

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

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

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

Mean time to restore / Average Trunk Restoration Interval

Definition:

POTS/UNE-P

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

UNES/EELS and Specials

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

Interconnection Trunks

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

Exclusions:

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

Business Rules:

POTS and UNE-Ps

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

Specials

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

UNEs/EELS

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

Interconnection Trunks

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

Calculation:	Report Structure:
$\frac{\sum[(\text{Date and time SBC clears ticket with the CLEC}) - (\text{Date and time ticket or trouble report is received})] + \text{Total network customer trouble reports}}{\text{Total trunk outage duration} \div \text{total trunk trouble reports}}$	Reported by CLEC, all CLECs and SBC, by market area for parity measures and by state for benchmark measures.
Disaggregations and Benchmarks:	
<ol style="list-style-type: none"> 1. <u>POTS</u> <ul style="list-style-type: none"> - Affecting Service - Out of Service <ul style="list-style-type: none"> - Dispatch - No Dispatch <ul style="list-style-type: none"> - Residence - Business 2. <u>UNE-P</u> <ul style="list-style-type: none"> - Affecting Service - Out of Service <ul style="list-style-type: none"> - Dispatch - No Dispatch <ul style="list-style-type: none"> - Residence UNE-P - Business UNE-P 3. <u>8.0dB Loops</u> <ul style="list-style-type: none"> - Dispatch 	<ol style="list-style-type: none"> 1. POTS – Parity with SBC Retail 2. UNE-P residence – Parity with SBC Retail Residence UNE-P Business – Parity with SBC Retail Business 3. Compared to business and residence combined

<p>- No Dispatch</p> <p><u>Specials Resale/UNE</u></p> <p>4. DS0 (DDS, VGPL, 5 db Loops, switch ports)</p> <p>5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport)</p> <p>6. ISDN & BRI (resale, loops and ports</p> <p>7. DSL and Line Splitting</p> <p>8. Line Sharing and IDSL</p> <p>9. EELS – DS0</p> <p>10. EELS – DS1</p> <p>11. Interoffice Trunks</p>	<p>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>
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40. Measurement	
Percent Out Of Service (OOS) < 24 Hours	
Definition:	
Percent of OOS trouble reports cleared in less than 24 hours.	
Exclusions:	
<ul style="list-style-type: none"> Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. Excludes reports marked as "No Access" to customer premises. Excludes Affecting Service reports. 	
Business Rules:	
Customer trouble reports are cleared within 24 hours when: <ul style="list-style-type: none"> The customer report is received Monday through Friday cleared within 24 hours. The customer report is received Saturday and cleared within 48 hours. The customer report is received Sunday and cleared before midnight Monday. Holidays are excluded. 	
Calculation:	Report Structure:
(Count of OOS trouble reports < 24 hours ÷ total number of OOS trouble reports) * 100	Reported by CLEC, all CLECs and SBC by state.
Disaggregations and Benchmarks:	
1. <u>POTS</u> <ul style="list-style-type: none"> Business class of service Residence class of service 2. <u>UNE-P</u>	1. POTS – Parity with SBC 2. UNE-P - Parity with SBC Business and Residence combined. Note: Comparisons are used for Diagnostic purposes only.

41. Measurement (PM 41 Combined with PM 69)	
Percent Repeat Reports	
Definition:	
Percent of customer trouble reports received within X calendar days of a previous customer report. where X is 10 Days for POTS, UNE-P and 30 Days for Resale Specials and UNEs.	
Exclusions:	
<ul style="list-style-type: none"> Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. <ul style="list-style-type: none"> CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. Interconnection Trunks Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational Loops without test access – BRI DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble. Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC. 	
Business Rules:	
Includes customer trouble reports received within X calendar days of an original customer report, where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs. When the second report is received in X days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within X days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.	
Calculation:	Report Structure:
Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within X calendar days of a previous customer report where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs ÷ total customer trouble reports not caused by CPE or wiring and excluding subsequent reports) * 100	Reported by CLEC, all CLECs and SBC, by market area for parity measures and by state for benchmark measures.
Disaggregations and Benchmarks:	
1. <u>POTS</u>	1. Parity With SBC Retail POTS

<ul style="list-style-type: none"> - <u>Residence</u> - <u>Business</u> 2. <u>UNE-P</u> 3. <u>8.0dB Loop</u> <u>Resale Specials/UNEs:</u> 4. DS0 (DDS, VGPL, 5 db Loops, switch ports) 5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport 6. ISDN & BRI (resale, loops and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1 	<ul style="list-style-type: none"> 2. Parity with SBC Retail Pots Business and Residence Combined 3. Compared to SBC Retail POTS business and residence combined 4. 10% 5. 15% 10% 6 months (Critical Z does not apply) 6. 10% 7. 7.5% 8. 7.5% 9. 10% 10. 15% 10% in 6 months (Critical Z does not apply)
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F. Interconnection Trunks

