJZ	None	\$ 5.00	None		
211			Manual Restore - Simple	NRBJ9	None	\$ 5.00	None		
212			Manual Expedited - Simple	NRMV1	None	\$ 5.00	None		
213			Manual Customer Not Ready - Simple	NRMV5	None	\$ 5.00	None		
214			Manual Due Date Change or Cancellation - Simple	NRMV3	None	\$ 5.00	None		
215			Manual New - Complex	NRBUR	None	\$ 91.93	None		
216			Manual Change - Complex	NRBUP	None	\$ 62.56	None		
217			Manual Record - Complex	NRBUV	None	\$ 62.17	None		
218			Manual Disconnect - Complex	NRBUX	None	\$ 52.83	None		
219			Manual Suspend - Complex	NRBJ7	None	\$ 62.56	None		
220			Manual Restore - Complex	NRBJ8	None	\$ 62.56	None		
221			Manual Expedited - Complex	NRMV2	None	\$ 91.93	None		
222		Manual Customer Not Ready - Complex	NRMV6	None	\$ 91.93	None			

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223			Manual Due Date Change or Cancellation - Comple:	NRMV4	None	\$ 91.93	None	
224			Electronic New - Simple	NR9W2	None	\$ 2.58	None	
225			Electronic New - Complex	NRBGX	None	\$ 80.31	None	
226			Electronic Change - Simple	NR9GG	None	\$ 2.56	None	
227			Electronic Change - Complex	NR9G8	None	\$ 80.31	None	
228			Electronic Record - Simple	NR9GU	None	\$ 0.80	None	
229			Electronic Record - Complex	NR9G7	None	\$ 5.07	None	
230			Electronic Disconnect - Simple	NR9GZ	None	\$ 1.22	None	
231			Electronic Disconnect - Complex	NR9G9	None	\$ 27.45	None	
232			Electronic Suspend Simple	NRBJ5	None	\$ 2.56	None	
233			Electronic Restore Simple	NRBJ6	None	\$ 2.56	None	
234			Electronic Expedited Simple	NRMV7	None	\$ 2.58	None	
235			Electronic Expedited Complex	NRMVX	None	\$ 2.58	None	
236			Electronic Customer Not Ready Simple	NRMV9	None	\$ 2.58	None	
237			Electronic Customer Not Ready - Complex	NRMVY	None	\$ 2.58	None	
238			Electronic Due Date Change or Cancellation Simpl	NRMV8	None	\$ 2.58	None	
239			Electronic Due Date Change or Cancellation Comple:	NRMVZ	None	\$ 2.58	None	
240			PIC Change Charge	NRBL9	None	\$ 2.58	0.05	
241		<b>OTHER</b>						
242		<b>Directory Assistance</b>	Directory Assistance (DA) - per call	ZZUO3/ZZUO4	\$ 0.37	None	None	
243			Directory Assistance Call Completion (DACC) - per cal	ZZUO7	\$ 0.15	None	None	
244			National Directory Assistance (NDA)	ZZUO5/ZZUO6	\$ 0.65	None	None	
245			Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 2.00	None	None	
246			Directory Assistance - Branding - Initial/Subsequent Loac	NRBDG	None	\$ 1,800.00	None	
247			Directory Assistance - Branding Per call	ZZUCB	\$ 0.025	None	None	
248			Directory Assistance - Rate Reference Initial Loac	NRBDL	None	\$ 2,200.00	None	
249			Directory Assistance - Rate Reference Subsequent Loac	NRBDM	None	\$ 1,000.00	None	
250			Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.0585	None	
251			Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.0585	None	
252			Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.10	None	None	
253			Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None	
254			Reverse Directory Assistance (RDA)	ZZUO8/ZZUO9	\$ 0.65	None	None	
255		<b>Operator Services</b>	Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	\$ 0.15	None	None	
256			Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	\$ 0.020	None	None	
257			Operator Services - Branding Initial/Subsequent Loac	NRBDG	None	\$ 1,800.00	None	
258			Operator Services - Branding Per call	ZZUCB	\$ 0.025	None	None	
259			Operator Services - Rate Reference - Initial Loac	NRBDL	None	\$ 2,200.00	None	
260			Operator Services - Rate Reference - Subsequent Loac	NRBDM	None	\$ 1,000.00	None	
261			Intralata Message Rating - Rate per initial loac	Not Applicable	None	\$ 602.86	None	
262			Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	\$ 602.86	None	
263		<b>Miscellaneous</b>	NXX Migration- Migration Charge per NXX	Not Applicable	None	\$ 7,500.00	None	
264			Provision of Message Detail a.k.a. Daily Usage File (DUF)	ASBS	\$ 0.000323	None	None	
265		<b>BCR</b>	Per interstate local message	Not Applicable	\$ 0.050	None	None	
266			Per local message	Not Applicable	\$ 0.080	None	None	
267		<b>Hosting</b>	Billable Message Records and /or access usage records - per Record Charge	Not Applicable	\$ 0.003	None	None	
268			Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	\$ 0.002	None	None	
269			Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.005	None	None	
270			Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	\$ 0.007	None	None	
271			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.010	None	None	
272		<b>Clearinghouse</b>	CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None	
273			CH billing message - per message	Not Applicable	\$ 0.050	None	None	
274		<b>Maintenance of Service Charges &amp; Non-Productive Dispatch</b>	Basic Time - per half hour	MVV	None	\$ 21.44	\$ 21.44	

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APPENDIX PRICING/ALL TRAFFIC  
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SBC TX/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
275			Overtime - per half hour	MVV	None	\$ 28.01	\$ 28.01	
276			Premium Time - per half hour	MVV	None	\$ 34.59	\$ 34.59	
277		<b>Time and Materials Charges</b>	Basic Time - per half hour	ALK, ALT,ALH	None	\$ 21.44	\$ 21.44	
278			Overtime - per half hour	ALK, ALT,ALH	None	\$ 28.01	\$ 28.01	
279			Premium Time - per half hour	ALK, ALT,ALH	None	\$ 34.59	\$ 34.59	
280					Annual Rates			
281		<b>Poles and Duct</b>	Poles (\$/attachment/yr.)*		\$ 2.85			
282								
283			Per Foot Conduit Occupancy Fees					
284		<b>(Structure)</b>	Full Duct (\$/ft/yr.)		\$ 0.90			
285			Half Duct (\$/ft/yr)		\$ 0.45			
286								
287			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
288								
289								
290			Contract Administration Fee			\$ 125.00		
291			Administrative Record-Keeping Fee			\$ 125.00		
292								
293								
294		<b>INTERCARRIER COMPENSATION</b>						
295								
296			Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	ZZUR2	\$ 0.0007			
297								
298			Optional EAS Transport & Termination per MOU	ZZUR2	\$ 0.002487	None	None	
299								
300		<b>RESALE</b>			<b>RESALE DISCOUNTS</b>			
301			<b>Business</b>			<b>RECURRING</b>	<b>NON-RECURRING</b>	
302			<b>LOCAL EXCHANGE SERVICE</b>					
303			Business 1 Party		21.60%	21.60%		
304			Business - Multi-Line Hunting		21.60%	21.60%		
305			Business - Measured		21.60%	21.60%		
306			Business - Measured (HTG Class of Service)		21.60%	21.60%		
307			Customer Operated Pay Telephone (COPT)		21.60%	21.60%		
308								
309			<b>EXPANDED LOCAL CALLING</b>					
310			EMS - Optional		21.60%	21.60%		
311			Expanded Local Calling (Mandatory)		21.60%	21.60%		
312			Extended Area Calling Service - Optional		21.60%	21.60%		
313			Mandatory EACS - Hotel/Motel Measured Trunk		21.60%	21.60%		
314			Mandatory EACS - Multi-Line Hunting		21.60%	21.60%		
315			Mandatory EACS - One element measured, 1-party		21.60%	21.60%		
316			Mandatory EACS - PBX Trunk		21.60%	21.60%		
317			Mandatory Extended Area Calling Service (EACS)- 1 Party		21.60%	21.60%		
318								
319			<b>VERTICAL SERVICES</b>					
320			Anonymous Call Rejection		21.60%	21.60%		
321			Auto Redial		21.60%	21.60%		
322			Auto Redial - Usage Sensitive		21.60%	21.60%		
323			Call Blocker		21.60%	21.60%		
324			Call Forwarding		21.60%	21.60%		
325			Call Forwarding - Busy Line		21.60%	21.60%		
326			Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%		
327			Call Forwarding - Don't Answer		21.60%	21.60%		
328			Call Return		21.60%	21.60%		
329			Call Return - Usage Sensitive		21.60%	21.60%		
330			Call Trace		21.60%	21.60%		
331			Call Waiting		21.60%	21.60%		
332			Calling Name		21.60%	21.60%		

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Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
333			Calling Number		21.60%	21.60%		
334			ComCall®		21.60%	21.60%		
335			Personalized Ring (1 dependent number)		21.60%	21.60%		
336			Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%		
337			Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%		
338			Priority Call		21.60%	21.60%		
339			Remote Access to Call Forwarding		21.60%	21.60%		
340			Selective Call Forwarding		21.60%	21.60%		
341			Simultaneous Call Forwarding		21.60%	21.60%		
342			Speed Calling 8		21.60%	21.60%		
343			Speed Calling 30		21.60%	21.60%		
344			Three Way Calling		21.60%	21.60%		
345								
346			<b>DID</b>					
347			DID (First Block of 100 - Category 1)		21.60%	21.60%		
348			DID (First Block of 10 - Category 1)		21.60%	21.60%		
349			DID (Ea. adl. block of 10 after first 10 - Category 1)		21.60%	21.60%		
350			DID (Ea. adl. block of 100 after first 100 - Category 2)		21.60%	21.60%		
351			DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		21.60%	21.60%		
352			DID (with dial pulse)		21.60%	21.60%		
353			DID (with Multifrequency)		21.60%	21.60%		
354			DID (with Dual-Tone Multifrequency)		21.60%	21.60%		
355			DID (1st 10 Trunks or access lines)		21.60%	21.60%		
356			DID (11th thru 50th trunk or network access line)		21.60%	21.60%		
357			DID (51st trunk or network access line)		21.60%	21.60%		
358								
359			<b>TRUNKS</b>					
360			Trunk		21.60%	21.60%		
361								
362			<b>AIN</b>					
363			Area Wide Networking		21.60%	21.60%		
364			Caller Intellidata®		21.60%	21.60%		
365			Disaster Routing Service		21.60%	21.60%		
366			Intelligent Redirectsm		21.60%	21.60%		
367			IntelliNumber		21.60%	21.60%		
368			Positive ID		21.60%	21.60%		
369								
370			<b>OTHER</b>					
371			Customer Alerting Enablement		21.60%	21.60%		
372			Grandfathered Services		21.60%	21.60%		
373			Hot Line		21.60%	21.60%		
374			Hunting		21.60%	21.60%		
375			Night Number associated with Telephone Number		21.60%	21.60%		
376			Night Number associated with a Terminal		21.60%	21.60%		
377			Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%		
378			Promotions (Greater than 90 days)		21.60%	21.60%		
379			Preferred Number Service		21.60%	21.60%		
380			Telebranch®		21.60%	21.60%		
381			TouchTone (Business)		21.60%	21.60%		
382			TouchTone (Trunk)		21.60%	21.60%		
383			Voice Dial		21.60%	21.60%		
384			Warm Line		21.60%	21.60%		
385								
386			<b>Data Services</b>					
387			Gigabit Ethernet Metropolitan Area Network (GigaMAN )		21.60%	21.60%		
388			PBX Trunks		21.60%	21.60%		
389			DS3		21.60%	21.60%		
390								
391			<b>ISDN</b>					
392			Digilinesm (ISDN BRI)		21.60%	21.60%		
393			Select Video Plus®		21.60%	21.60%		

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Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
394			Smart Trunksm (ISDN PRI)		21.60%	21.60%		
395			SuperTrunk		21.60%	21.60%		
396								
397			<b>TOLL</b>					
398			IntraLATA MTS		21.60%	21.60%		
399			MaxiMizer 800®		21.60%	21.60%		
400			OutWATS		21.60%	21.60%		
401								
402			<b>OPTIONAL TOLL CALLING PLANS</b>					
403			1+SAVERsm		21.60%	21.60%		
404								
405			<b>PLEXAR®</b>					
406			Plexar I®		21.60%	21.60%		
407			Plexar II®		21.60%	21.60%		
408			Plexar Custom		21.60%	21.60%		
409								
410			<b>PRIVATE LINE</b>					
411			Analog Private Lines		21.60%	21.60%		
412			Business Video Service		21.60%	21.60%		
413			DOVLink		21.60%	21.60%		
414			Frame Relay		21.60%	21.60%		
415			MegaLink I®		21.60%	21.60%		
416			MegaLink II®		21.60%	21.60%		
417			MegaLink III®		21.60%	21.60%		
418			MicroLink I®		21.60%	21.60%		
419			Network Reconfiguration Service		21.60%	21.60%		
420								
421			<b>RESIDENCE</b>					
422			<b>LOCAL EXCHANGE SERVICE</b>		<b>RECURRING</b>	<b>NON-RECURRING</b>		
423			Life Line and Link Up America Services		21.60%	21.60%		
424			Residence 1 Party		21.60%	21.60%		
425			Residence Measured		21.60%	21.60%		
426								
427			<b>EXPANDED LOCAL CALLING</b>					
428			Expanded Local Calling (Mandatory)		21.60%	21.60%		
429			Mandatory Extended Area Calling Service (EACS)- 1 Party		21.60%	21.60%		
430			Mandatory EACS - One element measured, 1 Party		21.60%	21.60%		
431			EMS - Optional		21.60%	21.60%		
432			Extended Area Calling Service - Optional		21.60%	21.60%		
433								
434			<b>VERTICAL SERVICES</b>					
435			Anonymous Call Rejection		21.60%	21.60%		
436			Auto Redial		21.60%	21.60%		
437			Auto Redial - Usage Sensitive		21.60%	21.60%		
438			Call Blocker		21.60%	21.60%		
439			Call Forwarding		21.60%	21.60%		
440			Call Forwarding - Busy Line		21.60%	21.60%		
441			Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%		
442			Call Forwarding - Don't Answer		21.60%	21.60%		
443			Call Return		21.60%	21.60%		
444			Call Return - Usage Sensitive		21.60%	21.60%		
445			Call Trace		21.60%	21.60%		
446			Call Waiting		21.60%	21.60%		
447			Calling Name		21.60%	21.60%		
448			Calling Number		21.60%	21.60%		
449			ComCall®		21.60%	21.60%		
450			Personalized Ring (1 dependent number)		21.60%	21.60%		
451			Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%		
452			Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%		
453			Priority Call		21.60%	21.60%		

