

## EXHIBIT II IDENTIFICATION OF APPLICANT (KANSAS)

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

Applicant's legal name is: CLEC

Applicant's principal place of business is located in the State of state

Applicant does business under the following assumed names:

\_\_\_\_\_

Applicant is:

a corporation organized under the laws of the State of \_\_\_\_\_,  
charter no. \_\_\_\_\_;

a partnership organized under the laws of the State of \_\_\_\_\_;  
or

another entity, as follows:

\_\_\_\_\_

Applicant represents that Applicant is:

(1) a cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6));

(2) a telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224;  
or

(3) a person or entity which is neither (1) nor (2) above, as follows:

**EXHIBIT III**  
**ADMINISTRATIVE FORMS AND NOTICES (KANSAS)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and contains administrative forms referred to in the Master Agreement or used in connection with the provision of access to SBC KANSAS' poles, ducts, conduits, and rights-of-way. The forms are forms presently in use and have not been fully conformed to the Master Agreement. The forms may be further revised by SBC KANSAS to conform to the Master Agreement and revised from time to time to reflect changes in the applicable law, changes in the Master Agreement, and changes in the procedures through which access to poles, ducts, conduits, and rights-of-way is afforded by SBC KANSAS to CLEC and others.

- SW-9433: Pole Attachments
- SW-9434: Access Application and Make-Ready Authorization
- SW-9435: Conduit Occupancy
- SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee
- SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by Applicant
- SW-9436C: Notification of Unauthorized Attachments by Applicant

## EXHIBIT IV INSURANCE REQUIREMENTS (KANSAS)

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

- 1) Premises. As used in this Exhibit, the term "premises" refers to any site located on, within, or in the vicinity of SBC KANSAS' poles, ducts, conduits, or rights-of-way and any location where CLEC or any person acting on CLEC's behalf may be physically present while traveling to or departing from any such site.
- 2) Requirements Applicable to CLEC and All Persons and Entities Acting on CLEC's Behalf. CLEC shall maintain, at all times during the term of this Agreement, all insurance and coverages set forth below. Such insurance and coverages shall not only cover CLEC but all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at the premises described in 1) above. CLEC should require that all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at premises described in 1) above obtain the same insurance and coverages.
- 3) Workers' Compensation Insurance. CLEC shall maintain, at all times during the term of the Agreement, Workers' Compensation Insurance and Employer's Liability Insurance with minimum limits of \$100,000 for bodily injury-each accident, \$100,000 for bodily injury by disease-each employee, and \$500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in 1) above. Such insurance must comply with the Workers' Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker's Compensation laws. CLEC shall require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide Workers' Compensation Insurance and Employer's Liability Insurance for their respective employees unless such employees are covered by the protection afforded by CLEC.
- 4) General Liability Insurance. To protect SBC KANSAS from any liability for bodily injury or property damage, CLEC shall maintain, at all times during the term of the Master Agreement, General Liability insurance satisfactory to SBC KANSAS. SBC KANSAS shall be added as an additional insured in the standard policy or an endorsement thereto. CLEC shall also require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide General Liability coverage with the same limits and with SBC KANSAS added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by CLEC.
  - a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of CLEC and any contractor, subcontractor, or other person or entity acting on CLEC's behalf. The coverages may be provided by the standard policy or endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.
    - 1) Personal Injury and Advertising Injury coverage.
    - 2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.
    - 3) Independent Contractors coverage to provide protection for CLEC's contractors, subcontractors, and other persons or entities acting on CLEC's behalf.
    - 4) Explosion, Collapse, and Underground Hazard (XCU) coverage.
    - 5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.
    - 6) Contractual Liability coverage to provide financial responsibility for CLEC to meet its indemnification obligations.
    - 7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of CLEC and damage to work performed by or on behalf of CLEC.

- b) Minimum policy limits shall be as follows:
- General Aggregate Limit: \$2,000,000.
  - Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: \$1,000,000.
  - Sublimit for personal injury and advertising: \$1,000,000.
  - Products/Operations Aggregate Limit: \$1,000,000.
  - Each occurrence sublimit for Products/Operations: \$1,000,000.
- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- d) Policy language or endorsements adding SBC KANSAS as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting SBC KANSAS from any liability for bodily injury or property damage arising out of CLEC's operations.
- 5) Automobile Liability Insurance. The parties contemplate that CLEC and personnel acting on CLEC's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights-of-way, in the vicinity of SBC KANSAS' poles, ducts, conduits, and rights-of-way. Accordingly, CLEC shall maintain, at all times during the term of the Agreement, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" -- that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by CLEC or by any person or entity acting on CLEC's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of SBC KANSAS' poles, ducts, conduits, or rights-of-way.
- 6) Layering of General Liability and Automobile Liability coverages. CLEC's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in the Agreement.
- 7) Deductibles. No deductibles shall be allowed without the express written consent of SBC KANSAS.
- 8) Claims Made Policies. Claims Made Policies will not be accepted.
- 9) Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to SBC KANSAS, must be received by SBC KANSAS prior to the issuance of any licenses pursuant to the Agreement and before CLEC or any person acting on CLEC's behalf performs any work on the premises described in 1) above.
- a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.
  - b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate SBC KANSAS as an Additional Insured.
  - c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.
  - d) The cancellation clause on the certificate of insurance shall be amended to read as follows:  
"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT."  
  
A certificate which does not include the phrase "or materially changed" does not meet SBC KANSAS' requirements. A certificate reciting that the issuing company will "endeavor to" mail 30 days written notice to the certificate holder does not meet SBC KANSAS' requirements. The



language "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or similar language must be deleted from the certificate.

e) The certificate holder shall be: Make

Southwestern Bell Telephone< L.P.  
Attention: Structure Access Manager  
5305 E 71<sup>st</sup> St  
Floor 1  
Tulsa, OK 74136  
(918) 596-6873

f) Failure to object to any coverage described in a certificate shall not constitute written permission from SBC KANSAS to any variance from or alteration of any requirement set forth in this Exhibit and shall not be construed as a waiver by SBC KANSAS of any rights under the Agreement.

10) Rating of Insurers. SBC KANSAS requires that companies affording insurance coverage have a B+VII or better rating, as rated in the current A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

11) Self-insurance. If authorized in the Master Agreement, self-insurance shall be allowed in lieu of the above requirements upon CLEC's submission of proof that it has met the self-insurance requirements stated in the Master Agreement.

## EXHIBIT V NONDISCLOSURE AGREEMENT (KANSAS)

### Nondisclosure Agreement (SBC KANSAS Pole, Duct, Conduit, and Right-of-Way)

This Nondisclosure Agreement, effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, has been entered into by and between Southwestern Bell Telephone, L.P. ("SBC KANSAS"), a Texas corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by SBC KANSAS. The parties stipulate and agree as follows:

1) SBC KANSAS maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which SBC KANSAS owns or controls. SBC KANSAS represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which SBC KANSAS intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including SBC KANSAS' competitors.

2) SBC KANSAS has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by SBC KANSAS.

3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by SBC KANSAS, or, if an individual, that he or she is acting on behalf of \_\_\_\_\_, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to SBC KANSAS' records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize SBC KANSAS' poles, ducts, conduits, and rights-of-way.

4) SBC KANSAS agrees that permitted uses of records and information concerning SBC KANSAS' poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by SBC KANSAS are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any, by SBC KANSAS not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to SBC KANSAS' records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to SBC KANSAS a counterpart of this Agreement prior to receipt of such copies or information.

6) Recipient agrees that Recipient will not without SBC KANSAS' express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail, communicate, or convey any of SBC KANSAS' records relating to poles, ducts, conduits, or rights-of-way. Recipient

further agrees that Recipient will not conceal, alter, or destroy any SBC KANSAS records furnished to Recipient pursuant to this Agreement.

7) Notwithstanding the provisions of 6) above, and except as provided in 8) below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by SBC KANSAS to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of SBC KANSAS' existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: **"PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (SBC KANSAS POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY)."**

8) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 7) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SBC KANSAS' poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by SBC KANSAS (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

10) This Agreement applies only to records and information provided to Recipient by SBC KANSAS and does not apply to records and information obtained by Recipient from other lawful sources.

11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify SBC KANSAS in writing.

12) The Parties agree that, in the event of a breach or threatened breach of this Agreement, SBC KANSAS may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that SBC KANSAS' records and information relating to poles, ducts, conduits, and rights-of-way include valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to SBC KANSAS. In the event of any breach of this Agreement for which legal or equitable relief is sought, SBC KANSAS shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by SBC KANSAS in connection with the prosecution of its claims against Recipient.

13) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either party as provided herein. Either party may, at any time, with or without cause, terminate this Agreement by giving the other party 60 days' advance written notice of its decision to terminate. The parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

14) This Agreement shall benefit and be binding on the parties below and their respective heirs, successors, and assigns.

15) This Agreement will be governed by the laws of the State of Kansas.

16) This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, in duplicate, as of the dates set forth below.

**CLEC Coalition**

**Southwestern Bell Telephone, L.P. d/b/a SBC  
Kansas by SBC Operations, Inc., its authorized  
agent**

By \_\_\_\_\_  
Signature of Recipient or Representative

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT VI NOTICES TO CLEC (KANSAS)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached. Notices to be sent to the CLEC include, but are not limited to, notices under the following provisions of the Master Agreement.

- 4.03(a) No Effect on SBC KANSAS' Right to Abandon, Convey or Transfer Poles, Ducts, Conduits, or Rights-of-Way.
- 8.XX All Notifications in Article 8
- 9.XX All Notifications in Article 9
- 10.05(a) Make-Ready Work
- 17.02 (b) Removal of Untagged or Unauthorized Facilities
- 17.02 (c) Removal of Untagged or Unauthorized Facilities
- 17.02 (d) Removal of Untagged or Unauthorized Facilities
- 18.06 Notice of SBC KANSAS' Intent to Remove Facilities
- 21.04 Failure to Obtain or Maintain Coverage
- 22.02 Limitation, Termination, or Refusal of Access Due to Certain Material Breaches

## EXHIBIT VII NOTICES TO SBC KANSAS (KANSAS)

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

Structure Access Manager). Except as otherwise stated in this Exhibit, all notices to SBC KANSAS shall be given to the Structure Access Manager designated in EXHIBIT VIII of the Master Agreement. The Structure Access Manager is generally responsible for coordinating applications for access to SBC KANSAS' poles, ducts, conduits, and rights-of-way and serving as CLEC's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the Structure Access Manager shall be given in writing in the manner prescribed in Section 29.02. Notices to be sent to the Structure Access Manager include, but are not limited to, notices under the following provisions of the Master Agreement.

- 7.01 Designation of Primary Points of Contact
- 7.03(a) Access to Records Relating to SBC KANSAS' Poles, Ducts, Conduits, and Rights-of-Way
- 8.XX All Notifications in Article 8
- 9.XX All Notifications in Article 9
- 10.05(e) Make-Ready Work
- 12.03(d) Installation of Drive Rings and J-Hooks
- 12.04 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities
- 12.06 Information Concerning the Maintenance of CLEC's Facilities
- 13.01 Notification of Planned Modifications
- 14.02(c) Rearrangement of CLEC's Facilities at SBC KANSAS' Request
- 15.02(b) Responsibility for Emergency Repairs; Access to Maintenance Duct
- 15.03 Designation of Emergency Repair Coordinators and Other Information
- 16.01 SBC KANSAS' Right to Make Periodic or Spot Inspections
- 17.02(c) Removal of Untagged or Unauthorized Facilities
- 18.01(a) Responsibility for Removing Facilities
- 18.01(e) Responsibility for Removing Facilities
- 20.01(c) Bond May Be Required
- 22.01 Termination of Appendix Due to Non-Use of Facilities
- 22.03 Notice and Opportunity to Cure Breach

Other notices. The following notices may be given orally or in writing (including fax) and shall be given to SBC KANSAS' Local Service Center (LSC) at 1-888-344-9101 instead of the Structure Access Manager.

- 6.05(a) Additional Electrical Design Specifications: Conduit - Notifications relating to electrical interference
- 6.09(h) General Requirements Relating to Personnel, Equipment, Materials, and Public Safety - Notifications of unsafe conditions
- 6.11(a) Opening of Manholes and Access to Conduit - Notification of manhole entry

- 6.13(c) Environmental Contaminants in SBC KANSAS' Conduit System - Notification of environmental contaminants
- 15.04 Reporting of Conditions Requiring Emergency Repairs - Notification of conditions requiring emergency repair
- 15.06(a) Unilateral Corrective Action - Notification of performing corrective work on emergency repair. (advanced notice)
- 15.06(b) Unilateral Corrective Action - Notification of performing corrective work on emergency repair. (no-advanced notice)

Additional information and questions concerning notice requirements. The Structure Access Manager, as CLEC's initial point of contact, will provide additional information to CLEC concerning notification procedures for notices to be given to LSPC. Questions to SBC KANSAS concerning notice requirements should be directed to the Structure Access Manager. The Structure Access Manager is not authorized to provide CLEC legal advice with respect to notice requirements. Questions by CLEC's personnel and other persons acting on CLEC's behalf concerning CLEC's legal obligations should be directed to CLEC's legal counsel or such other personnel as CLEC may direct.

Changes in notice requirements. Changes in the notice requirements set forth in this Exhibit may be made by SBC KANSAS from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

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

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

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

Title: Structure Access Manager

Firm: SBC KANSAS

Address: 5305 E 71st

City/State/Zip: Tulsa, OK 74136

Telephone Number: (918) 596-6873



FIRM'S NAME: \_\_\_\_\_  
 AGREEMENT NO: \_\_\_\_\_  
 APPLICATION NO: \_\_\_\_\_

TYPE: \_\_\_\_\_  
 (CATV, Telecom, Other)

Wire Center \_\_\_\_\_

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

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

Other Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 SWBT's Representative TIME: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Applicant's Representative TIME: \_\_\_\_\_

Official File Copy, If Checked in Red



**Southwestern Bell Telephone**  
Retention Period: Active, plus 5 years

**Access Application and Make Ready Authorization**  
(Request for Access to Poles, Ducts, Conduit)

Name of Applicant \_\_\_\_\_  
Agreement No. \_\_\_\_\_  
Application No. \_\_\_\_\_

**Assignment/Access/Occupancy**

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

\_\_\_\_\_ SWBT Poles \_\_\_\_\_ Feet SWBT Whole Duct \_\_\_\_\_ Feet SWBT Innerduct

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

Effective Date \_\_\_\_\_ Assignment Expiration Date \_\_\_\_\_

Applicant's Estimated Construction Start Date: \_\_\_\_\_  
Applicant's Estimated Construction Completion Date: \_\_\_\_\_  
Authorized by Applicant: \_\_\_\_\_  
Signature \_\_\_\_\_ Title \_\_\_\_\_  
Date: \_\_\_\_\_

**Make-Ready Work**

Estimated Costs	Hours		Rate	Total
Constr. Labor		X	\$ _____	\$ _____
Material	xxx	X	\$ xxx	\$ _____
Engr. Design		X	\$ _____	\$ _____
<b>TOTAL</b>				\$ _____

Estimated SWBT Completion Date \_\_\_\_\_

No Make-Ready Work Required.

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

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

Applicant's Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

LICENSE NO. \_\_\_\_\_ Authorized by SWBT: \_\_\_\_\_  
Signature \_\_\_\_\_ Title \_\_\_\_\_

DATE: \_\_\_\_\_

Official File Copy, If Checked in Red

SW-9434

**PRE-OCCUPANCY CONDUIT SURVEY**

FIRM'S NAME: \_\_\_\_\_  
 AGREEMENT NO: \_\_\_\_\_  
 APPLICATION NO: \_\_\_\_\_

Wire Center \_\_\_\_\_ TYPE: \_\_\_\_\_  
 (CATV, Telecom, Other)

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

Number of Cables \_\_\_\_\_ Splice Information Manhole # \_\_\_\_\_ Details \_\_\_\_\_  
 Size of Cable (O.D. Inches) \_\_\_\_\_ Splice Information Manhole # \_\_\_\_\_ Details \_\_\_\_\_  
 Slack Loop Information Manhole # \_\_\_\_\_ Details \_\_\_\_\_  
 Slack Loop Information Manhole # \_\_\_\_\_ Details \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 SWBT's Representative TIME: \_\_\_\_\_ Applicant's Representative TIME: \_\_\_\_\_

Official File Copy, If Checked in Red

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

Page \_\_\_\_\_ of \_\_\_\_\_

**Southwestern Bell Telephone Company:**

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

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

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

\_\_\_\_\_  
Name of Licensee

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

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

Official File Copy, If Checked in Red



# NOTIFICATION OF SURRENDER OR MODIFICATION OF CONDUIT OCCUPANCY LICENSE BY APPLICANT

License Agreement #: \_\_\_\_\_

\_\_\_\_\_  
(Applicant)

\_\_\_\_\_  
(Address)

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

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

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

\_\_\_\_\_  
(Applicant)

By: \_\_\_\_\_  
(Name of Authorized Agent)

Title: \_\_\_\_\_  
(Title of Authorized Agent)

Official File Copy If Checked in Red



**Southwestern Bell Telephone**

**NOTIFICATION OF UNAUTHORIZED ATTACHMENTS BY APPLICANT**

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

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

**Southwestern Bell Telephone**

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

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

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

**SKETCH OF UNAUTHORIZED ATTACHMENTS ATTACHED**

**Date Notification Sent:** \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant

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

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

## ATTACHMENT 14: PERMANENT NUMBER PORTABILITY

### 1.0 PROVISION OF LOCAL NUMBER PORTABILITY

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

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

- 2.1 SBC KANSAS and CLEC shall work to implement the LRN-PNP solution in accordance with the relevant FCC rulings and NANC (North American Numbering Council) guidelines.

#### 2.2 Requirements for LRN-PNP

- 2.2.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

#### 2.2.2 LRN-PNP employs an "N-1" Query Methodology.

- 2.2.2.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier who will perform a query to an external routing database and efficiently route the call to the appropriate terminating local carrier either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other is the designated toll carrier, the originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.

- 2.2.2.2 For a local call to a ported number, the originating carrier is the "N-1" carrier. It will perform an external database query and pass the call to the appropriate terminating carrier.

- 2.2.3 For local calls to an NXX in which at least one number has been ported via LRN-PNP at the request of a CLEC, the Party originating the call shall be responsible to query an LRN-PNP database or to pay for another Party to query this database as soon as the call reaches the first LRN-PNP-capable switch in the call path. The Party originating the call shall query on a local call to an NXX in which at least one number has been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP at the request of a CLEC, SBC KANSAS may query all calls directed to that NXX, subject to the billing provisions of Section 4.1, and provided that SBC KANSAS' queries shall not adversely affect the quality of service to CLEC's customers or end-users as compared to the service SBC KANSAS provides its own customers and end-users.

- 2.2.4 A Party shall be charged for an LRN-PNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LRN-PNP query but failed to do so. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the N-1 carrier for queries initiated before the first number is ported in an NXX.

- 2.2.5 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the Initial Address Message.

#### 2.3 SMS Administration

SBC KANSAS and CLEC shall cooperate to facilitate the expeditious deployment of LRN-PNP based LNP through the process prescribed in the documents referenced in Section 2.1 of this Attachment including, but not limited to development of SMS, as well as SMS testing for effective procedures, electronic system interfaces, and overall readiness for use consistent with that specified for Provisioning in this Agreement.

## 2.4 Ordering

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

## 3.0 REQUIREMENTS FOR PNP

### 3.1 Cut-Over Process

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

### 3.2 Obligations of Parties

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



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

### 3.4 Limitations of Service

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

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

### 3.5 Mass Calling

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

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

#### 3.5.3 Service Provided

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

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

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

#### 3.5.4 Obligations of CLEC

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

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

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

#### 3.5.5 CLEC Mass Calling Codes

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

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

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

3.6 Intentionally Left Blank

3.7 Porting of DID Block Numbers

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

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

#### 4.0 PRICING

4.1 The Parties agree that FCC approved rates for Service Provider Number Portability (SPNP) are found in FCC No. 73 Access Services Tariff – Section 34. These rates define terms under which SPNP Query Service, SPNP Query Service-Database, and Basic SPNP Service are offered.

4.2 When a CLEC orders Coordinated Hot Cut (CHC) service, SBC KANSAS shall charge and the CLEC agrees to pay for service at the "additional time and material" rates set forth in Appendix Pricing, Schedule of Prices.

4.2.1 Coordinated Hot Cut (CHC) is an option service that permits the CLEC to request SBC KANSAS to hold translations in the donor switch until the CLEC gives verbal instruction to implement the porting.

4.3 Reference CHC Attachment 29 for additional information.

## ATTACHMENT 15: E911

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

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

#### 1.0 DEFINITIONS

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

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

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

## 2.0 SBC KANSAS RESPONSIBILITIES

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

DBMS. CLEC or its representative(s) is responsible for electronically providing end user 911 Records and updating this information.