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

<ul style="list-style-type: none">• SBC end office to CLEC end office• SBC tandem to end office trunk	Blocked Calls on Dedicated Trunk Groups not to exceed blocking standard of B.01. [B.01 standard is 1%]
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71. Measurement:	
Common Transport Trunk Blockage	
Definition:	
Percentage of local common transport trunk groups exceeding 2%, 1% blockage.	
Exclusions:	
No data is collected on weekends or holidays	
Business Rules:	
Common transport trunk groups that reflect blocking in excess of 2% and 1% (if a separate common transport trunk group is established to carry CLEC traffic only) using a time consistent busy hour from the four most recent weeks of data.	
Calculation:	Report Structure:
(Number of common transport trunk groups exceeding 2%, 1% blocking ÷ total common transport trunk groups) * 100.	Reported on local common transport trunk groups by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Common trunk groups where CLECs share ILEC trunks • Common trunk groups for CLECs not shared by ILEC 	<ul style="list-style-type: none"> • 3% of SBC common transport trunk groups not to exceed 2% blocking • 3% of SBC common transport trunk groups not to exceed 1% blockage (if a separate common transport trunk group is established to carry CLEC traffic only).

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

G. 911

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

H. Collocation

107. Measurement	
Percentage Missed Collocation Due Dates	
Definition:	
The percentage of SBC caused missed due dates for collocation projects.	
Exclusions:	
<ul style="list-style-type: none"> • Exclude any applications rejected for non-payment within the times requested under tariff • Exclude if the CLEC has not submitted their second fifty percent (50%) payment prior to the due date, SBC- will exclude the job from reporting. 	
Business Rules:	
<p>The clock starts when SBC receives, in compliance with the approved tariff, return of proposed layout for space as specified in the application form from the CLEC. However, for purposes of the measure, once SBC provides a quote to a CLEC, the application is deemed to be in compliance with the approved Tariff. The clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy, and CLEC receives CFA/APOT information. . If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies SBC of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for SBC to complete the space per the specifications will be counted as part of the interval.</p> <p>Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by SBC and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. However, a due date extension resulting from SBC notification that it will not meet the required interval, will not be considered a change in the due date for purpose of this measure. Moreover, any change in due date requested by SBC for whatever reason will not be considered to be a change in due date for purpose of this measure. A CLEC-requested extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to:</p> <ul style="list-style-type: none"> • CLEC return to SBC corrected and complete floor plan drawings. • CLEC placement of required component(s). <p>If the business rules and tariff are inconsistent, the terms of the tariff will apply. If inconsistencies are identified, SBC will bring these forward for discussion at the next 6-month review.</p>	
Calculation:	Report Structure:
(count of number of SBC caused missed due dates for collocation facilities ÷ total number of	Reported for individual CLEC and all CLECs and SBC affiliate, by state

collocation projects) * 100	
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • New • Augments <p>Note: All approved types, e.g. Cages, Cageless, etc. are now included in these)</p>	<p>95% within the due date in the SBC Texas Interstate Tariff or if the CLEC requests a longer interval, the interval agreed to by the parties. Damages and Assessments will be calculated based on the number of days late. (Critical Z does not apply)</p>

I. Coordinated Conversions

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

J. NXX

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

K. Bona Fide/Special Request Process (BFRs)

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

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

DUE DATE INTERVAL MATRIX

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

This Attachment 18: Directory Assistance Listing Information sets forth terms and conditions for which SBC TEXAS agrees to license its Directory Assistance Listing information to CLEC.

1. INTRODUCTION

- 1.1 SBC TEXAS 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 CLEC, or its agent, wishes to provide DA service to CLEC's End Users and therefore wishes to load its databases with directory assistance listings contained in SBC TEXAS' DA database.
- 1.3 Inasmuch as SBC TEXAS provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers (CLECs), SBC TEXAS' database also contains directory assistance listing information for other ILEC and CLEC End Users.

2. SERVICE PROVIDED

- 2.1 SBC TEXAS agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
 - 2.1.1 SBC TEXAS shall provide directory assistance listing information in a mutually acceptable format.
 - 2.1.2 SBC TEXAS shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, SBC TEXAS 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, 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 database. 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. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 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.

4. ASSIGNMENT

- 4.1 The directory assistance listings provided by SBC shall remain the property of SBC TEXAS. 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. 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. 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.

