

an unbundled Local Switch Port, and does not order customized routing, SWBT will provide AT&T access to SWBT's local network elements for the purposes of completing AT&T end user calls without the need for an order for the following Common Use Network Elements: Common Transport; Signaling and Call Related databases; and Tandem Switching. AT&T will pay the charges for usage of those elements in accordance with Appendix Pricing UNE - Schedule of Prices.

1.5.1.1

1.5.2 Customer Specific unbundled Network Elements are unbundled Network Elements provided by SWBT to AT&T that are used to provide a Telecommunications Service to a single AT&T Customer. Customer Specific unbundled Network Elements include, but are not limited to, the Local Loop, Local Switching and any combination thereof (e.g. local loop and switch port). The customer specific provisioning order, based upon OBF LSR forms, will be used in ordering and provisioning Customer Specific unbundled Network Elements. The applicable standard is TCIF EDI. SWBT agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Element Form (formerly Loop Service form) and Switch Element Form (formerly Port Form) developed by the OBF. The TCIF 850, 860, 855, 865 and 977 transactions will be used to convey all the necessary data to connect, modify or disconnect SWBT's Customer Specific unbundled Network Elements employed by AT&T to deliver retail local services. AT&T and SWBT will use a mutually agreeable X.25 or TCP/IP based network to exchange requests. AT&T and SWBT will translate ordering and provisioning requests originating in their internal processes into the agreed upon forms and EDI transactions.

1.6 SWBT will accept an 860 EDI transaction that contains the complete refresh of the previously provided order information (under the original 850 transaction) simultaneously with the supplemental information from AT&T. This treatment with respect to the 860 transaction will be accepted by both parties until the OBF clarifies the information exchanges associated with the supplementing orders and AT&T and SWBT agree upon a mutually acceptable time frame for adapting their internal systems to accommodate the OBF clarifications. In no event will the time frame for adaptation extend more than one year past the date the OBF adopts standards for supplementing orders.

**2.0 Pre-Order Interface**

2.1 SWBT and AT&T agree to work together to implement the Electronic Gateway Interface (EGI) used for resold services that provides non-discriminatory access to SWBT's pre-order process. AT&T and SWBT agree to implement the electronic interface, which will be transaction based, to provide the pre-service ordering information (i.e., address verification, service and feature availability, telephone number assignment, and

Customer Service Record (CSR) information), subject to the conditions as set forth in Attachment 2: Ordering and Provisioning - Resale, Paragraph 1.4.

### **3.0 Ordering and Provisioning Interface**

- 3.1 In areas where SWBT does not provide an electronic interface for the pre-order, ordering and provisioning processes, SWBT and AT&T will develop manual work around processes until such time as the transactions can be electronically transmitted. If unbundled Network Elements or Combinations are provided by SWBT to AT&T before electronic interfaces are established between AT&T and SWBT, AT&T will transmit pre-order, ordering and provisioning requests to the SWBT Local Service Provider Service Center (LSPSC) via facsimile and/or telephone or other mutually agreed upon means to SWBT. The SWBT LSPSC will respond to AT&T calls with the same level of service that SWBT provides pursuant to Section 1.5 of Attachment 2.
- 3.2
- 3.2
- 3.3 SWBT and AT&T agree to work together to develop and implement an electronic communication interface that will replace the initial pre-order electronic interface and the ordering and provisioning EDI gateway and provide for Real Time data transfer, consistent with industry standards developed by the OBF and the TCIF. The Parties agree to implement this replacement interface as soon as practical, but no later than 180 days after the Electronic Communication Implementation Committee (ECIC) of TCIF standard reaches the status of "Final Closure," unless a later date is mutually agreed upon.
- 3.4 SWBT will provide a Single Point of Contact (SPOC) for all of AT&T's pre ordering, ordering, and provisioning contacts (via an 800# to the LSPSC) between 8 a.m. to 5:30 p.m. Monday through Friday (except holidays). SWBT will respond to emergency requests for after hours pre ordering, ordering and provisioning via the LSPC 24 hrs/day, 7 days a week.
- 3.4.1 SWBT will provide pre ordering, ordering and provisioning services to AT&T for unbundled Network Elements Monday through Friday from 8 a.m. to 5 p.m. through the LSPSC or the LSPC as applicable. AT&T may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that SWBT provide Saturday, Sunday, holiday, and/or additional out of hours (other than Monday through Friday from 8:00 a.m. to 5:00 p.m.,) pre ordering, ordering, and/or provisioning services. If AT&T requests that SWBT perform such services SWBT will quote, within one (1) business day of the request, a cost-based rate for the number of hours and materials estimated for such services. If AT&T accepts SWBT's quote, SWBT will perform such

services to AT&T in the same manner as it does for itself and will bill AT&T for the actual hours worked and materials used.