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

### 3.0 CLEC RESPONSIBILITIES

#### 3.1 Call Routing

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

#### 3.2 Facilities and Trunking

- 3.2.1 CLEC shall provide interconnection at each appropriate SBC KANSAS 911 Selective Router that serves each exchange area in which CLEC is authorized to and will provide telephone exchange service.
- 3.2.2 CLEC acknowledges that its end users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its end users to the proper E911 SR.
- 3.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls to each SBC KANSAS 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 3.2.4 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the SBC KANSAS SR.
- 3.2.5 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated SBC KANSAS 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
- 3.2.6 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch (es) to the SBC KANSAS 911 SR.
- 3.2.7 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

- 3.2.8 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from SBC KANSAS.
- 3.2.9 CLEC will cooperate with SBC KANSAS to promptly test all 911 trunks and facilities between CLEC's network and the SBC KANSAS' 911 Selective Router(s), in accordance with industry standards, to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
- 3.2.10 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (for example, collocation). SBC KANSAS will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising SBC KANSAS of the circuit identification and the fact that the circuit is a 911 circuit when notifying SBC KANSAS of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC KANSAS will refer network trouble to CLEC if no defect is found in SBC KANSAS' 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

### 3.3 Database

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

### 3.4 Other

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

## 4.0 INTENTIONALLY LEFT BLANK

## 5.0 RESPONSIBILITIES OF BOTH PARTIES

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

## 6.0 METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations,

(ii) any requirements imposed by any Governmental Authority other than a Commission, and (iii) the principles expressed in the recommended standards published by NENA.

## 7.0 CONTINGENCY

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

**SBC KANSAS** representative:

911 Account Manager  
4 Bell Plaza, 21<sup>st</sup> Flr  
311 S. Akard St.  
Dallas, TX 75202-5398

CLEC representative:

CLEC Contact

CLEC

Address

City, State ZIP

Telephone Number

## 8.0 BASIS OF COMPENSATION

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

## 9.0 MONTHLY BILLING

- 9.1 SBC KANSAS will render to CLEC monthly statements in advance, showing the amounts determined as provided in Section 8.0 above. Payment will be made in accordance with the General Terms and Conditions

of this Agreement, including Section 3: Assurance of Payment, Section 9: Payment of Rates and Charges, Section: 13: Dispute Resolution and the provisions governing resolution of billing disputes.

## 10.0 LIABILITY

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



**EXHIBIT I TO ATTACHMENT 15: E911**

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS				
CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		Trunk ACTL CLLI	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description: Rate Center(s):		"Connect Signal" Digits 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> Rate Center(s):	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE <sup>(see legend below)</sup>
E9-1-1 Features Required:	ANI/ALI/SR			
# of 9-1-1 Trunks for LSP:				
MSAG Update Interval:	Monthly			
ALI Database Provider:				
ACCOUNT MANAGER:				
LOG NUMBER				
FOOTNOTES: (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider.				
(2)				
(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.				
"TYPE of AGENCY" LEGEND: 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	

## EXHIBIT II - BASIS OF COMPENSATION

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

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

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

## ATTACHMENT 16: NETWORK SECURITY AND LAW ENFORCEMENT

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

### 1.0 PROTECTION OF SERVICE AND PROPERTY

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

1.12 CLEC and SBC KANSAS further agree to:

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

1.12.2 Installing Controls:

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

1.12.3 Logical Security

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

## 2.0 REVENUE PROTECTION

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

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

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

## 3.0 LAW ENFORCEMENT INTERFACE

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

## ATTACHMENT 17: PERFORMANCE MEASUREMENTS

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

- 1.0 SBC KANSAS agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1. SBC KANSAS will collect, analyze, and report performance data for these measures in accordance with SBC KANSAS' Performance Measurement Business Rules, as approved by the KANSAS Corporation Commission (the "Commission" or "KCC"). Both the performance measures and the business rules are subject to modification in accordance with Section 3.0.
- 2.0 For purposes of this Attachment, performance results (whether in the form of means, percentages, or rates) will be measured in a single month for the same measurement at equivalent levels of disaggregation, for both SBC KANSAS (or its affiliate purchasing the same service from SBC under an ICA) and CLEC. Compliance will be determined separately for each CLEC and disaggregation level, based on statistical tests or by direct comparison with an established standard (benchmark), as defined in the Performance Remedy Plan.
- 3.0 A workshop and/or conference shall be organized and held annually for the purpose of evaluating the existing performance measures and determining whether any measures should be deleted, modified or any new measures added. Provided however, no new measures shall be added which measures activities already governed by existing measures. CLEC may actively participate in this annual workshop with SBC KANSAS, other CLECs, and Commission representatives.
- 3.1 As provided in the Performance Remedy Plan, no changes to remedies/liquidated damages (remedies) or any other term or condition of this Attachment affecting remedies, including but not limited to the level of remedies to be paid by SBC and the application of a benchmark, shall be made except by the consent of the Parties only and shall not be effective until and memorialized in an amendment to the Performance Remedy Plan. Except as otherwise provided in the Performance Remedy Plan, neither Party shall have a right to seek KANSAS Corporation Commission jurisdiction or intervention to address any issues affecting remedies. Any dispute concerning remedies or modification to the current remedy plan shall be resolved pursuant to the dispute resolution provisions of that separate agreement.
- 3.2 CLEC and SBC KANSAS will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then SBC KANSAS will allow CLEC to have an independent audit conducted, at CLEC's expense, of SBC KANSAS' performance measurement data collection, computing, and reporting processes. In the event the subsequent audit reinforces the problem identified during the 45 day consultation period or if any new problem is identified, SBC KANSAS shall reimburse the CLEC any expense incurred for such audit. CLEC may not request more than one audit per twelve calendar months under this section.
- 4.0 **GENERAL ASSESSMENTS PAYABLE TO THE KANSAS STATE TREASURY**
  - 4.1 If SBC KANSAS fails to submit performance reports by the last business day of the month, the following assessments apply unless excused for good cause by the Commission:  
  
If no reports are filed, \$5,000 per day past the last business day of the month;

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

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

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

## 5.0 REPORTS

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

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

Appendix 1: Performance Measurement Business Rules (Version 4.0)

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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>	
<p>Timestamps for the uniform interfaces (EnhancedVerigate, EDI and CORBA) are taken at the SBC Pre-Order Adapter and do not include transmission time through the xRAF or protocol translation times. The clock starts on the date/time when the query is received by the SBC Pre-Order Adapter and stops at the date/time the SBC Pre-Order Adapter passes the response back to the interfacing application (EnhancedVerigate, EDI pre-order or CORBA). The response time is measured only within the published hours of interface availability as posted on the CLEC on-line website.</p> <p>For the protocol translation response times, interface input times start at the time the interface receives the pre-order query request from the CLEC and the end time is when the connection is made to the SBC Pre-Order Adapter for processing. Interface output times start when the interface receives the response message back from SBC Pre-Order Adapter and the end time is when the message is sent to the CLEC.</p> <p>If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.</p>	
<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>	
<p>Overall transactions returned within required interval. Benchmark 95% Does not include Protocol Translation times as noted below.</p> <p>No damages will apply to the Protocol Translation Times for EDI and EnhancedVerigate. (Note – Nonuniform DataGate/EDI/CORBA have been eliminated from PM #2 due to the elimination of this interface.) (Critical Z does not apply)</p> <p>All measurements below will be reported on a diagnostic basis.</p>	
<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>

**For LSRs**

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

**For ASRs**

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

**Business Rules:**

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

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

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

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

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

**ENHANCEDLEX/EDI**

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

**MANUAL REQUESTS**

Manual service order requests are those initiated by the CLEC by fax. The fax receipt date and time is recorded and input into WFM. The end time is the actual date and time that a successful attempt to send a paper fax is made back to the CLEC or in cases where fax receipt is prevented at CLEC's facility, the end date and time will be the 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.
<b>Disaggregations and Benchmarks:</b>	

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





<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>	
<p><b>Mechanized Rejects</b></p> <p>The start time used is the date and time the LSR is recorded by the interface (EDI/Enhanced LEX) if it falls during normal system processing hours of operation, as defined in the published hours of operation document on the CLEC online website. If the interface start time is outside of normal processing hours, then the start date/time is set to the next closest posted processing start time. The end time is the date and time the reject notice is available to the CLEC via EDI or Enhanced LEX. A mechanized reject is any reject made available to the CLEC electronically without manual intervention. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.</p>	
<p><b>Manual Rejects Received Electronically</b></p> <p>The start time is the time the LSR is received electronically via EDI or Enhanced LEX if it falls during normal business hours of operation. Reject business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime), the valid start time will be the next business day at 8:00 a.m.</p> <p>The end time is the date and time the reject notice is available to the CLEC via EDI/ Enhanced LEX. A manual reject is a reject of an electronically received LSR that requires manual intervention. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.</p>	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{(\# \text{ mechanized rejects returned within 1 hour} + \# \text{ electronic manual rejects returned within 6 hours of receipt of LSR})}{\text{total rejects}} * 100$	Reported for CLEC and all CLECs and SBC affiliate, by state.
<b>Disaggregations and Benchmark:</b>	
1. Mechanized	1. 97% within 1 hour
2. Manual rejects received electronically	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>	
<p>Percentage of Orders Given Jeopardy Notices measures the number of jeopardy notices sent to customers as a percentage of the total number of orders completed in the period. A jeopardy is a notification provided to the CLECs where SBC identifies the potential for not meeting the scheduled due date (LOF or additional information).</p> <p>Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, SBC will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on SBC's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.</p>	
<b>Calculation:</b>	<b>Report Structure:</b>
(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>
<b>Average SBC-caused Jeopardy Notification Interval</b>
<b>Definition:</b> Measures the average remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time 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> <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>

- Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999)

- Facilities Jeopardies

POTS (includes the following):

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

UNE SPECIALS or Designed Services (includes the following):

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

Other SBC Caused

- Other SBC caused Jeopardies
- CLEC/EU caused Jeopardies

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

<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.
<b>Disaggregations and Benchmarks:</b>	
<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%

<b>12.2 Measurement</b>	
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.
<b>Disaggregations and Benchmarks:</b>	
None	95% within one business day

<b>13. Measurement</b>	
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.
<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).	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>17.2 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> <p>(The telephone numbers above are subject to change, but notification will be made via an Accessible Letter.)</p>	<ul style="list-style-type: none"> <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>
<b>POTS/UNE-P/Specials/UNES/LNP Loops/LNP Standalone</b> 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.
<b>Interconnection Trunks</b> 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>
<ul style="list-style-type: none"> <li>• Excludes customer caused misses (e.g., customer not ready, construction not complete).</li> <li>• Excludes all orders except N, T, and C orders.</li> <li>• Excludes Weekends and Holidays.</li> <li>• Excludes circuits requested for less than the standard offered interval unless agreed to by SBC</li> <li>• NPAC caused delays unless caused by SBC (LNP only)</li> </ul>
<b>Business Rules:</b>
<b>POTS/UNE-P</b> 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).
<b>Specials</b> The Application Date is the day that the customer initiated the service request. The Completion Date is the day that SBC personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date.

This measure is reported at a circuit level.

**UNEs/EELS**

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

**LNP Loops**

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

**LNP Standalone**

Industry guidelines for due dates for LNP are as follows:

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

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

For partial LNP conversions that require restructuring of customer account:

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

**Interconnection Trunks**

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

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

<p>greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC ÷ total trunk circuits completed) * 100</p>	
<p><b>Disaggregations and Benchmarks:</b></p>	
<p><u>POTS</u></p>	
<p>1. Field Work (FW)          - Bus Class of Svc          - Res Class of Svc</p> <p>2. No Field Work (NFW)          - Bus Class of Svc          - Res Class of Svc</p> <p>3. UNE-P -Field Work (FW)</p> <p>4. UNE -P - No Field Work (NFW)</p> <p>5. 8.0dB Loops (standalone and loop with LNP)  <u>Resale Specials/UNE</u></p> <p>6. DS0 (DDS, VGPL, 5 db loops, switch ports)</p> <p>7. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport</p> <p>8. ISDN &amp; BRI (resale, loops and ports)</p> <p>9. DSL and Line Splitting</p> <p>10. Line Sharing and IDSL)</p> <p>11. EELS – DSO</p> <p>12. EELS – DS1</p> <p>13. Interconnection trunks</p> <p>14. <u>LNP only:</u> NXXs previously opened and NXX new ( 1-30 TNs and greater than 30 TNs)</p>	<p>1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types)</p> <p>2. Resale POTS parity between No Field Work compared to SBC Retail No Field Work (N, T, C order types).</p> <p>3. UNE-P Parity between Field Work compared to SBC Retail Field Work (N, T, C order types)</p> <p>4. UNE-P Parity between No Field Work compared to SBC Retail No Field Work. (N, T, C order types).</p> <p>5. 95%</p> <p>Resale Specials and UNEs</p> <p>6. 95%</p> <p>7. 95% in five days (Critical Z does not apply)</p> <p>8. 95%</p> <p>9. 95%</p> <p>10. 95%</p> <p>11. 90%(5 days), 92% in 6 months, 95% in a year</p> <p>12. 90%(5 days), 92% in 6 months, 95% in a year (Critical Z does not apply)</p> <p>13. 95%</p> <p>14. 96.5%</p>



<b>30. Measurement (PM 30 Combined with PM 60)</b>	
Percent SBC Missed Due Dates Due To Lack of Facilities	
<b>Definition:</b>	
POTS/UNE-P/Specials/8.0 dB Loops Percent N, T, and C orders with missed committed due dates due to lack of facilities.	
<b>UNEs</b> 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>	

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

<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>	
<b>POTS/UNE-P/Specials</b> Average calendar days from due date to completion date on company missed orders /circuit.	
<b>UNEs/EELS</b> 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).	
<b>Interconnection Trunks</b> 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>	
For Specials/UNEs/Interconnection Trunks Only:	
<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.	
<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>	

POTS	
1. Field Work (FW)	- Bus Class of Svc - Res Class of Svc
No Field Work (NFW)	- Bus Class of Svc - Res Class of Svc
2. UNE-P	
Field Work (FW)	
No Field Work (NFW)	
3. 8.0dB Loops – FW	
8.0dB Loops - NFW	
<u>Resale Specials/UNEs:</u>	
4. DS0 (DDS, VGPL, 5.0 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. Interconnection Trunks	
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 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. Compared to Business Retail POTS and Residence Retail POTS Combined – FW and NFW	
4. 6 days	
5. 6 days (Critical Z does not apply)	
6. 5 days	
7. 6 days	
8. 6 days	
9. 6 days	
10. 6 days (Critical Z does not apply)	
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.
- 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:**

<p>1. POTS</p> <ul style="list-style-type: none"> <li>N&amp; T orders</li> <li>C Orders</li> <li>Field Work (FW)</li> <li>No Field Work (NFW)</li> <li>Business class of service</li> <li>Residence class of service</li> </ul> <p>2. UNE-P</p> <ul style="list-style-type: none"> <li>New/Move Orders</li> <li>Change/conversion Orders</li> <li>Field Work (FW)</li> <li>No Field Work (NFW)</li> </ul> <p>3. 8.0dB Loop</p> <p><u>Specials Resale/UNE</u></p> <ul style="list-style-type: none"> <li>4. DS0 (DDS, VGPL, 5 db Loops, &amp; switch ports)</li> <li>5. DS1 and above (DS1,DS3, OCn and Dark Fiber) Loops and Transport</li> </ul>	<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</p> <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.</p> <p>3. Compared to Retail POTS Business and Retail POTS Residence combined</p> <p>4. 5%</p> <p>5. 4% (Critical Z does not apply)</p> <p>6. 5%</p> <p>7. 5%</p> <p>8. 5%</p>
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6. ISDN & BRI (resale, loops and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL	9. 8%, 5% in 6 months 10. 8%, 5% in 6 months (Critical Z does not apply)
9. EELS - DS0 10. EELS - DS1	

<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> <li>•</li> </ul>	
<b>Business Rules:</b>	
<b>POTS/UNE-P</b>	
CLEC and SBC repair reports are entered and tracked. They are downloaded nightly. Reports are counted in the month they post.	
<b>UNEs/EELS</b>	
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. 5%
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	5. 4% (Critical Z does not apply)
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	6. 5%
6. ISDN & BRI (resale, loops and ports)	7. 3%
7. DSL and Line Splitting	8. 3%
8. Line Sharing and IDSL	9. 5%
9. EELS - DS0	10. 4% (Critical Z does not apply)
10. EELS - DS1	

<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>	
<b>POTS/UNE-P</b>	
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."	
<b>UNE Loops</b>	
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>1. 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>2. UNE-P <ul style="list-style-type: none"> <li>• Dispatch</li> <li>• No Dispatch</li> </ul> </li> <li>3. 8.0dB Loops</li> </ol>	<ol style="list-style-type: none"> <li>1. POTS - Parity with SBC Retail</li> <li>2. UNE-P – Parity with SBC Retail POTS Business and Residence combined</li> <li>3. 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>	
<b>POTS/UNE-P</b> 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.	
<b>UNES/EELS and Specials</b> 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.	
<b>Interconnection Trunks</b> 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>	
<b>POTS and UNE-Ps</b> 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.	
<b>Specials</b> 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.	
<b>UNEs/EELS</b> The start time is when the report is received. The stop time is when the report is cleared in the appropriate system.	
<b>Interconnection Trunks</b> 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>
$\sum[(\text{Date and time SBC clears ticket with the})$	Reported by CLEC, all CLECs and SBC, by

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

<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>	
<ol style="list-style-type: none"> <li>1. <u>POTS</u> <ul style="list-style-type: none"> <li>- Residence</li> <li>- Business</li> </ul> </li> <li>2. <u>UNE-P</u></li> <li>3. <u>8.0dB Loop</u></li> </ol> <p><u>Resale Specials/UNEs:</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> </ol>	<ol style="list-style-type: none"> <li>1. Parity With SBC Retail POTS</li> <li>2. Parity with SBC Retail POTS Business and Residence Combined</li> <li>3. Compared to SBC Retail POTS business and residence combined</li> <li>4. 10%</li> <li>5. 15% 10% 6 months (Critical Z does not apply)</li> </ol>

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>
$\left( \frac{\text{Count of blocked calls} - \text{excluded blocked calls}}{\text{total calls offered} - \text{excluded blocked calls}} \right) * 100$	Reported for CLEC and all CLECs by state.
<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 ÷ 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>	
one	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>Note: All approved types, e.g. Cages, Cageless, etc. are now included in these)</p>	95% within the due date in the SBC Kansas Interstate Tariff or if the CLEC requests a longer interval, the interval agreed to by the parties. Damages and Assessments will be calculated based on the number of days late. (Critical Z does not apply)

**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>	<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>	
<p><b>Business Rules:</b></p> <p>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.</p>	
<p><b>Calculation:</b></p> <p>(Total count of NXXs loaded and tested by LERG date, or interconnection date ÷ total NXXs loaded and tested) * 100</p>	<p><b>Report Structure:</b></p> <p>Reported by CLEC, all CLECs and SBC, by state.</p>
<p><b>Disaggregations and Benchmarks:</b></p>	
<ul style="list-style-type: none"> <li>• None</li> </ul>	<p>Parity</p>

**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>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100	By CLEC
<b>Disaggregations and Benchmarks:</b>	
• 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	25
	21+	Negotiate
DSL with Line Splitting	1 - 20	5
	21+	Negotiate
EELS	1 - 20	5
	21+	Negotiate
Subtending Digital Direct Trunks	ALL	3
DS1 Digital Trunk Port DID	ALL	8

RESOLD SPECIALS:		
DDS	1-8	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

## ATTACHMENT 18: DIRECTORY ASSISTANCE LISTING INFORMATION

This Attachment 18: Directory Assistance Listing Information (DAL) sets forth terms and conditions for which the applicable SBC Operations, Inc. (SBC) SBC KANSAS agrees to license its Directory Assistance Listing Information to CLEC.

### 1.0 INTRODUCTION

- 1.1 SBC KANSAS owns and maintains databases containing directory assistance subscriber listing information (name, address and published telephone number or an indication of non-published or non-list status).
- 1.2 Currently, SBC KANSAS uses the directory assistance subscriber listing information in its databases to provide directory assistance (DA) service to individuals who call SBC KANSAS' DA office to obtain such information.
- 1.3 CLEC, or its agent, wishes to provide DA service to CLEC's retail end users, and therefore, wishes to load its database with directory assistance listings contained in SBC KANSAS' DA database.
- 1.4 Inasmuch as SBC KANSAS provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), SBC KANSAS' database also contains directory assistance listing information for other ILEC and CLEC retail end users.