6. TERMS OF ATTACHMENT

- 6.1 SBC TEXAS will commence providing subscriber listing information to CLEC as described in this Attachment sixty (60) days following the receipt of a written request from 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. LIABILITY

- 7.1 SBC TEXAS makes no express or implied warranties whatsoever 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. SBC TEXAS makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.
- 7.2 CLEC hereby releases SBC TEXAS from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Attachment, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 7.3 Indemnification of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

8. PRICING

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

9. RESERVATION OF RIGHTS/INTERVENING LAW

- 9.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

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

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth SBC TEXAS' 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. INTRODUCTION

- 1.1 SBC TEXAS publishes White Pages directories for geographic local service areas in which CLEC may also provides local exchange telephone service in the same area(s), and CLEC wishes to include listings information for its End User Customers in the appropriate SBC TEXAS White Pages directories.
- 1.2 CLEC also desires distribution to CLEC's End User Customers of the White Pages directories that include listings of CLEC's End User customers.
- 1.3 SBC TEXAS 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. SERVICE PROVIDED

- 2.1 Subject to SBC TEXAS' practices, as well as the rules and regulations applicable to the provision of WP directories, SBC TEXAS 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 SBC TEXAS practices are subject to change from time to time. When CLEC provides its subscriber listing information to SBC TEXAS listings database, CLEC will receive for its End User, one primary listing in the SBC TEXAS WP directory and a listing in SBC TEXAS' directory assistance database.
 - 2.1.1 Where an CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the WP directory, SBC TEXAS will assess CLEC a monthly charge for such listings at SBC TEXAS' tariff rates. An additional monthly charge at SBC TEXAS' tariff rate applies when CLEC wishes to list an End User in SBC TEXAS' directory assistance database but does not wish to have its End User listed in SBC TEXAS' WP directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in SBC TEXAS' WP directory for a monthly charge at SBC TEXAS' tariff rate for those non-published, non-listed services.
 - 2.1.1.1 Facility-based CLECs are billed at the retail tariff rate for a 12 month period at the time the directory is published for additional, foreign, and enhanced listings, as well as Non-Published service. CLEC will be notified via Accessible Letter should the billing process change.
- 2.2 CLEC will furnish to SBC TEXAS subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as SBC TEXAS may require to prepare and print the alphabetical listings of said directory.
- 2.3 Intentionally left blank.
- 2.4 CLEC will provide accurate subscriber listing information of its subscribers to SBC TEXAS via a mechanical or manual feed of the listing information to SBC TEXAS' listing database. CLEC agrees to submit all listing information vi only a mechanized process within six (6) months of the effective date of this Attachment, or upon CLEC reaching a volume of two hundred listings per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among SBC TEXAS' subscriber listing information. CLEC shall furnish to SBC TEXAS, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as SBC TEXAS may require to prepare and print the alphabetical listings of said directory. See CLEC Online website for methods, procedures and ordering information.

CLEC will submit listing information within one (1) Business Day 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 an CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.

- 2.5 SBC TEXAS will provide electronic directory listing verification to CLEC through the Web Listing Lookup in the SBC CLEC Online websites. Upon request, SBC TEXAS will provide daily electronic directory listing verification via SBC TEXAS' white page listing systems. Information for directory listing verification is located on the SBC CLEC Online website.

2.5.1 In addition, at least sixty (60) days prior to the business office close date for a particular directory, SBC TEXAS will provide CLEC, upon request, an electronic verification list of all subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request for an electronic verification list at least eighty (80) days prior to the Business Office Close Date for a particular directory. SBC TEXAS will accept standing requests for electronic verification lists on those White Page directories specified by CLEC. This electronic directory listing verification list will be provided in CD-ROM format, until such time as a web based format is available. CLEC specific listing verification list also is available upon request through SBC TEXAS' White Page systems subject to the timeframes outlined in this section. CLEC will review this electronic verification list and will submit any necessary additions, deletions or modifications to SBC TEXAS via the appropriate directory listing correction process no less than thirty (30) days prior to the SBC TEXAS Business Office Close date for that directory, provided that SBC TEXAS made the electronic verification list available to CLEC in a timely manner as specified above.

- 2.6 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 TEXAS will update the directory close dates in a timely manner as they occur.

- 2.7 Intentionally left blank.

- 2.8 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of SBC TEXAS White Pages directory in the same manner and at the same time that they are delivered to SBC TEXAS subscribers during the annual delivery of newly published directories.

SBC TEXAS has no obligation to provide any additional White Page directories above the directories provided to CLEC or CLEC customers after each annual distribution of newly published directories. CLEC may arrange for additional directory distribution services with SBC TEXAS' directory publishing affiliate, pursuant to terms and conditions agreed to by the Parties.

- 2.9 At its option, CLEC may purchase one (1) information page (Customer Guide Page) in the informational section of the SBC TEXAS White Pages directory covering the geographic area(s) it is serving. This page will be in alphabetical order with other CLECs and will be no different in style, size, color and format than SBC TEXAS information pages. Sixty (60) days prior to the directory close date, CLEC will provide to SBC TEXAS the information page in camera ready format. SBC TEXAS will have the right to approve, and, with CLEC's agreement, SBC TEXAS may, but is not required to, revise the format and content of such information page. See Pricing Schedule for rates associated with the Information Page.