- 3.5 SWBT will provide availability to electronic systems interfaces for pre-order capabilities for unbundled Network Elements as set forth in Section 1.8 of Attachment 2: Ordering and Provisioning - Resale. SWBT will provide availability to electronic system interfaces for EDI file transmission for ordering unbundled Network Elements in parity with availability for ordering Resale Services. In any event, SWBT will provide AT&T availability to electronic interfaces for all pre-order, ordering and provisioning processes equal to the availability that SWBT provides to itself. These electronic system interfaces will conform to the terms of paragraphs 2.1 above and paragraph 1.5.1 below for the pre-ordering, ordering and provisioning of Customer Specific Unbundled Network Elements. SWBT will also provide to AT&T a toll free nationwide telephone number for issues connected to the electronic system interfaces (operational from 8:00 AM to 5:00 PM, Monday through Friday), which will be answered by capable staff trained to answer questions and resolve problems in connection with the electronic interface associated with the provisioning of Unbundled Network Elements. SWBT will also provide a help desk function for electronic system interfaces with out-of-hours coverage from 5:00 PM to 8:00 PM, Monday through Friday, and from 8:00 AM through 8:00 PM on Saturday.
- 3.6 SWBT and AT&T will jointly establish interface contingency and disaster recovery plans for the pre-order, ordering and provisioning of SWBT's Unbundled Network Elements. On or before the Effective Date of this Agreement, SWBT will provide a disaster recovery plan associated with the recovery of any systems and/or functions connected with the pre-order, ordering and provisioning processes.
- 3.7 SWBT will recognize AT&T as the customer of record for all Unbundled Network Elements ordered by AT&T and will send all notices, invoices and pertinent information directly to AT&T.
- 3.8 SWBT will provide the following to AT&T upon request:
- 3.8.1 Designed Layout Record Card for designed unbundled Network Elements;
- 3.8.2 advanced information on the details and requirements for planning and implementation of NPA splits via Accessible Letters; or, where SWBT is not the Central Office Code Administrator, to the extent the information is not available to AT&T in the same manner it is available to SWBT, SWBT will provide copies of notices containing such information received by SWBT to AT&T.
- 3.8.3 a subset of the Street Address Guide (SAG), transmitted electronically, which includes street addresses and the associated serving switches, enabling AT&T to map a customer address to a specific serving switch. SWBT will provide this information to AT&T

within ten (10) business days after the Effective Date of this Agreement and quarterly thereafter except as AT&T may otherwise request. If AT&T requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply.

3.8.4

- 3.9 Each Party will train its employees who have contact with the other Party not to discriminate against the other Party and not to disparage the other Party to the other Party's customers.
- 3.10 SWBT and AT&T will work together to develop methods and procedures between SWBT's LSPSC and AT&T's corresponding Work Center(s) and between SWBT's LSPC and AT&T's corresponding Work Center(s) regarding systems, work center interfaces, and to establish an agreed upon process for changing methods and procedures.
- 3.11 SWBT and AT&T will work cooperatively in establishing and implementing practices and procedures regarding fraud and service annoyance handling.
- 3.12 SWBT and AT&T will establish mutually acceptable methods and procedures for handling all misdirected calls from AT&T customers requesting pre-order, ordering or provisioning services. All misdirected calls to SWBT from AT&T customers will be given a recording (or a live statement) directing them to call their local provider. To the extent SWBT procedures change such that AT&T customers become identifiable, such customers will be directed to call AT&T at a designated 800 number. AT&T on a reciprocal basis will refer all misdirected calls that AT&T receives from SWBT customers to a SWBT designated number. AT&T and SWBT will agree on the scripts to be used for this purpose.
- 3.13 Upon request, SWBT's LSPSC/LSPC will provide design and coordination support for individual or multiple Network Elements provided to AT&T. If AT&T requests such services, SWBT will quote within one business day of the request, a cost-based rate for the number of hours and materials estimated for such services. If AT&T accepts SWBT's quote, SWBT will perform such services to AT&T in the manner as it does for itself and will bill AT&T for the actual hours worked and materials used.

#### **4.0 Pre-Ordering and Ordering Interface Requirements**

- 4.1 SWBT will provide to AT&T EDI electronic interfaces for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and other provisioning data and information. The EDI interfaces will be administered through a gateway that will serve as a single point of contact for the transmission of such data from AT&T to SWBT, and from SWBT to AT&T. The requirements and implementation of such a data transfer

system are subject to future agreement by AT&T and SWBT, but will conform to the terms of Section 3 of this Attachment.