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Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
454			Remote Access to Call Forwarding		21.60%	21.60%		
455			Selective Call Forwarding		21.60%	21.60%		
456			Simultaneous Call Forwarding		21.60%	21.60%		
457			Speed Calling 8		21.60%	21.60%		
458			Three Way Calling		21.60%	21.60%		
459								
460			<b>ISDN</b>					
461			Digiline sm		21.60%	21.60%		
462								
463			<b>OTHER</b>					
464			Customer Alerting Enablement		21.60%	21.60%		
465			Grandfathered Services		21.60%	21.60%		
466			Hot Line		21.60%	21.60%		
467			Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%		
468			Promotions (Greater than 90 days)		21.60%	21.60%		
469			Preferred Number Service		21.60%	21.60%		
470			TouchTone		21.60%	21.60%		
471			Voice Dial		21.60%	21.60%		
472			Warm Line		21.60%	21.60%		
473								
474			<b>OTHER (Resale)</b>					
475								
476			Directory Assistance Services		21.60%	21.60%		
477			Local Operator Assistance Service		21.60%	21.60%		
478								
479			Branding - Resellers					
480			- Initial Load	NRBDG	NA	\$1,800.00		
481			- Subsequent Load	NRBDG	NA	\$1,800.00		
482			- Per Call	ZZUCB	\$ 0.02500	NA		
483			Rate Reference - Resellers					
484			- Initial Load	NRBDL	NA	\$2,200.00		
485			- Subsequent Load	NRBDM	NA	\$1,000.00		
486								
487			<b>TOLL</b>					
488			Home 800sm		21.60%	21.60%		
489			IntraLATA MTS		21.60%	21.60%		
490			900/976 Call Restriction		21.60%	21.60%		
491			976 Information Delivery Service		0%	0%		
492			Access Services		0%	0%		
493			Additional Directory Listings		21.60%	21.60%		
494			Bill Plus		5%	5%		
495			Cellular Mobile Telephone Interconnection Services		0%	0%		
496			Company Initiated Suspension Service		0%	0%		
497			Connections with Terminal Equipment and Communications Equipment		0%	0%		
498			Consolidated Billing		5%	5%		
499			Construction Charges		0%	0%		
500			Customer Initiated Suspension Service		0%	0%		
501			Distance Learning		21.60%	21.60%		
502			Exchange Connection Service		0%	0%		
503			Maintenance of Service Charges		0%	0%		
504			Shared Tenant Service		0%	0%		
505			Telecommunications Service Priority Systems		0%	0%		
506			Toll Restriction		21.60%	21.60%		
507								
508			Electronic Billing Information Data (daily usage) per message		\$ 0.003	NA		
509								
510			Simple conversion charge per billable number		NA	\$16.65		
511			Electronic conversion orders per billable number		NA	\$5.00		

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Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
512			Complex conversion orders per billable number		NA	\$52.55		

**APPENDIX WP  
EXHIBIT I  
SBC TEXAS**

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Albany			\$2.83	
Alpine			\$2.83	
Alvarado			\$2.83	
Angleton			\$2.83	
Anson			\$2.83	
Atlanta			\$2.83	
Aubrey			\$2.83	
Bastrop			\$2.83	
Beeville			\$2.83	
Bellville			\$2.83	
Borger			\$2.83	
Bowie			\$2.83	
Breckenridge			\$2.83	
Bridge City			\$2.83	
East Regional			\$2.83	
Cameron			\$2.83	
Canadian			\$2.83	
Carthage			\$2.83	
Center			\$2.83	
Chillicothe			\$2.83	
Childress			\$2.83	
Cisco			\$2.83	
Colorado City			\$2.83	
SE Texas Area			\$2.83	
Cotulla			\$2.83	
Crane			\$2.83	
Cuero			\$2.83	
Edna			\$2.83	
El Campo			\$2.83	
Elgin			\$2.83	
Farmersville			\$2.83	
Ft. Stockton			\$2.83	
Gainesville			\$2.83	
Goliad			\$2.83	
Graham			\$2.83	
Gruver			\$2.83	
Hempstead			\$2.83	
Hereford			\$2.83	
Hillsboro			\$2.83	
Jacksboro			\$2.83	

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Jefferson			\$2.83	
Jewett			\$2.83	
Kenedy			\$2.83	
Kermit			\$2.83	
Kirbyville			\$2.83	
Lampasas			\$2.83	
Liberty			\$2.83	
Lockhart			\$2.83	
Luling			\$2.83	
Madisonville			\$2.83	
Marlin			\$2.83	
Mathis			\$2.83	
Mclean			\$2.83	
Meridian			\$2.83	
Mexia			\$2.83	
Mineola			\$2.83	
Mineral Wells			\$2.83	
Monahans			\$2.83	
Mt. Pleasant			\$2.83	
Pampa			\$2.83	
Pearsall			\$2.83	
Pittsburg			\$2.83	
Pleasanton			\$2.83	
Port Arthur			\$2.83	
Quanah			\$2.83	
Refugio			\$2.83	
Rockdale			\$2.83	
Rockport			\$2.83	
Rotan			\$2.83	
San Augustine			\$2.83	
S Central			\$2.83	
Seminole			\$2.83	
Shamrock			\$2.83	
Sinton			\$2.83	
Smithville			\$2.83	
Snyder			\$2.83	
Stanton			\$2.83	
Strawn			\$2.83	
Sweetwater			\$2.83	
Taylor			\$2.83	
Timpson			\$2.83	
Uvalde			\$2.83	
Vernon			\$2.83	
Wharton			\$2.83	
Yoakum			\$2.83	

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Yorktown			\$2.83	
Alice			\$5.99	
Bandera			\$5.99	
Bay City			\$5.99	
Big Spring			\$5.99	
Brazosport			\$5.99	
Cleburne			\$5.99	
Cleveland			\$5.99	
Corsicana			\$5.99	
Denison			\$5.99	
Ellis County Area			\$5.99	
Granbury			\$5.99	
Greater Hunt County			\$5.99	
Greater Orange/Bridge			\$5.99	
Huntsville			\$5.99	
S Greater Coastal Bend			\$5.99	
Marshall			\$5.99	
Nacogdoches			\$5.99	
Nederalnd			\$5.99	
New Braunfels			\$5.99	
Orange			\$5.99	
Paris-Honey Grove			\$5.99	
Plainview			\$5.99	
Sequin			\$5.99	
Texas City			\$5.99	
Weatherford			\$5.99	
Abiline			\$32.62	
Amarillo			\$32.62	
Beaumont			\$32.62	
El Paso			\$32.62	
Galveston			\$32.62	
Laredo			\$32.62	
Longview			\$32.62	
Lubbock			\$32.62	
McKinney Area			\$32.62	
Mid & South County			\$32.62	
Midland			\$32.62	
Odessa			\$32.62	
Temple			\$32.62	
Tyler			\$32.62	
Victoria			\$32.62	
Waco			\$32.62	
Wichita Falls			\$32.62	

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Corpus Christi			\$323.37	
Rio Grande Valley			\$323.37	
Austin (Bus)			\$531.48	
Austin (Res)			\$531.48	
Ft. Worth			\$531.48	
San Antonio (Bus)			\$531.48	
San Antonio (Res)			\$531.48	
Dallas (Bus)			\$924.07	
Dallas (Res)			\$924.07	
Houston (Bus)			\$924.07	
Houston (Res)			\$924.07	

# ATTACHMENT PERFORMANCE MEASUREMENTS

## ATTACHMENT PERFORMANCE MEASUREMENTS

This Attachment Performance Measurements sets forth the terms and conditions under which SBC TEXAS will report performance to CLEC and compare that performance to SBC TEXAS' own performance or benchmark criteria, whichever is applicable. 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 Agreement).

1. SBC Texas agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix Performance Measurements Business Rules. SBC TEXAS will collect, analyze, and report performance data for these measures in accordance with SBC TEXAS' Performance Measurement Business Rules, as approved by the Public Utility Commission of Texas (the "Commission" or "PUC"). Both the performance measures and the business rules are subject to modification in accordance with Section 3.0.
2. 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 TEXAS (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 Agreement.
3. 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 TEXAS, other CLECs, and Commission representatives.
  - 3.1 As provided in the Performance Remedy Plan Agreement, 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 Texas 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 Agreement. Except as otherwise provided in the Performance Remedy Plan Agreement, neither Party shall have a right to seek Texas Public Utility 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 TEXAS 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 TEXAS will allow CLEC to have an independent audit conducted, at CLEC's expense, of SBC TEXAS' 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 TEXAS 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. General Assessments Payable to the Texas State Treasury:
  - 4.1 If SBC TEXAS 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;
    - 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 TEXAS alters previously reported data to a CLEC, and after discussions with SBC TEXAS 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. Reports

5.1 CLEC will have access to monthly reports on aggregate CLEC liquidated damages paid (credits issued), performance measures and business rules through an Internet website. The website will include individual CLEC data, aggregate CLEC data, and SBC TEXAS' state aggregate data.

5.2 In the event SBC TEXAS misses any measurement for two consecutive months, for each succeeding violation of that measurement, upon request from a CLEC, SBC TEXAS 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 TEXAS processes, to the extent appropriate.

5.3 SBC Texas will not levy a separate charge for provision of the data to CLEC called for under this Attachment. SBC Texas 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. Attached hereto, and incorporated herein by reference, are the following Appendices:

Appendix 1: Performance Measurement Business Rules (Version 4.0)

**APPENDIX**

**PERFORMANCE MEASUREMENTS**

**BUSINESS RULES**

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## PERFORMANCE MEASUREMENTS BUSINESS RULES

### A. Pre-Ordering/Ordering

<b>1.1. Measurement</b>	
Average Response Time for Manual Loop Make-Up Information	
<b>Definition:</b>	
The average time required to provide manual loop qualification for xDSL capable loops measured in business days.	
<b>Exclusions:</b>	
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.	
<b>Business Rules:</b>	
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.	
<b>Calculation:</b>	<b>Report Structure:</b>
$\Sigma(\text{Date and Time the Loop Qualification is made available to CLEC} - \text{Date and Time the CLEC request is received}) / \text{Total number of loop qualifications}$	By CLEC, All CLECs and SBC or its affiliates (or SBC acting on behalf of its affiliate).by state.
<b>Disaggregations and Benchmarks:</b>	
None	3 business days (Critical Z does not apply)

<b>2. Measurement</b>	
Percent Responses Received within "X" seconds – OSS Interfaces	
<b>Definition:</b>	
The percent of responses completed in "x" seconds for pre-order interfaces (EnhancedVerigate, EDI and CORBA ) by function.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
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.	
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.	
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.	
<b>Calculation:</b>	<b>Report Structure:</b>
(# 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.
<b>Disaggregations and Benchmark:</b>	
Overall transactions returned within required interval. Benchmark 95% Does not include Protocol Translation times as noted below.	
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)	
All measurements below will be reported on a diagnostic basis.	
<b>Measurement</b>	<b>EnhancedVerigate, EDI and CORBA</b>
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

<b>4 Measurement</b>
OSS Defects Per Million Opportunities (DPMO)
<b>Definition:</b>
OSS Interface Defects per Million Minutes Opportunities of Scheduled Availability
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>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</li> <li>Undetected Interface outages reported by a CLEC that were not reported to SBC Southwest's designated trouble reporting center within 5 business days</li> </ul>

<b>Business Rules:</b>	
<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>	
<b>Calculation:</b>	<b>Report Structure:</b>
Minutes of outage / Minutes of scheduled availability * 1,000,000	CLECs in the aggregate (except for RAF which is reported by CLEC)
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• Verigate (interface only) = 5000 DPMO</li> <li>• EDI Pre-Order (interface only) = 3000 DPMO</li> <li>• CORBA Pre-Order (interface only) = 3000 DPMO</li> <li>• Total of all 5 Pre-Order function disaggregations = 5,000 DPMO</li> <li>• LEX = 5000 DPMO</li> <li>• EDI Ordering = 3000 DPMO</li> <li>• EBTA GUI = 5000 DPMO</li> <li>• EBTA App-to-App = 5000 DPMO</li> <li>• SBC Southwest RAF (by CLEC) = 5000 DPMO</li> <li>• SBC Toolbar = 5000 DPMO</li> <li>• EASE reported for Consumer and Business = Diagnostic</li> </ul> <p>(Critical Z does not apply)</p>	

<b>5. Measurement: (PM 5 combined with PM 5.2)</b>
Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests and returned within X days on ASR requests.
<b>Definition:</b>
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.
<b>Exclusions:</b>
<p>For LSRs</p> <ul style="list-style-type: none"> <li>• Rejected (manual and electronic) LSRs.</li> <li>• SBC only Disconnect orders.</li> <li>• Services ordered out of the Access Tariff</li> <li>• Interconnection Orders</li> <li>• Unbundled Dedicated Transport Orders</li> </ul> <p>For ASRs</p> <ul style="list-style-type: none"> <li>• All LSRs</li> <li>• Access Orders purchased from SBC tariffs</li> <li>• Rejected (manual and electronic) ASRs</li> <li>• SBC Only disconnect Orders</li> </ul>
<b>Business Rules:</b>
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 2<sup>nd</sup> 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:	
1. Electronic/Electronic LSRs	1. Electronic – Electronic 95% within 45 minutes
2. Manual Intervention LSRs	2. 95% within
A. Mechanized Simple Res/Bus/UNE-P/Mechanized UNE Loop (1-49)/Mechanized Switch Ports/ Mechanized LNP with Loop (1-19)/ EELS	A. 5 Hours
B. Mechanized UNE xDSL Capable Loop (1-20)	B. 6 Hours
C. Mechanized UNE xDSL Capable Loop (>20)	C. 14 Hours
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)	D. 24 Hours
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)	E. 48 Hours
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	F. Negotiated interval
3. ASRs	3. 95% within
A. Interconnection Facilities and Trunks	A. 7 business days
B. Unbundled Dedicated Transport DS3s	B. 5 business days

C. Unbundled Dedicated Transport DS1s	C. 1 business days
D. Projects	D. Negotiated Interval (Critical Z does not apply)

<b>7.1 Measurement</b>	
Percent Mechanized Completion Notifications Available Within one Business Day of Work Completion	
<b>Definition:</b>	
Percent Mechanized Completion Notifications Available Within one Business Day	
<b>Exclusions:</b>	
Exclude Weekends And Holidays	
<b>Business Rules:</b>	
Days are calculated by subtracting the date the SOC was available to the CLEC via EDI/LEX minus the order completion date. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.	
<b>Calculation:</b>	<b>Report Structure:</b>
(# 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.
<b>Disaggregations and Benchmark:</b>	
None	97% (Critical Z does not apply)

<b>10. Measurement (PM 10 combined with PM 10.1)</b>	
Percent Mechanized/Manual Rejects Returned Within "X" hours of receipt of LSR	
<b>Definition:</b>	
Percent mechanized rejects returned within one hour of the receipt of the LSR	
<b>Exclusions:</b>	
For manual rejects received electronically only, rejects of LSRs received through manual process.	
<b>Business Rules:</b>	
<u>Mechanized Rejects</u>	
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.	
<u>Manual Rejects Received Electronically</u>	
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.

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.

Calculation:	Report Structure:
$(\# \text{ mechanized rejects returned within 1 hour} \div \text{total rejects}) * 100$ $(\# \text{ electronic manual rejects returned within 6 hours of receipt of LSR} \div \text{total electronic manual rejects}) * 100$	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:	
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).	
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.	
Calculation:	Report Structure:
$(\text{Number of orders jeopardized} \div \text{Number of orders confirmed}) * 100$	Reported by CLEC and all CLECs, by state.