- 2.10 SBC TEXAS 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 1/8th page in size. In order to have such information published, sixty (60) days prior to the directory close date, CLEC will provide SBC TEXAS with its logo and information in the form of a camera ready copy, sized at 1/8th of a page (CLEC will be limited to a maximum of 1/8th of a page in any single edition of a SBC TEXAS White Pages directory).

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 SBC TEXAS 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 TEXAS' subscriber listing information. In exchange for SBC TEXAS serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes SBC TEXAS to include and use the CLEC subscriber listing information provided to SBC TEXAS pursuant to this Attachment in SBC TEXAS' WP directory, SBC TEXAS' 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 TEXAS' use of CLEC's subscriber listing information in SBC TEXAS' directory assistance, directory assistance related products and services, and publishing products and services.
- 3.2 SBC TEXAS 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 for SBC TEXAS' 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 TEXAS' subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by SBC TEXAS.

4. PRICING

- 4.1 SBC TEXAS will deliver one copy per primary End User listing of SBC TEXAS White Pages, as described in Section 2.8 above, at no charge. SBC TEXAS has no obligation to warehouse WP directories for CLEC or provide WP directories to CLEC's End Users subsequent to the annual distribution of newly published directories.

5. INTENTIONALLY LEFT BLANK.

6. TERM

- 6.1 This Attachment will continue in force until terminated by sixty (60) days prior written notice by either Party to the other.
- 6.2 Upon termination of the interconnection Agreement, this Attachment will be null and void with respect to any issue of directories published thereafter.

7. LIABILITY

- 7.1 Except as set forth herein, 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.
- 7.2 CLEC agrees that SBC TEXAS and/or its affiliates will not be liable for the content or accuracy of any subscriber list information provided by CLEC. CLEC agrees to indemnify, hold harmless and defend SBC TEXAS and/or its affiliates from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including, but not limited to reasonable attorney's fees and expenses) resulting from or arising out of any third party's claim of inaccurate subscriber listing information, use of information provided by CLEC.
- 7.3 CLEC further agrees to indemnify, hold harmless and defend SBC TEXAS and/or its affiliates from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses

(including, but not limited to reasonable attorney's fees and expenses) resulting from or arising out of any negligent act or omission, grossly negligent act, or act of willful misconduct by CLEC.

- 7.4 CLEC further agrees to pay all costs incurred by SBC TEXAS and/or its affiliates as a result of CLEC not complying with the terms of this Attachment.

8. RESERVATION OF RIGHTS/INTERVENING LAW

- 8.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 21: NUMBERING

This Attachment 21: Numbering sets forth the terms and conditions under which the Parties will coordinate with respect to NXX assignments.

1. 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.
- 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. 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 (BIRRDS) 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 Parties' 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.

2. NXX CODES

- 2.1 The Parties shall comply with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). Such compliance with such Numbering Guidelines and FCC Second Report & Order will enable CLEC and SBC TEXAS to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes. If the laws and regulations governing NXX code assignment change, then the Agreement shall be amended to reflect such change.

3. NXX MIGRATION

- 3.1 NXX Migration as defined in the Central Office Code Assignment Guidelines (Industry Numbering Committee (INC), Section 7, Criteria for the transfer of Central Office Codes), will be provided upon request. The Party that requests a migration of an NXX from the other Party to itself agrees to pay an NXX Migration charge as set forth in the Pricing Appendix under "OTHER" where applicable. Where charges are not available, no fee will be assessed and no NXX Migration will be provided until the Party seeking to charge has filed cost studies approved by the Commission.

4. RESERVATION OF RIGHTS/INTERVENING LAW

- 4.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 22: DA-FACILITIES BASED **(for CLECs who are Switch-Based or Leasing SBC Unbundled Switched Ports)**

INTRODUCTION

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which SBC TEXAS agrees to provide Directory Assistance (DA) for CLEC as a facilities based switch provider or CLEC leasing unbundled switched ports as provided by SBC TEXAS.

CLEC can purchase operator services and directory assistance (OS/DA) as UNEs. SBC TEXAS may initiate a proceeding before the Commission for the purpose of seeking Commission approval to cease providing OS/DA as UNEs.

1. Services

- 1.1 DA consists of providing subscriber listing information (name, address, and published or non-list telephone number or an indication of non-published status for the home NPA and/or local/intraLATA serving area where available to CLEC's End Users who dial 411, 1/0+411, 555-1212, 1/0/+555-1212, or 1/0+NAP-555-1212 or other dialing arrangement.
- 1.2 Directory Assistance Call Completion (DACC) service consists of SBC TEXAS 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 TEXAS will provide DACC to CLEC's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.
- 1.3 SBC TEXAS agrees to provide DACC only in areas where CLEC can furnish Automatic Number Identification (ANI) from CLEC's customers to SBC TEXAS' switch and where CLEC obtains DA service from SBC TEXAS.
- 1.4 National Directory Assistance (NDA): Consists of a service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
- 1.5 Business Category Search (BCS): A service which will provide CLEC end users the ability to 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 Reverse Directory Assistance (RDA): A non-regulated informational service. Consists of providing listed local and national name and address information associated with a telephone number that an CLEC end user provides to the DA operator.