- 4.2 When ordering unbundled Network Elements or Combinations, AT&T's representatives will have access to a pre-order electronic gateway provided by SWBT that provides Real Time access to SWBT's information systems. This gateway will be a Telecommunications Protocol/Internet Protocol (TCP/IP) gateway and will allow the AT&T representatives to perform the following tasks:
- 4.2.1 obtain SWBT customer information, including customer name, billing address and residence or business address, billed telephone numbers and features and services available in the end office where the customer is provisioned;
  - 4.2.2 identify features and services to which the SWBT customer subscribes (AT&T agrees that AT&T's representatives will not access the information specified in this Subsection until after the customer requests that the customer's local exchange service provider be changed to AT&T);
  - 4.2.3 electronically assign a telephone number (if the customer does not have one assigned) with the customer on-line. Reservation and aging of these numbers remain SWBT's responsibility. For "vanity" numbers, SWBT will provide a manual process until an electronic capability becomes available. All these processes will permit reservation of a number, including, without limitation, a vanity number, for thirty days for consumer and business services;
  - 4.2.4
  - 4.2.5
  - 4.2.6
  - 4.2.7 provide PIC options for intraLATA toll (when available) and interLATA toll; and
  - 4.2.8 perform address verification.
- 4.3 All CSR data exchanged must be in English, not USOC or FID format. All other data will be in a mutually agreed upon nomenclature.

## 5.0 Ordering Requirements

- 5.1 Upon AT&T's request through a Suspend/Restore order, SWBT will suspend or restore the functionality of any unbundled Switched Port for any AT&T local service customer. In such instances, all unbundled Network Elements provided by SWBT will remain

- intact. SWBT will implement any restoration priority for unbundled Local Switching in a manner that conforms with AT&T requested priorities and any applicable regulatory policy or procedures. The charge for a Suspend/Restore order is reflected in Attachment 6, Appendix Pricing UNE - Schedule of Prices labeled "Service Order Charges - Unbundled Element Suspend/Restore".
- 5.2 SWBT will provide to AT&T the functionality of blocking calls (e.g., 900, 976, international calls, and third party or collect calls) by line or trunk to the extent that SWBT provides such blocking capabilities to its customers and to the extent required by law.
    - 5.2.1 The establishment of call blocking/screening requirements in a SWBT end office will be subject to the rates and conditions specified on an individual case basis as reflected in Appendix Pricing UNE - Schedule of Prices labeled "Call Blocking/Screening".
  - 5.3 When ordering unbundled Local Switching, AT&T may order from SWBT separate interLATA and intraLATA service providers (i.e., two PICs), when available, on a line or trunk basis. SWBT will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.
  - 5.4 Unless otherwise directed by AT&T, when AT&T orders unbundled Local Switching, SWBT will make every attempt to insure that all pre-assigned trunk or telephone numbers currently associated with that Element will be retained. To the extent such losses occur, SWBT will work cooperatively with AT&T to remedy such occurrences over time.
    - 5.4.1 When SWBT has initiated a suspension on a SWBT end user's account or disconnects an end user for nonpay, SWBT will not release the telephone number being used by the end user until such time as the end user's account has been paid in full. Conversely, SWBT agrees that when AT&T initiates a suspension on one of their end user's accounts or disconnects their end user for nonpay, SWBT will abide by the same provisions regarding telephone number release.
  - 5.5 SWBT will provide order format specifications to AT&T for all services, features, and functions available and for ancillary data required by SWBT to provision these services.
  - 5.6 SWBT will provide AT&T with standard provisioning intervals for all unbundled Network Elements.
  - 5.7 For unbundled Local Switching, SWBT will update the E911 service provider information and establish primary directory listing, in accordance with Attachment 19: White Pages Listings, appropriate for the unbundled Local Switching, from AT&T's service order.

5.8 At such time that AT&T determines to use AIN features, the Parties will jointly determine ordering and provisioning procedures for AIN services.

**6.0 Provisioning Requirements**

6.1 Except in the event an AT&T local service customer changes their local service provider to another LSP or SWBT, SWBT may not initiate any AT&T end user requested disconnection or rearrangement of Unbundled Network Elements or Combinations unless directed by AT&T. Any AT&T customer who contacts SWBT regarding a change in AT&T service will be advised to contact AT&T. Any SWBT customer who contacts AT&T regarding a change in SWBT service will be advised to contact SWBT. In those instances when any AT&T local service customer changes their local service provider to another LSP or SWBT, AT&T will be notified as described in the LSP change notification process, contained in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties.

6.2 Upon request from AT&T, SWBT will provide an intercept referral message that includes any new telephone number of an AT&T end user for the same period of time that SWBT provides such messages for its own end users. AT&T and SWBT will agree on the message to be used, which will be similar in format to the intercept referral message currently provided by SWBT for its own end users.

6.3 SWBT will provide AT&T with an FOC for each order (multiple WTNs may be included on one order) within 24 hours of SWBT's receipt of that order. The FOC will contain but is not necessarily limited to: purchase order number, telephone number, Local Service Request number, due date and Service Order number.

