

Attachment 9
Service Quality Measurements

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Service Quality Measurements

1. Scope

- 1.1 This Attachment includes all Service Quality Measurements applicable to this Agreement.
- 1.2 If the Commission issues an order mandating certain service quality measurements or performance measurements and associated remedies, such order will supercede this Attachment on the effective date of the order. Such order will only be effective in the state in which the ordered was issued.

2. Reporting

- 2.1 In providing services pursuant to this Agreement, BellSouth will report its performance to AT&T in accordance with BellSouth's Service Quality Measurements, which are contained in Exhibit A, located on the BellSouth Internet web site.

3. Modifications to Measurements

3.1 Service Quality Measurements

- 3.1.1 BellSouth will update the Service Quality Measurements contained in Exhibit A, located on the BellSouth Internet web site, each calendar quarter. BellSouth will not delete any Service Quality Measurement without prior written consent of AT&T. AT&T may provide input to BellSouth regarding any suggested additions, deletions or other modifications to the Service Quality Measurements. BellSouth will provide notice of all changes to the Service Quality Measurements via BellSouth's internet website.
- 3.1.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Service Quality Measurements. BellSouth will make all such changes to the Service Quality Measurements pursuant to Section 16.3 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. Nothing herein shall preclude either party from participating in any proceeding involving BellSouth's Service Quality Measurements or from advocating that those Measurements be modified from those contained herein.
- 3.1.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Service Quality Measurements, the parties will refer the dispute to the Commission.

4. Dispute Resolution

- 4.1 Notwithstanding any other provision of this Agreement, any dispute regarding BellSouth's performance or obligations pursuant to this Attachment shall be resolved by the Commission.