### 2.0 SERVICE PROVIDED

- 2.1 SBC KANSAS agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
  - 2.1.1 SBC KANSAS shall provide directory assistance listing information in a mutually acceptable format.
  - 2.1.2 SBC KANSAS shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, SBC KANSAS will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.
- 2.2 In the event a telephone service subscriber has a "non-published" listing and such listing has been provided to SBC KANSAS for inclusion in its database, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's dates. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.
- 2.3 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

### 3.0 USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 CLEC is authorized to use the subscriber listing information provided under this Attachment for any lawful Telecommunications Service. CLEC may use the directory assistance listing information licensed and provided pursuant to this Attachment in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.
- 3.2 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder.
- 3.3 Emergency Notification for Non-Published Telephone Numbers – SBC KANSAS shall provide for Emergency Notification for Non-Published Telephone Numbers (hereinafter, "ENNP Service"), whereby any retail end user with a non-published listing in SBC KANSAS' DA database, including third party CLEC non-published listings that have been provided to SBC KANSAS for inclusion in its database, will be notified that a CLEC retail end user is attempting to contact the non-published party in the event of an emergency.
- 3.3.1 If a CLEC operator receives a request for a non-published listing and the calling party identifies an emergency situation, the CLEC operator will take the calling party's information and relay it to a SBC KANSAS operator via a pre-designated contact number.
- 3.3.2 SBC KANSAS will verify the listing of the non-published party at the time the CLEC operator requests service. SBC KANSAS will attempt to contact the non-published party within 15 minutes. If no contact is made, (i.e. no answer and if no message can be left), the SBC KANSAS operator will try to make contact within the next 12 hours. If a voice mail or answering system is reached, SBC KANSAS will leave the contact information.
- 3.3.3 SBC KANSAS will contact the CLEC operator as to the status of notification: whether the message was delivered, left on voice mail or answering machine, or whether the non-published party could not be contacted.
- 3.3.4 Only calls identified as an emergency will be forwarded to SBC KANSAS for ENNP Service; however, the identification of such emergency will be left to the discretion of CLEC and its operators.

#### **4.0 ASSIGNMENT**

- 4.1 The directory assistance listings provided by SBC KANSAS shall remain the property of SBC KANSAS. CLEC, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures CLEC uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

#### **5.0 SUBCONTRACTING OF DIRECTORY ASSISTANCE SUBSCRIBER LISTINGS**

- 5.1 If CLEC elects to use a subcontractor for the DA services, CLEC may transfer the directory service subscriber listing information to its DA subcontractor in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings. The provision of directory assistance subscriber listing information to a subcontractor by either Party is subject to the Confidentiality and Proprietary Information provision contained in the General Terms and Conditions Section of this Agreement.

#### **6.0 TERM OF APPENDIX**

- 6.1 SBC KANSAS will commence providing subscriber listing information to CLEC as described in this Attachment sixty (60) days following the receipt of a written request from the CLEC and thereafter continue in force until terminated upon receipt of one hundred twenty (120) days prior written notice from the other as long as this Agreement remains in effect.

#### **7.0 LIABILITY**

- 7.1 SBC KANSAS will use commercially reasonable efforts to ensure the accuracy of the directory assistance listing information provided to CLEC. SBC KANSAS makes no express or implied warranties whatsoever, including but not limited to warranties for merchantability or fitness for a particular purpose, regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any.
- 7.2 Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

## 8.0 PRICING

- 8.1 The prices at which SBC KANSAS agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Schedule Pricing.

## ATTACHMENT 19: WHITE PAGES - OTHER (WP-O)

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth SBC KANSAS' and CLEC's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

### 1.0 INTRODUCTION

- 1.1 SBC KANSAS publishes White Pages directories for geographic local service areas in which CLEC provides local exchange telephone service in the same area(s), and CLEC wishes to include listings information for its customers in the appropriate SBC KANSAS White Pages directories.
- 1.2 CLEC also desires distribution to CLEC's Customers of the White Pages directories that include listings of CLEC's customers.
- 1.3 SBC KANSAS will make available to CLEC, for CLEC Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

### 2.0 SERVICE PROVIDED

- 2.1 Subject to Applicable Law and any publishing company requirements regarding the provision of White Page directories, SBC KANSAS will include in appropriate White Pages directories the primary alphabetical listings of all CLEC end users located within the local directory scope. The rules, regulations and publishing company requirements are subject to change from time to time. When CLEC provides its subscriber listing information to SBC KANSAS' listings database, CLEC will receive for its retail end users, one primary listing in SBC KANSAS' White Pages directory and a listing in SBC KANSAS' directory assistance database.
  - 2.1.1 Where a CLEC retail end user requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, SBC KANSAS will assess CLEC a monthly charge for such listings at SBC KANSAS tariff rates. An additional monthly charge at SBC KANSAS' tariff rate applies when CLEC wishes to list a retail end user in SBC KANSAS' Directory Assistance database but does not wish to have its retail end user listed in SBC KANSAS' White Pages directory. In addition, CLEC may elect to have its retail end user unlisted and the listing not published in SBC KANSAS' White Pages directory for a monthly charge at SBC KANSAS' tariff rate Resale Rates for those non-published, non-listed services. CLEC reserves the right to withhold directory listing information from SBC KANSAS for non-published telephone numbers that would otherwise be included in SBC KANSAS' directory listings database. Should CLEC exercise its right to withhold such directory listing information, CLEC understands that: (A) SBC KANSAS' Emergency Notification for Non-Published Telephone Numbers will not be operable for such listings, and (B) SBC KANSAS cannot guarantee that CLEC's end users whose listings are withheld will receive annual white pages directories.
    - 2.1.1.1 Switched-based CLECs are billed at the retail tariff rates for a twelve (12) month period at the time the directory is published for additional, foreign, and enhanced listings, as well as Non-Published service CLECs will be notified via Accessible Letter should the billing process change.
- 2.2 CLEC will furnish to SBC KANSAS subscriber listing information pertaining to CLEC end users located within the local directory scope, along with such additional information as SBC KANSAS may require to prepare and print the alphabetical listings of said directory
- 2.3 CLEC will provide its subscriber listing information of its subscribers to SBC KANSAS via a mechanical or manual feed of the directory listing information to SBC KANSAS' Directory Listing database. SBC KANSAS will accept listing information from CLEC according to the manual and mechanized listing methods, procedures, and ordering instructions provided via the CLEC Online web site. CLEC agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this

Attachment, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. Notwithstanding the foregoing, CLEC may continue to manually submit directory listing information for complex caption sets with two (2) or greater degrees of indent. Both parties will use commercially reasonable efforts to ensure the accuracy of the submission and processing of the listing updates. CLEC's subscriber listings will be interfiled (interspersed) in the directory among SBC KANSAS' subscriber listing information. CLEC will submit listing information within three (3) Business Days of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a retail end user. SBC KANSAS shall process CLEC orders for updates to subscriber listing information within three (3) Business Days of receipt. CLEC must submit all listing information intended for publication by the directory close date.

- 2.4 SBC KANSAS will provide electronic directory listing verification to CLEC through the Web Listing Lookup on the SBC CLEC Online website. Upon request, SBC KANSAS will provide daily electronic directory listing verification via SBC KANSAS' White Page listing systems at no charge to CLEC. Each report will reflect CLEC subscriber directory listings successfully processed on the previous workday. Information for directory listing verification is located on the SBC CLEC Online website.
- 2.4.1 In addition, at least sixty (60) calendar days prior to the business office close date for a particular directory, SBC KANSAS will provide CLEC, upon request, an electronic verification report, in directory appearance format, of all subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request for this report at least eighty (80) days prior to the Business Office Close Date for a particular directory. SBC KANSAS will accept standing requests for this report on those White Page directories specified by CLEC.
- 2.4.2 A CLEC specific directory listing verification list, in a fielded data validation format, also is available upon request by the CLEC at least eighty (80) days prior to the Business Office Close Date for a particular directory. This listing shall contain only CLEC's subscribers, and shall be in electronic delimited text format or equivalent format that may be electronically searched and sorted. CLEC will review this electronic verification list and will submit any necessary additions, deletions or modifications to SBC KANSAS via the appropriate directory listing correction process no less than thirty (30) days prior to the SBC KANSAS Business Office Close date for that directory, provided that SBC KANSAS made the electronic verification list available to CLEC in a timely manner as specified above.
- 2.5 Publication schedules for the White Pages: CLEC can access, via the SBC CLEC Online website, the directory close dates for areas where CLEC is providing local service. SBC KANSAS will provide directory schedule updates, including the directory schedule for a new calendar year, within fourteen (14) calendar days of the publisher's notification to SBC KANSAS of the schedule or update, but not later than thirty (30) calendar days prior such changes becoming effective.
- 2.6 Each CLEC subscriber will receive one copy per primary retail end user listing, as provided by CLEC, of SBC KANSAS' White Pages directory in the same manner and at the same time that they are delivered to SBC KANSAS subscribers during the annual delivery of newly published directories.
- 2.6.1 SBC KANSAS will deliver one copy per primary retail end user listing of SBC KANSAS' White Pages, as described in Section 2.6 above, at no charge. SBC KANSAS has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's retail end users subsequent to the annual distribution of newly published directories. CLEC may arrange for additional directory distribution services with SBC KANSAS' directory publishing affiliate, pursuant to terms and conditions agreed to by the publisher and CLEC.
- 2.7 At its option, CLEC may purchase one (1) information page (Customer Guide Pages) in the informational section of the SBC KANSAS White Pages directory covering the geographic area(s) it is serving. This page will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SBC KANSAS information pages. Sixty (60) calendar days prior to the directory close date,



CLEC will provide to SBC KANSAS the information page(s) in camera ready format. SBC KANSAS will have the right to approve, and, with CLEC's agreement, SBC KANSAS may, but is not required to, revise the format and content of such information page. See Appendix Pricing, Schedule of Prices, for rates associated with the Information Page.

- 2.8 SBC KANSAS will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be a minimum size of: 4 column directories = 1 1/2" by 3 1/8", 3 column directories = 2" by 3", 2 column directories = 1 1/5" by 2 1/5" or the equivalent size as other local service providers listed in the same section. In order to have such information published, sixty (60) calendar days prior to directory close date CLEC will provide SBC KANSAS the information, including CLEC's logo, to be published on the information page according to the instructions provided on SBC CLEC Online website. Any changes to these instructions will be communicated to CLEC prior to the change through an Accessible Letter. (CLEC will be limited to a maximum one representation in any single edition of a SBC KANSAS White Pages directory under either this Subsection or Appendix White Pages (WP) – Resale to this Agreement).

### 3.0 USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 SBC KANSAS agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as SBC KANSAS' subscriber listing information. In exchange for SBC KANSAS serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes SBC KANSAS to include and use the CLEC subscriber listing information provided to SBC KANSAS pursuant to this Attachment in SBC KANSAS' White Pages directory, SBC KANSAS' Directory Assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is the release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and to directory publishers as required in Section 251(b)(3) and any applicable regulations and orders. Also included in this authorization is SBC KANSAS' use of CLEC's subscriber listing information in SBC KANSAS' directory assistance, directory assistance related products and services, and directory publishing products and services. CLEC's subscriber listing information will remain the property of CLEC, and CLEC will be responsible for the billing and collection of any license fees or compensation for CLEC listings to third party publishers and others receiving listings pursuant to this section. SBC KANSAS will not bill or collect such license fees on CLEC's behalf. Except as stated herein, SBC KANSAS will not sublicense, assign, sell or transfer CLEC's subscriber listing information provided hereunder, nor will SBC KANSAS authorize any other company or any person to use CLEC's subscriber listing information for any other purpose. SBC KANSAS will take the same measures to guard against unauthorized use of CLEC's listings as SBC KANSAS takes to protect its own listings from unauthorized use, whether by SBC KANSAS, its agents, employees or others.
- 3.2 SBC KANSAS further agrees not to charge CLEC for serving as the single point of contact with independent and third party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC Name 's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation from SBC KANSAS for SBC KANSAS' receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with SBC KANSAS' subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by SBC KANSAS.

### 4.0 RATES

Rates associated with this Attachment are in the Appendix Pricing, Schedule of Prices.

**5.0 LIABILITY**

5.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

## ATTACHMENT 20: CLEARINGHOUSE (CH)

WHEREAS, SBC KANSAS operates a Clearinghouse (CH), as described below, for its own behalf and that of participating facility-based LECs and facility-based CLECs; and,

WHEREAS, CLEC will participate in the CH on the terms set forth herein;

The Parties agree to the following:

### 1.0 CLEARINGHOUSE DESCRIPTION

- 1.1 SBC KANSAS operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs, including SBC KANSAS and CLEC.

### 2.0 QUALIFYING MESSAGE CRITERIA

- 2.1 The only toll call messages that qualify for submission to SBC MISSOURI for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of SBC SOUTHWEST REGION 5-STATE's operating areas (located in parts of Texas, Arkansas, Kansas, Oklahoma or Missouri), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

### 3.0 RESPONSIBILITIES OF THE PARTIES

- 3.1 CLEC agrees that it will provide SBC KANSAS with billing records for CH processing that are in an industry standard format acceptable to SBC KANSAS and that at a minimum will display the telephone number of the end user to whom the call is to be billed and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category 92 records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.
- 3.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category 92 Records should be forwarded to SBC KANSAS' CH. CLEC will retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to SBC KANSAS for CH processing, if needed.
- 3.3 SBC KANSAS will provide and maintain such systems as it believes are required to furnish the CH service described herein. SBC KANSAS, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 3.4 CLEC will timely furnish to SBC KANSAS all CH Records required by SBC KANSAS to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated March 25, 1996, or as otherwise mutually agreed upon by the Parties. SBC KANSAS will provide the CH service in accordance with the TESP and such modifications as are subsequently agreed upon.
- 3.5 Presently, in operating the CH, SBC KANSAS relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

### 4.0 PROCESSING CHARGE

- 4.1 CLEC agrees to pay SBC KANSAS a processing charge in consideration of SBC KANSAS' performance of CH services. This charge is identified in Appendix Pricing – Schedule of Prices.

**5.0 BILLING CHARGE**

5.1 CLEC agrees to pay a per message charge to the LEC responsible for billing the message, including SBC KANSAS, when SBC KANSAS bills the message. This charge is identified in Appendix Pricing Schedule.

**6.0 SETTLEMENT REPORT**

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

**7.0 RETROACTIVE AND LOST MESSAGES**

7.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section 3.0 of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

**8.0 LIMITATION OF LIABILITY**

8.1 By agreeing to operate the CH, SBC KANSAS assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that SBC KANSAS will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SBC KANSAS may have relied in preparing settlement reports or performing any other act under this Attachment.

8.2 CLEC agrees to indemnify and hold SBC KANSAS harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of SBC KANSAS' performance of CH processing pursuant to this Attachment.

8.3 SBC KANSAS will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SBC KANSAS. Any losses or damage for which SBC KANSAS is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time SBC KANSAS receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

**9.0 DISCLAIMER OF WARRANTIES**

9.1 SBC KANSAS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SBC KANSAS ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

## ATTACHMENT 21: NUMBERING

This Attachment 21: Numbering sets forth the terms and conditions under which the Parties will coordinate with respect to numbering resources consistent with the industry guidelines and with applicable law as administered by NANPA (North American Numbering Plan Administrator).

### 1.0 NUMBERING

- 1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.
- 1.2 Each Party agrees to make available to the other, via the LERG, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges. Pursuant to Alliance for Telecommunications Industry Solutions (ATIS) Guidelines for the Administration of Telephone Numbers, revised August 15, 2003 (INC 01-0515-028), the Parties agree "that CO Codes/blocks allocated to a wireline Service Provider are to be utilized to provide service to a customer's premise located in the same rate center that the CO Codes/blocks are assigned. Exceptions exist, for example tariffed services such as foreign exchange service."
- 1.3 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. The Parties agree to perform such programming and updating within industry standard intervals, provided that both Parties have met the requirements established within ATIS-approved industry guidelines. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.
- 1.4 It will be the responsibility of each Party to input required data into the Telcordia Business Integrated Routing and Rating Database System (BIRRRDS) and/or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 1.5 Neither Party is responsible for notifying the other Party's end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.
- 1.6 During the term of this Agreement, where CLEC is utilizing its own switch to provide telecommunications services on its own behalf, or on the behalf of any customer of the CLEC, CLEC shall contact the North American Numbering Plan Administrator for the assignment of numbering resources.

### 2.0 NXX CODES

- 2.1 Each Party agrees to utilize NXX codes in a manner consistent with authorized industry standard rules and guidelines and any agency of governmental authority exercising appropriate jurisdiction.

### 3.0 CODE TRANSFER (A.K.A. NXX MIGRATION)

- 3.1 Code transfer, as described in industry guidelines (Industry Numbering Committee (INC) document INC 95-0407-008 "Central Office Code (NXX), Section 7), will be provided upon request. The Party that initiates a code transfer request from the other Party to itself agrees to pay an NXX Migration charge as set forth in the Pricing Appendix under "OTHER".

## ATTACHMENT 22: DA-FACILITIES BASED SBC KANSAS -PROVIDED DIRECTORY ASSISTANCE

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which SBC KANSAS agrees to provide Directory Assistance (DA) for CLEC as a facilities based switch provider.

- 1.0 SBC KANSAS will provide the following DA Services:
  - 1.1 Local DA consists of providing subscriber listing information (name, address, and published or non-list telephone number or an indication of non-published status) to CLEC's customers who call DA according to current SBC KANSAS methods and practices or as subsequently modified, for the home NPA and/or local/intraLATA serving area, where available. Subscriber listing information for third party CLEC telephone numbers are available only to the extent such telephone numbers are submitted by such CLECs to SBC KANSAS' database.
  - 1.2 Directory Assistance Call Completion (DACC) service consists of SBC KANSAS completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SBC KANSAS will provide DACC to CLEC's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.
    - 1.2.1 SBC KANSAS agrees to provide DACC only in areas where CLEC can furnish Automatic Number Identification (ANI) from CLEC's customers to SBC KANSAS' switch and where CLEC obtains DA service from SBC KANSAS.
    - 1.2.2 Subsequent to the DA query and release of the DA call to SBC KANSAS' IVS, SBC KANSAS will deliver the DACC call with the required signaling and data to CLEC to complete the call.
    - 1.2.3 CLEC commits that SBC KANSAS' provision of DACC does not interfere with any contractual arrangement that CLEC has with another operator services provider. CLEC agrees to indemnify SBC KANSAS from any and all causes of action which may be brought by an alternate operator services provider based on allegations that SBC KANSAS has interfered with any such contractual arrangement solely by virtue of SBC KANSAS' provision of DACC to CLEC under this Attachment.
  - 1.3 National Directory Assistance (NDA). A service whereby callers may request directory assistance information (name, address, telephone numbers) outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
  - 1.4 Reverse Directory Assistance (RDA). An Information Service consisting of providing listed local and national name and address information associated with a telephone number.
  - 1.5 Business Category Search (BCS). A service in which the end user may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.
  - 1.6 Emergency Nonpublished Number Request. A service in which, in the event of an emergency request by a calling party, a Directory Assistance Operator will attempt to reach a nonpublished end user, if that end user's non-published listing has been provided to SBC KANSAS for inclusion in its database, with the calling party's name and number, and a short message about the nature of the emergency, without releasing the nonpublished end user's telephone number to the calling party. SBC KANSAS will attempt to contact the non-published party within 15 minutes. If no contact is made, (i.e. no answer and if no message can be left), the SBC KANSAS operator will try to make contact within the next 12 hours. If a voice mail or answering system is reached, SBC KANSAS will leave the contact information.
- 2.0 **DEFINITIONS - THE FOLLOWING TERMS ARE DEFINED AS SET FORTH BELOW:**

- 2.1 Non-List Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SBC KANSAS DA Operator.
- 2.2 Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SBC KANSAS DA Operator.
- 2.3 Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a SBC KANSAS DA Operator.
- 2.4 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.5 IntraLATA Foreign NPA (FNPA) - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.

### **3.0 CALL BRANDING AND QUOTATION OF CLEC DA RATE INFORMATION**

- 3.1 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC. In all cases the rates quoted to the customer and those applied to the call will be CLEC's. SBC KANSAS will offer Call Branding of DA in the name of CLEC.
  - 3.1.1 CLEC will provide SBC KANSAS with the specific branding phrase to be used to identify CLEC or indicate a silent brand at the CLECs request. The standard phrase will be consistent with the general form and content currently used by CLEC in branding its services. An initial non-recurring charge will apply for loading CLEC's branding information as well as a charge for each subsequent change to CLEC's branding information as provided in appendix Pricing Schedule.
- 3.2 SBC KANSAS Directory Assistance operators will provide Directory Assistance Rate Information upon request to CLEC's end users as required by Section 226(b)(1)(C) of the Act. Rate/Reference information will be provided under the following terms and conditions:
  - 3.3 CLEC will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when such services are to be provided per mutual agreement between the parties.
  - 3.4 CLEC will inform SBC KANSAS, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SBC KANSAS updated Rate information in advance of when the Rates are to become effective.
  - 3.5 In all cases when SBC KANSAS receives a rate request from a CLEC end user, SBC KANSAS will quote the Directory Assistance rates provided by CLEC.
  - 3.6 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Rate information as well as a charge for each subsequent change to CLEC's Directory Assistance Reference information.
  - 3.7 SBC KANSAS will brand Directory Assistance in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement.
  - 3.8 Branding/Silent Announcement load charges are assessed per loaded recording, per switch. (For example, a CLEC Reseller may choose to brand under a different name than its facility-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge). These charges are Nonrecurring and are found in Pricing Schedule.
  - 3.9 Rate/Reference load charges are assessed per loaded set of rates/references, per switch. (For example, a CLEC Reseller may choose to rate differently than its facility-based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded into each switch, each loading incurring the Rate/Reference charge). These charges are

Nonrecurring and are found in Pricing Schedule.