6.4 Upon work completion, SWBT will provide AT&T with an 855 EDI transaction based Order Completion that states when that order was completed. When available, SWBT will provide AT&T and 865 EDI transaction based Order Completion.

6.5

6.6 As soon as identified, SWBT will provide AT&T a 997 EDI transaction based Rejection/errors notification occurring in any of the EDI data element(s) fields contained on any AT&T order.

6.7 When SWBT's committed Due Date (DD) is in jeopardy of not being met by SWBT on any Unbundled Network Elements or Combinations. SWBT will concurrently provide the revised due date. SWBT may satisfy its obligations under this paragraph by providing AT&T access through the electronic interface to a database which identifies due dates in jeopardy and provides revised due dates as soon as they have been established by SWBT. On an interim basis, SWBT and AT&T will establish mutually

acceptable methods and procedures for handling the processes for a jeopardy notification or missed due dates.

- 6.8 When a SWBT employee visits the premises of an AT&T customer in respect to installation, maintenance and repair services, the SWBT employee will inform the customer that he or she is there acting on behalf of AT&T. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) will also inform the customer that SWBT was on their premises acting on behalf of AT&T. "AT&T branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with AT&T's customers, will be furnished to SWBT by and at the sole expense of AT&T. SWBT will not rebrand its vehicles and personnel. AT&T will provide a single point of contact so that SWBT, including individual SWBT technicians, can order "AT&T branded" materials via a toll free telephone number provided by AT&T, for delivery to an address specified by SWBT or the technician.
- 6.9 SWBT technicians will refer AT&T local customers to AT&T, if an AT&T local customer requests a change to the service order dispatched at the time of installation. When a SWBT employee visits the premises of an AT&T local customer, the SWBT employee must inform the customer that he or she is there acting on behalf of AT&T.
- 6.10 SWBT will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain AT&T's approval prior to commencing construction under an AT&T order for such service.
- 6.11 When industry standards are established, and SWBT and AT&T mutually agree to an implementation schedule, SWBT will provide provisioning status notification for all provisioning orders issued to SWBT by AT&T.
- 6.12
- 6.13 When AT&T orders unbundled Local Switching, AT&T may also obtain all installed technically available features and functions from the specified SWBT switch (e.g., CLASS, and LASS features).
- 7.0 Performance Requirements**
- 7.1 When AT&T places an LSR, AT&T will specify a requested Due Date (DD), and SWBT will specify a DD based on the applicable intervals. In the event AT&T's requested date is less than the applicable interval, AT&T will contact SWBT and the Parties will negotiate an expedited DD. This situation will be considered an expedited order and applicable charges will apply as reflected in Attachment 6, Appendix Pricing UNE - Schedule of Prices labeled "Service Order Charges - Unbundled Element Expedited".

SWBT will not complete the order prior to the DD or later than the DD unless authorized by AT&T.

- 7.2 Within two (2) business hours after a request from AT&T for an expedited order, SWBT will notify AT&T of the status of the order within the expedited interval. A business hour is any hour occurring on a business day between 8:00 a.m. and 5:00 p.m.
- 7.3 Once an order has been issued by AT&T and AT&T subsequently requires a new DD that is sooner than the committed DD, AT&T will issue an expedited modify order. SWBT will notify AT&T within two (2) business hours of the status of the order requesting the new DD.
- 7.4 AT&T and SWBT will agree to escalation procedures and contacts for resolving questions and disputes related to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. SWBT will notify AT&T of any modifications to these contacts within one (1) week of such modifications.
- 7.5 SWBT will provide: (a) percent missed DD; (b) percent right the first time - 30 days; (c) percent no access (a, b, and c will be measured and reported on a monthly basis by SWBT for both AT&T customers and SWBT customers); and (d) LSPC response time. SWBT will provide the same level of service to AT&T customers as it provides to its own customers.

7.6

7.6

**8.0 INTERVALS FOR ORDER COMPLETION FOR UNE AND OTHER ITEMS**

**AT&T Proposal**

Item	Quantity/Type		Number of Days/Order	
NID	1-10 NIDs 11-20 NIDs 21+ NIDs			
Local Loop	1-10 Loops 11-20 Loops 21+ Loops			
Local Switching	1-10 Ports 11-20 Ports 21+ Ports			
Operator Service/Directory Assistance				
Interoffice Transport	Common Transport			
	Dedicated Transport	DS1  DS3 OC3, OC12, OC48	parity parity parity parity	
Signaling Link Transport				
SCP/Databases (LIDB, CNAM, 800)				
MUX/DeMUX				
DCS				
Cross Connects				
Tandem Switching				
Customized Routing (OS/DA)				