<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999)</li> <li>• Facilities Jeopardies</li> <li>• Other SBC caused Jeopardies</li> <li>• 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.</li> </ul>	Diagnostic

<b>11.2 Measurement:</b>
Average SBC-caused Jeopardy Notification Interval
<b>Definition:</b>
Measures the average remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time 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.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• N and D Service orders</li> </ul>
<b>Business Rules:</b>
With respect to this interval, it is assumed that the order due date time is 5:00 PM for uncoordinated orders, and the Jeopardy date and time will be the actual date and time that 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.
<b>Levels of Disaggregation:</b>
<ul style="list-style-type: none"> <li>• Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999)</li> <li>• Facilities Jeopardies <ul style="list-style-type: none"> <li>POTS (includes the following): <ul style="list-style-type: none"> <li>• 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)</li> <li>• 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW)</li> <li>• 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access</li> <li>• UNE Platform – POTS</li> </ul> </li> <li>UNE SPECIALS or Designed Services (includes the following): <ul style="list-style-type: none"> <li>• BRI Loop with Test Access</li> <li>• ISDN BRI Port</li> </ul> </li> </ul> </li> </ul>

<ul style="list-style-type: none"> <li>• DS1 Loop with Test Access</li> <li>• DS1 Dedicated Transport</li> <li>• Subtending Channel (23B)</li> <li>• Subtending Channel (1D)</li> <li>• Analog Trunk Port</li> <li>• Subtending Digital Direct Combination Trunks</li> <li>• DS3 Dedicated Transport</li> <li>• Dark Fiber</li> <li>• DSL Loops – Line Sharing</li> <li>• DSL Loops – Non-Line Sharing</li> <li>• DSL Loops - Line Splitting</li> <li>• UNE-Platform-Specials</li> </ul> <p>Other SBC Caused</p> <ul style="list-style-type: none"> <li>• Other SBC caused Jeopardies</li> <li>• CLEC/EU caused Jeopardies</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
Sum (( Committed Due Date /Time for the order) – (Date/Time of Jeopardy notice))/ (number of Jeopardy Orders)	Reported by CLEC and all CLECs and SBC affiliate by state.
<b>Benchmark:</b>	
Facilities Jeopardies: POTS – 1 hour UNE Specials – 4 hours Other SBC caused – 1 day  Diagnostic only	

<b>12.1 Measurement</b>	
Percent Provisioning Accuracy	
<b>Definition:</b>	
Percent of completed service orders submitted via LEX/EDI that are provisioned as requested on the CLEC submitted LSR.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Cancelled Orders</li> <li>• Rejected orders due to CLEC caused errors</li> </ul>	
<b>Business Rules:</b>	
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.	
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.	
<b>Calculation:</b>	<b>Report Structure:</b>
(# 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"> <li>Flow Through</li> <li>Non-Flow Through</li> </ul> Note: SBC will provide disaggregations by UNE-P, UNE Loop, LNP and others on a CLEC requested basis.	95%

12.2 Measurement	
Percent Mechanized Line Loss Notifications Returned Within One Day Of Work Completion	
<b>Definition:</b>	
Percent mechanized line loss notifications returned within one business day of the completion of work.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>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.</li> <li>CLEC-caused misses and delays</li> </ul>	
<b>Business Rules:</b>	
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.	
<b>Calculation:</b>	<b>Report Structure:</b>
(# 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	
<b>Definition:</b>	
Percent of orders from entry to distribution that progress through SBC ordering systems without manual intervention.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Excludes rejected orders</li> <li>Manually received orders</li> </ul>	
<b>Business Rules:</b>	
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.	
<b>Calculation:</b>	<b>Report Structure:</b>
(# 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	
<b>Definition:</b>	
Percent of LSRs that progress through SBC's ordering, provisioning, and billing systems without manual intervention.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• LSRs rejected electronically at LASR or MOG due to a CLEC-caused entry error</li> </ul>	
<b>Business Rules:</b>	
<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"> <li>• LSRs for which SBC returns a manually generated reject, order confirmation, or jeopardy notification,</li> <li>• 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,</li> <li>• LSRs with any associated service orders that do not distribute out of SBC's SORD system without fall out or manual processing,</li> <li>• LSRs with any associated service orders that do not update databases without fall out or manual processing,</li> <li>• LSRs which result in any manual AIN trigger setting or manual switch translation work,</li> <li>• 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.</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of LSRs completely processed without manual intervention ÷ total # of LSRs not rejects at LASR or MOG due to CLEC-caused entry error) * 100	Reported by CLEC, all CLECs, SBC and SBC Affiliates by state.
<b>Disaggregations and Benchmarks:</b>	
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

<b>17.2 New Measurement</b>
Billing Completion Notices
<b>Definition:</b>
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.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Access Service Orders billed through CABS</li> <li>• Interconnection Trunk Orders</li> <li>• T-Orders when dual service is involved</li> <li>• Weekends and Holidays</li> </ul>
<b>Business Rules:</b>
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.	
<b>Calculation:</b>	<b>Report Structure:</b>
Sum (Number of Billing Completion Notices sent within 5 Business Days) / (Number of Billing Completion Notices sent) x 100	Reported by State
<b>Disaggregations and Benchmarks:</b>	
None	95% Billing Completion Notices within 5 business days of service order posting in SORD.

C. Miscellaneous Administrative

<b>22. Measurement</b>	
Local Service Center (LSC) Grade Of Service (GOS)	
<b>Definition:</b>	
Percent of calls answered by the Local Service Center (LSC) within 20 seconds.	
<b>Exclusions:</b>	
Excludes Weekends and Holidays.	
<b>Business Rules:</b>	
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.	
<b>Calculation:</b>	<b>Report Structure:</b>
Total number of calls answered by the LSC within a specified period of time ÷ Total number of calls answered by the LSC	Reported for all calls to the LSC by operational separation
<b>Disaggregations and Benchmarks:</b>	
By SBC LSC	Parity with SBC RSC / BSC

<b>22.1 Measurement:</b>	
Mechanized Customer Production Support Center (MCPSC) Average Speed of Answer	
<b>Definition:</b>	
Average speed of answer for calls answered by the Mechanized Customer Production Support Center (MCPSC) for the SBC region.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Weekends</li> <li>• Holidays</li> <li>• Outside normal business hours</li> </ul>	
<b>Business Rules:</b>	
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.	
<b>Calculation:</b>	<b>Report Structure:</b>

Total amount of time between the receipt of a call to the selected regional option for the MCPSC until the call is answered by the SBC representative / Total number of calls answered by the MCPSC.	Reported for all calls to the MCPSC.
<b>Disaggregations and Benchmarks:</b>	
None	Less than 120 seconds. Critical-Z does not apply.

<b>25. Measurement</b>	
Local Operations Center (LOC) Grade Of Service (GOS)	
<b>Definition:</b>	
Percent of calls answered by the Local Operations Center (LOC) within 20 seconds	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The clock starts when the customer enters the queue and the clock stops when the 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.	
<b>Calculation:</b>	<b>Report Structure:</b>
Total number of calls answered by the LOC 20 seconds ÷ total number of calls answered by the LOC	Reported for all calls to the LOC by operational separation and SBC Retail Repair Bureau (CSB) for maintenance calls by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• Maintenance Calls (i.e., calls to 1-800-220-4818)</li> <li>• Provisioning Calls – DSL (i.e., calls to 1-817-212-5900)</li> <li>• Provisioning Calls – All other (i.e., calls to Resale:1-817-212-5598; calls to Interconnection: 1-817-212-5588)</li> </ul> (The telephone numbers above are subject to change, but notification will be made via an Accessible Letter.)	<ul style="list-style-type: none"> <li>• Parity with SBC CSB</li> <li>• 90% within 20 seconds (Critical Z does not Apply)</li> <li>• 90% within 20 seconds (Critical Z does not Apply)</li> </ul>

## D. Provisioning

<b>28. Measurement (PM 28 combined with PM 56, PM 56.1, PM 73, and PM 91)</b>
Percent POTS/UNE-P/Specials/UNES/LNP Loop/LNP Standalone/Interconnection Trunks Installations Completed Within the customer requested due date.
<b>Definition:</b>
<u>POTS/UNE-P/Specials/UNES/LNP Loops/LNP Standalone</u> 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.
<u>Interconnection Trunks</u> 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.
<b>Exclusions:</b>

- 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.

<p>For partial LNP conversions that require restructuring of customer account:</p> <ul style="list-style-type: none"> <li>1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new.</li> <li>&gt;30 TNs, including entire NXX: The due dates are negotiated.</li> </ul> <p>Interconnection Trunks</p> <p>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.</p>	
<b>Calculation:</b>	<b>Report Structure:</b>
<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 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</p>	<p>Reported for CLEC, all CLECs and SBC by state.</p>
<b>Disaggregations and Benchmarks:</b>	
<p><u>POTS</u></p> <ol style="list-style-type: none"> <li>Field Work (FW) <ul style="list-style-type: none"> <li>Bus Class of Svc</li> <li>Res Class of Svc</li> </ul> </li> <li>No Field Work (NFW) <ul style="list-style-type: none"> <li>Bus Class of Svc</li> <li>Res Class of Svc</li> </ul> </li> <li>UNE-P -Field Work (FW)</li> <li>UNE -P - No Field Work (NFW)</li> <li>8.0dB Loops (standalone and loop with LNP)</li> </ol> <p><u>Resale Specials/UNE</u></p> <ol style="list-style-type: none"> <li>DS0 (DDS, VGPL, 5 db loops, switch ports)</li> <li>DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport</li> <li>ISDN &amp; BRI (resale, loops and ports)</li> <li>DSL and Line Splitting</li> <li>Line Sharing and IDSL)</li> </ol>	<ol style="list-style-type: none"> <li>Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types)</li> <li>Resale POTS parity between No Field Work compared to SBC Retail No Field Work (N, T, C order types).</li> <li>UNE-P Parity between Field Work compared to SBC Retail Field Work (N, T, C order types)</li> <li>UNE-P Parity between No Field Work compared to SBC Retail No Field Work. (N, T, C order types).</li> <li>95%</li> </ol> <p><u>Resale Specials and UNEs</u></p> <ol style="list-style-type: none"> <li>95%</li> <li>95% in five days (Critical Z does not apply)</li> <li>95%</li> <li>95%</li> <li>95%</li> </ol>

11. EELS – DSO	11. 90%(5 days), 92% in 6 months, 95% in a year
12. EELS – DS1	12. 90%(5 days), 92% in 6 months, 95% in a year (Critical Z does not apply)
13. Interconnection trunks	13. 95%
14. <u>LNP only</u> : NXXs previously opened and NXX new ( 1-30 TNs and greater than 30 TNs)	14. 96.5%

<b>30. Measurement (PM 30 Combined with PM 60)</b>	
Percent SBC Missed Due Dates Due To Lack of Facilities	
<b>Definition:</b>	
<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.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes orders that are not N, T, or C.</li> <li>• Interconnection Trunks.</li> </ul>	
<b>Business Rules:</b>	
<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>	
<b>Calculation:</b>	<b>Report Structure:</b>
(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.

<b>Disaggregations and Benchmarks:</b>	
<ol style="list-style-type: none"> <li>1. POTS- Field Work (FW) - Bus Class of Svc - Res Class of Svc</li> <li>2. UNE-P - Field Work (FW)</li> <li>3. 8.0dB Loops</li> </ol> <p><u>Resale Specials/UNEs:</u></p> <ol style="list-style-type: none"> <li>4. DS0 (DDS, VGPL, switch ports)</li> <li>5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport</li> <li>6. ISDN &amp; BRI (resale, loops, and ports)</li> <li>7. DSL and Line Splitting</li> <li>8. Line Sharing and IDSL</li> <li>9. EELS – DS0</li> <li>10. EELS – DS1</li> </ol>	<ol style="list-style-type: none"> <li>1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types)</li> <li>2. UNE-P Parity between Field Work compared to SBC Field Work (N, T, C order types)</li> <li>3. Compared to Business Retail POTS and Residence Retail POTS Combined</li> </ol> <ol style="list-style-type: none"> <li>4. 5%</li> <li>5. 4% (Critical Z does not apply)</li> <li>6. 5%</li> <li>7. 5%</li> <li>8. 5%</li> <li>9. 5%</li> <li>10. 8%, 4% in 6 months (Critical Z does not apply)</li> </ol> <p>Note: Comparisons are used for Diagnostic purposes only.</p>

<b>32. Measurement (PM 32 Combined with PM 62 and PM 74)</b>
Average Delay Days For SBC Caused Missed Due Dates.
<b>Definition:</b>
<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.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Excludes orders that are not N, T, or C.</li> </ul> <p>For Specials/UNEs/Interconnection Trunks Only:</p> <ul style="list-style-type: none"> <li>• 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.</li> </ul>
<b>Business Rules:</b>
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.
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.
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.

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.