- 3.10 CLEC shall designate which TOPS (Traffic Operator Position System) switches it wants loaded with Branding/Silent Announcement and Rate/References. (For point of reference, a single SBC KANSAS TOPS switch usually covers an entire LATA. For more information, see CLEC online or consult your Account Manager.)

#### **4.0 RESPONSIBILITIES OF SBC KANSAS**

- 4.1 SBC KANSAS will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SBC KANSAS.
- 4.2 SBC KANSAS will provide and maintain its own equipment to furnish DA Services.
- 4.3 SBC KANSAS will provide DA Service to CLEC customers using current and updated DA records and in accordance with SBC KANSAS' current methods, practices, and procedures or as subsequently modified. Such DA Service shall be equivalent to that provided to SBC KANSAS' customers, as documented in SBC KANSAS' tariffs, including permitting multiple end user queries per directory assistance call.
- 4.4 SBC KANSAS will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.
- 4.5 SBC KANSAS will include current CLEC customer listing information in SBC KANSAS' DA database.

#### **5.0 RESPONSIBILITIES OF BOTH PARTIES**

- 5.1 The Party(ies) that provide the circuits between CLEC and SBC KANSAS offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

#### **6.0 RESPONSIBILITIES OF CLEC**

- 6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SBC KANSAS serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.
- 6.2 CLEC will furnish to SBC KANSAS, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information required by SBC KANSAS to provide the service.
- 6.3 CLEC will update end user directory assistance listing information using reporting forms and procedures that are mutually acceptable to both Parties. CLEC will send the DA records to SBC KANSAS via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.
- 6.4 Where CLEC chooses not to customize route the DA calls, CLEC agrees that SBC KANSAS will be the sole provider of DA for one year from the effective date that SBC KANSAS begins providing DA for CLEC in that office. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, whichever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC KANSAS' DA services for a twelve month period, or anytime after CLEC has met the twelve month period, CLEC may terminate use of SBC KANSAS DA services upon one hundred twenty (120) days advance written notice to SBC KANSAS.

#### **7.0 PRICING**

- 7.1 The charges for Directory Assistance are outlined in the Appendix Pricing Schedule.



**8.0 MONTHLY BILLING**

8.1 Billing, non-payment, disconnection, and dispute resolution will be governed by the General Terms and Conditions of this Agreement.

**9.0 LIABILITY**

9.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

## ATTACHMENT 23: OS-FACILITIES BASED

### SBC KANSAS PROVIDED LOCAL & INTRALATA OPERATOR SERVICES

This Attachment 23: OS-Facilities Based to the Agreement sets forth the terms and conditions under which SBC KANSAS agrees to provide local and IntraLATA operator services (Operator Services) for CLEC as a facilities based switch provider. This Attachment applies only to Operator Services provided within a Local Access and Transport Area (LATA).

#### **1.0 SERVICES** - SBC KANSAS will provide the following three tiers of Operator Services:

- 1.1 Fully-Automated - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SBC KANSAS Operator, hereafter called Operator. AABS allows the caller the option of using the AABS audio response system. AABS will be offered in areas where facilities exist and where CLEC has Automatic Number Identification (ANI) equipment and TOUCH-TONE service in place. AABS cannot be activated from a rotary telephone and failure or slow response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have TOUCH-TONE service to accept calls that are billed collect.
- 1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.
- 1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.

#### **2.0 CALL TYPES** - SBC KANSAS will provide to CLEC the call types in Sections 2.1 through 2.7 below:

- 2.1 Fully Automated Collect and Bill to Third-Number Service- This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:
  - 2.1.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
  - 2.1.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.
  - 2.1.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 2.2 Fully Automated Calling Card Service - This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Attachment is one for which SBC KANSAS can perform billing validation.
  - 2.2.1 Semi-Automated Station-To-Station - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:

- 2.2.2 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
- 2.2.3 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 2.3 Semi-Automated Person-To-Person - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include the following situations:
- 2.3.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
- 2.3.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 2.4 Operator Handled Station-To-Station - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 2.5 Operator Handled Person-To-Person - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 2.6 Operator Transfer Service - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in SBC KANSAS' Operator Transfer Service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.
- 2.7 Call Branding/Rate Reference - The process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC, audibly and distinctly to the CLEC customer at the beginning of each OS call. In all cases the rates quoted to the customer and those applied to the call will be CLEC's. SBC KANSAS will offer Call Branding of Operator Services in the name of CLEC or load a silent brand at the CLECs request. For CLECs electing to purchase operator and directory assistance service from SBC KANSAS, the CLEC may request either that SBC KANSAS brand the service in the CLEC's name, or that branding be "silent" (i.e., no name announcement), in accordance with the requirements of 47 C.F.R. 51.217(d).
- 2.7.1 CLEC will provide SBC KANSAS with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by CLEC in branding its services. An initial non-recurring charge will apply for loading CLEC's branding information as well as a charge for each subsequent change to CLEC's branding information as provided in appendix Pricing Schedule.
- 2.8 SBC KANSAS Operator Services operators will provide Operator Services Rates/Reference Information upon request to CLEC's end users.

### **3.0 OTHER OPERATOR ASSISTANCE SERVICES**

- 3.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.
- 3.2 Busy Line Interrupt - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt or the parties interrupted refuse to terminate the conversation in progress.
- 3.3 Handling of Emergency Calls To Operator - To the extent CLEC's NXX encompasses multiple emergency agencies, SBC KANSAS will agree to query the caller as to his/her community and to transfer the caller to the appropriate emergency agency for the caller's community. CLEC will provide to SBC KANSAS the communities associated with CLEC's NXX(s).
- 3.4 Calling Card - Calls billed to a CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.
- 3.5 CLEC will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when such services are to be provided per mutual agreement between the parties.
- 3.6 CLEC will inform SBC KANSAS, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SBC KANSAS updated Rate information in advance of when the Rates are to become effective.
- 3.7 In all cases when SBC KANSAS receives a rate request from a CLEC end user, SBC KANSAS will quote the Operator Services rates provided by CLEC.
- 3.8 An initial non-recurring charge will apply for loading CLEC's Operator Services Rate information as well as a charge for each subsequent change to CLEC's Operator Services Reference information.
- 3.9 In the event of an emergency request by a calling party, an Operator will attempt to reach a nonpublished end user, if that end user's non-published listing has been provided to SBC KANSAS for inclusion in its database, with the calling party's name and number, and a short message about the nature of the emergency, without releasing the nonpublished end user's telephone number to the calling party. SBC KANSAS will attempt to contact the non-published party within 15 minutes. If no contact is made, (i.e. no answer and if no message can be left), the SBC KANSAS operator will try to make contact within the next 12 hours. If a voice mail or answering system is reached, SBC KANSAS will leave the contact information.

### **4.0 RESPONSIBILITIES OF SBC KANSAS**

- 4.1 SBC KANSAS will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.
- 4.2 Facilities necessary for SBC KANSAS to provide Operator Services to CLEC will be provided by SBC KANSAS using standard trunk traffic engineering procedures to ensure that the objective grade of service is met.

- 4.3 SBC KANSAS will provide Operator Services in accordance with the operator methods and practices in effect for SBC KANSAS at the time the call is made, unless otherwise agreed in writing by both Parties.
- 4.4 SBC KANSAS will accumulate and provide CLEC such data as necessary for CLEC to verify traffic volumes and bill its customers.
- 4.5 SBC KANSAS will deliver the call with the required signaling and data to CLEC to complete the call.

## **5.0 RESPONSIBILITIES OF BOTH PARTIES**

- 5.1 The Party(ies) that provide the circuits between CLEC and SBC KANSAS offices will make such circuits available for use in connection with the OS services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary:

## **6.0 RESPONSIBILITIES OF CLEC**

- 6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SBC KANSAS serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.
- 6.2 CLEC will furnish in writing to SBC KANSAS, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by SBC KANSAS to provide the Service.
- 6.3 CLEC will furnish all records required by SBC KANSAS to provide the Operator Services. Such records, or information, will include CLEC's rate quotation tables and any other information required by SBC KANSAS. CLEC will provide the initial data by a date mutually agreed to between CLEC and SBC KANSAS. CLEC will keep this data current using procedures mutually agreed to by CLEC and SBC KANSAS. CLEC will provide all data and changes to SBC KANSAS in the mutually agreed to format(s).
- 6.4 Where CLEC chooses not to customize route the OS calls, CLEC agrees that SBC KANSAS will be the sole provider of OS for one year from the effective date that SBC KANSAS begins providing OS for CLEC in that office. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, whichever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC KANSAS' DA services for a twelve month period, or anytime after CLEC has met the twelve month period, CLEC may terminate use of SBC KANSAS DA services upon one hundred twenty (120) days advance written notice to SBC KANSAS.

## **7.0 PRICING**

- 7.1 The rates for the Operator Services provided are outlined in the Appendix Pricing Schedule.

## **8.0 MONTHLY BILLING**

- 8.1 Billing, non-payment, disconnection, and dispute resolution will be governed by the General Terms and Conditions of this Agreement.

8.2 SBC KANSAS will forward with Directory Assistance and Operator Services calls from CLEC customers the appropriate line data required by CLEC to identify the type of line for the purposes of call handling and recording.

**9.0 LIABILITY**

9.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

## ATTACHMENT 24: RECORDING-FACILITIES BASED

This Attachment 24: Recording-Facility Based to the Agreement sets forth the terms and conditions under which SBC-KANSAS will provide recording, message processing and message detail services as described in total in Exhibit I and Exhibit II. Exhibit I and II are attached hereto and made a part of this Attachment by reference. The terms and conditions under this Attachment will also apply when the Facility-Based Provider is the Recording Company.

### 1.0 DEFINITIONS

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

- 1.1 Access Usage Record (AUR) - A message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 1.2 Assembly and Editing - The aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.
- 1.3 Centralized Message Distribution System (CMDS) - The national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between SBC KANSAS and CLEC via the CMDS host.
- 1.4 Data Transmission - The forwarding by SBC KANSAS of IXC transported access usage record detail in EMI format over data lines or on magnetic tapes to CLEC via the CMDS host.
- 1.5 Exchange Message Interface (EMI) - Industry standard message format as described in accordance with the Bellcore Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 1.6 Interexchange Carrier (IXC) - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. (In some states IXCs are permitted to operate within a LATA.)
- 1.7 Interexchange Carrier Transported - Telecommunications services provided by an IXC or traffic transported by facilities belong to an IXC.
- 1.8 Message Processing - The creation of individual EMI formatted Access Usage Records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure the AURs are consistent with CMDS specifications.
- 1.9 Originating Local Exchange Carrier Company - The company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 1.10 Provision of Message Detail - The sorting of all AUR detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SBC KANSAS' internal network or national CMDS.
- 1.11 Record - A logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 1.12 Recording - The creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

- 1.13 Service Switching Point (SSP) - A signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.14 Switching Control Point (SCP) - The real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 1.15 800 SCP Carrier Access Usage Summary Record (SCP Record) - A summary record which contains information concerning the quantity and types of queries launched to a SBC KANSAS SCP.
- 1.16 Terminating Local Exchange Carrier Company - The company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

## **2.0 RESPONSIBILITIES OF THE PARTIES**

- 2.1 SBC KANSAS will record all IXC transported messages as specified by CLEC on Exhibit II that are carried over all Feature Group Switched Access Services that are available to SBC KANSAS provided recording equipment or operators. Unavailable messages (i.e., certain operator messages which are not accessible by SBC KANSAS-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SBC KANSAS.
- 2.2 SBC KANSAS will perform assembly and editing, message processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by SBC KANSAS.
- 2.3 SBC KANSAS will provide AURs that are generated by SBC KANSAS.
- 2.4 Assembly and editing will be performed on all IXC transported messages recorded by SBC KANSAS, during the billing period established by SBC KANSAS and selected by CLEC from Appendix II.
- 2.5 Standard EMI record formats for the provision of access usage record detail will be established by SBC KANSAS and provided to CLEC.
- 2.6 Recorded AUR detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 2.7 SBC KANSAS will provide AUR detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties.
- 2.8 In Exhibit II, CLEC will identify separately the location where the tapes and any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. SBC KANSAS reserves the right to limit the frequency of transmission to existing SBC KANSAS processing and work schedules, (holidays, etc., i.e., holidays, weekends).
- 2.9 SBC KANSAS and CLEC will mutually agree to follow CMDS industry standards for the packaging of records which determine the number of magnetic tapes or data files required to provide the AUR detail to CLEC.
- 2.10 Recorded AUR detail previously provided CLEC and lost or destroyed through no fault of SBC KANSAS will not be recovered and made available to CLEC except on an individual case basis at a cost determined by SBC KANSAS.
- 2.11 SBC KANSAS will record the applicable detail necessary to generate AUR and forward them to CLEC for its use in billing access to the IXC.
- 2.12 When CLEC is the Recording Company, the CLEC agrees to provide its recorded billable messages detail and access usage record detail data to SBC KANSAS under the same terms and conditions of this Attachment.



### **3.0 BASIS OF COMPENSATION**

- 3.1 SBC KANSAS as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this Attachment on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide any and all Access Usage Records (AURs) required by SBC KANSAS on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

### **4.0 LOSS OF USAGE**

- 4.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 4.2 When either party is notified that, due to error or omission, incomplete data has been provided to non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to non-Recording Company CLEC. If written notification is not received within sixty (60) days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.
- 4.3 If, despite timely notification by the non-Recording Company, AUR detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of AUR detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability will be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost AUR detail.
- 4.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the nonreceipt of data.

### **5.0 INDEMNIFICATION**

- 5.1 Except as otherwise expressly provided in this Attachment, Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

### **6.0 WARRANTIES**

SBC KANSAS ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

## EXHIBIT I SERVICES

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

### EXPLANATION OF SERVICE OPTIONS

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

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

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

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

#### 800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

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

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

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

## EXHIBIT II INVOICE DESIGNATION

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

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

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

AUR INVOICE INTERVAL:

Check One:

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

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

## ATTACHMENT 25: xDSL

### 1.0 INTRODUCTION<sup>1</sup>

- 1.1 SBC KANSAS agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and xDSL Subloop offerings) in accordance with the terms and conditions set forth in this xDSL Attachment and the FCC's Triennial Review Order and associated lawful and effective implementing rules, 47 C.F.R. § 51.319(a)(1)(i), (iii) and (iv) and (b)(1), as such rules may be modified from time to time, and the general terms and conditions applicable to UNEs under this Agreement and at the rates set forth in the Appendix Pricing, Schedule of Prices of this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to end user customers.
- 1.2 Nothing in this Attachment shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Attachment also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.

### 2.0 DEFINITIONS

Except as may otherwise be noted in an Appendix to this Attachment, the following definitions apply to this Attachment and its Appendices:

- 2.1 An "xDSL-Capable Loop" is a loop that supports the provision of high-speed data transmission services using any of xDSL technologies.
- 2.1.1 For purposes of this Attachment, an "xDSL Loop" is defined as a 2-wire or 4-wire copper local loop transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises, that may be conditioned at CLEC's request, in order for CLEC to provide xDSL-based services over such loop.
- 2.1.2 For purposes of this Attachment and as provided for in 47 C.F.R. Section 51.319(b), as such rule may be modified from time to time, an "xDSL Subloop" is defined as any distribution portion of a 2-wire or 4-wire copper loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in SBC KANSAS' outside plant and the demarcation point at an end-user customer premise, that may be conditioned at CLEC's request in order for CLEC to provide xDSL-based services over such Subloop. Subloops are also more specifically addressed in the subloop provisions applicable to this Agreement. A point of technically feasible access is any point in SBC KANSAS' outside plant where a technician can access the copper wire within a cable without removing a splice case as more fully defined in Attachment UNE-Appendix Subloop. The subloop and collocation provisions set forth elsewhere in this Agreement (e.g., the Attachment UNE Appendix Subloop and Attachment Collocation) will also apply to the xDSL Subloop. If there is any conflict between the provisions set forth in this Attachment as to the xDSL Subloop and the provisions set forth elsewhere in this Agreement specific to subloops, the subloop-specific language set forth elsewhere in this Agreement (e.g. the Appendix Subloop shall control).
- 2.2 The term "conditioning" as used herein shall refer to the removal by SBC KANSAS of load coils, bridged tap, and/or repeaters on an xDSL Loop or xDSL Subloop, upon request by CLEC at the conditioning rates set forth in the Appendix Pricing, Schedule of Prices of this Agreement ("Pricing Schedule") and Appendix

<sup>1</sup> The inclusion of the provisions above with asterisks in this Attachment xDSL shall not constitute a waiver by either party as to their respective positions as to whether such provisions are required to be offered under Sections 251(b) or (c) of the Act and are subject or not subject to Section 251/252 negotiation and arbitration. Rather, in agreeing not to dispute the inclusion of the subject provisions in this Attachment xDSL, both Parties do not waive, but instead fully reserve all of their rights, arguments and positions in any pending or future regulatory or judicial proceedings and in any future negotiations or pending negotiations as to whether the subject provisions are or are not subject to Sections 251 and 252 of the Act, including without limitation, negotiation and arbitration under Sections 251/252 of the Act. The inclusion of these provisions in this Attachment xDSL and resolution by the Parties as to these provisions shall not constitute a concession or admission by either Party and may not be introduced by one party as to the other to attempt to show the consent or waiver by one party as to its position(s) in this regard.

RABT-MMP, and subject to the terms and conditions set forth herein below. Bridged tap may be "excessive" or "non-excessive" as defined below.

- 2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).
- 2.4 Intentionally left blank
- 2.5 The term "excessive bridged tap" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.
- 2.6 The term "non-excessive bridged tap" as used herein shall refer to bridged tap 2,500 feet in total length or less.
- 2.7 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.
- 2.8 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.7 of this Attachment. Deployment of non-standard xDSL-based technologies is allowed and encouraged by this Agreement.
- 2.9\* "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF) or, in the case of Subloops, from the demarcation point to CLEC's Subloop Access Arrangement or Engineering Controlled Splice (as defined in Attachment UNE—Appendix Subloop).
- 2.10\* "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF, or, in the case of Subloops, from the demarcation point to CLEC's Subloop Access Arrangement or Engineering Controlled Splice (as defined in Attachment UNE—Appendix Subloop), by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."
- 2.11\* "Acceptance Testing" shall be defined as the joint testing for xDSL Loops or xDSL Subloops between SBC KANSAS' Technician, its Local Operations Center ("LOC"), and the CLEC's designated test representative for the purpose of verifying Continuity as more specifically described in Section 7.0 below.
- 2.12 "Actual Loop Length" for purposes of this Appendix refers to the total physical length of a copper loop between the SBC KANSAS Main Distribution Frame ("MDF") and the terminal location serving an End User. Any additional length attributable to central office wiring, drop wiring, bridged tap, and inside wiring ("wiring") at an End User customer's location is not included in the calculation of Actual Loop Length.
- 3.0 GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED XDSL LOOPS AND XDSL SUBLOOPS**
- 3.1 SBC KANSAS is not in any way permitted to limit xDSL loops or xDSL Subloops to the provision of ADSL.
- 3.2 SBC KANSAS will not impose limitations on the transmission speeds of xDSL services. SBC KANSAS will not restrict CLEC's services or technologies to a level at or below those provided by SBC KANSAS.
- 3.3 SBC KANSAS will provide an xDSL Loop or xDSL Subloop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.
- 3.4 SBC KANSAS shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment unless it has demonstrated to the Commission that CLEC's deployment of the specific loop

technology will significantly degrade the performance of other advanced services or traditional voice band services in accordance with FCC orders. SBC KANSAS will provide CLEC with notice prior to seeking relief from the Commission under this Section.