**SWBT Proposal**

Item	Quantity/Type	Number of Days/Order	
NID	1-10 NIDs 11-20 NIDs 21+ NIDs		
Local Loop	1-10 Loops 11-20 Loops 21+ Loops		
<u>Local Switching without Customized Routing</u>	1-10 Ports  11-20 Ports 21+ Ports		
Operator Service/Directory Assistance			
Interoffice Transport	Common Transport		
	Dedicated Transport  DS1  DS3 OC3, OC12, OC48		

<u>Signaling Link Transport</u>			
SCP/Databases (LIDB, CNAM, 800)			
MUX/DeMUX			
DCS			
Cross Connects			
<b>Dark Fiber</b>			
<b>Sub Loop</b>			
Tandem Switching			
Local Switching with Customized Routing (OS/DA)			

**9.0 Operational Readiness Test (ORT) for Ordering/Provisioning**

9.1 SWBT will participate with AT&T in Operational Readiness Testing (ORT) which will allow for the testing of the systems, interfaces, and processes for the pre-ordering, ordering and provisioning of unbundled Network Elements or Combinations. ORT will be completed in accordance with a schedule mutually agreed to by the Parties. Such ORT will begin not later than April, 1997.

**10.0 Pricing**

10.1 Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Attachment 6, Appendix Pricing UNE - Schedule of Prices labeled "Operations Support Systems (OSS)".



**ATTACHMENT 8: MAINTENANCE -  
Unbundled Network Elements**

**1.0 General Requirements**

1.1 SWBT will provide repair, maintenance, testing, and surveillance for all unbundled Network Elements and any Combinations of Network Elements (Combinations) as described in Attachment 6 of the Agreement in accordance with the terms and conditions of this Attachment.

**2.0 Maintenance Requirements**

2.1 SWBT will provide maintenance for all unbundled Network Elements and Combinations ordered under this Agreement at levels equal to the maintenance provided by SWBT in serving its end user customers, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management.

**3.0 Electronic Bonding**

3.1 SWBT and AT&T agree to work together in the Electronic Communications Implementation Committee (ECIC) or other appropriate organizations to establish uniform industry standards for Electronic Bonding Interfaces (EBI), in accordance with the ANSI T1.227 and T1.228, to support repair and maintenance of Unbundled Network Elements and Combinations.

3.2 AT&T and SWBT agree to work together to implement Phase I of EBI as set forth in Fault Management Electronic Bonding Interface for Local Service - Version 3, Draft 1, dated January 13, 1997, or as subsequently modified and provided to SWBT by January 15, 1997. Phase 1 is tentatively scheduled to be completely operational by August, 1997, with testing beginning April, 1997. If AT&T fails to begin testing by April, 1997, SWBT will require AT&T to negotiate new testing and completely operational dates. Phase 1 will provide the following functions:

- a) the ability to enter a new trouble ticket electronically;
- b) the ability to receive the Estimated Time To Repair ("ETTR") electronically with the successful creation of the trouble ticket;
- c) the ability to retrieve and track the current status on all electronically bonded trouble tickets;

- d) the ability to get applicable charges at ticket closure. For non-designed services this will include the maintenance of service charge indicator. For special services, this will include the number of hours per technician and the bill activity type;

3.3 SWBT and AT&T agree to work together to develop new or modify existing standards for Phase II of EBI (specific date by which said development is to be completed to be jointly agreed upon) which will provide AT&T the following capabilities, including, but not limited to :

- a) performing feature and line option verification and request corrections;
- b) performing network surveillance (e.g., performance monitoring);
- c)
- d) receiving immediate notification of missed appointments;
- e) identifying existing cable failures (by cable and pair numbering).

3.3.1

3.3.2 This EBI will conform to ANSI standards T1.227:1995 and T1.228:1995, Electronic Communication Implementation Committee (ECIC) Trouble Report format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all standards referenced within those documents, as mutually agreed upon by AT&T and SWBT.

3.3.3 The Parties will use and acknowledge functions currently implemented for reporting troubles. These functions include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in clauses 6 and 9 of ANSI T1.228:1995.

3.3.4 AT&T and SWBT will exchange requests over a mutually agreeable X.25-based network. AT&T and SWBT will translate maintenance requests or responses originating in their internal processes into the agreed attributes and elements.

3.4 SWBT and AT&T will modify the EBI to incorporate updates to the applicable ANSI and ECIC standards referenced above, unless the Parties agree to defer or forego a particular modification.

**4.0 Repair Service Response**

- 4.1 SWBT technicians will provide repair service on Unbundled Network Elements and Combinations that is at least equal in quality to that provided to SWBT customers; trouble calls from AT&T will receive response time and priorities that are at least equal to that of SWBT customers. AT&T and SWBT agree to use the severity and priority restoration guidelines set forth in SWBT MMP 94-08-001 dated April 1996, and as subsequently modified.