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"> <li>1. Field Work (FW) - Bus Class of Svc - Res Class of Svc No Field Work (NFW) - Bus Class of Svc - Res Class of Svc</li> <li>2. UNE-P Field Work (FW) No Field Work (NFW)</li> <li>3. 8.0dB Loops - FW 8.0dB Loops - NFW</li> </ol> <p><u>Resale Specials/UNEs:</u></p> <ol style="list-style-type: none"> <li>4. DS0 (DDS, VGPL, 5.0 dB loops, switch ports)</li> <li>5. DS1 and above (DS1, DS3, OCn, and Dark Fiber) Loops and Transport)</li> <li>6. ISDN &amp; BRI (resale, loops and ports)</li> <li>7. DSL and Line Splitting</li> <li>8. Line Sharing and IDSL</li> <li>9. EELS - DS0</li> <li>10. EELS - DS1</li> <li>11. Interconnection Trunks</li> </ol>	<ol style="list-style-type: none"> <li>1. 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).</li> <li>2. 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).</li> <li>3. Compared to Business Retail POTS and Residence Retail POTS Combined - FW and NFW</li> <li>4. 6 days</li> <li>5. 6 days (Critical Z does not apply)</li> <li>6. 5 days</li> <li>7. 6 days</li> <li>8. 6 days</li> <li>9. 6 days</li> <li>10. 6 days (Critical Z does not apply)</li> <li>11. Parity with SBC Interoffice trunking network</li> </ol>

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:**

- 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 6. ISDN & BRI (resale, loops and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1 11. Stand Alone LNP	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% 9. 8%, 5% in 6 months 10. 8%, 5% in 6 months (Critical Z does not apply) 11. Parity with SBC Retail POTS – No Field Work

<b>101. Measurement:</b>
Percent Out of Service < 60 minutes
<b>Definition:</b>
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.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• CLEC-caused errors.</li> <li>• NPAC-caused errors unless caused by SBC.</li> <li>• Stand Alone LNP Orders with more than 500 number activations.</li> </ul>
<b>Business Rules:</b>
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.
<b>Levels of Disaggregation:</b>

<ul style="list-style-type: none"> <li>None</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Number of activations provisioned in less than 60minutes) ÷ (total LNP activations ) * 100.	Reported by CLEC and all CLECs by state.
<b>Disaggregations and Benchmarks:</b>	
None	96.5% Critical z-value does not apply

**E. Maintenance**

<b>37.1 Measurement (PM 37.1 Combined with PM 65.1)</b>	
Trouble Report Rate net of installation and repeat reports	
<b>Definition:</b>	
The number of electronic or manual customer trouble reports exclusive of installation and repeat reports within a calendar month, per 100 lines/circuits/UNEs.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Excludes reports caused by customer provided equipment (CPE), Interexchange Carrier/Competitive Access Provider, and Informational or wiring.                             <ul style="list-style-type: none"> <li>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.</li> </ul> </li> <li>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.</li> <li>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.</li> <li>Excludes BRI loops without test access</li> <li>Excludes DSL loops &gt; 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.</li> <li>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.</li> <li>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</li> </ul>	
<b>Business Rules:</b>	
<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.	
<b>Calculation:</b>	<b>Report Structure:</b>
[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. DS0 (DDS, VGPL, 5 db Loops, switch ports)	4. 5%
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 5%
7. DSL and Line Splitting	7. 3%
8. Line Sharing and IDSL	8. 3%
9. EELS – DS0	9. 5%
10. EELS – DS1	10. 4% (Critical Z does not apply)

38. Measurement (PM 38 Combined With PM 66)	
Percent Missed Repair Commitments	
<b>Definition:</b>	
Percent of trouble reports not cleared by the commitment time.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• 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.</li> <li>• No Access and delayed maintenance for UNE loops.</li> <li>• Specials and Interconnection Trunks</li> <li>• Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (UNE Only)</li> </ul>	
<b>Business Rules:</b>	
<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.	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100	Reported for CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmark:	
1. POTS - Residence <ul style="list-style-type: none"> <li>• Dispatch</li> <li>• No Dispatch</li> </ul> POTS - Business <ul style="list-style-type: none"> <li>• Dispatch</li> <li>• No Dispatch</li> </ul>	1. POTS - Parity with SBC Retail
2. UNE-P <ul style="list-style-type: none"> <li>• Dispatch</li> <li>• No Dispatch</li> </ul>	2. UNE-P – Parity with SBC Retail POTS Business and Residence combined
3. 8.0dB Loops	3. Compared to SBC Retail POTS business and residence combined

<b>39. Measurement (PM 39 Combines with PM 67 and PM 76)</b>	
Mean time to restore / Average Trunk Restoration Interval	
<b>Definition:</b>	
<u>POTS/UNE-P</u> 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.	
<u>UNES/EELS and Specials</u> 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.	
<u>Interconnection Trunks</u> Average time to repair interconnection trunks. This measure is based on calendar days.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Subsequent reports. A subsequent report is one that is received while an existing repair report is open.</li> <li>• 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.</li> <li>• 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).</li> <li>• Exclude Vendor meets</li> <li>• No Access Time</li> <li>• Delayed Maintenance Time</li> <li>• Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (does not apply to POTS)</li> <li>• Exclude Loops without test access – BRI</li> <li>• DSL loops &gt; 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.</li> <li>• 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</li> </ul>	
<b>Business Rules:</b>	
<u>POTS and UNE-Ps</u> 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.	
<u>Specials</u> 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.	
<u>UNEs/EELS</u> The start time is when the report is received. The stop time is when the report is cleared in the appropriate system.	
<u>Interconnection Trunks</u> 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.	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{\sum[(\text{Date and time SBC clears ticket with the CLEC}) - (\text{Date and time ticket or trouble report is received})]}{\text{Total network customer trouble reports}}$	Reported by CLEC, all CLECs and SBC, by market area for parity measures and by state for benchmark measures.

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

<b>40. Measurement</b>	
Percent Out Of Service (OOS) < 24 Hours	
<b>Definition:</b>	
Percent of OOS trouble reports cleared in less than 24 hours.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open.</li> <li>• 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.</li> <li>• Excludes reports marked as "No Access" to customer premises.</li> <li>• Excludes Affecting Service reports.</li> </ul>	
<b>Business Rules:</b>	
Customer trouble reports are cleared within 24 hours when: <ul style="list-style-type: none"> <li>• The customer report is received Monday through Friday cleared within 24 hours.</li> <li>• The customer report is received Saturday and cleared within 48 hours.</li> <li>• The customer report is received Sunday and cleared before midnight Monday.</li> <li>• Holidays are excluded.</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>

(Count of OOS trouble reports < 24 hours ÷ total number of OOS trouble reports) * 100	Reported by CLEC, all CLECs and SBC by state.
<b>Disaggregations and Benchmarks:</b>	
1. <u>POTS</u> <ul style="list-style-type: none"> <li>• Business class of service</li> <li>• Residence class of service</li> </ul> 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.

<b>41. Measurement (PM 41 Combined with PM 69)</b>	
Percent Repeat Reports	
<b>Definition:</b>	
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.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. <ul style="list-style-type: none"> <li>• 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.</li> </ul> </li> <li>• Interconnection Trunks</li> <li>• Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational</li> <li>• Loops without test access – BRI</li> <li>• DSL loops &gt; 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.</li> <li>• 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.</li> </ul>	
<b>Business Rules:</b>	
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.	
<b>Calculation:</b>	<b>Report Structure:</b>
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.
<b>Disaggregations and Benchmarks:</b>	
1. <u>POTS</u> - <u>Residence</u>	1. Parity With SBC Retail POTS

- <u>Business</u>	
2. <u>UNE-P</u>	2. Parity with SBC Retail Pots Business and Residence Combined
3. <u>8.0dB Loop</u>	3. Compared to SBC Retail POTS business and residence combined
<u>Resale Specials/UNEs:</u>	
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	4. 10%
5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport	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

<b>70. Measurement:</b>	
Percentage of Trunk Blockage	
<b>Definition:</b>	
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.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes Weekends and Holidays</li> <li>• CLECs have trunks busied-out for maintenance at their end, or have other network problems that are under their control.</li> <li>• Blocking caused by unplanned load on a CLECs network</li> <li>• 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.</li> <li>• 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).</li> <li>• 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.</li> <li>• If CLEC fails to provide a forecast within the last six months unless a different timeframe is specified in an interconnection agreement.</li> <li>• 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.</li> <li>• 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.</li> </ul> <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>	
<b>Business Rules:</b>	
Twenty days of data consisting of blocked calls and total calls are collected, aggregated and reported.	
<b>Calculation:</b>	<b>Report Structure:</b>

$\frac{\{(\text{Count of blocked calls} - \text{excluded blocked calls}) \div \text{total calls offered} - (\text{excluded blocked calls})\}}{\text{total calls offered} - (\text{excluded blocked calls})} * 100$	Reported for CLEC and all CLECs by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>SBC end office to CLEC end office</li> <li>SBC tandem to end office trunk</li> </ul>	Blocked Calls on Dedicated Trunk Groups not to exceed blocking standard of B.01. [B.01 standard is 1%]

<b>71. Measurement:</b>	
Common Transport Trunk Blockage	
<b>Definition:</b>	
Percentage of local common transport trunk groups exceeding 2%, 1% blockage.	
<b>Exclusions:</b>	
No data is collected on weekends or holidays	
<b>Business Rules:</b>	
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.	
<b>Calculation:</b>	<b>Report Structure:</b>
(Number of common transport trunk groups exceeding 2%, 1% blocking $\div$ total common transport trunk groups) * 100.	Reported on local common transport trunk groups by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>Common trunk groups where CLECs share ILEC trunks</li> <li>Common trunk groups for CLECs not shared by ILEC</li> </ul>	<ul style="list-style-type: none"> <li>3% of SBC common transport trunk groups not to exceed 2% blocking</li> <li>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).</li> </ul>

<b>73.1 Measurement</b>	
Percentage Held Interconnection Trunks	
<b>Definition:</b>	
Percentage of interconnection trunk circuits held greater than 30, 60 or 90 calendar days.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Customer Caused Misses</li> <li>Excludes any incremental days attributable to the CLEC after the initial SBC caused delay.</li> </ul>	
<b>Business Rules:</b>	
The Customer Desired Due Date or the 21 <sup>st</sup> 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.	
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).	
The Denominator will be completed orders plus held circuits.	
<b>Calculation:</b>	<b>Report Structure:</b>

(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.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>Interconnection Trunks by 30, 60 and 90 days</li> </ul>	Parity with SBC interconnection trunks. (For purposes of damages, only applicable to trunk circuits held greater than 30 days.)

## G. 911

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

## H. Collocation

<b>107. Measurement</b>	
Percentage Missed Collocation Due Dates	
<b>Definition:</b>	
The percentage of SBC caused missed due dates for collocation projects.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Exclude any applications rejected for non-payment within the times requested under tariff</li> <li>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.</li> </ul>	
<b>Business Rules:</b>	
<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</p>	

<p>date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to:</p> <ul style="list-style-type: none"> <li>• CLEC return to SBC corrected and complete floor plan drawings.</li> <li>• CLEC placement of required component(s).</li> </ul> <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>	
<b>Calculation:</b>	<b>Report Structure:</b>
(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
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• New</li> <li>• Augments</li> </ul> <p>Note: All approved types, e.g. Cages, Cageless, etc. are now included in these)</p>	95% within the due date in the SBC Texas 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)

I. Coordinated Conversions

<b>115.2. Measurement</b>	
Combined Outage Percentage of CHC/FDT LNP with Loop Lines Conversions	
<b>Definition:</b>	
Percentage of CHC/FDT LNP with Loop Lines where an outage occurs.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• 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.</li> <li>• Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time.</li> <li>• CHC/FDT LNP with Loop Lines where the CLEC requests that the cut-over begin prior to the scheduled time.</li> <li>• Excludes Non-Measured reports (CPE, Interexchange, and Informational).</li> </ul>	
<ul style="list-style-type: none"> <li>• Reports for which the trouble is attributable to the SBC network (unless SBC had knowledge of the trouble prior to the due date).</li> <li>• Excludes no access to the end user's location.</li> </ul>	
<b>Business Rules:</b>	
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).	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of outages ÷ total coordinated conversions) * 100	Reported by CLEC and all CLECs by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• Enhanced Daily Process (Includes original CHC.FDT for LNP with DSL compatible loop)</li> <li>• Defined Batch Process</li> <li>• Bulk Batch Process</li> </ul>	<p>2%</p> <p>2%</p> <p>2%</p>

## J. NXX

<b>117. Measurement</b>	
Percent NXXs loaded and tested by the LERG effective date	
<b>Definition:</b>	
Measures the percent of NXX(s) loaded and tested in the end office and/or tandem switches by the LERG effective date	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Requests from CLECs where no signed Interconnection Agreement exists</li> <li>• Requests from CLECs where their Infrastructure is not complete preventing us from performing the appropriate testing to establish the NXX</li> <li>• Requests by CLECs where an appropriate test number has not been provided to perform required testing to establish the NXX</li> </ul>	
<b>Business Rules:</b>	
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.	
<b>Calculation:</b>	<b>Report Structure:</b>
(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.
<b>Disaggregations and Benchmarks:</b>	
None	Parity

**K. Bona Fide/Special Request Process (BFRs)**

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

<b>124. Measurement</b>	
Timely Resolution of Significant Software Failures Related to Releases	
<b>Definition:</b>	
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.	
<b>Exclusions:</b>	
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)	
<b>Business Rules:</b>	
<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"> <li>UNE-P</li> <li>UNE Loop</li> <li>DSL Capable Loops</li> <li>DSL with Line Sharing</li> <li>LNP only</li> </ul> <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)
<b>UNE:</b>		
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
PRODUCT	QUANTITY	INTERVAL (DAYS)
<b>RESOLD SPECIALS:</b>		
DDS	1 – 8	7
	9+	Negotiate
DS1	1 – 5	7

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

# APPENDIX-PRICING (WISCONSIN)

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## APPENDIX PRICING (WISCONSIN)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.4 Replacement of Non-Interim Rates

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

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

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

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

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

## 1.7 Notice to Adopting CLECs

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

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

For Loops:

Access Area:

A

B

C

Total Access Lines:

See: Tariff 20, Part 4, Section 2, Sheet 2

See: Tariff 20, Part 4, Section 2, Sheet 2

See: Tariff 20, Part 4, Section 2, Sheet 2

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

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

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in SBC WISCONSIN's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at SBC WISCONSIN's current generic contract rate for the Product or Service set forth in SBC WISCONSIN's applicable state-specific generic pricing schedule as published on SBC WISCONSIN's CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and SBC WISCONSIN may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 SBC WISCONSIN's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of SBC WISCONSIN's right to charge and collect payment for such Products and/or Services.

#### 1.10 Establishment of "TBD" Rates

- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by SBC WISCONSIN for that Product or Service and incorporated into SBC WISCONSIN's current state-specific generic pricing schedule as published on SBC WISCONSIN's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and SBC WISCONSIN provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. SBC WISCONSIN shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC WISCONSIN shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 SBC WISCONSIN's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC WISCONSIN's right to charge and collect payment for such Products and/or Services.

## 2. RECURRING CHARGES

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

- month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.
- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
  - 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SBC WISCONSIN will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC WISCONSIN will round up to the next whole mile before determining the mileage and applying rates.