- 3.5 In the event CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere CLEC will provide documentation describing that action to SBC KANSAS and the Commission before or at the time of its request to deploy that technology in KANSAS. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.
- 3.6 Parties to this Attachment agree that unresolved disputes arising under this Attachment will be handled under the Dispute Resolution procedures set forth in this Agreement.
- 3.7 Liability
- 3.7.1 Notwithstanding any other provision in this Attachment, SBC KANSAS and CLEC each agree that should it cause or allow any non-standard xDSL technologies to be deployed or used in connection with or on SBC KANSAS facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.
- 3.7.2 For any technology, CLEC's use of any SBC KANSAS network element, or of its own equipment or facilities in conjunction with any SBC KANSAS network element, will not materially interfere with or impair service over any facilities of SBC KANSAS, its affiliated companies or connecting and concurring carriers involved in SBC KANSAS services, cause damage to SBC KANSAS' plant, impair the privacy of any communications carried over SBC KANSAS' facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SBC KANSAS may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. SBC KANSAS will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that its use of the network element is not the cause of the network harm. If SBC KANSAS does not believe CLEC has made the sufficient showing that it is not the cause of the harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Agreement. Any claims of network harm by SBC KANSAS must be supported with specific and verifiable supporting information.
- 3.8 Indemnification
- 3.8.1 Covered Claim: Notwithstanding any other provision in this Attachment, each Party ("Indemnifying Party") will indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, claim or damage ("Loss"), including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability), to the extent such Loss arose from or was caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party.
- 3.8.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party shall assume all costs of the defense of any Covered Claim and any Loss indemnified pursuant to Section 3.8.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such Claims.
- 3.8.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to

Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnitee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.8.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under Section 3.8.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability.

3.9 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

#### 4.0 UNBUNDLED XDSL-CAPABLE LOOP AND SUBLOOP OFFERINGS

##### 4.1 xDSL-Capable Loops and Subloops

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop that supports the transmission of Digital Subscriber Line (DSL) technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridged tap on an existing loop is optional, subject to conditioning charges and will be performed by SBC KANSAS at CLEC's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule shall apply to this 2-Wire xDSL Loop.

4.1.2 IDSL Loop: An IDSL Loop for purposes of this Section is a 2-Wire IDSL digital loop transmission facility which supports IDSL-based services. (The terms and conditions for the 2-Wire Digital Loop are set forth in the Attachment UNE to this Agreement.) This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. SBC KANSAS has advised CLEC, through the Accessible Letter or alternative process, which SBC KANSAS central offices are IDSL-capable. CLEC shall only order IDSL Loops in those central offices which SBC KANSAS has advised are IDSL-capable. The rates set forth in the Pricing Schedule shall apply to this IDSL Loop.

4.1.3 4-Wire xDSL Loop: A 4-wire xDSL loop for purposes of this section, is a copper loop that supports the transmission of DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters and/or excessive bridged tap (bridge tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridged tap on an existing loop is optional and will be performed by SBC KANSAS at CLEC's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.

4.1.4 4-Wire Digital Loop: See Attachment 6: UNE.

4.1.5 xDSL Subloop: An xDSL Subloop for purposes of this Attachment is as defined above in Section 2.1.2. The 2-wire or 4-wire xDSL Loop types listed above may be ordered as an xDSL Subloop, subject to the conditions specified above for that loop type. An xDSL Subloop will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridged tap on an existing subloop is



optional, subject to conditioning charges and will be performed by SBC KANSAS at CLEC's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule shall apply to xDSL Subloops.

- 4.2 SBC KANSAS shall be under no obligation to provision xDSL-capable Loops or Subloops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of the CLEC as provided in Section 6 below.
- 4.3 CLEC will not be required to specify a type of xDSL to be ordered. However, for each loop or subloop, CLEC should at the time of ordering notify SBC KANSAS as to the type of PSD mask CLEC intends to use, and if and when a change in PSD mask is made, CLEC will notify SBC KANSAS. Upon request by CLEC, SBC KANSAS should disclose to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. SBC KANSAS will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide SBC KANSAS with a technical description of the technology (including power mask) for the inventory purposes. SBC KANSAS will keep such information confidential and will take all measures to ensure that CLEC's xDSL Loop/xDSL Subloop Local Service Request (LSR), its ordering information and its deployment information is neither intentionally nor inadvertently revealed to any part of SBC KANSAS' retail operations, to any affiliate(s), or to any other CLEC without prior authorization from CLEC. Additional information on the use of PSD masks can be found in Section 10.1 below.
- 4.4 In the event that SBC KANSAS rejects a request by CLEC for an xDSL Loop or xDSL Subloop, including, but not limited to denial due to fiber, DLC, or DAML facility issues, SBC KANSAS will disclose to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops or sub-loops, including the specific reason for the denial, within 48 hours of the denial. SBC KANSAS will also file the reason for rejection with the Kansas Corporation Commission in Project No. 21696. In no event shall the denial be based on loop length. If there is any dispute between the Parties with respect to this Section, SBC KANSAS will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.
- 4.5 SBC KANSAS will not deny CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
- 4.5.1 Upon request by CLEC, SBC KANSAS will cooperate in the testing and deployment of new xDSL technologies on a time and materials basis, or may direct CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.
- 4.5.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, SBC KANSAS will provide a loop or subloop to support the new technology for CLEC as follows:
- 4.5.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop or subloop [as defined in this Attachment], then SBC KANSAS will provide with the xDSL loop or subloop at the same rates listed for a 2-Wire or 4-Wire xDSL loop or subloop and associated loop conditioning as needed (pursuant to Section 6 below). SBC KANSAS' ordering procedures and provisioning intervals will remain substantially the same, as for its 2-Wire or 4-Wire xDSL loop or subloop even though the xDSL loop or subloop is now capable of supporting a new xDSL technology.

- 4.5.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop or subloop [as defined in this Attachment], the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop or subloop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop or subloop capable of supporting the proposed xDSL technology shall be resolved pursuant to the Dispute Resolution process provided for in this Agreement.
- 4.6 Technologies deployed on copper loops must be in compliance with applicable national industry standards and/or requirements established during the Kansas Commission's Section 271 proceeding, e.g., standards set by the Section 271 DSL Working Group; provided, however, CLEC can deploy technologies under Section 4.5 above for which applicable national standards have not been adopted.
- 4.7 If SBC KANSAS or another carrier claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then SBC KANSAS or that other carrier that is claiming degradation is occurring must notify CLEC and CLEC must cooperate with SBC KANSAS or the other claiming carrier to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that SBC KANSAS or another carrier demonstrates to the Commission that CLEC's deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLEC shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.
- 4.8 Each party must abide by Commission or FCC-approved spectrum management standards. SBC KANSAS shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission prior to use.
- 4.9 SBC KANSAS shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL, if any, that would adversely affect wholesale xDSL services or xDSL providers.
- 5.0 OPERATIONAL SUPPORT SYSTEMS: LOOP MAKE-UP INFORMATION AND ORDERING**
- 5.1 General: SBC KANSAS will provide CLEC with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing for xDSL Loops and Subloops. CLEC will be given nondiscriminatory access to the same loop makeup information that SBC KANSAS is providing any other CLEC and/or SBC KANSAS or its advanced services affiliate. This includes any operations support systems containing loop make-up information provided by SBC KANSAS to SBC KANSAS' service representatives and/or SBC KANSAS' internal engineers and/or by SBC KANSAS' advanced services affiliate to provision its own retail xDSL service.
- 5.2 In connection with xDSL Loop and xDSL Subloops, SBC KANSAS shall provide actual, real-time loop makeup information to CLEC via the loop qualification process.
- 5.3 Loop Qualification: SBC KANSAS will provide access to its existing Datagate and EDI interfaces that will allow CLECs, as well as SBC KANSAS' retail operations or its advanced service affiliate, to have real-time electronic access as a preordering function to the Loop Makeup Information, when such information is contained in SBC KANSAS' electronic databases. If a CLEC elects to have SBC KANSAS provide actual Loop Makeup Information through a manual process for information that is not available electronically, then the interval will be 3 business days or the interval provided to SBC KANSAS' advanced services affiliate, whichever is less.
- 5.4 Loop makeup data is expected by the Parties to include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridged taps, load coils, and repeaters; (e) the presence, location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. SBC KANSAS also shall provide to CLEC any other loop makeup information listed on the individual loop record but not listed above.

- 5.5 Where SBC KANSAS has not compiled Loop Makeup Information for itself, SBC KANSAS is not required to conduct a plant inventory and construct a database on behalf of CLEC. If SBC KANSAS has manual access to this sort of information for itself, or any affiliate, SBC KANSAS will provide access to it to CLEC on a non-discriminatory basis. To the extent SBC KANSAS has access to this information in an electronic format, that same format should be made available to CLEC via an electronic interface.
- 5.6 SBC KANSAS will provide electronic access to its existing EDI and WebLex ordering interfaces needed for efficient provisioning of advanced services such as xDSL.
- 6.0 PROVISIONING/REQUESTING CONDITIONING AS PART OF CLEC'S ORDER**
- 6.1 CLEC shall designate, at CLEC's sole option, what loop conditioning (i.e., the removal of excessive bridged tap, load coils and/or repeaters) SBC KANSAS is to perform in provisioning the requested loop or subloop. Conditioning may be ordered on loop(s) or subloop(s) of any length to remove excessive bridged tap, load coils and/or repeaters at the loop conditioning rates set forth in the Pricing Schedule. Alternatively, CLEC may choose to order a loop or subloop "as is" in which case, the terms and conditions set out in optional Appendix YZP shall apply.
- 6.2 With respect to any CLEC request for loop conditioning to remove bridged tap on a loop or subloop under this Attachment, the following will apply:
- 6.2.1 SBC KANSAS will remove any excessive bridged tap on the loop or subloop so that the loop or subloop is conditioned to meet applicable industry standards. For loops that are less than a distance of 12,000 feet in Actual Loop Length between the SBC KANSAS Central Office and the end user customer's premises SBC KANSAS shall condition xDSL Loops and xDSL Subloops to remove Excessive Bridged Tap, load coils and/or repeaters at no charge to CLEC.
- 6.2.2 If CLEC requests conditioning to remove bridged tap, load coil and/or repeaters on an xDSL Loop where the Actual Loop Length is 12,000 feet or greater, SBC KANSAS shall condition the loop as requested to produce a "clean loop" at the rates set out in the Pricing Schedule. If CLEC requests conditioning to remove bridged tap, load coil and/or repeaters on an xDSL Subloop or xDSL Loop where the Actual Loop Length is 12,000 feet or greater, SBC KANSAS shall condition the xDSL Loop or xDSL Subloop as requested to produce a "clean xDSL Loop or xDSL Subloop" at the rates set out in the Pricing Schedule. A request to remove all or non-excessive bridged tap for xDSL Loops and xDSL Subloops is subject to the time frames for completion and the notification requirements regarding impossibility of removal that are set out in Appendix RABT-MMP, Section 3.3.
- 6.3 Intentionally left blank
- 6.4 The provisioning and installation interval for xDSL Loops, where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 3-5 business days, or the provisioning and installation interval applicable to SBC KANSAS' tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL Loops where conditioning is requested, on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to SBC KANSAS' tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. Orders for more than 20 loops per order or per End-User location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed to by the Parties in each instance. These provisioning intervals are applicable to every xDSL loop regardless of the loop length. Upon completion of the Subloop Access Arrangement and engineering design, the intervals (quantity and conditioning) for xDSL Subloops will be the same as the intervals set forth above for xDSL Loops.
- 6.5 Subsequent to CLEC's submission of the initial order for a xDSL Loop or xDSL Subloop, additional conditioning for the removal of excessive bridged tap, load coils and/or repeaters may be requested on such loop at the rates set forth in the Pricing Schedule and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL Loop or

xDSL Sub-loop order, no additional service order charges shall be assessed, but the due date may be adjusted as necessary to meet standard offered provisioning intervals. After an order has been completed, CLEC may request the removal of all or non-excessive bridged tap, load coils and repeaters via a trouble ticket; the process, procedures and rates set out in Appendix RABT-MMP shall apply in addition to any applicable rates in this Attachment. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, CLEC agrees that standard offered intervals do not constitute performance measure commitments. Performance measures, if any, applicable to provisions of this Attachment are contained in Attachment 17: Performance Measures of this Agreement.

6.6 CLEC, at its sole option, may request shielded cross-connects for central office wiring at rates set forth in Pricing Schedule.

## 7.0\* ACCEPTANCE TESTING

7.1\* Should CLEC desire Acceptance Testing, CLEC shall request such testing on a per xDSL loop or xDSL subloop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

7.2\* Acceptance Testing Procedure:

7.2.1\* Upon delivery of a loop or subloop to CLEC, SBC KANSAS' field technician will call the Local Operations Center (LOC) and the LOC technician will call a toll free number provided by CLEC to initiate performance of a series of Acceptance Tests.

7.2.1.1\* Except for IDSL loops or subloops that are provisioned through repeaters or digital loop carriers, the SBC KANSAS field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

7.2.1.2\* For IDSL loops or subloops that are provisioned through repeaters or digital loop carriers, the SBC KANSAS field technician will not perform a short or open circuit.

7.2.2\* If the loop passes the "Proof of Continuity" parameters, as defined by this Attachment for xDSL loops, CLEC will provide SBC KANSAS with a confirmation number and SBC KANSAS will complete the order. CLEC will be billed and shall pay for the Acceptance Test as specified below under Acceptance Testing Billing.

7.2.3\* If the Acceptance Test fails loop continuity test parameters, as defined by this Attachment for xDSL loops, the LOC or field technician will take reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the SBC KANSAS technician will release the CLEC technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SBC KANSAS will contact CLEC to repeat the Acceptance Test. When the aforementioned test parameters are met, CLEC will provide SBC KANSAS with a confirmation number and SBC KANSAS will complete the order. If SBC KANSAS determines loop continuity parameters are met, SBC KANSAS may close the order. SBC KANSAS will not complete an order that fails Acceptance Testing.

7.2.4\* Until such time as CLEC and SBC KANSAS agree, or industry standards establish, that their test equipment can accurately send signals through repeaters or digital loop carriers, CLEC will accept IDSL loops or subloops without testing the complete circuit. Consequently, SBC KANSAS agrees that should CLEC open a trouble ticket on such a loop or subloop within ten (10) business days (that is the fault of SBC KANSAS), SBC KANSAS will adjust CLEC's bill and refund the recurring charge of such a loop until SBC KANSAS has resolved the problem and closed the trouble ticket.

7.2.5\* SBC KANSAS will be relieved of the obligation to perform Acceptance Testing on a particular loop or subloop and will, assume acceptance of the loop or subloop by CLEC when CLEC places the SBC KANSAS LOC or field technician on hold for over ten (10) minutes. In that case, SBC KANSAS may close the order utilizing existing procedures. Except as otherwise provided in this Attachment, if no trouble ticket is opened on that loop or subloop within 24 hours, SBC KANSAS may bill and CLEC shall pay as if the Acceptance

Test had been completed and the loop or subloop accepted. If, however, a trouble ticket is opened on the loop or subloop within 24 hours and the trouble resulted from SBC KANSAS error, CLEC will be credited for the cost of the acceptance test. Additionally, CLEC may subsequently request and SBC KANSAS will perform testing of such a loop or subloop under the terms and conditions of a repair request. If such loop or subloop is found by SBC KANSAS to not meet loop continuity test parameters as defined herein, SBC KANSAS will not charge for any acceptance testing performed on the repair call.

7.2.6\* If a trouble ticket is opened within 24 hours of a loop or subloop order completion, and the trouble is determined to be SBC KANSAS' error, SBC KANSAS will credit CLEC for any charge(s) previously assessed to CLEC for the test.

7.2.7\* Both Parties will work together to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any commission-ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require SBC KANSAS to expend additional time and expense.

7.3\* Acceptance Testing Billing

7.3.1\* CLEC will be billed for Acceptance Testing upon the effective date of this Attachment for loops and subloops that are installed correctly by the committed interval without the benefit of corrective action performed by SBC KANSAS due to acceptance testing. In particular, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the SBC KANSAS technician time involved, pursuant to the FCC tariffed rates set forth in FCC Tariff No. 73, Section 13.4.4; provided, however, the tariffed rates referenced shall be deemed to be automatically revised and updated in the event that the referenced tariff rates are modified during the term of this Agreement. If requested by CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime charges calculated at one and one half times the standard price and premium time as provided for in such tariff.

## 8.0\* COOPERATIVE TESTING

8.1\* The charges for Cooperative Testing shall be the same as provided for in Section 7.3.1 above. If requested by CLEC, Overtime or Premium time charges will apply for Cooperative Testing requests in off hours at overtime time and premium time tariffed charges referenced above.

8.2 Intentionally left blank.

8.3\* Should CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop or subloop upon issuance of the trouble ticket.

8.4\* If the trouble ticket was opened without a request for Cooperative Testing, and CLEC should determine that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a trouble ticket commitment date will be calculated to account for the additional work.

## 8.5\* COOPERATIVE TESTING PROCEDURE

8.5.1\* The SBC KANSAS field technician will call the LOC and the LOC will contact CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

8.5.2\* If the loop or subloop passes the "Proof of Continuity" parameters, as defined by this Attachment for xDSL capable loops or subloops, the technician will close out the trouble report and the LOC will bill and CLEC shall pay for the Cooperative Test as provided for in Section 7.3.1 above.

8.5.3\* If the Cooperative testing fails "Proof of Continuity" parameters, as defined by this Attachment for xDSL capable loops or subloops, the LOC technician will take any reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work reasonably necessary to bring the loop or subloop to standard continuity parameters as defined by this Attachment for xDSL capable loops or

subloops. When the aforementioned test parameters are met, the LOC will contact CLEC for another Cooperative Test.

- 8.5.4\* SBC KANSAS will be relieved of the obligation to perform Cooperative Testing on a particular loop or subloop and will assume acceptance of the test by CLEC when CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. SBC KANSAS may then close the trouble ticket, document the time and reason, and may bill CLEC, and CLEC shall pay, as if the Cooperative Test had been completed as provided for in Section 7.3.1 above.

## 9.0 SERVICE QUALITY AND MAINTENANCE

- 9.1 Intentionally left blank.

9.2 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops or subloops in excess of 12,000 feet will only be provided on a time and material basis as provided for in Section 7.3.1 above. On loops or subloops where CLEC has requested that no conditioning be performed, SBC KANSAS' maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, SBC KANSAS will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

9.3 For loops or subloops currently in service where trouble ticket resolution has identified that excessive bridged tap (bridged tap in excess of 2,500 feet), load coils and/or repeaters are present on the loop or subloop and transferring to a new loop or subloop is a solution identified by SBC KANSAS to resolve the trouble ticket, SBC KANSAS, at its sole option may perform a line and station transfer ("LST") to resolve and close out the identified trouble. In the event that a request for conditioning is received from CLEC on a loop or subloop currently in service and SBC KANSAS determines that an LST can be performed, the appropriate SBC KANSAS Local Operations Center ("LOC") will contact CLEC to inform it that an LST will be performed in lieu of CLEC's requested conditioning. In such cases where SBC KANSAS elects to perform an LST to resolve the identified trouble, CLEC will be billed and shall pay for such LST as outlined in the Pricing Schedule, but shall not be obligated to pay any maintenance or trip charges for SBC KANSAS' technicians to identify the problem. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an SBC KANSAS network-related problem, CLEC will not be charged the LST rate or for SBC KANSAS' resolution of the trouble. If, however, the trouble is found to be a CPE or a non-SBC KANSAS network-related problem, then a Maintenance of Service and/or Time and Materials charge set forth in FCC Tariff No. 73, Section 13.4.4 will apply in addition to the LST charge. If an LST is performed, SBC KANSAS shall work diligently to minimize end-user customer service outage.

- 9.4 Each xDSL-Capable Loop or Subloop offering provided by SBC KANSAS to CLEC will be at least equal in quality and performance as that which SBC KANSAS provides to itself or to an affiliate.

## 10.0 SPECTRUM MANAGEMENT

10.1 The parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. § 51.231-233, as such rules may be modified from time to time. CLEC will advise SBC KANSAS of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology to be used. CLEC, at its option and without further disclosure to SBC KANSAS, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering an xDSL loop or subloop, CLEC will notify SBC KANSAS as to the type of PSD mask CLEC intends to use on the ordering form and, if and when a change in PSD mask is made, CLEC will notify SBC KANSAS as set forth in Section 4.3 above. CLEC will abide by standards pertinent for the designated PSD mask type.

10.2 SBC KANSAS shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program. SBC KANSAS may not segregate or reserve loop binder groups, pair ranges or pair complements exclusively for the provisioning of ADSL and/or POTS

services to the exclusion of other xDSL technologies. SBC KANSAS may not segregate xDSL technologies into designated loop binder groups, pair ranges or pair complements without prior Commission review and approval. SBC KANSAS will not impose restrictions, on use of loop pairs for non-ADSL xDSL services, either through designations in the LFACS and LEAD databases or by the rules in LFACS limiting deployment of non-ADSL xDSL services to certain loop pair ranges. SBC KANSAS will not deny requests for loops or subloops based on spectrum management issues.