2. 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 an SBC TEXAS 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 an SBC TEXAS DA Operator.
- 2.3 **Published Number** - A telephone number that is published in a telephone directory and is available upon request by calling an SBC TEXAS 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

- 3.1 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC audibly and distinctly to the CLEC end user at the beginning of each DA call. In all cases, SBC TEXAS will brand DA in CLEC's name.
 - 3.1.1 CLEC will provide SBC TEXAS with an Operator Services Questionnaire completed 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 the CLEC in branding its respective services.
 - 3.1.2 Branding Load Charges: An initial non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by SBC TEXAS on behalf of CLEC.

4.0 Directory Assistance (DA) Reference/Rater Information

- 4.1 Reference/Rater Information are SBC TEXAS databases referenced by a SBC TEXAS Operator for CLEC DA specific information as provided by CLEC such as its business office, repair and DA rates.
- 4.2 CLEC must provide CLEC Rate/Reference Information to SBC TEXAS.
- 4.3 When a SBC TEXAS Operator receives a rate request from an CLEC End User, where technically feasible and available, SBC TEXAS will quote the applicable OS/DA rates as provided by CLEC.
- 4.4 CLEC must furnish OS/DA Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to SBC TEXAS a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken. In all cases, the rates quoted to the CLEC End User and those applied to the call will be CLEC's.
- 4.5 CLEC will inform SBC TEXAS, via the OSQ of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide SBC TEXAS updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.
- 4.6 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS/DA Rate/Reference information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC OS/DA Rate or Reference Information.

5.0 Responsibilities of SBC TEXAS

- 5.1 SBC TEXAS will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SBC TEXAS.
- 5.2 SBC TEXAS will provide and maintain its own equipment to furnish DA Services.
- 5.3 SBC TEXAS will provide DA Service to CLEC customers using current and updated DA records and in accordance with SBC TEXAS' current methods, practices, and procedures or as subsequently modified.
- 5.4 SBC TEXAS will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.
- 5.5 SBC TEXAS will include current CLEC subscriber listing information in SBC TEXAS' DA database.

6.0 Responsibilities of Both Parties

- 6.1 The Party(ies) that provide the circuits between CLEC and SBC TEXAS 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.
- 6.2 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.3 CLEC agrees that SBC TEXAS may temporarily correct what appears to be obvious CLEC end user listing errors in the SBC TEXAS DA database. SBC TEXAS will make temporary correction and notify CLEC. CLEC must send in service order to correct listing within the specified timeframe, or listing will revert to the original listing format.

7.0 Responsibilities of CLEC

- 7.1 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC TEXAS Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from SBC TEXAS, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 7.2 CLEC will furnish to SBC TEXAS a completed OSQ, thirty (30) days in advance of the date when the DA services are to be undertaken.
- 7.3 CLEC will provide SBC TEXAS updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 7.4 CLEC agrees that due to customer quality and work force scheduling, SBC TEXAS will be the sole provider of DA Services for CLEC local serving area(s) for a minimum of a one (1) year period.
- 7.5 CLEC agrees that SBC TEXAS may utilize CLEC End User's listings contained in SBC TEXAS directory assistance database in providing existing and future SBC TEXAS directory assistance or DA related services.
- 7.6 CLEC further agrees that SBC TEXAS can release CLEC directory assistance listings stored in SBC TEXAS directory assistance database to competing providers.

8.0 Pricing

- 8.1 The prices at which SBC TEXAS agrees to provide CLEC with Directory Assistance Services are contained in the applicable Appendix Pricing.
- 8.2 For information regarding billing, non-payment, disconnection, and dispute resolution, see 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 including, but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Attachment.

- 9.2 CLEC also agrees to release, defend, indemnify, and hold harmless SBC TEXAS from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly by SBC TEXAS employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

10. Terms of Attachment

- 10.1 If CLEC chooses to use SBC TEXAS OS/DA services, CLEC must use such services for a minimum period of twelve (12) months. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC TEXAS' OS/DA services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of SBC TEXAS OS/DA services upon one hundred-twenty (120) days advance written notice to SBC TEXAS.
- 10.2 This Attachment will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, which ever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party.
- 10.3 If CLEC terminates this Attachment prior to the expiration of the term of this Attachment, CLEC shall pay SBC TEXAS, within thirty (30) days of the issuance of any bills by SBC TEXAS, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC TEXAS pursuant to this Attachment prior to the termination. However, if CLEC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty days notice, termination charges are not applicable.