### 3. NON-RECURRING CHARGES

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

### 4. BILLING

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

Line	WISCONSIN	USOC	SBC Recurring		SBC Non Recurring	
			Monthly	Initial	Additional	
1	<b>NETWORK ELEMENTS</b>					
2	<b>Loops</b>					
3	2-Wire Analog - Rural (Access Area C)	U2HXC	\$	16.02	See NRC Prices Below	
4	2-Wire Analog - Suburban (Access Area B)	U2HXB	\$	13.33	See NRC Prices Below	
5	2-Wire Analog - Metro (Access Area A)	U2HXA	\$	11.69	See NRC Prices Below	
6	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	U2WXC	\$	17.34	See NRC Prices Below	
7	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	U2WXB	\$	14.44	See NRC Prices Below	
8	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	U2WXA	\$	12.26	See NRC Prices Below	
9	2-Wire Ground Start, PBX - Rural (Access Area C)	U2JXC	\$	17.34	See NRC Prices Below	
10	2-Wire Ground Start, PBX - Suburban (Access Area B)	U2JXB	\$	14.44	See NRC Prices Below	
11	2-Wire Ground Start, PBX - Metro (Access Area A)	U2JXA	\$	12.26	See NRC Prices Below	
12	2-Wire COPTS Coin - Rural (Access Area C)	U2CXC	\$	17.73	See NRC Prices Below	
13	2-Wire COPTS Coin - Suburban (Access Area B)	U2CXB	\$	14.80	See NRC Prices Below	
14	2-Wire COPTS Coin - Metro (Access Area A)	U2CXA	\$	12.55	See NRC Prices Below	
15	2-Wire EKL - Rural (Access Area C)	U2KXC	\$	21.17	See NRC Prices Below	
16	2-Wire EKL - Suburban (Access Area B)	U2KXB	\$	17.99	See NRC Prices Below	
17	2-Wire EKL - Metro (Access Area A)	U2KXA	\$	15.08	See NRC Prices Below	
18	Conditioning for dB Loss					
19	4-Wire Analog - Rural (Access Area C)	U4HXC	\$	38.61	See NRC Prices Below	
20	4-Wire Analog - Suburban (Access Area B)	U4HXB	\$	32.52	See NRC Prices Below	
21	4-Wire Analog - Metro (Access Area A)	U4HXA	\$	27.37	See NRC Prices Below	
22	2-Wire Digital - Rural (Access Area C)	U2QXC	\$	21.99	See NRC Prices Below	
23	2-Wire Digital - Suburban (Access Area B)	U2QXB	\$	18.39	See NRC Prices Below	
24	2-Wire Digital - Metro (Access Area A)	U2QXA	\$	15.55	See NRC Prices Below	
25	Service Coord. Fee per account, per CO					
26	DS1 Loop - Rural (Access Area C)	4U1XC	\$	52.82	See NRC Prices Below	
27	DS1 Loop - Suburban (Access Area B)	4U1XB	\$	54.41	See NRC Prices Below	
28	DS1 Loop - Metro (Access Area A)	4U1XA	\$	45.11	See NRC Prices Below	
29	DS3 Loop - Rural (Access Area C)	U4D3C	\$	880.30	See NRC Prices Below	
30	DS3 Loop - Suburban (Access Area B)	U4D3B	\$	853.21	See NRC Prices Below	
31	DS3 Loop - Metro (Access Area A)	U4D3A	\$	742.82	See NRC Prices Below	
32						
33						
34	<b>DSL Capable Loops</b>					
35	2-Wire xDSL Loop					
36	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$	13.33	See NRC Prices Below	
37	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$	12.33	See NRC Prices Below	
38	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$	11.85	See NRC Prices Below	
39						
40	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$	13.33	See NRC Prices Below	
41	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$	12.33	See NRC Prices Below	
42	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$	11.85	See NRC Prices Below	
43						
44	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$	13.33	See NRC Prices Below	
45	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$	12.33	See NRC Prices Below	
46	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$	11.85	See NRC Prices Below	
47						
48	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$	13.33	See NRC Prices Below	
49	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$	12.33	See NRC Prices Below	
50	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$	11.85	See NRC Prices Below	
51						
52	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$	13.33	See NRC Prices Below	
53	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$	12.33	See NRC Prices Below	
54	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$	11.85	See NRC Prices Below	
55						
56	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$	13.33	See NRC Prices Below	
57	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$	12.33	See NRC Prices Below	
58	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$	11.85	See NRC Prices Below	
59	4-Wire xDSL Loop					
60	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$	24.53	See NRC prices below	
61	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$	22.42	See NRC prices below	
62	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$	21.25	See NRC prices below	
63						
64	<b>IDSL Capable Loop</b>					
65	IDSL Loop Access Area C - Rural	UY5FC	\$	21.99	See NRC Prices Below	
66	IDSL Loop Access Area B - Suburban	UY5FB	\$	18.39	See NRC Prices Below	
67	IDSL Loop Access Area A - Metro	UY5FA	\$	15.55	See NRC Prices Below	
68						
69	Loop Qualification Process					
70	Loop Qualification Process - Mechanized	NR98U	N/A	\$	0.10	N/A
71	Loop Qualification Process - Manual	NRBXU	N/A	\$	26.12	N/A
72	Loop Qualification Process - Detailed Manual	TBD	N/A		TBD	N/A
73						
74	DSL Conditioning Options - >12KFT and < 17.5KFT					
75	Removal of Repeater Options	NRBXV	N/A	\$	0.00	N/A
76	Removal Bridged Tap Option	NRBXW	N/A	\$	0.00	N/A
77	Removal of Load Coil	NRBXZ	N/A	\$	0.00	N/A
78	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT					
79	Removal of Repeater Options	NRBNL	N/A	\$	0.00	N/A
80	Removal Bridged Tap Option	NRBNK	N/A	\$	0.00	N/A
81	Removal of Load Coil	NRBNJ	N/A	\$	0.00	N/A
82						
83	<b>Removal of All or NON-Excessive Bridged Tap (RABT) - MMP</b>					
84	<17.5Kft.	NRMRJ	N/A	\$	0.00	
85	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	N/A	\$	0.00	
86	- per element incremental	NRMRS	N/A	\$	0.00	
87	incremental	NRMRM	N/A	\$	-	

Line	WISCONSIN	USOC	SBC Recurring		SBC Non Recurring	
			Monthly	Initial	Additional	
88	<b>Loop Non-Recurring Charges</b>					
89	Bus Service Order - Establish	SEPUP		\$	0.07	
90	Bus Service Order - Establish - Disconnect	NR90E		\$	0.04	
91	Bus Service Order - Add/Change	REAH9		\$	0.07	
92	Bus Line Connection - Stand alone UNE loop	SEPUC		\$	30.64	
93	Bus Line Connection - Stand alone UNE loop - Disconnect	NR90G		\$	3.86	
94	Bus Line Connection Add/Change	REAH5		\$	30.64	
95	Bus Record Work Only	NR9UP		\$	0.04	
96	Res Service Order - Establish	SEPUP		\$	0.07	
97	Res Service Order - Establish - Disconnect	NR90E		\$	0.04	
98	Res Service Order - Add/Change	REAH9		\$	0.07	
99	Res Line Connection	SEPUC		\$	30.64	
100	Res Line Connection - Disconnect	NR90G		\$	3.86	
101	Res Line Connection Add/Change	REAH5		\$	30.64	
102	Res Record Work Only	NR9UP		\$	0.04	
103						
104	<b>DS1 Loop Non-Recurring Charges</b>					
105	Administrative Charge - per order	NR90R		\$	138.62	
106	Administrative Charge - per order - Disconnect	NR90T		\$	55.72	
107	Design & Central Office Connection Charge-per circuit	NR90U		\$	433.60	
108	Design & Central Office Connection Charge-per circuit - Disconnect	NR90V		\$	81.11	
109	Customer Connection Charge per Termination	NR90W		\$	179.90	
110						
111	<b>DS3 Loop Non-Recurring Charges</b>					
112	Administrative Charge - per order	NR90Y	N/A	\$	183.10	N/A
113	Administrative Charge - Disconnect Order	NR90Z	NA	\$	39.93	
114	Design & Central Office Connection Charge, per circuit	NR901	N/A	\$	575.14	N/A
115	Design & Central Office Connection Charge, per circuit - Disconnect	NR902	NA	\$	82.92	
116	Customer Connection Charge per Termination	NR903	N/A	\$	204.37	N/A
117	<b>SUB-LOOPS</b>					
118	<b>ECS to SAI sub-loop</b>					
119	2 Wire Analog - area A	PENDING	\$	1.28	See NRC prices below	
120	2 Wire Analog - area B	PENDING	\$	1.20	See NRC prices below	
121	2 Wire Analog - area C	PENDING	\$	1.16	See NRC prices below	
122	4 Wire Analog - area A	PENDING	\$	2.55	See NRC prices below	
123	4 Wire Analog - area B	PENDING	\$	2.37	See NRC prices below	
124	4 Wire Analog - area C	PENDING	\$	2.29	See NRC prices below	
125	2 Wire DSL Compatible - area A	PENDING	\$	1.28	See NRC prices below	
126	2 Wire DSL Compatible - area B	PENDING	\$	1.20	See NRC prices below	
127	2 Wire DSL Compatible - area C	PENDING	\$	1.16	See NRC prices below	
128	4 Wire DSL Compatible - area A	PENDING	\$	2.55	See NRC prices below	
129	4 Wire DSL Compatible - area B	PENDING	\$	2.37	See NRC prices below	
130	4 Wire DSL Compatible - area C	PENDING	\$	2.29	See NRC prices below	
131	<b>ECS to Terminal sub-loop</b>					
132	2 Wire Analog - area A	PENDING	\$	5.05	See NRC prices below	
133	2 Wire Analog - area B	PENDING	\$	6.05	See NRC prices below	
134	2 Wire Analog - area C	PENDING	\$	9.79	See NRC prices below	
135	4 Wire Analog - area A	PENDING	\$	10.09	See NRC prices below	
136	4 Wire Analog - area B	PENDING	\$	12.05	See NRC prices below	
137	4 Wire Analog - area C	PENDING	\$	19.54	See NRC prices below	
138	2 Wire DSL Compatible - area A	PENDING	\$	5.05	See NRC prices below	
139	2 Wire DSL Compatible - area B	PENDING	\$	6.05	See NRC prices below	
140	2 Wire DSL Compatible - area C	PENDING	\$	9.79	See NRC prices below	
141	4 Wire DSL Compatible - area A	PENDING	\$	10.09	See NRC prices below	
142	4 Wire DSL Compatible - area B	PENDING	\$	12.05	See NRC prices below	
143	4 Wire DSL Compatible - area C	PENDING	\$	19.54	See NRC prices below	
144	<b>ECS to NID sub-loop</b>					
145	2 Wire Analog - area A	PENDING	\$	5.80	See NRC prices below	
146	2 Wire Analog - area B	PENDING	\$	6.81	See NRC prices below	
147	2 Wire Analog - area C	PENDING	\$	10.62	See NRC prices below	
148	4 Wire Analog - area A	PENDING	\$	11.56	See NRC prices below	
149	4 Wire Analog - area B	PENDING	\$	13.56	See NRC prices below	
150	4 Wire Analog - area C	PENDING	\$	21.22	See NRC prices below	
151	2 Wire DSL Compatible - area A	PENDING	\$	5.80	See NRC prices below	
152	2 Wire DSL Compatible - area B	PENDING	\$	6.81	See NRC prices below	
153	2 Wire DSL Compatible - area C	PENDING	\$	10.62	See NRC prices below	
154	4 Wire DSL Compatible - area A	PENDING	\$	11.56	See NRC prices below	
155	4 Wire DSL Compatible - area B	PENDING	\$	13.56	See NRC prices below	
156	4 Wire DSL Compatible - area C	PENDING	\$	21.22	See NRC prices below	
157	<b>SAI to Terminal sub-loop</b>					
158	2 Wire Analog - area A	PENDING	\$	4.88	See NRC prices below	
159	2 Wire Analog - area B	PENDING	\$	5.83	See NRC prices below	
160	2 Wire Analog - area C	PENDING	\$	9.66	See NRC prices below	
161	4 Wire Analog - area A	PENDING	\$	9.75	See NRC prices below	
162	4 Wire Analog - area B	PENDING	\$	11.66	See NRC prices below	
163	4 Wire Analog - area C	PENDING	\$	19.29	See NRC prices below	
164	2 Wire DSL Compatible - area A	PENDING	\$	4.88	See NRC prices below	
165	2 Wire DSL Compatible - area B	PENDING	\$	5.83	See NRC prices below	
166	2 Wire DSL Compatible - area C	PENDING	\$	9.66	See NRC prices below	
167	4 Wire DSL Compatible - area A	PENDING	\$	9.75	See NRC prices below	
168	4 Wire DSL Compatible - area B	PENDING	\$	11.66	See NRC prices below	
169	4 Wire DSL Compatible - area C	PENDING	\$	19.29	See NRC prices below	
170	<b>SAI to NID sub-loop</b>					
171	2 Wire Analog - area A	PENDING	\$	5.61	See NRC prices below	
172	2 Wire Analog - area B	PENDING	\$	6.61	See NRC prices below	
173	2 Wire Analog - area C	PENDING	\$	10.49	See NRC prices below	
174	4 Wire Analog - area A	PENDING	\$	11.22	See NRC prices below	
175	4 Wire Analog - area B	PENDING	\$	13.16	See NRC prices below	
176	4 Wire Analog - area C	PENDING	\$	20.97	See NRC prices below	
177	2 Wire DSL Compatible - area A	PENDING	\$	5.61	See NRC prices below	
178	2 Wire DSL Compatible - area B	PENDING	\$	6.61	See NRC prices below	
179	2 Wire DSL Compatible - area C	PENDING	\$	10.49	See NRC prices below	
180	4 Wire DSL Compatible - area A	PENDING	\$	11.22	See NRC prices below	