**5.0 Intercompany Communications**

- 5.1 The SWBT Network Management Service Center ("NMSC") will utilize the AT&T Network Management Center ("NMC") as the Single Point of Contact to notify AT&T of the existence, location, and source of all emergency network outages affecting an AT&T customer. The AT&T Customer Network Service Center ("CNSC") or the AT&T NMC may call the SWBT NMSC in order to discuss scheduled activities that may impact AT&T Customers. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

**6.0 Emergency Restoration Plan**

SWBT will provide AT&T with mutually agreed upon emergency restoration and disaster recovery plans. Such plans will include, at a minimum, the following:

- 6.1 the establishment of a single point of contact (SPOC) responsible for initiating and coordinating the information relating to the status of maintenance/restoration efforts and problem resolution for all unbundled Network Elements and Combinations for AT&T;
- 6.2 disaster recovery notification will be made in accordance with SWBT Central Office Disaster Recovery Plan MMP 94-12-001 dated April 19,1996, and as subsequently modified;
- 6.3 the SWBT NMSC will notify AT&T's Denver NMC of all activities involving central office and interoffice networks;
- 6.4 the SWBT LSPC (Local Service Provider Center-Maintenance) will notify the AT&T CNSC of any local loop facility activities or failures, as the SWBT LSPC becomes aware of them. SWBT must notify AT&T of maintenance work in the following situations: (1) when maintenance activity is planned; (2) when there are unexpected major outages. When a network element is dedicated to AT&T, SWBT must work with AT&T to schedule maintenance activity. SWBT must make reasonable accommodations to AT&T when scheduling the maintenance of a dedicated network element;

- 6.5 methods and procedures for mobile restoration equipment, SWBT MMP 94-06-001 dated May 21, 1996, and MMP 94-12-001 dated April 19, 1996, and as subsequently modified;
- 6.6 methods and procedures for reprovisioning of all unbundled Network Elements and Combinations after initial restoration. SWBT agrees that Telecommunications Service Priority ("TSP") services for AT&T carry equal priority with SWBT TSP services for restoration. SWBT will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services first in accordance with SWBT Emergency Operations Plan Overview and General Description MMP 94-08-001 Section 12, dated April 1996, and as subsequently modified;
- 6.7 site specific disaster recovery plans for LSPC and LSPSC provisioning work centers in accordance with LSPC Disaster Recovery Plan Summary dated April 22, 1996, and SWBT LSPSC Plan dated June 4, 1996, and as subsequently modified;
- 6.8 site specific disaster recovery plan for operational systems and databases in accordance with SWBT Computer Facility Disaster recovery plan dated May 13, 1996, and as subsequently modified; and
- 6.9 generic disaster recovery plan for central offices, commercial power and facility outages and in accordance with SWBT Generic Disaster Recovery Plans for Central Offices, Commercial Power, Facility Outages dated May 13, 1996, and as subsequently modified. Copper cable restoration shall be in accordance with SWBT Copper Cable Restoration Methods document dated May 13, 1996, and as subsequently modified. Fiber cable restoration will be in accordance with SWBT Emergency Management Process document dated April 23, 1996, and as subsequently modified.
- 7.0 Misdirected Repair Calls**
- 7.1 All misdirected repair calls to SWBT from AT&T customers prior to permanent number portability, will be given a recording (or live statement) directing them to call the number designated by AT&T. Scripts used by SWBT will refer AT&T customers (in both English and Spanish when available) to the AT&T 800 number in the AT&T CNSC. All calls to 611 in SWBT's territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all customers. AT&T on a reciprocal basis will refer all misdirected repair calls that AT&T receives for SWBT customers to a SWBT designated number. For purposes of permanent number portability, the Parties agree to work together to determine whether and to what extent a mutually agreeable method for handling misdirected repair calls may be implemented.

**8.0 Repair Procedures**

SWBT agrees to the following:

- 8.1 Prior to Electronic Bonding Interface (EBI), AT&T will refer repair calls to the SWBT LSPC by telephone or via the SWBT Toolbar Trouble Administration Interface (Toolbar). After implementation of EBI, AT&T may from time to time call the SWBT LSPC. In either event, the following will apply: The SWBT LSPC will answer its telephone and begin taking information from AT&T at the same level of service as provided to SWBT's customers when calling the Customer Service Bureau ("CSB"). The Speed of Answer performance will be provided monthly once the LSPC has the equipment to measure calls and the data provided will be for all calls for all LSPs answered by the LSPC.
- 8.2 SWBT will provide a Single Point of Contact (SPOC) for all of AT&T's maintenance (via an 800# to the LSPC) 24 hrs/day, 7 days a week.