- 10.3 In the event that a loop technology without national industry standards for spectrum management is deployed, SBC KANSAS, CLECs and the Commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services. These standards are to be used until such time as national industry standards exist. CLECs that offer xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the Commission, or by the Commission in the absence of industry agreement, may order local loops or subloops based on agreed-to performance characteristics. SBC KANSAS will assign the local loop or subloop consistent with the agreed-to spectrum management standards.
- 10.4 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, SBC KANSAS and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.
- 10.5 In such case, SBC KANSAS will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by SBC KANSAS, as well as competitively neutral as between different xDSL services. Where disputes arise, SBC KANSAS and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, SBC KANSAS will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant, if any.
- 10.6 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if SBC KANSAS and/or CLEC is providing xDSL technologies deployed under Section 4.0 above, or other advanced services for which there is no standard, then SBC KANSAS and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

## 11.0 PRICING

- 11.1 The rates for xDSL Loops, xDSL Subloops, Loop Qualification – Manual, Loop Conditioning, xDSL cross-connects – standard xDSL cross-connects – shielded and for Loop Qualification – Mechanized are set forth in the Appendix Pricing, Schedule of Prices of the Agreement. The Parties further understand and agree that nothing in this Attachment or Agreement shall foreclose and/or otherwise affect either Party's rights to retroactive true-up for any interim rates for xDSL capable loops and associated offerings (e.g., loop qualification, loop conditioning, xDSL cross-connects, etc.), to which it may be entitled for the period prior to the effective date of this Agreement.
- 11.2 SBC KANSAS will make "clean loops" and "clean subloops" available for all xDSL services and use by all xDSL providers. When CLEC orders an xDSL Loop or xDSL Subloop, SBC KANSAS will make available for use on a nondiscriminatory basis loops and subloops that do not need conditioning. If no "clean loops" or "clean subloops" are available for use, then the conditioning charges set forth in the Pricing Schedule shall apply. SBC KANSAS' retail and/or advanced services affiliate shall not be given preferential access to

"clean loops," or "clean subloops" nor shall such "clean loops" or "clean subloops" be reserved exclusively for ADSL services.

- 11.3 The conditioning charges, set forth in the Pricing Schedule, are applicable to every xDSL Loop and xDSL Subloop as to a loop that is 12,000 feet in Actual Loop Length or greater for which CLEC requests the removal of excessive bridged tap, load coils, and/or repeaters and the RABT-MMP Appendix for removal of non-excessive bridged tap.

**12.0 RESERVATION OF RIGHTS/INTERVENING LAW**

- 12.1 The Parties acknowledge and agree that the intervening law language set forth in Section 23 of the General Terms and Conditions of this Agreement shall apply to all of the rates, terms and conditions set forth in this Attachment, in addition to all of the other rates, terms and conditions set forth in this Agreement, including any other Attachments/Appendices to such Agreement.



## APPENDIX FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP AFTER LOOP COMPLETION USING A MODIFIED MAINTENANCE PROCESS

### Appendix to Attachment 25 xDSL

#### 1.0 INTRODUCTION

- 1.1 This Appendix to Attachment 25 sets forth the terms and conditions for the Removal of All or Non-Excessive Bridged Tap ("RABT") using a modified version of the standard maintenance process for xDSL Loops and xDSL Subloops where CLEC requests such removal after its order for an xDSL Loop or xDSL Subloop has been completed. This process is available to CLEC as an alternative to SBC KANSAS' existing ordering processes but applies only to completed loops.

#### 2.0 DEFINITIONS

- 2.1 "Minimum qualifications" as used herein means a loop that has no load coil(s), repeater(s), or bridged tap in excess of 2,500 feet in total length.
- 2.2 "No Sync situation" as used herein means that after the completion of a provisioning service order, CLEC is experiencing a situation in which its DSLAM will not communicate (sync) with the End-User premises.
- 2.3 "Removal of All or Non-Excessive Bridged Tap" as used herein means the removal of all bridged tap (i.e., both Excessive and Non-Excessive) or the removal of Non-Excessive bridged tap in response to CLEC's request in connection with CLEC's xDSL Loop or xDSL Subloop.

#### 3.0 REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP OFFERING

- 3.1 CLEC may request Removal of All or Non-Excessive Bridged Tap by either (1) ordering an xDSL Loop or xDSL Subloop and requesting such removal on its original service order or (2) generating a trouble ticket pursuant to Section 5 of this Appendix with the Local Operations Center (LOC) after the service order for an xDSL Loop or xDSL Subloop has completed and specifying the type of bridged tap conditioning requested on the trouble ticket. If CLEC selects option (1) above, Removal of All or Non-Excessive Bridged Tap shall be performed in accordance with the rates, terms and conditions set out in Attachment 25 xDSL. If CLEC selects option (2) above, Removal of All or Non-Excessive Bridged Tap shall be performed in accordance with the rates, terms and conditions set out in the following sections of this Appendix. Irrespective of whether CLEC selects option (1) or option (2), the limitations set forth in Section 3.3 shall apply.
- 3.2 Upon CLEC's request, the LOC will investigate and will address any SBC KANSAS non-conditioning related reasons for any No Sync situation, or ensure CLEC's bridged tap removal request is appropriate by verifying the subject bridged tap is located on the loop; provided, however, SBC KANSAS does not guarantee the synchronization of any loop.
- 3.3 Except as otherwise provided below, in response to CLEC's request for removal of All or Non-Excessive Bridged Tap, either in its original order or in a trouble ticket, SBC KANSAS will offer CLEC a zero plus five (0 + 5) business day interval, subject to Sections 3.3.1 and 3.3.2 below.
- 3.3.1 In those instances where SBC KANSAS determines it is not possible to remove All or Non-Excessive Bridged Tap, e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of SBC KANSAS, SBC KANSAS has no obligation to perform the requested conditioning.
- 3.3.2 In those instances where SBC KANSAS determines that it can Remove All or Non-Excessive Bridged Tap but cannot meet the zero plus five (0 + 5) business day interval e.g., in those situations (i) involving municipalities which may affect access to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of SBC KANSAS, the Parties understand and agree that the zero plus five (0 + 5) business day interval set forth above shall not

apply, but instead, in such situations, SBC KANSAS will respond to CLEC's request for Removal of All or Non-Excessive Bridged Tap for xDSL Loops and xDSL Subloops in parity with the repair intervals SBC KANSAS provides to its advanced services affiliate(s) in Kansas.

- 3.3.3 SBC KANSAS will advise CLEC as soon as possible when SBC KANSAS is unable to remove All or Non-Excessive Bridged Tap or is unable to meet the zero plus five (0 + 5) business day interval.
- 3.4 If Removal of All or Non-Excessive Bridged Tap has been requested by the CLEC on a trouble ticket, the opening of the trouble ticket with specific conditioning requests will be used as authorization from CLEC for SBC KANSAS to condition the loop as requested.
- 3.5 CLEC shall pay the appropriate conditioning charges for Removal of All or Non-Excessive Bridged Tap as set out in the Pricing Schedule set out in this Appendix.

#### 4.0 TESTING

- 4.1 All testing requests after the completion of the service order will follow the testing procedures outlined for xDSL Loops and xDSL Subloops, as applicable, set out in Attachment 25 of this Agreement.
- 4.2 CLEC shall assist in trouble isolation for the Removal of All or Non-Excessive Bridged Tap-related initial trouble tickets by obtaining and providing to SBC KANSAS interferor information on the loop or subloop at the time of opening the trouble ticket. For best results, CLEC is encouraged to provide appropriate testing equipment for its technician to determine the presence and location of the following: the number and location of load coil(s), repeater(s) and section(s) of bridged tap, including the length of individual section(s).

#### 5.0 MAINTENANCE/SERVICE ASSURANCE

- 5.1 Prior to opening of a trouble ticket for the Removal of All or Non-Excessive Bridged Tap, CLEC must verify that the problem is not CLEC-related. If a Removal of All or Non-Excessive Bridged Tap trouble ticket is opened, and it is later determined by SBC KANSAS that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed and CLEC shall pay the Maintenance Service Charge on a Time and Material basis in accordance with Section 7 of Attachment 25 - xDSL.
- 5.2 CLEC may open a trouble ticket for the Removal of All or Non-Excessive Bridged Tap via the following two methods:
- 5.2.1 By calling the LOC and opening a manual ticket with its specific conditioning request, e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."
- 5.2.2 By opening an electronic bonding ticket. In such case, CLEC shall request specific conditioning in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

Both methods require the following:

1. When Excessive Bridged Tap is present on the loop, the removal of All Bridged Tap.
2. When Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap.
3. Once All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the SBC KANSAS LOC. Vendor meet procedures can be found in SBC KANSAS' CLEC On-Line Handbook.
4. It is CLEC's obligation to document on the trouble ticket the type of conditioning it is requesting be performed by SBC KANSAS e.g., the Removal of All or Non-Excessive Bridged Tap. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information.
5. Any conditioning requests for the removal of Excessive Bridged Tap or for the removal of load coil(s) or repeater(s) will be performed pursuant to the existing rates, terms and conditions for xDSL Loops and Subloops provided for in Attachment 25 of this Agreement.

- 5.3 Except as otherwise provided for herein, when a trouble ticket is opened by CLEC for the Removal of All or Non-Excessive Bridged Tap, a zero plus five (0+ 5) business day interval will be given. Trouble ticket authorization for conditioning and billing will be provided as follows:
- 5.3.1 if the trouble ticket is opened for a loop that is 12,000 feet or greater in Actual Loop Length, SBC KANSAS will use that designation and the initiation of the trouble ticket by CLEC as approval for loop conditioning and the loop will be conditioned by SBC KANSAS. CLEC will then be billed and shall pay the conditioning charges set forth in the Pricing Schedule set out in this Appendix, in addition to any other applicable conditioning charges specified in Attachment 25 of this Agreement upon the completion of the requested conditioning by SBC KANSAS.
- 5.3.2 if the trouble ticket is opened for a loop that is less than 12, 000 feet in Actual Loop Length, and the loop is conditioned to remove bridged tap beyond that required to meet Minimum Qualifications, SBC KANSAS will bill and CLEC shall pay the conditioning charges set forth in the Pricing Schedule set out in this Appendix, in addition to any other applicable conditioning charges specified in Attachment 25 of this Agreement, for any conditioning performed by SBC KANSAS at CLEC's request.
- 5.3.3 In the scenarios addressed in Subsections 5.3.1 and 5.3.2 above, the SBC KANSAS LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not.
- 5.4 Escalations for trouble tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

## 6.0 PRICING

- 6.1 The rates that SBC KANSAS shall charge and CLEC shall pay for the Removal of All or Excessive Bridged Tap requested after CLEC's xDSL Loop or xDSL Subloop order has been completed are set forth in the Pricing Schedule set out in this Appendix.

## Removal of All and Non-Excessive Bridged Tap Non Recurring Charge Pricing Schedule

KANSAS		SBC KANSAS RECURRING	SBC KANSAS NON-REC	
		Monthly		
	Removal of All Bridged Tap			
	DSL Loops - >12KFT and < 17.5KFT			
	Removal of All Bridged Tap	N/A	\$936.67	N/A
	Removal of Non-Excessive Bridged Tap			
	DSL loops - >0KFT and < 17.5KFT			
	Removal of Non-Excessive Bridged Tap	N/A	\$552.22	N/A
	Removal of All Bridged Tap > 17.5KFT			
	DSL Loops - > 17.5KFT - per element			
	Incremental Removal of All Bridged Tap > 17.5KFT - per element	N/A	\$552.22	N/A
	Removal of Non-Excessive Bridged Tap > 17.5KFT			
	DSL Loops - >17.5KFT - per element			
	Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element	NA	\$552.22	N/A

For any requests for the removal of Non-Excessive Bridged Tap only on loops 17,500 feet in length or less, CLEC shall pay the flat, non-recurring rate of \$552.22. With respect to any Non-Excessive Bridged Tap removed from an xDSL loop over 17,500 feet in length, CLEC shall pay a flat, non-recurring rate of \$552.22 for any and all Non-Excessive Bridged Tap removed from the loop under 17,500 feet and shall pay a non-recurring rate of \$552.22 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed in the Pricing Schedule to the Agreement). CLEC may request the removal of Non-Excessive Bridged Tap on loops below 12,000 feet in length at the same RABT rate as loops between 12,000 and 17,500 feet (i.e., 552.22).

For any requests for the removal of All Bridged Tap on loops 17,500 feet in length or less, CLEC shall pay the flat, non-recurring rate of \$936.67 for any and all Excessive and Non-Excessive Bridged Tap present on the loop and in addition, shall pay a non-recurring rate of \$552.22 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed in the Pricing Schedule to the Agreement).

## ATTACHMENT YELLOW ZONE ORDERING PROCESS ("YZP")

### Optional Appendix to Attachment 25 xDSL

#### 1.0 \*INTRODUCTION<sup>1</sup>

- 1.1 \*This Appendix sets forth terms and conditions for the Yellow Zone Process ("YZP"), an optional ordering process for xDSL Capable Loops. This process is made available to CLEC as a voluntary offer as an alternative to SBC KANSAS' existing ordering processes.
- 1.2 \*Except as otherwise provided herein, the rates terms and conditions of CLEC's Agreement pertaining to xDSL loops and xDSL Subloops (such as related to Splitter Ownership and Responsibilities, Operational Support Systems, Facility Make-Up information, Provisioning, Testing, Maintenance & Service Assurance, Ordering, Pricing & Spectrum Management) shall remain unchanged and in Full Force and Effect.

#### 2.0 \*DEFINITIONS

- 2.1 \*A "No Sync" situation after the completion of a YZP service order is defined by a CLEC experiencing a situation in which its DSLAM will not communicate (sync) with the customer premises.

#### 3.0 \*YZP OFFERING

- 3.1 \*CLEC will order eligible xDSL Loops and xDSL Subloops using a generic loop 'As Is' specification code to identify the loop that may require conditioning. All LSRs for xDSL Loops and xDSL Subloops submitted with the 'UALNQX' Specification Code and the 'YZP' notation will initially receive a minimum five (5) business day service provisioning due date for xDSL Loops and xDSL Subloops. Once the order has been completed, and if a No Sync situation, as defined herein, is determined by CLEC, CLEC must choose one of two options:

\*OPTION 1: Generate a trouble ticket with Local Operations Center (LOC), and identify it either as a straight 'No Sync' type YZP ticket, OR as a YZP related conditioning trouble ticket. The LOC will resolve the No Sync situation either by addressing non-conditioning related reason for the No Sync, and/or by conditioning the facility as needed (remove load coils, excessive bridge taps, etc). On YZP related Trouble Tickets, a zero plus five (0 + 5) business day interval will be offered after the line has been determined to need conditioning.

\*On loops with actual lengths between 12 Kft and 17.5 Kft, if the loop has been ordered as YZP, SBC KANSAS will use that YZP designation and the CLEC opening a trouble ticket, as authorization from CLEC for SBC KANSAS to condition the loop. CLEC will then be billed the appropriate conditioning charges pursuant to the Agreement.

\*OPTION 2: Cancel the Order by issuing an LSR to Disconnect the circuit.

- 3.2 \*YZP ordering is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where SBC KANSAS is not the retail service provider.
- 3.3 \*The CLEC will provide SBC KANSAS with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, then the YZP process will not be applicable.

<sup>1</sup> The inclusion of the provisions noted above with asterisks in this Appendix YZP shall not constitute a waiver by either party as to their respective positions as to whether such provisions are required to be offered under Sections 251(b) or (c) of the Act and are subject or not subject to Section 251/252 negotiation and arbitration. Rather, in agreeing not to dispute the inclusion of the subject provisions in this Appendix YZP, both Parties do not waive, but instead fully reserve all of their rights, arguments and positions in any pending or future regulatory or judicial proceedings and in any future negotiations or pending negotiations as to whether the subject provisions are or are not subject to Sections 251 and 252 of the Act, including without limitation, negotiation and arbitration under Sections 251/252 of the Act. The inclusion of these provisions in this Appendix YZP and resolution by the Parties as to these provisions shall not constitute a concession or admission by either Party and may not be introduced by one party as to the other to attempt to show the consent or waiver by one party as to its position(s) in this regard.

- 3.4 \*The YZP process only applies to xDSL Loop and xDSL Subloop where the loop length is between 0 and 17.5 Kft.
- 3.5 \*The initial YZP service order must have completed and closed prior to the opening of the YZP trouble ticket, when a "No Sync" situation is detected by CLEC.
- 4.0 \*TESTING**
- 4.1 \*Acceptance Testing (for xDSL Loops and xDSL Subloops orders) – CLEC, when using YZP for provisioning xDSL loops CANNOT request Acceptance Testing with such orders.
- 4.2 \*Cooperative Testing - For xDSL Loops and xDSL Subloops, CLEC has the option of requesting a Cooperative Test, pursuant to the rates, terms and conditions of the Agreement, at the time they are opening the YZP trouble Ticket.
- 4.3 \*ALL YZP order related initial Trouble Tickets (TTs) opened by CLEC will require load coil and/or other interferor information on that loop to be provided by the CLEC technician at the time of opening the TT. The CLEC will therefore have to ensure that their field technician is equipped with the appropriate test sets that can detect and detail the presence and location of load coils, bridge tap and repeaters. (see Maintenance/Service Assurance Sections 5.8, 5.8.4 and 5.9 for more detail.)
- 5.0 \*MAINTENANCE/SERVICE ASSURANCE**
- 5.1 \*SBC KANSAS will provide resolution of CLEC-referred YZP trouble tickets for the xDSL Loops and xDSL Subloops in parity with repair intervals SBC KANSAS provides to its advanced services affiliates.
- 5.2 \*Prior to opening the YZP trouble ticket, CLEC must verify the DSLAM is built properly, as well as check the logical translations, perform a loop back from DSLAM, insure proper routing, profile, and modem settings. The dispatched CLEC Technician must confirm that the problem is not CLEC related. If a YZP trouble ticket is opened, and it is later determined by SBC KANSAS to be a 'No Trouble Found' (NTF), or if the trouble is found in the CLEC's network or CLEC related, SBC KANSAS will charge CLEC on a Time and Materials basis, per the applicable tariffed rates referenced in Section 7.3.1 of Attachment 25: xDSL.
- 5.3 \*CLECs can open a YZP related Trouble Ticket by the following methods:
- 5.3.1 \*Calling the Local Operations Center and opening a manual ticket through the call center. The CLEC technician should identify that the original order was YZP related and whether this trouble ticket is a conditioning trouble ticket or not.
- 5.3.2 \*Opening an electronic bonding ticket - If the trouble ticket is opened by an electronic bonding ticket, CLEC needs to place that this is a YZP related trouble ticket in the remarks field.
- 5.3.3 \*The identification of a possible conditioning related trouble by CLEC will allow the LOC to convert it to a YZP conditioning type ticket immediately. Potential non-conditioning causes for Physical fault will be checked. However, if the ticket is not opened as a possible conditioning ticket, the LOC will handle the tickets per the Present Method of Operation for all Repair tickets and look for physical faults. If no fault is found the LOC will notify CLEC to conduct the Sync test. If it does not sync, CLEC will have to open another trouble ticket to address any conditioning required.
- 5.4 \*When a YZP related trouble ticket is opened by CLEC and the line is determined to need conditioning, a 5 business day interval will be given. Trouble ticket status will be provided as follows:
- 5.4.1 \*If the trouble ticket is opened electronically (via ToolBar), as a straight 'No Sync' type YZP ticket, an electronic status will be available after 24 hours. If it is determined by SBC KANSAS that the trouble is conditioning related, the straight 'No Sync' trouble ticket will be converted to a YZP conditioning ticket.
- 5.4.2 \*If the trouble ticket is opened with a live call to the SBC KANSAS LOC (whether as a straight 'No Sync' ticket or as a 'Conditioning' Requested ticket) there will be no separate ticket status provided until the trouble has been resolved and CLEC is notified of the ticket's closure.