Line	WISCONSIN		USOC	SBC Recurring		SBC Non Recurring	
				Monthly	Initial	Additional	
181		4 Wire DSL Compatible- area B	PENDING	\$ 13.16		See NRC prices below	
182		4 Wire DSL Compatible- area C	PENDING	\$ 20.97		See NRC prices below	
183		<b>Terminal to NID sub-loop</b>					
184		2 Wire Analog - area A	PENDING	\$ 1.14		See NRC prices below	
185		2 Wire Analog - area B	PENDING	\$ 1.15		See NRC prices below	
186		2 Wire Analog - area C	PENDING	\$ 1.23		See NRC prices below	
187		4 Wire Analog - area A	PENDING	\$ 2.25		See NRC prices below	
188		4 Wire Analog - area B	PENDING	\$ 2.30		See NRC prices below	
189		4 Wire Analog - area C	PENDING	\$ 2.47		See NRC prices below	
190		2 Wire DSL Compatible - area A	PENDING	\$ 1.14		See NRC prices below	
191		2 Wire DSL Compatible- area B	PENDING	\$ 1.15		See NRC prices below	
192		2 Wire DSL Compatible - area C	PENDING	\$ 1.23		See NRC prices below	
193		4 Wire DSL Compatible - area A	PENDING	\$ 2.25		See NRC prices below	
194		4 Wire DSL Compatible- area B	PENDING	\$ 2.30		See NRC prices below	
195		4 Wire DSL Compatible- area C	PENDING	\$ 2.47		See NRC prices below	
196		<b>NID sub-loop element</b>					
197		2 Wire Analog - area A	PENDING	TBD		See NRC prices below	
198		2 Wire Analog - area B	PENDING	TBD		See NRC prices below	
199		2 Wire Analog - area C	PENDING	TBD		See NRC prices below	
200		4 Wire Analog - area A	PENDING	TBD		See NRC prices below	
201		4 Wire Analog - area B	PENDING	TBD		See NRC prices below	
202		4 Wire Analog - area C	PENDING	TBD		See NRC prices below	
203		2 Wire DSL - area A	PENDING	TBD		See NRC prices below	
204		2 Wire DSL - area B	PENDING	TBD		See NRC prices below	
205		2 Wire DSL - area C	PENDING	TBD		See NRC prices below	
206		4 Wire DSL - area A	PENDING	TBD		See NRC prices below	
207		4 Wire DSL - area B	PENDING	TBD		See NRC prices below	
208		4 Wire DSL - area C	PENDING	TBD		See NRC prices below	
209		2 Wire ISDN Compatible - area A	PENDING	TBD		See NRC prices below	
210		2 Wire ISDN Compatible - area B	PENDING	TBD		See NRC prices below	
211		2 Wire ISDN Compatible - area C	PENDING	TBD		See NRC prices below	
212		<b>4 Wire DS1 Compatible - area A</b>	PENDING	TBD		<b>See NRC prices below</b>	
213		<b>4 Wire DS1 Compatible - area B</b>	PENDING	TBD		<b>See NRC prices below</b>	
214		<b>4 Wire DS1 Compatible - area C</b>	PENDING	TBD		<b>See NRC prices below</b>	
215		<b>DS3 compatible subloop - area A</b>	PENDING	TBD		<b>See NRC prices below</b>	
216		<b>DS3 compatible subloop - area B</b>	PENDING	TBD		<b>See NRC prices below</b>	
217		<b>DS3 compatible subloop - area C</b>	PENDING	TBD		<b>See NRC prices below</b>	
218		<b>Sub-Loop Non-Recurring Charges</b>					
219		2-Wire Analog Sub-Loop	PENDING		\$	137.70	
220		2-Wire Analog Sub-Loop - Disconnect	PENDING		\$	52.99	
221		4-Wire Analog Sub-Loop	PENDING		\$	138.64	
222		4-Wire Analog Sub-Loop - Disconnect	PENDING		\$	52.99	
223		2-Wire xDSL Digital Sub-Loop	PENDING		\$	148.38	
224		2-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		\$	52.98	
225		4-Wire xDSL Digital Sub-Loop	PENDING		\$	152.36	
226		4-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		\$	53.24	
227		2-Wire ISDN Digital Sub-Loop	PENDING		\$	176.96	
228		2-Wire ISDN Digital Sub-Loop - Disconnect	PENDING		\$	52.98	
229		<b>4-Wire DS1 Digital Sub-Loop</b>	PENDING		\$	<b>346.37</b>	
230		<b>4-Wire DS1 Digital Sub-Loop - Disconnect</b>	PENDING		\$	<b>78.59</b>	
231							
232		<b>Service Order Charge</b>					
233		Establish, per occasion	PENDING		\$	0.07	
234		Establish, per occasion - Disconnect	PENDING		\$	0.04	
235		Add or change, per occasion	PENDING		\$	0.07	
236		Record Work Only	PENDING		\$	0.04	
237		<b>Line Connection Charge</b>					
238		per occasion	PENDING		\$	30.64	
239		per occasion - Disconnect	PENDING		\$	3.86	
240							
241		<b>LST</b>					
242		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	NA	\$	160.08	
243		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLB	NA	\$	141.25	
244							
245		<b>LNP</b>					
246		Local Number Portability	NSR	\$0.00			
247							
248		<b>Cross Connects</b>					
249		2-Wire	CXCT2	\$ 0.19	NA	NA	
250		4-Wire	CXCT4	\$ 0.38	NA	NA	
251		DS1/LT1	CXCDC	\$ 0.52	NA	NA	
252		DS3/LT3	CXC8X	\$ 0.96	NA	NA	
253		<b>DS3 C.O. Cross-Connect to Collocation</b>	CXCBX	\$ 25.89			
254		<b>Dedicated Transport</b>					
255		<b>Interoffice Transport:</b>					
256		DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 18.49			
257		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 2.19			
258		DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 191.33			
259		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 33.29			
260		Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 191.33			
261		Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 33.29			
262							
263		<b>Multiplexing</b>					
264		DS1 to Voice Grade	QMVX1-X3	\$ 342.91			
265		DS3 to DS1	QM3X1-X3	\$ 473.51			
266							
267		<b>Dedicated Transport Cross Connects</b>					
268		DS1	CXCDC	\$ 0.52			
269		DS3	CXCEX	\$ 0.96			
270							
271		<b>Dark Fiber Loop</b>					
272		<b>Dark Fiber Interoffice</b>					
273		Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$ 30.41			
274		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$ 0.003315			
275		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$ 2.69			
276		<b>Inquiry (Per Request)</b>					
277		Dark Fiber Interoffice Transport - NRC	NR9D6		\$	284.17	
278		<b>FIRM ORDER (Per Fiber Strand)</b>					
279		<b>Administrative per Order</b>					

Line	WISCONSIN		USOC	SBC Recurring		SBC Non Recurring	
				Monthly	Initial	Additional	
280		Connect	NRB51		\$	10.97	
281		Disconnect	N49H2		\$	12.73	
282		Dark Fiber Interoffice Transport - NRC					
283		Connect	NRB54		\$	411.80	
284		Disconnect	NR9H5		\$	106.10	
285							
286		<b>Dedicated Transport Optional Features &amp; Functions</b>					
287	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3	NA	\$	271.14	
288		Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconne	PENDING		\$	63.91	
289							
290		<b>Dedicated Transport Installation &amp; Rearrangement Charges</b>					
291	DS1	Administration Charge - Per Order	ORCMX	NA	\$	346.87	NA
292		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$	543.56	NA
293		Carrier Connection Charge - Per Order	NRBBL	NA	\$	516.53	NA
294	DS3	Administration Charge - Per Order	ORCMX	NA	\$	266.67	NA
295		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$	578.43	NA
296		Design & Central Office Connection Charge - Per Circuit	NRBC4	NA	\$	578.43	NA
297		Carrier Connection Charge - Per Order	NRBBL	NA	\$	345.33	NA
298		Carrier Connection Charge - Per Order	NRBDT	NA	\$	345.33	NA
299							
300		<b>Routine Modifications</b>					
301		Routine Modifications of Existing Facilities Charge	N3RUE	NA		ICB	NA
302							
303		<b>Maintenance of Service Charge</b>	VRP	NA	\$	71.00	NA
304							
305							

Line	WISCONSIN		USOC	SBC Recurring		SBC Non Recurring	
				Monthly	Initial	Additional	
306		<b>OTHER</b>					
307							
308		Directory Assistance					
309							
310		<b>Facility-based DA</b>					
311		Directory Assistance/National Directory Assistance/Reverse DA , per call	OPEN	\$ 0.35	NA	NA	
312		Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	NA	NA	
313							
314		Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00		
315		- per call	OPEN	\$ 0.025			
316							
317		Branding - Facility Based - Initial/Subsequent Load					
318		- Branding, per trunk group	OPEN	NA	\$ 800.00	NA	
319							
320		Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00	NA	
321		Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00	NA	
322							
323							
324							
325							
326		DA Listings					
327		DA Listing Liscense					
328		<b>Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)</b>					
329		- per listing for initial load	OPEN	NA	\$ 0.040	NA	
330		- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA	
331		<b>Option #2 Full File (all states inclusive) Billable Release</b>					
332		- per listing for initial load	OPEN	NA	\$ 0.020	NA	
333		- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA	
334		- per usage/query	OPEN	NA	\$ 0.020	NA	
335		<b>Option #3 Pick &amp; Choose (by state) Non-billable Release (no query charges)</b>					
336		- per listing for initial load	OPEN	NA	\$ 0.050	NA	
337		- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA	
338		<b>Option #4 Pick &amp; Choose (by state) Billable Release</b>					
339		- per listing for initial load	OPEN	NA	\$ 0.020	NA	
340		- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA	
341		- per usage/query	OPEN	NA	\$ 0.020	NA	
342							
343		<b>Operator Services</b>					
344		Fully Automated Call Processing, per occurrence	OPEN	\$ 0.15	NA	NA	
345		Operator Assisted Call Processing, per work second	OPEN	\$ 0.02	NA	NA	
346							
347		Branding - Other - Initial/Subsequent Load	OPEN		1,800.00		
348		- per call	OPEN	\$ 0.025			
349							
350		Branding - Facility Based - Initial/Subsequent Load					
351		- per trunk group	OPEN	NA	\$ 800.00	NA	
352							
353		Operator Services - Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00	NA	
354		Operator Services - Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00	NA	
355							
356		Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03	NA	NA	
357							
358		<b>Structure Access - Poles &amp; Ducts</b>					
359		Per Pole attachment*	OPEN	\$ 3.03			
360		Per Foot of innerduct	OPEN	\$ 0.31			
361		Application fee	OPEN		\$ 200.00		
362							
363		<b>Emergency Number Service Access</b>					
364		911 Selective Router Interconnection					
365		- Digital DS1 Interface		333.02	\$ 1,231.58		
366		-Each DSO installed	OPEN	NA	\$ 642.28		
367		-Analog Channel Interface	EVG9X	\$ 26.29	\$ 737.59		
368		ANI/ALI/SR and Database Management					
369		- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.75	\$ 642.78		
370		-Access Routing File (CD-ROM)	OPEN	\$ 23.39			
371		911 Selective Router Switch Administration					
372		-Per Selective Router	OPEN	\$ 6.05	\$ 2,318.07		
373							
374		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each					
375		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
376							
377		Daily Usage Feed(DUF),per message	USAGE	\$ 0.000531			
378							
379		<b>INTERCARRIER COMPENSATION</b>					
380		Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	USAGE	\$ 0.0007			
381							

Line	WISCONSIN	USOC	SBC Recurring		SBC Non Recurring	
			Monthly	Initial	Additional	
382						
383	<b>RESALE</b>		<b>RECURRING</b>	<b>NON-RECURRING</b>		
384	<b>BUSINESS</b>					
385	<b>LOCAL EXCHANGE SERVICE</b>					
386	Business 1 Party	RESALE	17.50%		27.50%	
387	Business - Measured	RESALE	17.50%		27.50%	
388	Customer Operated Pay Telephone (COPT)	RESALE	17.50%		27.50%	
389						
390	<b>EXPANDED LOCAL CALLING</b>					
391	Extended Area Service	RESALE	20.00%		20.00%	
392						
393	<b>VERTICAL SERVICES</b>					
394	Anonymous Call Rejection	RESALE	25.00%		25.00%	
395	Repeat Dialing (Auto Redial)	RESALE	25.00%		25.00%	
396	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	25.00%		25.00%	
397	Call Blocker	RESALE	25.00%		25.00%	
398	Call Forwarding	RESALE	25.00%		25.00%	
399	Call Forwarding - Busy Line	RESALE	25.00%		25.00%	
400	Call Forwarding - Busy Line/Don't Answer	RESALE	25.00%		25.00%	
401	Call Forwarding - Don't Answer	RESALE	25.00%		25.00%	
402	Automatic CallBack (Call Return)	RESALE	25.00%		25.00%	
403	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	25.00%		25.00%	
404	Call Trace	RESALE	25.00%		25.00%	
405	Call Waiting	RESALE	25.00%		25.00%	
406	Caller ID WithName (Calling Name)	RESALE	25.00%		25.00%	
407	Caller ID (Calling Number)	RESALE	25.00%		25.00%	
408	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	25.00%		25.00%	
409	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	25.00%		25.00%	
410	Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%		0.00%	
411	Selective Call Forwarding	RESALE	0.00%		0.00%	
412	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	25.00%		25.00%	
413	Remote Call Forwarding-Per Feature	RESALE	25.00%		25.00%	
414	RCF, Interstate, Interexchange	RESALE	25.00%		25.00%	
415	RCF, Intrastate	RESALE	25.00%		25.00%	
416	RCF, Interstate, International	RESALE	25.00%		25.00%	
417	RCF, Intrastate, Interexchange	RESALE	25.00%		25.00%	
418	RCF to 800	RESALE	25.00%		25.00%	
419	RCF Additional	RESALE	25.00%		25.00%	
420	Speed Calling 8	RESALE	25.00%		25.00%	
421	Speed Calling 30	RESALE	25.00%		25.00%	
422	Three Way Calling	RESALE	25.00%		25.00%	
423	Call Screening	RESALE	25.00%		25.00%	
424	Busy Line Transfer	RESALE	25.00%		25.00%	
425	Alternate Answer	RESALE	25.00%		25.00%	
426	Message Waiting - Tone	RESALE	25.00%		25.00%	
427	Easy Call	RESALE	25.00%		25.00%	
428	Prime Number Service	RESALE	25.00%		25.00%	
429	SBC Wisconsin Privacy Manager	RESALE	25.00%		25.00%	
430	Name and Number Delivery Service	RESALE	25.00%		25.00%	
431						
432	<b>DID</b>					
433	DID	RESALE	15.00%		15.00%	
434						
435	<b>TRUNKS</b>					
436	Trunk	RESALE	17.50%		17.50%	
437						
438	<b>AIN</b>					
439	Area Wide Networking	RESALE	25.00%		25.00%	
440	SBC Wisconsin Switch Alternate Routing (ANSAR)	RESALE	25.00%		25.00%	
441	SBC Wisconsin Customer Location Alternate Routing (ACLAR)	RESALE	25.00%		25.00%	
442						
443	<b>OTHER</b>					
444	Grandfathered Services	RESALE	0.00%		0.00%	
445	Promotions (Greater than 90 days)	RESALE	25.00%		25.00%	
446	TouchTone (Business)	RESALE	25.00%		25.00%	
447	TouchTone (Trunk)	RESALE	25.00%		25.00%	
448	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%	
449	976 (976 Information Delivery Service)	RESALE	0%		0%	
450	Access Services (See Access Tariff)	RESALE	0%		0%	
451	Additional Directory Listings	RESALE	15.00%		15.00%	
452	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%	
453	Connection Services	RESALE	25.00%		25.00%	
454	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
455	Shared Tenant Service	RESALE	0%		0%	
456						
457	<b>Data Services</b>					
458	Gigabit Ethernet Metropolitan Area Network (GigaMAN )	RESALE	8.00%		8.00%	
459	PBX Trunks	RESALE	8.00%		8.00%	
460	Multi-Service Optical Network (MON )	RESALE	8.00%		8.00%	
461	OCn-PTP	RESALE	8.00%		8.00%	
462	ADTS-E	RESALE	8.00%		8.00%	
463	DS0	RESALE	8.00%		8.00%	
464	DS1	RESALE	8.00%		8.00%	
465	DS3	RESALE	8.00%		8.00%	
466						
467	<b>ISDN</b>					
468	ISDN	RESALE	9.70%		9.70%	
469						
470	<b>DIRECTORY ASSISTANCE SERVICES</b>					
471	Directory Assistance Services	RESALE	15.00%		15.00%	
472	Local Operator Assistance Service	RESALE	15.00%		15.00%	
473	Reverse Directory Assistance (RDA)	RESALE	\$1.25		NA	
474						
475	<b>TOLL</b>					
476	TOLL	RESALE	25.00%		25.00%	
477						
478	<b>OPTIONAL TOLL CALLING PLANS</b>					