11.0 Reservation of Rights/Intervening Law

- 11.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 23: OS-FACILITIES BASED
(for CLEC s who are Switch-Based or Leasing SBC Unbundled Switched Ports)

SBC TEXAS-PROVIDED LOCAL & INTRALATA
OPERATOR SERVICES

INTRODUCTION

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

CLEC can purchase operator services and directory assistance (OS/DA) as UNEs. SBC TEXAS may initiate a proceeding before the Commission for the purpose of seeking Commission approval to cease providing OS/DA as UNEs.

1. Services – SBC TEXAS will provide the following three tiers of Operator Services:

- 1.1 Fully-Automated Call Processing - Allows the caller to complete a call utilizing (AABS) equipment without the assistance of an SBC TEXAS Operator, hereafter called Operator. CLEC agrees
- 1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when automated equipment cannot be activated.
- 1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.

2. Call Types – SBC TEXAS 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 automated equipment. The call is completed without the assistance of an Operator.
 - 2.1.1 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 TEXAS can perform billing validation.
- 2.2 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.
- 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.
- 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.

- 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.
- 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 TEXAS' Operator Transfer Service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.

3. 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 TEXAS 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 TEXAS the communities associated with CLEC's NXX(s).
- 3.4 Calling Card - Calls billed to an CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.

4. Call Branding:

- 4.1 The process by which an Operator, either live or recorded, will identify the OS provider as being CLEC, audibly and distinctly to the CLEC end user at the beginning of each OS call. In all cases, SBC TEXAS will brand OS call in CLEC's name.
- 4.2 CLEC will provide SBC TEXAS with an Operator Services Questionnaire completed 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 respective services.
- 4.3 Branding Load Charges:
 - 4.3.1 An initial non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by SBC TEXAS on behalf of CLEC.

5. Operator Service (OS) Reference/Rater Information

- 5.1 Reference/Rater Information are SBC TEXAS databases referenced by an SBC TEXAS Operator for CLEC OS specific information as provided by CLEC, such as CLEC's business office, repair and OS rates.
- 5.2 CLEC must provide CLEC Rate/Reference Information to SBC TEXAS.
- 5.3 When a SBC TEXAS Operator receives a rate request from an CLEC End User, where technically feasible and available, SBC TEXAS will quote the applicable OS/DA rates as provided by CLEC.

- 5.4 CLEC must furnish OS/DA Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to SBC TEXAS a completed OSQ thirty (30) calendar days in advance of the date when the OS Services are to be undertaken. In all cases, the rates quoted to the CLEC End User and those applied to the call will be CLEC's.
- 5.5 CLEC will inform SBC TEXAS, via the OSQ of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide SBC TEXAS updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.
- 5.6 An initial non-recurring charge will apply per state, per brand, per Operator assistance switch for loading of CLEC's OS/DA Rate/Reference Information. An additional non-recurring charge will apply per state, per brand, per Operator assistance switch for each subsequent change to either CLEC's OS/DA Rate or Reference information.

6. Responsibilities of SBC TEXAS

- 6.1 SBC TEXAS will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.
- 6.2 SBC TEXAS will provide Operator Services in accordance with the operator methods and practices in effect for SBC TEXAS at the time the call is made, unless otherwise agreed in writing by both Parties.
- 6.3 SBC TEXAS will accumulate and provide CLEC such data as necessary for CLEC to verify traffic volumes and bill its customers.

7. Responsibilities of Both Parties

- 7.1 The Party(ies) that provide the circuits between CLEC and SBC TEXAS 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.
- 7.2 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.

8. Responsibilities of CLEC

- 8.1 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC TEXAS Operator assistance switch. Should CLEC seek to obtain interexchange OS from SBC TEXAS, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 8.2 CLEC will furnish in writing to SBC TEXAS, 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 TEXAS to provide the Service.
 - 8.2.1 CLEC will provide SBC TEXAS updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 8.3 As to any end office where SBC TEXAS furnishes the Operator Services provided by this Attachment, CLEC agrees that SBC TEXAS will be the sole provider of local and intraLATA toll Operator Services provided to CLEC in such end offices for a minimum of a one (1) year period.

9. Pricing

- 9.1 The rates for the Operator Services provided pursuant to this Attachment will be contained in Appendix Pricing.

10. Monthly Billing

- 10.1 SBC TEXAS will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt.

11. Liability

- 11.1 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, including, but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Attachment.
- 11.2 CLEC also agrees to release, defend, indemnify, and hold harmless SBC TEXAS from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC TEXAS employees and equipment associated with provision of Operator Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services.