- 5.4.3 \*If the trouble ticket is opened as a Conditioning Requested ticket, for a loop of actual loop length between 12Kft and 17.5 Kft, and it requires conditioning as verified by SBC, and the loop has been ordered as YZP, SBC KANSAS will use that YZP designation and the initiation of the trouble ticket by the CLEC as approval for line conditioning and the loop will be conditioned by construction and engineering. The CLEC will then be billed the appropriate-conditioning charges upon the completion of the conditioning.
- 5.4.4 \*If the trouble ticket is opened as a Conditioning Requested ticket, for a loop of actual loop length between 12Kft and 17.5 Kft, and it requires conditioning as verified by SBC KANSAS, and the loop has been ordered as YZP, SBC KANSAS will use that YZP designation and the initiation of the trouble ticket by the CLEC as approval for line conditioning and the loop will be conditioned by construction and engineering. The CLEC will then be billed the appropriate conditioning charges upon the completion of the conditioning.
- 5.4.5 \*If the trouble ticket is opened as a Conditioning Requested ticket, for a loop of actual loop length between 0Kft and 12 Kft, and it requires conditioning as verified by SBC, CLEC will be contacted and provided with status after the conditioning work is completed. If the loop is conditioned outside of Industry Standard/ ANSI parameters (any bridge tap less than 2500 ft total or 2000 ft single that is removed) CLEC will then be billed the appropriate conditioning charges as set out in the Appendix regarding the Removal of All or Non-Excessive Bridged Tap Using the Yellow Zone Ordering Process.
- 5.4.6 \*If the trouble ticket is originally opened as a straight 'No Sync' type ticket, and it is later determined by SBC KANSAS to be a conditioning related problem, and therefore converted to a YZP conditioning ticket, rules 5.4.4 or 5.4.5 as stated above will apply, depending on the loop length. A 0 + 5 day interval will be offered to complete the conditioning of the loop.
- 5.5 \*In all cases, the SBC KANSAS LOC will notify CLEC as soon as the trouble is resolved, whether it is conditioning related or not.
- 5.6 \*Escalations for YZP trouble tickets will follow the existing procedures, as there are no YZP specific escalation procedures in SBC KANSAS.
- 5.7 \*Intentionally left blank.
- 5.8 \*With permanent YZP, ALL YZP order related initial Trouble Tickets (TTs) opened by the CLEC will require load coil and/or other interferor information on that loop to be provided by the CLEC technician at the time of opening the TT. The CLEC will therefore have to ensure that their field technician is equipped with the appropriate test sets that can detect and detail the presence of the following:
- 5.8.1 \*The number and location of Load Coils
- 5.8.2 \*The number and location of Repeaters, if any
- 5.8.3 \*The number of sections of Bridged Tap, and their lengths and locations.
- 5.8.4 \*SBC KANSAS will not specify to any CLECs the type of test equipment or the specific tests to use for determining the presence of disturbers– the YZP participating CLEC will determine their own test requirements and capabilities such as Sunrise test sets, or through a remote monitoring capability like Hykemian, and using tests such as Time Domain Reflexometric (TDR) and Spectrum Analysis. In order to resolve the trouble quickly and efficiently, SBC KANSAS requires valid and dependable data on the number, length and location of interferors on the loop.
- 5.9 \*There will be a flat rated Maintenance Service Charge to CLEC associated with any YZP related trouble ticket dispatch, if no trouble is found (NTF) in SBC KANSAS' portion of the network. This charge will also apply when loop specific interferor information is provided to SBC KANSAS but is found to be incorrect upon subsequent investigation during the trouble ticket resolution process. If a retrip is involved with a YZP Trouble ticket (based on CLEC input of loop not working properly after initial trouble resolution), and a NTF in SBC KANSAS' network is determined, this maintenance charge will apply as well. If the need for a vendor meet is established, and if CLEC technician is not equipped properly at the vendor meet site, CLEC will be liable for the trip/dispatch charge. The amount of the penalty will be governed by the applicable commission ordered tariff rate referenced in Section 7.3.1 of Attachment 25: xDSL.

6.0 \*TERMINATION

6.1 \*Either Party may terminate this Appendix upon 180 days written notice to the other Party.

**NOTE:** It is SBC's position that all of the provisions set forth in this Attachment (noted above with asterisks) are voluntary, non-251(b) or (c) provisions/offers that were not subject to the Parties' negotiations under Sections 251 and 252 of the Act and are not subject to arbitration under Section 252 of the Act. SBC disputes any attempt by the CLEC Coalition to submit any issues associated with this voluntary, non-251(b) or (c) offering, for arbitration under Section 252 of the Act. Without waiving said objection, SBC has shown in this Appendix the language it can agree to and the substantive disputes between the Parties as to the language itself in the event that the CLEC Coalition inappropriately attempts to raise any disputes associated with this voluntary Appendix to the Commission for arbitration and the Commission does not appropriately dismiss these issues as to SBC's voluntary YZP offering from any Section 252 arbitration proceeding between the Parties. In addition, SBC does not waive, but instead fully reserves all of its rights, arguments and positions that the provisions noted with asterisks (including disputed and non-disputed provisions) are not subject to Sections 251 and 252 of the Act, including without limitation, negotiations under Sections 251/252 of the Act and Section 252 arbitration and nothing herein shall constitute a concession or admission by SBC that the provisions are subject to negotiation and/or arbitration under Sections 251/252 of the Act.



**APPENDIX FOR THE REMOVAL OF ALL OR  
NON-EXCESSIVE BRIDGED TAP USING THE YELLOW ZONE PROCESS ("YZP")  
Optional Appendix to Attachment 25: xDSL**

**1.0 \*INTRODUCTION<sup>1</sup>**

- 1.1 \*This Appendix to Attachment 25: xDSL of this Agreement sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap using the Yellow Zone Process (YZP), for xDSL Loops and xDSL Subloops. This optional process is made available to CLECs as an alternative to SBC KANSAS' existing ordering processes.
- 1.2 \*Except as otherwise provided herein, the rates, terms and conditions set forth elsewhere in this Agreement pertaining to xDSL loops and xDSL Subloops shall remain unchanged and in full force and effect.

**2.0 \*DEFINITIONS**

- 2.1 \*A "No Sync" situation after the completion of a YZP service order means that a CLEC is experiencing a situation in which its DSLAM will not communicate (sync) with the customer premises.
- 2.2 \*A loop meeting "minimum qualifications" means the loop has no load coils, repeaters, or bridged tap in excess of 2.5Kft, and no one segment of bridged tap longer than 2Kft in length.
- 2.3 \*Removal of All or Non-Excessive Bridged Tap means the removal of all bridged tap (i.e., both Excessive and Non-Excessive) or the removal of Non-Excessive bridged tap in response to CLEC's request, in connection with CLEC's xDSL Loop or xDSL Subloop.

**3.0 \*REMOVAL OF ALL AND NON-EXCESSIVE BRIDGED TAP YZP OFFERING**

- 3.1 \*To be eligible for the Removal of All or Non-Excessive Bridged Tap using YZP, a CLEC must have a signed and approved Optional YZP Appendix in addition to this Appendix for the Removal of All or Non-Excessive Bridged Tap Using YZP. Pursuant to the terms of the Optional YZP Appendix, CLEC has to have ordered an xDSL loop on the original service order, using a generic loop 'As Is' specification code to identify the loop that may require conditioning. All Local Service Requests (LSRs) for an xDSL Loop or x-DSL Subloop submitted with the 'UALNQX' Specification Code and the 'YZP' notation will initially receive a minimum five (5) business day service provisioning due date for xDSL Capable Loops and Subloops. After the service order has completed, CLEC must generate a Trouble Ticket pursuant to Section 5 of this Appendix with the Local Operations Center (LOC) as a 'No Sync' type YZP-related conditioning Trouble Ticket. Based on CLEC's own testing, CLEC must specify the type of bridged tap conditioning being requested on the Trouble Ticket. Upon CLEC's request the LOC will investigate and will address any non-conditioning related reasons for any No Sync situation, and/or condition the facility as needed following the process listed in the YZP Attachment and the process outlined in this Appendix for the Removal of All or Non-Excessive Bridged Tap Using the YZP process, or ensure CLEC's bridged tap removal request is appropriate by verifying the subject bridged tap is located on the loop; provided, however, SBC KANSAS does not guarantee the synchronization of any loop.
- 3.2 \*Except as otherwise provided below, in response to a CLEC's YZP trouble ticket for the Removal of All or Non-Excessive Bridged Tap, SBC KANSAS will offer CLEC a zero plus five (0 + 5) business day interval; provided, however, in those instances where SBC KANSAS determines it is not possible to Remove All or Non-Excessive Bridged Tap under this Appendix, (in those situations in which: (i) municipalities will not grant rights of way to

<sup>1</sup> The inclusion of the provisions noted with asterisks in this Appendix RABT-YZP shall not constitute a waiver by either party as to their respective positions as to whether such provisions are required to be offered under Sections 251(b) or (c) of the Act and are subject or not subject to Section 251/252 negotiation and arbitration. Rather, in agreeing not to dispute the inclusion of the subject provisions in this Appendix RABT-YZP, both Parties do not waive, but instead fully reserve all of their rights, arguments and positions in any pending or future regulatory or judicial proceedings and in any future negotiations or pending negotiations as to whether the subject provisions are or are not subject to Sections 251 and 252 of the Act, including without limitation, negotiation and arbitration under Sections 251/252 of the Act. The inclusion of these provisions in this Appendix RABT-YZP and resolution by the Parties as to these provisions shall not constitute a concession or admission by either Party and may not be introduced by one party as to the other to attempt to show the consent or waiver by one party as to its position(s) in this regard.

certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events actions or circumstances exist or arise that are outside the sole control of SBC KANSAS. SBC KANSAS has no obligation to perform the requested conditioning under this Appendix; and, in those instances where SBC KANSAS determines that it can Remove All or Non-Excessive Bridged Tap under this Appendix, but cannot meet the zero plus five (0 + 5) business day interval, (in those situations: (i) involving municipalities which may affect access to certain areas; or (ii) in which there are other issues associated with a access to the subject facilities; or (iii) in which events, actions or circumstances exist or arise that are outside the sole control of SBC KANSAS, the Parties understand and agree that the zero plus five (0 + 5) business day interval set forth above shall not apply, but instead, in such situations, SBC KANSAS will respond to CLEC-referred Removal of All or Non-Excessive Bridged Tap Trouble Tickets for xDSL Loops and xDSL Subloops in parity with repair intervals SBC KANSAS provides to its advanced services affiliates. SBC KANSAS will advise CLEC as soon as possible when SBC KANSAS is unable to Remove All or Non-Excessive Bridged Tap under this Appendix or is unable to meet the zero plus five (0 + 5) business day interval.

- 3.3 \*If the Removal of All or Non-Excessive Bridged Tap has been requested by CLEC on a Trouble Ticket, the opening of the Trouble Ticket with specific conditioning requests will be used as authorization from CLEC for SBC KANSAS to condition the loop as requested. CLEC will then be billed and shall pay the appropriate conditioning charges for any such conditioning performed by SBC KANSAS pursuant to the Removal of All or Non-Excessive Bridged Tap set out in the Pricing Schedule attached hereto and incorporated herein by this reference.
- 3.4 \*The Removal of All or Non-Excessive Bridged Tap using YZP applies only to xDSL Loops and xDSL Subloops.
- 3.5 \*The initial YZP service order must have closed prior to the opening of the YZP Trouble Ticket for the Removal of All or Non-Excessive Bridged Tap pursuant to the process outlined in this Appendix.

#### 4.0 \*TESTING

- 4.1 \*All testing requests after the completion of the service order will follow the testing guidelines and procedures outlined in the CLEC's YZP Attachment.
- 4.2 \*CLEC shall assist in trouble isolation for the Removal of All or Non-Excessive Bridged Tap related initial Trouble Tickets by obtaining and providing to SBC KANSAS interferor information on the loop at the time of opening the Trouble Ticket. For best results, CLEC is encouraged to provide its field technician with appropriate test sets that can detect and detail the presence of the following:
- 4.2.1 \*The number and location of Load Coils; and
- 4.2.2 \*The number and location of Repeaters, if any; and
- 4.2.3 \*The number of sections of Bridged Tap, and their lengths and locations.

#### 5.0 \*MAINTENANCE/SERVICE ASSURANCE

- 5.1 \*Prior to opening of a trouble ticket for the Removal of All or Non-Excessive Bridged Tap, CLEC must determine that the problem is not CLEC-related.
- 5.1.1 \*If a YZP for the Removal of All or Non-Excessive Bridged Tap Trouble Ticket is opened, and it is later determined by SBC KANSAS that the requested conditioning is not available because no such bridged tap was on the loop, the Trouble Ticket will be closed as a 'No Trouble Found' (NTF), and SBC KANSAS will charge and CLEC shall pay a Maintenance Service Charge on a Time and Material basis, per applicable tariffed rates contained in sections 13.4.2 and 13.4.4 of the FCC Tariff No. 73. If, in response to a trouble ticket, SBC KANSAS advises CLEC that the CLECs requested conditioning is not available because no such bridged tap was on the loop, and CLEC dispatches a second time and finds upon its second dispatch that all or non-excessive bridged tap is on the loop, CLEC will so advise SBC KANSAS for concurrence. In any such case where the Parties find that all or non-excessive bridged tap was on the loop, SBC KANSAS will credit CLEC for the tariffed time and material charges billed CLEC in connection with the initial trouble ticket (closed out as 'No Trouble Found') and will pay CLEC the tariffed time and material charges for CLEC's second dispatch to the customer premises.

- 5.2 \*CLECs may open a YZP-related Trouble Ticket for the Removal of All or Non-Excessive Bridged Tap by the following two methods:
- 5.2.1 \*Calling the Local Operations Center and opening a manual ticket through the call center with a specific conditioning request e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."
- 5.2.2 \*Opening an electronic bonding ticket. If the Trouble Ticket is opened by an electronic bonding ticket, CLEC needs to specify that it is a YZP Trouble Ticket with specific conditioning requests in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of All BT."
- \*Both methods require the following:
1. \*If Excessive Bridged Tap is present on the loop, CLEC may request:
    - a. \*Removal of Excessive Bridged Tap; or
    - b. \*Removal of All Bridged Tap.
  2. \*If Excessive Bridged Tap is not present on the loop, CLEC may request Removal of Non-Excessive Bridged Tap (the remaining Bridged Tap left on the loop after Excessive Bridged Tap has been removed).
  3. \*Once All the Bridged Tap has been removed any future trouble tickets concerning Bridged Tap will require a vendor meet via Trouble Ticket with the LOC. Vendor meet procedures can be found in SBC's CLEC On-Line Handbook.
  4. \*It is CLEC's obligation to document on the Trouble Ticket the type of conditioning it is requesting be performed by SBC KANSAS i.e., Removal of All or Non-Excessive bridged tap. If the bridged tap conditioning request does not specify the Removal of All or Non-Excessive Bridged Tap conditioning on the YZP Trouble Ticket, only Excessive Bridged tap conditioning will be performed pursuant to the YZP Attachment.
  5. \*If a manual trouble ticket is opened by calling the LOC, the CLEC technician should identify that the original order was YZP related and whether this Trouble Ticket is a Removal of All or Non-Excessive Bridged Tap conditioning Trouble Ticket, and specify the type of bridged tap conditioning needed.
  6. \*Any conditioning requests for the removal of Excessive Bridged Tap or for the removal of Load Coils or Repeaters, will be performed pursuant to the existing terms and conditions set forth in Attachment 25: xDSL of this Agreement.
- 5.3 \*Except as otherwise provided for herein, when a YZP Trouble Ticket is opened by CLEC for the Removal of All or Non-Excessive Bridge Tap conditioning, a zero plus five (0+ 5) business day interval will be given. Trouble Ticket authorization and billing for conditioning will be provided as follows:
- 5.3.1 \*If the trouble ticket is opened as a ticket for the Removal of All or Non-Excessive Bridged Tap conditioning, for a 26 gauge equivalent loop length (referred by ANSI T1.417/2001), over 12Kft, and the loop has been ordered as YZP, SBC KANSAS will use that YZP designation and the initiation of the Trouble Ticket by CLEC as approval for line conditioning and the loop will be conditioned by SBC KANSAS. CLEC will then be billed and shall pay the appropriate Removal of All or Non-Excessive Bridged Tap conditioning charges set forth on the Pricing Schedule set out in this Appendix, in addition to any other applicable conditioning charges upon the completion of the requested conditioning by SBC KANSAS.
- 5.3.2 \*If a CLEC's trouble ticket is opened for the Removal of Non-Excessive Bridged Tap Conditioning Ticket for a 26 gauge equivalent loop length (referred by ANSI T1.417/2001), between 0Kft and 12 Kft, and the loop is conditioned to remove bridged tap beyond that required to meet minimum qualifications (SBC KANSAS is requested to remove bridged tap less than 2.5Kft in length), SBC KANSAS will bill and CLEC shall pay the conditioning charges set forth in the Pricing Schedule to this Appendix, in addition to any other applicable conditioning charges specified in Attachment 25 of this Agreement for any conditioning performed by SBC KANSAS at CLEC's request.
- 5.3.3 \*In the case of Sections 5.3.1 or 5.3.2 the SBC KANSAS LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not.

5.4 \*Escalations for YZP Trouble Tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

## 6.0 PRICING

6.1 The interim rates that SBC KANSAS shall charge and CLEC shall pay for the Removal of All or Non Excessive Bridged Tap requested after CLEC's xDSL Loop or xDSL Subloop order has been completed are set forth in the Pricing Schedule set out in this Appendix. Notwithstanding anything to the contrary in this Agreement including, without limitation, this Schedule, the Parties understand and agree that the Interim RABT Rates set forth in the Pricing are interim and subject to retroactive true-up upon the establishment of non-interim RABT rates by the state Commission ("Non-Interim RABT Rates"). Upon the effective date of a Commission Order establishing Non-Interim RABT Rates, either Party may, within ninety (90) days of the effective date of such Commission order, provide written notice ("RABT Notice") to the other Party that it wishes to obtain the Non-Interim RABT Rates to replace and supersede the Interim RABT Rate(s) counterpart(s) in this Agreement. Following such RABT Notice by either Party, SBC KANSAS will: (i) update the CLEC's billing tables to replace the Interim RABT Rates with the Non-Interim RABT counterparts as to the rates specified in the RABT Notice(s), which rate(s) shall be deemed to have become effective, and shall apply, between the Parties as of the effective date of the Commission's order, and the Parties shall negotiate a conforming amendment to reflect those Non-Interim RABT Rates that are replacing the Interim RABT Rate counterparts, and shall submit such amendment to the Commission for approval; and (ii) SBC KANSAS will issue any adjustments that are appropriate (e.g., additional charges, billing credit) to retroactively true-up the Non-Interim RABT Rates established by the Commission with the Interim RABT Rates in this Agreement for the period after the effective date of this Agreement, in accordance herewith. In the event that a Party issues such an RABT Notice more than ninety (90) days after the effective date of any Commission order, then the Non-Interim RABT Rates will be deemed effective between the Parties as of the date the amendment incorporating such Non-Interim RABT 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 any claims for retroactive true-up with respect to the Interim RABT Rate(s) under this Agreement for any period prior to the effective date of such amendment. Notwithstanding anything to the contrary in this Schedule or Agreement, in the event that any other telecommunications carrier should adopt provisions in this Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to retroactive true-up as to the Interim RABT Rates back to the date that the MFN Provisions become effective between SBC KANSAS 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")). In no event shall the Adopting CLEC be entitled to a true-up under this Agreement prior to the MFN Effective Date.

\*NOTE: It is SBC's position that all of the provisions set forth in this Attachment (noted above with asterisks) are voluntary, non-251(b) or (c) provisions/offers that were not subject to the Parties' negotiations under Sections 251 and 252 of the Act and are not subject to arbitration under Section 252 of the Act. SBC disputes any attempt by the CLEC Coalition to submit any issues associated with this voluntary, non-251(b) or (c) offering, for arbitration under Section 252 of the Act. Without waiving said objection, SBC has shown in this Appendix the language it can agree to and the substantive disputes between the Parties as to the language itself in the event that the CLEC Coalition inappropriately attempts to raise any disputes associated with this voluntary Appendix to the Commission for arbitration and the Commission does not appropriately dismiss these issues as to SBC's voluntary YZP (and RABT-YZP) offering from any Section 252 arbitration proceeding between the Parties. In addition, SBC does not waive, but instead fully reserves all of its rights, arguments and positions that the provisions noted with asterisks (including disputed and non-disputed provisions) are not subject to Sections 251 and 252 of the Act, including without limitation, negotiations under Sections 251/252 of the Act

and Section 252 arbitration and nothing herein shall constitute a concession or admission by SBC that the provisions are subject to negotiation and/or arbitration under Sections 251/252 of the Act.

KANSAS		SBC KANSAS RECURRING	SBC KANSAS NON-REC.	
		Monthly		
	Removal of All Bridged Tap DSL Loops - >12KFT and < 17.5KFT			
	Removal of All Bridged Tap	N/A	\$936.67	N/A
	Removal of Non-Excessive Bridged Tap DSL loops - >0KFT and < 17.5KFT			
	Removal of Non-Excessive Bridged Tap	N/A	\$552.22	N/A
	Removal of All Bridged Tap > 17.5KFT DSL Loops - > 17.5KFT - per element			
	Incremental Removal of All Bridged Tap > 17.5KFT - per element	N/A	\$552.22	N/A
	Removal of Non-Excessive Bridged Tap > 17.5KFT DSL Loops - >17.5KFT - per element			
	Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element	NA	\$552.22	N/A

- (1) For any requests for the removal of Non-Excessive Bridged Tap only on loops 17,500 feet in length or less, CLEC shall pay the flat, non-recurring rate of \$552.22. With respect to any Non-Excessive Bridged Tap removed from an xDSL loop over 17,500 feet in length, CLEC shall pay a flat, non-recurring rate of \$552.22 for any and all Non-Excessive Bridged Tap removed from the loop under 17,500 feet and shall pay a non-recurring rate of \$552.22 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed in the Pricing Schedule to the Agreement). CLEC may request the removal of Non-Excessive Bridged Tap on loops below 12,000 feet in length at the same RABT rate as loops between 12,000 and 17,500 feet (i.e., 552.22).
- (2) For any requests for the removal of All Bridged Tap on loops 17,500 feet in length or less, CLEC shall pay the flat, non-recurring rate of \$936.67 for any and all Excessive and Non-Excessive Bridged Tap present on the loop and in addition, shall pay a non-recurring rate of \$552.22 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed in the Pricing Schedule to the Agreement).