The EBI to be established pursuant to Section 3 preceding shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except for the scheduled maintenance downtime as documented in Section 6.2 of the SWBT & AT&T Joint Implementation Agreement for the Electronic Bonding Project, Version 1, dated November 2, 1994.

- 8.3 AT&T will utilize the Toolbar or the EBI to obtain the status of open and closed trouble reports.
- 8.4
- 8.5 Notice of emergency network outages, as defined in this Attachment, will be provided to the AT&T NMC within one (1) hour.
- 8.6 For network outages other than emergency outages, the following performance measurements will be taken with respect to restoration of Unbundled Network Elements and Combinations service:

a)	speed of answer in the LSPC - Note: Comparison will be made against the results for speed of answer in SWBT's CSBs (where SWBT's customers call in to refer troubles directly);
b)	percent missed commitments for nondesigned services;
c)	average outage duration time: nondesigned — receipt to clear; designed — mean time to repair;
d)	percent right the first time (repeat reports): nondesigned — 10 days; designed — 30 days;
e)	percent report rate nondesigned - Note: Comparison will be applicable only after AT&T's customer base equals or exceeds 300,000 lines;
f)	percent no access - nondesigned.

The above performance measurements will be measured and reported to AT&T on a monthly basis by SWBT for both AT&T customers and SWBT customers. If the quality of service provided to AT&T customers based on these measurements is less than that provided to SWBT customers for three consecutive months, or if the average quality of service for a six month period is less than that provided to SWBT customers, AT&T may request a service improvement meeting with SWBT.

8.7 For purposes of this Section, service through an Unbundled Network Element or Combination is considered restored or a trouble resolved when the quality of Unbundled Network Element or Combination service is equal to that provided before the outage or the trouble occurred.

## 9.0 Escalation Procedures

9.1 SWBT will provide AT&T with written escalation procedures for maintenance resolution to be followed if, in AT&T's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of SWBT management personnel who are responsible for maintenance issues. AT&T acknowledges that the procedures set forth in SWBT's LSPC POTS Escalation/Expedite Maintenance Procedures dated May 6, 1996, and LSPC escalation contact list meet the requirements of this Section.

**10.0 Premises Visit Procedures**

- 10.1 SWBT Maintenance of Service Charges, when applicable, will be billed by SWBT to AT&T, and not to AT&T's end-user customers.
- 10.2 Dispatching of SWBT technicians to AT&T Customer premises shall be accomplished by SWBT pursuant to a request received from AT&T.
- 10.3 When a SWBT employee visits the premises of an AT&T local customer, the SWBT employee must inform the customer that he or she is there acting on behalf of AT&T. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that SWBT was on their premises acting on behalf of AT&T. "AT&T branded" materials, to be utilized by SWBT installation, maintenance and/or repair technicians when dealing with AT&T's customers, will be furnished to SWBT by and at the sole expense of AT&T. SWBT will not rebrand its vehicles and personnel. AT&T will provide a single point of contact so that SWBT, including individual SWBT technicians, can order "AT&T branded" materials via a toll free telephone number provided by AT&T, for delivery to an address specified by SWBT or the technician.
- 10.4 If a trouble cannot be cleared without access to AT&T's local customer's premises and the customer is not at home, the SWBT technician will leave at the customer's premises an "AT&T branded" "no access" card requesting the customer to call AT&T for rescheduling of repair.

**11.0 Testing**

- 11.1 All unbundled Network Elements and/or Combination of Element troubles determined not to be end-user customer related or in AT&T's provided network facilities will be reported by AT&T to SWBT. Upon receipt of a trouble report on unbundled Network Element(s), SWBT will test and sectionalize all elements purchased from (or provided by) SWBT. If SWBT determines that a trouble is isolated or sectionalized in network facilities provided by AT&T, then SWBT will refer the trouble ticket back to the AT&T Work Center (CNSC) for handling.
- 11.2 SWBT and AT&T agree to develop a mutually acceptable Work Center Operational Understanding document to establish methods and procedures to define the exchange of information between SWBT and AT&T under which they will work together.

**12.0 Pricing**

- 12.1 Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Appendix Pricing-UNE to Attachment 6.



**ATTACHMENT 9: BILLING - OTHER****1.0 Introduction**

- 1.1 This Section describes the requirements for the Parties to bill all charges the Parties incurred other than those addressed in Attachment 4: Connectivity Billing - Resale.