12. Terms of Attachment

- 12.1 If CLEC chooses to use SBC TEXAS OS/DA services, CLEC must use such services for a minimum period of twelve (12) months. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC TEXAS' OS/DA services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of SBC TEXAS OS/DA services upon one hundred-twenty (120) days advance written notice to SBC TEXAS.
- 12.2 This Attachment will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. 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.
- 12.3 If CLEC terminates this Attachment prior to the expiration of the term of this Attachment, CLEC shall pay SBC TEXAS, within thirty (30) days of the issuance of any bills by SBC TEXAS, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC TEXAS pursuant to this Attachment prior to its termination. However, if CLEC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty days notice, termination charges are not applicable.
13. In order to utilize SBC TEXAS' operator services platform as a facilities based service provider, CLEC must first enter into an agreement which sets forth the billing and collection terms related to intrastate intralata alternatively billed toll calls involving CLEC's customers where CLEC is acting as a facilities based service provider. CLEC reserves the right to argue that the agreement should be a stand alone billing and collection agreement separate from the Interconnection Agreement; and SBC reserves the right to argue that the agreement must be a Clearinghouse agreement that must be part of the Interconnection Agreement.

14. Reservation of Rights/Intervening Law

- 14.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 24: RECORDING
(Recording, Message Processing And
Provision of Interexchange Carrier Transported
Message Detail Attachment)

1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions under which SBC TEXAS will provide recording, message processing and message detail services as described in Exhibit I and Exhibit II. Exhibits I and II are part of this Attachment by reference.

2.0 Definitions

- 2.1 "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).
- 2.2 "Assembly and Editing" - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 "Billing Company" - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
- 2.4 "Billable Message" - a message record containing details of a completed IXC transported call which is used to bill an end user.
- 2.5 "Centralized Message Distribution System (CMDS)" - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SBC TEXAS and the Billing Company.
- 2.6 "Data Transmission" - the forwarding by SBC TEXAS of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 "Exchange Message Record (EMR)" - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.8 "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, intrastate and, in Texas, intrastate-intraLATA.
- 2.9 "Interexchange Carrier Transported" - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 "Local Access and Transport Area (LATA)" - service areas defined in FCC Docket 78-72.
- 2.11 "Message Processing" - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or 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 message detail and access usage records are consistent with CMDS specifications.

- 2.12 "Originating Local Exchange Carrier Company" - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXC's.
- 2.13 "Provision of Message Detail" - the sorting of all billable message detail and access usage record 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 TEXAS' internal network or national CMDS.
- 2.14 "Record" - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 2.15 "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.
- 2.16 "Service Switching Point (SSP)" - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.17 "Recording Company" - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.18 "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.
- 2.19 "800 SCP Carrier Access Usage Summary Record (SCP Record)" - a summary record which contains information concerning the quantity and types of queries launched to an SBC TEXAS SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Exhibit II pertaining to the production and forwarding of AUR data.
- 2.20 "Terminating Local Exchange Carrier Company" - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXC's.

3.0 Responsibilities of the Parties

- 3.1 SBC TEXAS will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to SBC TEXAS provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by SBC TEXAS-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SBC TEXAS.
- 3.2 SBC TEXAS will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by SBC TEXAS.
- 3.3 SBC TEXAS will provide access usage records that are generated by SBC TEXAS.

- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by SBC TEXAS, during the billing period established by SBC TEXAS and selected by CLEC.
- 3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by SBC TEXAS and provided to CLEC.
- 3.6 Recorded billable message detail and access usage record 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.
- 3.7 SBC TEXAS will provide message detail to CLEC in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.
- 3.8 In Exhibit II, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. SBC TEXAS reserves the right to limit the frequency of transmission to existing SBC TEXAS processing and work schedules, holidays, etc.
- 3.9 SBC TEXAS will determine the number data files required to provide the access usage record detail to CLEC.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of SBC TEXAS will not be recovered and made available to CLEC except on an individual case basis at a cost determined by SBC TEXAS.
- 3.11 When SBC TEXAS receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, SBC TEXAS will forward those messages to CLEC.
- 3.12 SBC TEXAS will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.

4.0 Basis of Compensation

- 4.1 SBC TEXAS 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 CLEC in accordance with this agreement on a reciprocal, no-charge basis. CLEC agrees to provide any and all Summary Access Usage Records (SURs) required by SBC TEXAS 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.

5.0 Liability

- 5.1 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.

- 5.2 When SBC TEXAS is notified that, due to error or omission, incomplete data has been provided to CLEC, SBC TEXAS will make reasonable efforts to locate and/or recover the data and provide it to CLEC 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 CLEC. If written notification is not received within sixty (60) calendar days, SBC TEXAS shall have no further obligation to recover the data and shall have no further liability to CLEC.
- 5.3 If, despite timely notification by CLEC, message detail is lost and unrecoverable as a direct result of SBC TEXAS having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, SBC TEXAS 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, SBC TEXAS' liability to the CLEC shall be limited to one (1) of the following two (2) alternatives from which CLEC may choose: 1) the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail, or 2) a direct reimbursement for such amount of estimated net lost revenue.
- 5.4 SBC TEXAS will not be liable for any costs incurred by CLEC when CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by SBC TEXAS.
- 5.5 CLEC agrees to defend, indemnify, and hold harmless SBC TEXAS from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by CLEC, its customers or end users. CLEC shall defend against all End Users' claims just as if CLEC had provided such service to its End Users with its own employees.
- 5.6 CLEC also agrees to release, defend, indemnify and hold harmless SBC TEXAS from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by SBC TEXAS employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 CLEC also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 SBC TEXAS 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 TEXAS 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.
- 6.0 **Applicability of Other Rates, Terms and Conditions**
- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder:

definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

7.0 Reservation of Rights/Intervening Law

- 7.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

**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 CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to CLEC.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from 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 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 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 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 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 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 #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 CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option 11: Recording Company provides tandem function for CLEC. 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 CLEC.