Line	WISCONSIN	USOC	SBC Recurring		SBC Non Recurring	
			Monthly	Initial	Additional	
479	Optional Toll Calling Plans	RESALE	25.00%	25.00%		
480						
481	<b>CENTREX (PLEXAR)</b>					
482	SBC Wisconsin Centrex Service ACS	RESALE	25.00%	25.00%		
483	SBC Wisconsin Centrex Network Manager	RESALE	0.00%	0.00%		
484						
485	<b>PRIVATE LINE</b>					
486	Analog Private Lines	RESALE	8.00%	8.00%		
487	Private Line Channel Services	RESALE	8.00%	8.00%		
488						
489						
490						
491						
492	<b>RESIDENCE</b>					
493	LOCAL EXCHANGE SERVICE					
494	Life Line	RESALE	0.00%	0.00%		
495	Residence 1 Party	RESALE	14.50%	25.00%		
496	Residence Measured	RESALE	14.50%	25.00%		
497						
498	<b>EXPANDED LOCAL CALLING</b>					
499	Extended Area Service	RESALE	17.50%	17.50%		
500						
501	<b>VERTICAL SERVICES</b>					
502	Anonymous Call Rejection	RESALE	23.00%	23.00%		
503	Repeat Dialing (Auto Redial)	RESALE	23.00%	23.00%		
504	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	23.00%	23.00%		
505	Call Blocker	RESALE	23.00%	23.00%		
506	Call Forwarding	RESALE	23.00%	23.00%		
507	Call Forwarding - Busy Line	RESALE	23.00%	23.00%		
508	Call Forwarding - Busy Line/Don't Answer	RESALE	23.00%	23.00%		
509	Call Forwarding - Don't Answer	RESALE	23.00%	23.00%		
510	Automatic Call-Back (Call Return)	RESALE	23.00%	23.00%		
511	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	23.00%	23.00%		
512	Call Trace	RESALE	23.00%	23.00%		
513	Call Waiting	RESALE	23.00%	23.00%		
514	Caller ID with Name (Calling Name)	RESALE	23.00%	23.00%		
515	Caller ID (Calling Number)	RESALE	23.00%	23.00%		
516	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	23.00%	23.00%		
517	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent num)	RESALE	23.00%	23.00%		
518	Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%		
519	RCF, Interstate, Interexchange	RESALE	23.00%	23.00%		
520	RCF, Intrastate	RESALE	23.00%	23.00%		
521	RCF, Interstate, International	RESALE	23.00%	23.00%		
522	RCF, Intrastate, Interexchange	RESALE	23.00%	23.00%		
523	RCF to 800	RESALE	23.00%	23.00%		
524	RCF Additional	RESALE	23.00%	23.00%		
525	Selective Call Forwarding	RESALE	23.00%	23.00%		
526	Speed Calling 8	RESALE	23.00%	23.00%		
527	Three Way Calling	RESALE	23.00%	23.00%		
528	Call Screening	RESALE	23.00%	23.00%		
529	Busy Line Transfer	RESALE	23.00%	23.00%		
530	Alternate Answer	RESALE	23.00%	23.00%		
531	Message Waiting - Tone	RESALE	23.00%	23.00%		
532	Easy Call	RESALE	23.00%	23.00%		
533	SBC Wisconsin Privacy Manager	RESALE	23.00%	23.00%		
534	Name and Number Delivery Service	RESALE	23.00%	23.00%		
535						
536	<b>ISDN</b>					
537	ISDN	RESALE	9.70%	9.70%		
538						
539	<b>DIRECTORY ASSISTANCE SERVICES</b>					
540	Directory Assistance Services	RESALE	15.00%	15.00%		
541	Local Operator Assistance Service	RESALE	15.00%	15.00%		
542	Reverse Directory Assistance (RDA)	RESALE	\$1.25	NA		
543						
544	<b>OTHER</b>					
545	Grandfathered Services	RESALE	0.00%	0.00%		
546	Promotions (Greater than 90 Days)	RESALE	23.00%	23.00%		
547	TouchTone	RESALE	23.00%	23.00%		
548	Home Services Packages	RESALE	23.00%	23.00%		
549	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%		
550	976 (976 Information Delivery Service)	RESALE	0%	0%		
551	Access Services (See Access Tariff)	RESALE	0%	0%		
552	Additional Directory Listings	RESALE	15.00%	15.00%		
553	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%		
554	Connection Services	RESALE	25.00%	25.00%		
555	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%		
556	Shared Tenant Service	RESALE	0%	0%		
557	Restoral of Service Charge				Tariff 20 Part 22 Section 2	
558						
559	<b>TOLL</b>					
560	Toll	RESALE	21.50%	21.50%		
561						
562	<b>Electronic Billing Information Data (daily usage)</b>	RESALE	\$ 0.000531			
563	per message	USAGE				
564						
565	<b>Line Connection Charge</b>					
566	Residence	RESALE			Tariff 20 Part 22 Section 2	
567	Business	RESALE			Tariff 20 Part 22 Section 2	
568						
569	<b>Service Order/Service Request Charge</b>					
570	Residence	RESALE			Tariff 20 Part 22 Section 2	
571	Business	RESALE			Tariff 20 Part 22 Section 2	
572						
573	<b>Non-Electronic (Manual) Service Order Charge</b>					
574	Residence	RESALE			Tariff 20 Part 22 Section 2	
575	Business	RESALE			Tariff 20 Part 22 Section 2	
576						

Line	WISCONSIN		USOC	SBC Recurring	SBC Non Recurring	
				Monthly	Initial	Additional
577		The IDLC conversion charge has been added to the unbundled loop rates, instead of being added as a separate line item, for administrative convenience. In the event the Commission orders a new unbundled loop rate, the \$0.16 IDLS conversion charge will be added to the new unbundled loop rates.				
578		The rate elements contained in this Resale Appendix and the more detailed rate elements on file with the applicable state commission in the Wisconsin Bell, Inc., Ameritech Tariff, P.S.C. of W. 20 represent the rates applicable to CLEC for the above-listed services. Ameritech Wisconsin reserves its rights to change tariffs filed with state commissions as is necessary from time to time as provided by Applicable Law.				

**SBC WISCONSIN**  
**PERFORMANCE REMEDY PLAN**  
**DESCRIPTION**

This Performance Remedy Plan sets forth the terms and conditions under which **SBC WISCONSIN** will report performance to Metropolitan Telecommunications D/B/A Mettel (CLEC) and compare that performance to **SBC WISCONSIN**'s own performance (parity), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

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

**Z-Test:**

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

*For Measurement results that are expressed as Averages or Means:*

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

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

*For Measurement results that are expressed as Percentages or Proportions:*

**Step 1:**

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

**Step 2:**

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

**Step 3:**

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

Where:  $n = \text{number of observations}$   
 $P = \text{Percentage or Proportion}$

*For Measurement results that are expressed as Rates or Ratios:*

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

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

## 4.0 Qualifications to use Z-Test:

- 4.1 The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.
- 4.2 The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.
- 4.3 In calculating the difference between the performances, the formulas defined above apply when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e.,  $M_{\text{ILEC}} - M_{\text{CLEC}}$ ,  $P_{\text{ILEC}} - P_{\text{CLEC}}$ ,  $R_{\text{ILEC}} - R_{\text{CLEC}}$ ).
- 4.4 For measurements where the performance delivered to the CLEC is compared to **SBC WISCONSIN** performance and for which the number of data points are 29 or less for either the CLEC or **SBC WISCONSIN**, **SBC WISCONSIN** will apply the following alternatives for compliance.

- 4.4.1 Alternative 1 (used only in the following situations: 1) for a measure where results for both the CLEC and SBC WISCONSIN Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

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

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

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

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

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

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

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

## 5.0 Overview of Enforcement Structure

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

- 5.1 SBC WISCONSIN will pay Liquidated Damages to the CLEC according to the terms set forth in this document.
- 5.2 Liquidated damages apply to Tier 1 measurements identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2.
- 5.3 Assessments are applicable to Tier 2 measures identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2, and are payable to the State Fund designated by the Commission.
- 5.4 SBC WISCONSIN will not be liable for the payment of Tier 1 damages until 10 days after receipt by SBC WISCONSIN of an executed (by CLEC) Interconnection Agreement amendment, terms of which have been agreed to by both CLEC and SBC WISCONSIN, referencing this plan; or if CLEC interconnects by tariff, 10 days after receipt by SBC WISCONSIN of the self-identification form posted on the CLEC OnLine website (<https://clec.sbc.com/clec>). Tier 1 damages will be accrued, but not paid, effective with the first full month of

- performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. SBC WISCONSIN will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and SBC WISCONSIN have signed.
- 5.5 SBC WISCONSIN will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Wisconsin. To the extent that there are one or more other remedy plans in effect that call for payments to be made to the State (as opposed to, or in addition to, payments to a CLEC or CLECs), SBC WISCONSIN will be liable only for the greater of payments to the State under that plan or the Tier 2 assessments payable under this plan.
- 5.6 In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (<https://clec.sbc.com/clec>). Otherwise, remedy payment will be made via bill credit.
- 6.0 Procedural Safeguards and Exclusions
- 6.1 SBC WISCONSIN agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, SBC WISCONSIN and CLEC agree that proof of damages from any "noncompliant" performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. SBC WISCONSIN and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2 SBC WISCONSIN's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. SBC WISCONSIN and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) SBC WISCONSIN's payment of Tier 1 "liquidated damages" or Tier 2 "assessments" as evidence that SBC WISCONSIN has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. SBC WISCONSIN's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that SBC WISCONSIN's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by SBC WISCONSIN under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where SBC WISCONSIN seeks to offset the payment against any other damages a CLEC might recover. Whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether SBC WISCONSIN has met or continues to meet the requirements of section 271 of the Act.
- 6.3 SBC WISCONSIN shall not be liable for Tier 2 "assessments" under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission's service quality rules relating to the same performance. This section does not limit the Commission's ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.
- 6.4 Every six months, CLEC may participate with SBC WISCONSIN, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to

capture intended performance, and whether there is duplication of another measurement. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement.

- 6.5 CLEC and SBC WISCONSIN will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then SBC WISCONSIN will allow CLEC to have an independent audit conducted, at CLEC's expense, of SBC WISCONSIN's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by the CLEC, or if any new problem is identified, SBC WISCONSIN shall reimburse the CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per four calendar months under this section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify CLEC's audit rights under other provisions of this Agreement or any applicable Commission Order. SBC WISCONSIN agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.
- 6.6 SBC WISCONSIN agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Docket No. 6720-TI-160. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by SBC WISCONSIN and approved by the Commission will conduct these audits at SBC WISCONSIN's expense.

## 7.0 Exclusions Limited

- 7.1 SBC WISCONSIN will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless SBC WISCONSIN prevails in a waiver of liability filed with the Commission seeking expedited resolution. SBC WISCONSIN bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. SBC WISCONSIN will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends SBC WISCONSIN's ability to timely perform an activity subject to performance measurement, the applicable time frame in which SBC WISCONSIN's compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.
- 7.2 In addition to the provisions set forth herein, SBC WISCONSIN shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with SBC WISCONSIN or under the Act or Wisconsin law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.
- 7.3 In any event where SBC WISCONSIN believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with SBC WISCONSIN or under the Act or Wisconsin law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, SBC WISCONSIN shall pay one-half of the Tier 1 remedies to the

- CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if SBC WISCONSIN prevails. If SBC WISCONSIN does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. SBC WISCONSIN shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. SBC WISCONSIN will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a CLEC.
- 7.4 SBC WISCONSIN and CLEC agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Wisconsin interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by SBC WISCONSIN pursuant to any Wisconsin interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by SBC WISCONSIN, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. CLEC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by SBC WISCONSIN under all SBC WISCONSIN interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all SBC WISCONSIN interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but SBC WISCONSIN has paid less than that amount due to the monthly threshold, SBC WISCONSIN shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, SBC WISCONSIN shall be obligated to pay ONLY the actual calculated amount of damages and assessments.
- 7.5 Whenever SBC WISCONSIN Tier 1 payments to an individual CLEC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then SBC WISCONSIN may request a hearing before the Commission. Upon timely commencement of this proceeding, SBC WISCONSIN must pay one-half of the damages owed to the individual CLEC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, SBC WISCONSIN must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. SBC WISCONSIN's application will be processed in an expedited manner to the extent authorized by Wis. Stat. section 196.199. SBC WISCONSIN will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If SBC WISCONSIN reports non-compliant performance to the CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but SBC WISCONSIN has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph to the extent authorized by Wis. Stat. section 196.199 to request that SBC WISCONSIN should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding the CLEC will have the burden of proof to demonstrate why SBC WISCONSIN should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

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

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

Where

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

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

- 8.4 Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of

- payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.
- 8.5 For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:
- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
  - Performance is below the floor performance level, whether or not in parity.
- Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.
- When performance for the CLEC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.
- Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.
- 8.6 Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a "proof of compliance" period for that individual metric. This process will require SBC WISCONSIN to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if SBC WISCONSIN was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, SBC WISCONSIN will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the "Month 1" liquidated damage amount.
- 8.7 During this "proof of compliance" period, SBC WISCONSIN will make liquidated damages payments *only* for those months during which the performance result for a specific sub-measure is determined to be "non-compliant" for a CLEC. This remedy payment amount will return to the lowest level of payment when SBC WISCONSIN provides "compliant" performance for the number of consecutive months identified in TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures where the payment amount is "Month One Amount". Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.
- 8.8 SBC WISCONSIN is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for SBC WISCONSIN to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. SBC WISCONSIN will provide notice, via the CLEC OnLine web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months' performance the measurements were restated for, and why the restatement was necessary.
- 8.9 In the event that performance measurement results need to be restated, SBC WISCONSIN will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.
- 8.10 If it is determined through restatement of performance results or other means that SBC WISCONSIN underpaid liquidated damages due a CLEC, or assessments due the State, SBC WISCONSIN will make additional payment/bill credit to the CLEC and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is

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

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

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

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

Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$7,500	\$12,500	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$10,000	\$17,500	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$7,500	\$15,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$15,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

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

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

8.13 Example Application of "Step-Down" Table

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

9.0 Tier 2 Assessments to the State:

9.1 Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as "Remedied" when SBC WISCONSIN and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30) performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical

- Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.
- 9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 3 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 3 as subject to a per measurement assessment, an assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.
- 10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:
- 10.1 If SBC WISCONSIN fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:
- If no reports are filed, \$5,000 per day past due;
  - If incomplete reports are filed, \$1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed \$5,000 per day past due.
- 10.2 If SBC WISCONSIN alters previously reported data for a CLEC, and after discussions with SBC WISCONSIN the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled "Exclusions Limited."
- 10.3 When SBC WISCONSIN performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, SBC WISCONSIN shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if SBC WISCONSIN performance through March is such that SBC WISCONSIN owes liquidated damages to CLECs for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). (In order to receive payment by check CLEC must complete the CLEC identification and liquidated damages Information Form located on the CLEC website.) For each day after the due date that SBC WISCONSIN fails to pay the required amount, SBC WISCONSIN will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional \$3,000 per day to the State Fund designated by the Commission for a past due assessment.
- 10.4 SBC WISCONSIN may not withhold payment of liquidated damages to a CLEC unless SBC WISCONSIN has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by a CLEC as more fully described in Section 7.2 and 7.3.
- 10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and SBC WISCONSIN.
- 10.6 The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

## 11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

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

### 11.1 Calculating Tier 1 Liquidated Damages

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

- Step 1: Calculate the average or the mean for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

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

- Step 1: Calculate the percentage for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.
- Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

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

- Step 1: Calculate the ratio for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for the CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

### 11.2 Calculating Tier 2 Assessments

- 11.2.1 Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until SBC WISCONSIN reports performance that meets the applicable criterion.