**2.0 Billing Information and Charges for UNE**

- 2.1 SWBT will bill in accordance with this Agreement those charges AT&T incurs as a result of AT&T purchasing from SWBT Unbundled Elements as set forth in Attachment 6. Each bill will be formatted in accordance with CABS or as applicable in accordance with EDI for Resale services. Each Billing Account Number (BAN) will be sufficient to enable AT&T to identify the Unbundled Element ordered by AT&T to which charges apply. Each bill will include a Customer Service Record (CSR) and will set forth the quantity and description of each Unbundled Element provided to AT&T.
- 2.2 SWBT will provide AT&T a monthly bill that includes all charges incurred by and credits and/or adjustments due to AT&T for those Unbundled Elements, ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by SWBT to AT&T will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unbilled adjustments and (6) any Customer Service Record (CSR) for all recurring flat-rated charges.
- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by SWBT to AT&T. Bills will not be rendered for any Charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date. In addition, on each bill where "Jurisdiction" is identified, local and local toll charges will be identified as "Local" and not as interstate, interstate/ interLATA, intrastate, or intrastate/intraLATA.
- 2.4 Each Party will provide the other Party at no additional charge a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.

### **3.0 Issuance of UNE Bills**

- 3.1 SWBT will issue all bills in accordance with the terms and conditions set forth in this Section. SWBT will establish monthly billing dates (Bill Date) for each BAN, as further defined in the CABS documents and EDI/BOS document (e.g. AIN), which Bill Date will be the same day month to month. Each BAN will remain constant from month to month, unless changed as agreed to by the Parties. SWBT will provide AT&T at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. SWBT will provide one invoice associated with each BAN. All bills must be received by AT&T no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties may agree) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.
- 3.2 SWBT will issue all bills containing billing data and information in accordance with CABS Version 26.0 with exceptions noted in the Differences List, or such later versions of CABS as are published by Bellcore, or its successor, and as further described in AT&T's publication, Unbundled Network Elements Interconnections Interface Requirements, (Sept. 19, 1996) (hereafter AT&T UNE Interface Specifications). To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the format agreed by the Parties by February 1, 1997.
- 3.3 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. AT&T will provide SWBT reasonable (within 24 hours) notice if a billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to AT&T, at SWBT's sole expense, in a form that meets the specifications. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

### **4.0 Electronic Transmissions**

- 4.1 SWBT will transmit billing information and data in the appropriate CABS format or EDI format electronically via Connect:Direct (formerly known as Network Data Mover) to AT&T at the location specified by AT&T. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required. AT&T data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If SWBT has an established Connect:Direct link with AT&T, that link can be used for data transmission if the location and applications are the same for the existing link.

Otherwise, a new link for data transmission must be established. SWBT must provide AT&T/Alpharetta its Connect:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. AT&T's Connect:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in SWBT's Connect:Direct software. AT&T will supply to SWBT its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

- 4.2 The following dataset format will be used as applicable for those charges transmitted via Connect:Direct in CABS format:

#### Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	SWBT Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)
EE =	thru 31 (Bill Period) (optional) or GA (US Postal-State Code)

#### Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)

### 5.0 Tape Or Paper Transmissions

- 5.1 In the event either Party does not have Connect:Direct capabilities upon the effective date of this Agreement, such Party agrees to establish Connect:Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via

magnetic tape or paper (as agreed to by AT&T and SWBT). Billing information and data contained on magnetic tapes or paper for payment will be sent to the Parties at the locations designated by each Party. The Parties acknowledge that all tapes transmitted to the other Party via US Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

## **6.0 Testing Requirements**

- 6.1 At least 90 days prior to changing transmission mediums (e.g., from paper to mechanized), SWBT will send bill data in the appropriate mechanized format (i.e. CABS or EDI) for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. The Parties will mutually agree to develop a testing process to ensure the accurate transmission of the bill. SWBT agrees that it will not send bill data in the new mechanized such bill data has met the agreed testing specifications as developed.
- 6.2 SWBT will send bill data in the appropriate mechanized format (i.e. CABS or EDI) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment. After receipt of the test data AT&T will notify SWBT if the billing transmission meets testing specifications. If the transmission fails to meet the agreed testing specifications, SWBT will make the necessary corrections. At least three (3) sets of testing data must meet the mutually agreed testing specifications prior to SWBT sending a mechanized production bill for the first time via electronic transmission. Thereafter, SWBT may begin sending AT&T mechanized production bills on the next Bill Date, or within ten (10) business days, whichever is later.

## **7.0 Additional Requirements**

- 7.1 If SWBT transmits data in a mechanized format, SWBT will comply with the following specifications which are not contained in CABS or EDI/BOS guidelines but which are necessary for AT&T to process billing information and data:
- (a) The BAN will not contain embedded spaces or low values.
  - (b) The Bill Date will not contain spaces or non-numeric values.
  - (c) Each bill must contain at least one detail record.
  - (d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

## **8.0 Bill Accuracy Certification**

- 8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, SWBT will be responsible and accountable for transmitting to AT&T an accurate and current bill. For the purposes of this Agreement, AT&T and SWBT will