Option 12: Recording Company provides tandem function for CLEC. 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 CLEC.

Option 13: Recording Company provides tandem function for CLEC. 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 CLEC.

Option 14: Recording Company provides tandem function for CLEC. 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 CLEC.

- Option 15:** Recording Company provides tandem function for CLEC. 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 CLEC.

MESSAGE PROVISIONING

- Option 16:** The Recording Company will forward all IXC transported message detail records or access usage records to CLEC generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. CLEC forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through SBC TEXAS' internal network or using the CMDS network.

Form SW-1773-I

EXHIBIT II

INVOICE DESIGNATION

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

☐ Daily (Full Status RAO Companies will receive billable messages daily.)☐ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

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

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

☐ Daily (Full Status RAO Companies will receive AURs daily.)

☐ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

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

ATTACHMENT 25: xDSL

1.0 Introduction

- 1.1 SBC TEXAS agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop offerings) in accordance with the terms, and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, and at the rates set forth in the Pricing Schedule to this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2.0 Definitions

- 2.1 An "xDSL-Capable Loop" is a loop that supports the transmission 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 service over such loop.
- 2.1.2 For purposes of this Attachment, an "xDSL Subloop" is defined as any distribution portion of a copper xDSL-capable 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 TEXAS' outside plant and the demarcation point at an end-user customer's premise, as more specifically addressed in the subloop provisions set forth elsewhere in this Agreement and subject to the collocation provisions applicable to this Agreement. The subloop and collocation provisions, set forth elsewhere in this Agreement (e.g., the Attachment UNE and Appendix Collocation) will also apply, as applicable, 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 Attachment UNE), shall control.
- 2.2 Conditioning is defined as the removal by SBC TEXAS from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to provide xDSL service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders. The conditioning rates for the removal of excessive bridge taps, and load coils, repeaters are set forth in the Pricing Schedule to this Agreement ("Pricing Schedule"). To the extent that CLEC would like the option to request that a loop be conditioned by SBC TEXAS to remove any device other than excessive bridge taps, load coils and/or repeaters, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning.
- 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), ISDL (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 The term "excessive bridge taps" as used herein shall refer to bridge taps in excess of 2,500 feet in total length.

- 2.5 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.
- 2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.8 of this Attachment. Deployment of non-standard xDSL-based technologies are allowed and encouraged by this Agreement.
- 2.7 "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).
- 2.8 "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 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."
- 2.9 "Acceptance Testing" shall be defined as the joint testing for xDSL loops between SBC TEXAS' Technician, its Local Operations Center ("LOC"), and CLEC's designated test representative for the purpose of verifying Continuity as more specifically described in Section 7.0 below.
- 3.0 **General Terms and Conditions Relating to Unbundled xDSL-Capable Loops**
- 3.1 SBC TEXAS is not in any way permitted to limit xDSL capable loops to the provision of ADSL.
- 3.2 SBC TEXAS will not impose limitations on the transmission speeds of xDSL services. SBC TEXAS will not restrict CLEC's services or technologies to a level at or below those provided by SBC TEXAS.
- 3.3 SBC TEXAS will provide a loop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.
- 3.4 SBC TEXAS 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 TEXAS 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 TEXAS and the Commission before or at the time of their request to deploy that technology in Texas. 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 Each Party, whether CLEC or SBC TEXAS, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on SBC TEXAS 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 TEXAS network element, or of its own equipment or facilities in conjunction with any SBC TEXAS network element, will not materially interfere with or impair service over any facilities of SBC TEXAS, its affiliated companies or connecting and concurring carriers involved in SBC TEXAS services, cause damage to SBC TEXAS' plant, impair the privacy of any communications carried over SBC TEXAS' facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SBC TEXAS 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 TEXAS will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that their use of the network element is not the cause of the network harm. If SBC TEXAS 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 TEXAS must be supported with specific and verifiable supporting information. SBC TEXAS may not disconnect the elements or otherwise discontinue or refuse service during the pendency of any dispute resolution proceeding unless otherwise authorized to do so by the Commission.
- 3.8 Indemnification
- 3.8.1 Covered Claim: Each Party ("Indemnifying Party") will indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, or claim for damage, 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), arising from, the use of such 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 is required to assume all costs of the defense and any loss, liability, or damage 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