## **ATTACHMENT 27:** **ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)**

### **1.0 INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to support the services, interconnection and UNEs provided under this Agreement so that CLEC can perform pre-ordering, ordering, provisioning, maintenance/repair, and billing. Although this is a Kansas-specific agreement, SBC's OSS is based upon a 13 state platform. In order to access OSS for transactions in other SBC states, CLEC must have OSS terms and conditions in such state.
- 1.2 SBC KANSAS (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 Oklahoma, SBC Missouri, SBC Oklahoma and/or SBC Texas, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2.1 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.2.2 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC owned ILEC(s) doing business in Arkansas, California, Oklahoma, Missouri, Nevada, Kansas, and Texas.
- 1.2.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.2.4 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.2.5 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.2.6 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Oklahoma, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.2.7 **SBC KANSAS** - As used herein, SBC KANSAS means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC owned ILEC doing business in Kansas.
- 1.3 SBC KANSAS has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

### **2.0 DEFINITIONS**

- 2.1 "LSC" means (i) the Local Service Center (LSC) for SBC KANSAS.
- 2.2 "LOC" means (i) the Local Operations Center (LOC) for SBC KANSAS.
- 2.3 "MCPSC" means the Mechanized Customer Production Support Center (MCPSC) for SBC KANSAS.

- 2.4 **"Service Bureau Provider (SBP)"** - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing SBC KANSAS' OSS *application-to-application* interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.
- 3.0 GENERAL CONDITIONS**
- 3.1 Resale and Section 251(c)(3) Unbundled Network Elements (UNE) functions, provided under this Agreement will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and SBC KANSAS shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.
- 3.2 When SBC KANSAS introduces electronic interfaces, in accordance with the Change Management Process referenced in Section 3.15 below, those interfaces will be deemed automatically added to this Attachment, upon request of CLEC unless SBC KANSAS believes there are essential terms and conditions unique to the new interface that are not included in this Attachment. In such case, SBC KANSAS shall use its good faith reasonable efforts to notify CLEC and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.
- 3.3 When SBC KANSAS retires interfaces in accordance with the Change Management Process referenced in Section 3.15 below, those interfaces will be deemed automatically deleted from this Attachment.
- 3.4 Proper Use of OSS interfaces:
- 3.4.1 CLEC agrees to utilize SBC KANSAS' electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services, local number portability, interconnection, and UNEs through SBC KANSAS. In addition, CLEC agrees that such use will comply with SBC KANSAS' Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies SBC KANSAS against any cost, expense, or liability relating to any unauthorized entry or access into, or use or manipulation of SBC KANSAS' OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay SBC KANSAS for any and all damages caused by such unauthorized entry.
- 3.5 Within SBC KANSAS, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's end user where CLEC has obtained an authorization for release of CPNI from the end user.
- 3.5.1 CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law.
- 3.5.2 CLEC is solely responsible for determining whether proper authorization has been obtained and holds SBC KANSAS harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an end user.
- 3.6 Intentionally left blank
- 3.7 In the event SBC KANSAS has good cause to believe that CLEC has used SBC KANSAS' OSS in a way that conflicts with this Agreement or Applicable Law, SBC KANSAS shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to SBC KANSAS' Notice of Misuse, which shall be provided to



SBC KANSAS' within twenty (20) days after receipt of the Notice of Misuse. In the event CLEC agrees with SBC KANSAS' allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement. In the event CLEC disagrees with SBC KANSAS' allegation of misuse, either Party may invoke Dispute Resolution per 3.8 below.

- 3.8 Section 13 of the General Terms and Conditions shall apply to any disputes which arise under this Article, including disputes related to the alleged improper use of or access to CPNI or any alleged non-compliance with SBC KANSAS' security guidelines. Except as otherwise set forth in this Article, CLEC's liability for improper or unauthorized use of or access to SBC KANSAS' OSS shall be governed by Section 7.0 of the General Terms and Conditions of the Agreement.
- 3.9 In the event CLEC does not agree that CLEC's use of SBC KANSAS' OSS is inconsistent with this Agreement or Applicable Law as alleged by SBC KANSAS, then the Parties agree to the following steps:
- 3.9.1 If such alleged misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC to be improper, until CLEC has remedied the misuse in a manner acceptable to both Parties.
- 3.9.2 To remedy the alleged misuse for the balance of the Agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement. Such efforts shall begin as soon as CLEC has received the Notice of Misuse and shall continue until the issue has been resolved or Dispute Resolution has been invoked by either Party.
- 3.10 After the time for CLEC's response to Notice of Misuse, set forth in Section 3.7 has expired, SBC KANSAS shall have the right to conduct an audit of CLEC's use of the SBC KANSAS OSS. Upon notice and good cause shown, SBC KANSAS shall have the right to conduct an audit of CLEC's use of the SBC KANSAS OSS. As used in this Section, the term "good cause" means that a reasonable person would consider that an audit of CLEC's use of the SBC KANSAS OSS is justified under the circumstances that exist at the time SBC KANSAS elects to conduct such an audit. Such audit shall be limited to auditing those aspects of CLEC's use of the SBC 13STATE OSS that relate to SBC's allegation of misuse as set forth in the Notice of Misuse. SBC KANSAS shall give ten (10) days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC KANSAS' Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide SBC KANSAS with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at SBC KANSAS' expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC KANSAS agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC KANSAS, or any SBC affiliate.
- 3.11 When Resale Service and Section 251(c)(3) UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, SBC KANSAS and CLEC will use manual processes. Should SBC KANSAS develop electronic interfaces for these functions for itself, SBC KANSAS will make electronic access available to CLEC.
- 3.12 The Information Services (I.S.) Call Center for the SBC KANSAS region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.
- 3.13 SBC KANSAS will provide CLEC with access to the interfaces during the hours of operation posted in the CLEC Handbook on the CLEC Website. Changes to hours of operation will be handled in accordance with the Change Management Process.

- 3.14 SBC KANSAS shall provide support for the interfaces described in this Attachment. CLEC will provide a single point of contact for issues related to the interfaces. Each Party shall also provide to the other Party telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning and maintenance of the services. SBC KANSAS shall list the business days and hours for each call center in **SBC-13STATE's** CLEC Handbook and notice any changes via Accessible Letter. Minimum hours of operation for each center shall be:

IS Call Center: 7 days per week, 24 hours per day

LSC, LECC, & MCPSC: Monday through Friday, excluding Holidays,  
8:00 AM to 5:00 PM (in each applicable time zone)

LOC – Maintenance: 7 days per week, 24 hours per day

LOC – Provisioning: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable time zone)

SBC KANSAS shall ensure adequate coverage in its service centers during these minimum hours.

- 3.15 The Parties will follow the final adopted guidelines of "SBC's Change Management Process", in accordance with the Change Management principles. Those guidelines, or a successor, as they may be modified from time to time, are incorporated into this Agreement by reference as if fully set forth herein.
- 3.16 SBC KANSAS will continue to maintain the editing capabilities of SBC KANSAS' LEX and Verigate interfaces that enable CLEC to copy existing service and address information from Verigate and paste it into the appropriate fields in LEX and/or to copy data from field to field within LEX or from Verigate to LEX.
- 3.17 Intentionally left blank
- 3.18 Due to enhancements and on-going development of access to SBC KANSAS' OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. SBC KANSAS shall provide proper notice of interface phase-out as required by the Change Management process.
- 3.19 CLEC is responsible for obtaining operating system software and hardware to access SBC KANSAS' OSS functions as specified in Sections 8 and 9 of this Attachment.

#### 4.0 PREORDER INTERFACES & FUNCTIONALITY

- 4.1 SBC KANSAS will provide real time access to pre-order functions to support CLEC ordering of Resale services and Section 251(c)(3) UNEs. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with SBC KANSAS ordering requirements.
- 4.2 Pre-Ordering functions for Resale Services and UNEs include:
- 4.2.1 Feature/Service Availability
- 4.2.1.1 Feature Inquiry provides SBC KANSAS with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).
- 4.2.1.2 PIC/LPIC Inquiry provides SBC KANSAS Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.
- 4.2.2 Customer Service Information - CSI Inquiry
- Access to SBC KANSAS retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after it obtains authorization for release of CPNI.

4.2.3 Telephone Number Inquiry

SBC KANSAS provides a Telephone Number Reservation Inquiry and a Cancel Reservation function.

4.2.4 Scheduling Inquiry/Availability

4.2.4.1 Due Date Inquiry provides next available dates for the end user (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry

SBC KANSAS provides address validation function.

4.3 The following are Pre-Order functions specific to UNEs:

4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry

SBC KANSAS provides pre-order loop qualification information specific to Section 251(c)(3) UNE DSL capable and Line Shared loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

4.3.2 Common Language Location Indicator (CLLI) Inquiry

SBC KANSAS provides CLLI code inquiry function.

4.3.3 Connecting Facility Assignment (CFA) Inquiry

SBC KANSAS provides a CFA inquiry function.

4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry

SBC KANSAS provides a NC/NCI inquiry function.

4.4 Electronic Access to Pre-Order Functions

4.4.1 Resale and lawful UNE Pre-order Interface Availability

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in SBC KANSAS to provide the pre-ordering functions listed in Section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.

4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by SBC KANSAS. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.

4.4.1.3 DataGate is a transaction-based data query system through which SBC KANSAS provides CLEC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once CLEC has developed its own interface, allow CLEC to access the pre-order functions for Resale services and Section 251(c)(3) UNE. DataGate follows industry guidelines, but is based on SBC KANSAS' proprietary pre-ordering functionality.

4.4.1.4 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which SBC KANSAS provides CLEC access to the functions of pre-ordering to order SBC KANSAS consumer Resale services.

4.4.1.5 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which SBC KANSAS provides CLEC access to the functions of pre-ordering to order SBC KANSAS business Resale services.

4.4.1.6 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order SBC KANSAS Resale service.

4.5 Other Pre-order Function Availability

4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

- 4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, SBC KANSAS will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)  
Feature/Service Availability by Switch  
Directory Names  
Class of Service Codes  
USOC (Universal Service Order Codes)  
Community Names  
Yellow Page Headings  
PIC/LPIC (InterLATA/IntraLATA)

**5.0 ORDERING/PROVISIONING**

- 5.1 SBC KANSAS provides access to ordering functions to support CLEC provisioning of Resale services and Section 251(c)(3) UNEs via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes SBC KANSAS to provision in accordance with applicable SBC KANSAS LSOR ordering requirements. SBC KANSAS will provide CLEC access to one or more of the following systems or interfaces:
- 5.2 Service Order Request System Availability
- 5.2.1 SBC KANSAS makes available to CLEC an Electronic Data Interchange (EDI) application to application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with SBC KANSAS' Local Service Order Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale Services or UNEs, CLEC and SBC KANSAS will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC KANSAS' Resale Service and Section 251(c)(3) UNE ordering requirements. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.
- 5.2.2 Web-based LEX is the new 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web-based LEX is accessible via a web-based Toolbar.
- 5.2.3 C-EASE is available in SBC KANSAS for the ordering of consumer Resale services.
- 5.2.4 B-EASE is available in SBC KANSAS for the ordering of business Resale services.
- 5.2.5 SORD interface provides CLECs in SBC KANSAS with the ability to create Resale and Section 251(c)(3) UNE orders as well as certain complex Resale and Section 251(c)(3) UNE orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Web Local Exchange (Web LEX).
- 5.2.5.1 SORD interface supports CLEC initiated modification of service orders submitted electronically by CLEC via the following SBC KANSAS OSS applications: Business EASE, Consumer EASE or SORD (via DOES-Direct Order Entry System). CLEC should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, CLEC should not use SORD to modify orders submitted manually to the LSC. The Parties agree that the following conditions are applicable to EASE and SORD generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders and/or modify EASE generated orders, then CLEC becomes responsible for correction of all EASE and SORD service order errors that occur between order application and order completion. CLEC may need to call the LSC to obtain additional information. For terms and conditions for service order error correction within SORD, see Section 5.3.3.

5.2.6 In ordering and provisioning Section 251(c)(3) Unbundled-Dedicated Transport and local interconnection trunks, CLEC and SBC KANSAS will utilize industry ASR guidelines developed by OBF based upon SBC KANSAS ordering requirements.

### 5.3 Additional Terms for Provisioning

SBC KANSAS will provision Resale services and Section 251(c)(3) UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.3.1 Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status. In addition, in SBC KANSAS pending orders can be viewed in SORD.

5.3.2 When CLEC places an electronic order using SBC KANSAS' LSOR-based ordering system (e.g. EDI and WebLEX) or the ASR-based ordering system as described in Section 5.2.6 above, SBC KANSAS will provide CLEC with an electronic confirmation notice (also known as a firm order confirmation ("FOC")). The confirmation notice will follow industry-standard formats and contain the SBC KANSAS confirmed due date for order completion. ("Due Date"). Upon completion of an LSR, SBC KANSAS will provide CLEC with an electronic completion notice that follows industry-standard formats and states when that order was completed (also known as a service order completion ("SOC")). In addition, SBC KANSAS will provide a loss notification and a post to bill notification, as discussed in the Uniform Plan of Record and defined in the SBC LSOR.

Post to Bill Notification is sent to CLEC for each complete LSR/PON after all serve orders associated with the request post to billing. The time frame between an order posting to bill and the CLEC notification would be a minimum of two days. Post to Bill Notifications are provided consistent with the SBC LSOR.

5.3.3 As detailed in Section 5.2.5, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

5.3.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;

5.3.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

5.3.3.3 If CLEC fails to correct service order errors within the timeframes specified in this Section 5.3.3, service orders on which errors occur will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements.

5.3.3.4 Intentionally left blank

## 6.0 MAINTENANCE/REPAIR

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:

6.1.1 Electronic Bonding for Trouble Administration Graphical User Interface (EBTA-GUI) is the 13 state uniform GUI interface that allows CLEC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.2 Electronic Bonding Trouble Administration (EBTA) is the 13 state uniform application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1.227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and SBC KANSAS. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and SBC KANSAS will exchange requests over a mutually agreeable X.25-based network.

## 7.0 BILLING MEDIA AND INTERFACES

- 7.1 SBC KANSAS will bill CLEC for Resold services and UNEs. SBC KANSAS will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum SBC KANSAS will provide CLEC billing information in a paper format, or via 18-track magnetic tape, as selected by CLEC. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
- 7.2.1 CLEC may receive a mechanized bill format via the EDI 811 transaction set.
- 7.2.2 For Resale Services in SBC KANSAS, CLEC may receive *Bill Plus™*, an electronic version of its bill, as described in, and in accordance with, SBC's Local Exchange Tariff.
- 7.2.3 For Resale Services in SBC KANSAS, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC's Classic Toolbar.
- 7.2.4 Intentionally left blank
- 7.2.5 CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
- 7.2.6 SBC KANSAS will provide Loss Notifications. This notification alerts CLECs that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering *application-to-application interface* using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, LEX.
- 7.3 Electronic access to billing information for Section 251(c)(3) UNE will also be available via the following interfaces:
- 7.3.1 SBC KANSAS makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.
- 7.3.2 In SBC KANSAS, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC's Classic Toolbar.
- 7.3.3 CLECs will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
- 7.3.4 CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, LEX. For UNEs this loss notification indicates when CLEC's end users, utilizing SBC KANSAS ports, change their Competitive Local Exchange Carrier.

## 8.0 REMOTE ACCESS FACILITY

- 8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For **SBC SOUTHWEST REGION 5-STATE**, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the **SBC-2STATE** region. The ARAF, located in Chicago, IL, serves **SBC MIDWEST REGION 5-STATE** and the SRAF in New Haven, CT, handles the SBC **CONNECTICUT** region. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access **SBC-13STATE** OSS interfaces to perform the supported functions in any **SBC-13STATE** where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.
- 8.2 CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection

to the SBC KANSAS LRAF, SBC-2STATE PRAF, SBC MIDWEST REGION 5-STATE ARAF, and SBC CONNECTICUT SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to SBC OSS via the public internet.

- 8.3 CLEC shall use TCP/IP to access SBC KANSAS OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user-id / password unique to each individual for accessing a SBC KANSAS, SBC-2STATE, SBC MIDWEST REGION 5-STATE, or SBC CONNECTICUT OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 8.4 CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

## 9.0 DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 CLEC agrees that interconnection of CLEC data facilities with SBC KANSAS data facilities for access to OSS will be in compliance with SBC-13STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS interfaces.

### 9.2 Joint Security Requirements

- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 CLEC shall immediately notify the ISCC when a employee userid is no longer valid (e.g. employee termination or movement to another department).
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or SBC KANSAS network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

### 9.3 Additional Responsibilities of Both Parties

- 9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on SBC KANSAS' premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.
- 9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or SBC KANSAS, as appropriate to the ownership of a failed component. As necessary, CLEC and SBC KANSAS will work together to resolve problems where the responsibility of either Party is not easily identified.
- 9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel
- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or SBC KANSAS, respectively, as the providers of the computer, network or information in question.
- 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.
- 9.5 General Policies
- 9.5.1 Each party shall utilize OSS resources for approved business purposes only.
- 9.5.2 Intentionally left blank
- 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.



- 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.
- 9.6 User Identification
- 9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.
- 9.6.3 User ids will be revalidated by CLEC on a regular basis.
- 9.7 User Authentication
- 9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
- 9.7.2 Passwords must not be stored in script files.
- 9.7.3 Passwords must be entered by the user.
- 9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
- 9.7.5 Systems will require users to change their passwords regularly.
- 9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
- 9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.
- 9.8 Access and Session Control
- 9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
- 9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.
- 9.9 User Authorization
- 9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.
- 9.10 Software and Data Integrity
- 9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
- 9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

- 9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS interfaces.
- 9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.
- 9.11 Monitoring and Audit
- 9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:  
*"This is a (SBC KANSAS or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*
- 9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

## 10.0 OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

- 10.1 Prior to live access to OSS interface functionality, the Parties must conduct Operational Readiness Testing (ORT). SBC KANSAS will participate with CLEC in Operational Readiness Testing (ORT) which will allow for the testing of the systems, interfaces, and processes for the pre-ordering, ordering and provisioning of Section 251(c)(3) unbundled Network Elements or Combinations. ORT will be completed in accordance with a schedule mutually agreed to by the Parties. Such ORT will begin not later than three (3) months after the Effective Date of the Agreement.
- 10.2 Prior to introduction of new applications or interfaces, or modifications of the same, upon the request of either party, the Parties shall conduct cooperative testing pursuant to a mutually agreed test plan.

## 11.0 OSS TRAINING COURSES

- 11.1 Prior to initial live system usage, CLEC must complete user education classes for SBC KANSAS provided interfaces that affect the SBC-13STATE network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	½ day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

- 11.2 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by SBC KANSAS and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers

may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

- 11.3 Class dates will be based upon SBC KANSAS availability and will be coordinated among CLEC, the CLEC's SBC KANSAS Account Manager, and SBC KANSAS Industry Markets CLEC Training Product Management.
- 11.4 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date, and such cancellation results in the cancellation or rescheduling of such class(es). CLEC agrees to provide to SBC KANSAS completed registration forms for each student no later than one week prior to the scheduled training class.
- 11.5 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other SBC-13STATE system are strictly prohibited.
- 11.6 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of SBC KANSAS' OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 6.0 of the General Terms and Conditions.

## 12.0 OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

- 12.1 This Agreement does not include flat rate charges for OSS system access and connectivity. SBC KANSAS is not waiving its right to recover its OSS costs during the term of this Agreement and nothing herein shall preclude SBC KANSAS from proposing new rates and charges for OSS cost recovery during the term of this Agreement. Provided however, SBC KANSAS may not impose such new rates or charges unless the Parties amend this Agreement pursuant to the General Terms and Conditions. New rates or charges as provided herein, if any, shall be on a going forward basis only.

## 13.0 MISCELLANEOUS CHARGES

- 13.1 For SBC KANSAS region only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.
- 13.2 CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.5 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.
- 13.3 For SBC KANSAS, CLEC requesting the Local Disconnect Report, as described in 7.2.6 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.
- 13.4 Should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by SBC KANSAS on an Individual Case Basis (ICB) and priced as such.

## 14.0 SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

- 14.1 SBC KANSAS shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:
- 14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access SBC KANSAS' OSS via a Service Bureau Provider as follows:
- 14.2.1 CLEC shall be permitted to access SBC KANSAS application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with SBC KANSAS to allow Service Bureau Provider to establish access to and use of SBC KANSAS' OSS.
- 14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.

- 14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. SBC KANSAS shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, SBC KANSAS shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.
- 14.3 SBC KANSAS shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond SBC KANSAS' control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to SBC KANSAS' OSS) which could not be avoided by SBC KANSAS through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.