That is, Tier 2 assessments will apply on a “rolling three month” basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

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

- Step 1: Calculate the average or the mean for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

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

- Step 1: Calculate the percentage for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.
- Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

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

- Step 1: Calculate the ratio for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for the CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.
- Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the

applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

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

## 12.0 Advanced and Nascent Services:

12.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, SBC WISCONSIN will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the "Qualifying Measurements"). Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

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

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

12.3 The Qualifying Measurements are as follows:

### Provisioning Measurements:

- PMs 29, 45, 58 – Percent SBC WISCONSIN Caused Missed Due Dates
- PMs 35, 46, 59 – Installation Trouble Reports Within "X" Days
- PMs 27, 43, 56 – Mean Installation Interval
- PMs 32, 49, 62 – Average Delay Days for SBC WISCONSIN Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL
- PM 1.1 – Average Response Time for Loop Qualification Information

### Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

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

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

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

12.6 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the State Fund designated by the Commission. However, if during this same

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

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

13.0 The following documents are incorporated herein by reference:

Appendix 1: SBC WISCONSIN Performance Measurement User Guide (a document available from CLEC Account Managers or found on the SBC WISCONSIN Performance Measurement website)

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

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

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

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

## ATTACHMENT A

### Minimum Levels of Service:

The following table represents “Maximum level of service (Ceilings)” and “Minimum level of service (Floors)” for each respective measure/sub-measure. Without regard to parity, Wisconsin Bell, Inc. will not pay remedies to a CLEC if the result for that CLEC meets or exceeds the ceilings and Wisconsin Bell, Inc. will pay remedies to a CLEC if the result for that CLEC does not meet the floor. Parity applies when the result for that CLEC falls between the ceiling and the floor.

Measure #:	Measure:	Sub-measure:	Ceiling:	Floor:
PM #12	Mechanized Provisioning Accuracy	Each	≥ 97%	< 90%
PM #27	Mean Installation Interval	POTS-Res/Bus-NFW UNE-P-Res/Bus-NFW CIA- Centrex NFW	1 day or less on NFW	> 5 Business Days
PM #27	Mean Installation Interval	POTS-Res/Bus FW, UNE-P- Res/Bus FW and CIA Centrex FW	2 days or less on FW	> 5 Business Days
PM #28	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #30	Percent Ameritech Caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #35	Percent of Trouble Reports within 30 Days of Installation	Each	≤ 4%	> 20%
PM #37.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #38	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #39	Receipt To Clear Duration	OS	≤ 8 hours	> 30 hours
PM #39	Receipt To Clear Duration	AS	≤ 8 hours	> 60 hours
PM #40	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #41	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%
PM #55	Average Installation Interval	Analog (1-10), Digital (1-10), DS1 including PRI, Dedicated Transport DS1 (1-10), Dedicated Transport DS3 (1-10)	≤ 2 days	> 5 Business Days
PM #55	Average Installation Interval	Analog (11-20)	≤ 2 days	> 10 Business Days
PM #55	Average Installation Interval	Analog (20+)	≤ 2 days	> 15 Business Days
PM #56	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #59	Percent of Trouble Reports within X Days of Installation	Each	≤ 4%	> 20%
PM #60	Percent Ameritech caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #65.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #66	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #67	Mean Time To Restore	All except for Dedicated Transport & DS1 Loop	≤ 8 hours	> 36 hours
PM #67	Mean Time To Restore	Dedicated Transport & DS1 Loop	≤ 4 hours	> 10 hours
PM #68	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #69	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS  
AND  
METROPOLITAN TELECOMMUNICATIONS OF ILLINOIS, INC. D/B/A METTEL**

**WHEREAS**, effective December 1, 2004, the Illinois Commerce Commission has made changes to the Illinois Administrative Code (the "Code"), Title 83, Chapter I subchapter f, Part 725, Section 725.810 regarding the process for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point ("PSAP") or other governmental authority responsible for collection of such fees and surcharges, and

**NOW, THEREFORE**, the Parties agree that the existing Interconnection Agreement (the "Agreement") by and between Illinois Bell Telephone Company d/b/a SBC Illinois<sup>1</sup> ("SBC Illinois") and Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel ("CLEC") is hereby amended as follows:

- (1) To the extent that the Agreement contains a "9-1-1" or "E9-1-1" section of the Resale Appendix<sup>2</sup> governing CLEC's resale operations, (hereafter, "Reseller CLEC"), the parties agree to add the following terms:
  - (A) Upon the Effective Date of this Amendment, and no later than March 1, 2006, the Parties hereby agree to comply with the changes made by the Illinois Commerce Commission to the Illinois Administrative Code (the "Code"), Title 83, Chapter I, subchapter f, Part 725, Section 725.810, regarding collection and remittance of all applicable 911 fees and surcharges. (B) The Reseller CLEC is responsible for remitting the aforementioned 9-1-1 surcharges or fees regardless of whether such 9-1-1 surcharges or fees are billed and/or collected from the Resale End User, and regardless of whether they are itemized on a per-line basis or simply included as a part of the overall charges assessed to the Resale End User.
  - (B) Beginning on the effective date of this Amendment, and no later than March 1, 2006, SBC Illinois will cease billing the 9-1-1 surcharges to the Reseller CLEC on the monthly Resale Services bill, and SBC Illinois will cease remitting the 9-1-1 surcharges to the applicable municipalities or government agencies on the Reseller CLEC's behalf. SBC Illinois' obligations to route the Resale End User's 9-1-1 calls to the appropriate PSAP, and to administer the 9-1-1 database, where applicable, will remain unchanged by this change in billing processes.
- (2) All other terms and conditions of the Agreement remain unchanged.
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (5) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including,

<sup>1</sup> Illinois Bell Telephone Company (previously referred to as "Illinois Bell"), is a wholly owned subsidiary of Ameritech Corporation and now operates under the name "SBC Illinois" pursuant to an assumed name filing with the State of Illinois. Ameritech Corporation is a wholly-owned subsidiary of SBC Communications Inc.

<sup>2</sup> Or the 911 section of the standalone Resale Agreement, if a standalone Resale Agreement is in place.

without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290) in WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001).

- (6) This Amendment shall be filed with and subject to approval by the Illinois Commerce Commission and hereinafter referred to as Effective Date of this Amendment.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 21<sup>st</sup> day of JANUARY, 2006, by SBC Illinois, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Metropolitan Telecommunications of Illinois, Inc. d/b/a  
MetTel

Illinois Bell Telephone Company d/b/a SBC Illinois  
by AT&T Operations, Inc., its authorized agent

By: [Signature]

By: Rebecca L Sparks

Name: DAVID ARONOW  
(Print or Type)

Name: Rebecca L. Sparks  
(Print or Type)

Title: President  
(Print or Type)

Title: Executive Director - Regulatory

Date: 1-16-06

Date: JAN 26 2006

FACILITIES-BASED OCN # \_\_\_\_\_

ACNA \_\_\_\_\_

**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996  
BETWEEN  
AT&T  
AND  
METTEL**

The Interconnection Agreement dated June 1, 2005 by and between Illinois Bell Telephone Company d/b/a SBC Illinois<sup>1</sup>, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana<sup>2</sup>, Michigan Bell Telephone Company d/b/a SBC Michigan<sup>3</sup>, Nevada Bell Telephone Company d/b/a SBC Nevada<sup>4</sup>, The Ohio Bell Telephone Company d/b/a SBC Ohio<sup>5</sup>, Pacific Bell Telephone Company d/b/a SBC California<sup>6</sup>, The Southern New England Telephone Company d/b/a SBC Connecticut<sup>7</sup>, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas<sup>8</sup> and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin<sup>9</sup> (collectively, "AT&T") and Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of California, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Connecticut, Inc. d/b/a MetTel CT, Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Nevada, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Texas, Inc. d/b/a MetTel DE and/or Metropolitan Telecommunications of Wisconsin, Inc. d/b/a MetTel DE (collectively, "MetTel") ("Agreement") effective in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin is hereby amended as follows:

1. Section 5 of the General Terms and Conditions is amended by adding the following section:
  - 5.2.1 Notwithstanding anything to the contrary in this section 5, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing on April 9, 2007 until April 9, 2010 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from MetTel, by AT&T pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.

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<sup>1</sup> Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

<sup>2</sup> Indiana Bell Telephone Company Incorporated (previously referred to as "Indiana Bell" or "SBC Indiana") now operates under the name "AT&T Indiana".

<sup>3</sup> Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

<sup>4</sup> Nevada Bell Telephone Company, a Nevada corporation, is now doing business in Nevada as "AT&T Nevada".

<sup>5</sup> The Ohio Bell Telephone Company (previously referred to as "Ohio Bell" or "SBC Ohio") now operates under the name "AT&T Ohio".

<sup>6</sup> Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

<sup>7</sup> The Southern New England Telephone Company does business under the name "AT&T Connecticut".

<sup>8</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Arkansas as "AT&T Arkansas", in Kansas as "AT&T Kansas", in Missouri as "AT&T Missouri", in Oklahoma as "AT&T Oklahoma" and in Texas as "AT&T Texas".

<sup>9</sup> Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. For all states except Arkansas, Connecticut and Ohio: This Amendment shall be filed with and is subject to approval by the appropriate state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Connecticut: This Amendment shall become effective upon approval by the Connecticut Department of Public Utility Control. For Ohio: Based on the practice of the Public Utilities Commission of Ohio, the Amendment is effective upon filing and is deemed approved by operation of law on the 31<sup>st</sup> day after filing.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 11<sup>th</sup> day of January, 2008, by AT&T, signing by and through its duly authorized representative, and MetTel, signing by and through its duly authorized representative.

Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of California, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Connecticut, Inc. d/b/a MetTel CT, Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Nevada, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Texas, Inc. d/b/a MetTel DE and/or Metropolitan Telecommunications of Wisconsin, Inc. d/b/a MetTel DE

Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

By: [Signature]

Name: DAVID ARONOW  
(Print or Type)

Title: Pres  
(Print or Type)

Date: 12/16/07

By: [Signature]

Name: Eddie A. Reed, Jr  
(Print or Type)

Title: Director - Interconnection Agreements

Date: 1-11-08

RESALE OCN # 2372

ACNA MTV

	<u>UNE OCN</u>
ARKANSAS	631A
CALIFORNIA	180A
CONNECTICUT	5998
ILLINOIS	183A
INDIANA	184A
KANSAS	185A
MICHIGAN	180C

	<u>UNE OCN</u>
MISSOURI	553D
NEVADA	187A
OHIO	181C
OKLAHOMA	189A
TEXAS	0241
WISCONSIN	193A

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS  
AND  
METROPOLITAN TELECOMMUNICATIONS OF ILLINOIS, INC. d/b/a METTEL DE**

This Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company<sup>1</sup> d/b/a AT&T Illinois ("AT&T Illinois") and Metropolitan Telecommunications of Illinois, Inc. dba MetTel DE ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Illinois.

**WITNESSETH:**

**WHEREAS**, AT&T and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved 7/13/2005 (the "Agreement"); and

**WHEREAS**, AT&T, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a Six Month Review for the purpose of determining whether to modify the current Commission-approved/ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Six Month Review"); and

**WHEREAS**, that Six Month Review resulted in agreed upon changes to the Plan submitted to the state Commission for approval; and

**WHEREAS**, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to implement the Six Month Review Plan by updating the existing performance measures and remedies provisions of the Agreement as set forth herein;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by replacing the existing performance measures and remedies provisions of the underlying Agreement with the new Appendix Performance Measurements attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph 2.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law", "intervening law", "successor rates" and/or any similarly purposed provisions.
4. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

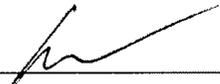
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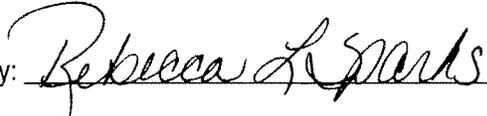
<sup>1</sup> Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

5. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date"). Provided however, the revised performance measures and remedies of the new Appendix Performance Measurements shall be implemented as of December 1, 2007 for performance beginning with December 2007 results.
  
6. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

Metropolitan Telecommunications of Illinois, Inc.  
dba MetTel DE

Illinois Bell Telephone Company d/b/a AT&T Illinois  
by AT&T Operations, Inc., its authorized agent

By: 

By: 

Printed: David Aronow

Printed: Rebecca L. Sparks

Title: President  
(Print or Type)

Title: EXECUTIVE DIRECTOR - REGULATORY  
(Print or Type)

Date: 1/2/08

Date: 02-18-08

UNE OCN# 183A  
RESALE OCN# 2372  
FACILITIES-BASED OCN# 183A  
ACNA MTV

# APPENDIX PERFORMANCE MEASUREMENTS

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## APPENDIX PERFORMANCE MEASUREMENTS

### 1. INTRODUCTION

- 1.1 **AT&T MIDWEST REGION 5-STATE** means the AT&T ILECs as identified in the General Terms and Conditions operating in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. The performance measurements and remedy plan referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T MIDWEST REGION 5-STATE** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and state Commission decisions/regulations, tariffs, and within this interconnection agreement.
- 1.2 **Performance Measurements** means the set of performance measurements approved by the specific State Commission in the state-specific proceeding(s) listed in Section 1.8 below. The first set of measurements effective under this agreement is that first submitted in the proceeding listed in Section 1.8 below after October 15, 2007. For purposes of implementation, such measures shall be effective as of December 1, 2007 for performance beginning with December 2007 results.
- 1.3 **AT&T Midwest Remedy Plan** means the first remedy plan filed for State Commission review and approved in the state-specific proceeding listed in Section 1.8 below on or after October 15, 2007. For purposes of implementation, that remedy plan shall be effective as of December 1, 2007 for performance beginning with December 2007 results.
- 1.4 Any subsequent Commission-approved additions, modifications and/or deletions to the Performance Measurements, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed-to by the Parties.
- 1.5 Any future Commission-ordered additions, modifications and/or deletions to the AT&T Midwest Remedy Plan (and its supporting documents) in the proceedings or under the Rule as listed in Section 1.8 below, or any successor proceeding or Rule, to which no Party has objected, shall be automatically incorporated into this Interconnection Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed by the Parties.
- 1.6 **AT&T MIDWEST REGION 5-STATE**'s agreement to implement this Performance Measurements Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **AT&T MIDWEST REGION 5-STATE** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **AT&T MIDWEST REGION 5-STATE** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **AT&T MIDWEST REGION 5-STATE** conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance measurements plan agrees that **AT&T MIDWEST REGION 5-STATE**'s performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Nothing herein shall be interpreted to be a waiver of **AT&T MIDWEST REGION 5-STATE**'s right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages and remedy plan.
- 1.8 Sources of Commission authority over Performance Measures and/or the AT&T Midwest Remedy Plan:
  - Illinois – 83 IL. Administrative Code Part 731
  - Indiana – Cause No. 41657
  - Michigan – Case No. U-11830
  - Ohio – Case No. 00-942-TP-COI

- Wisconsin – 6720-TI-198 (Performance Measurements only)
  - Wisconsin – AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA
- 1.9 Provisions of this Performance Measurements Appendix will terminate in accordance with Section 6.5 (Section 6.6 for Illinois) of the AT&T Midwest Remedy Plan.