

**EXHIBIT A**

***REDACTED FOR  
PUBLIC INSPECTION***

**EXHIBIT B**

***REDACTED FOR  
PUBLIC INSPECTION***

# **EXHIBIT C**

## ACCESS SERVICE

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(x)

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ACCESS SERVICE

22. Managed Value Plan (MVP)

22.1 General Description

Managed Value Plan (MVP) is a qualified access discount plan that provides customers with billing discounts for a commitment to maintain a predetermined annual recurring billing amount for five years. MVP is available to any customer with at least ten (10) million dollars in annual billing for the qualified access services listed in 22.2, following. Additional MVP discounts are also available if the Telephone Company fails to meet MVP Service Level Assurance levels stated in 22.3(G), following.

When MVP is ordered, the customer must provide all of the Access Customer Name Abbreviations (ACNA) and Other Company Name (OCN) codes included under the MVP Agreement.

22.2 Services Available Under MVP

MVP billing discounts apply to the recurring revenues for the qualified access services contained in the tariff sections listed below:

(T)

Service	General/Basic Description	Rates and Charges	Price Flex Rates and Charges
Entrance Facilities	6.7.1(D)(1)	6.8.2(A)	31.5.1(A)
Direct Trunked-Transport	6.7.1(D)(2)	6.8.2(B)	31.5.1(B)
Voice Grade Service	7.2.3	7.5.3	31.5.2.3
Generic Digital Transport Service	7.2.8	7.5.8	31.5.2.6
High Capacity Service	7.2.9	7.5.9	31.5.2.7
Digital Data Over Voice Service	7.2.10	7.5.10	31.5.2.8
SONET Ring and Access Service (SRAS)	7.2.11	7.5.9	31.5.2.7
Fiber Advantage Service	7.2.9	7.5.9	31.5.2.7
Broadband Circuit Service (BCS)*	20.1	20.3	31.5.2.11
OC-192 Dedicated SONET Ring Service	30.1	30.4	31.5.2.12
Optical Carrier Network (OCN) Point-to-Point Service	32.1	32.3	31.5.2.13

(N)

(N)

\*This option is obsolete and limited to existing customers at existing locations, as of January 11, 2002.

(C)  
(C)

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22. Managed Value Plan (MVP)

22.2 Service Available Under MVP (Cont'd)

With the exception of the provisions contained in 22.3(E)(5), following, all terms and conditions for the qualified services listed above are governed by its respective tariff sections. MVP discounts are in addition to, and do not alter, any of the existing service discount plans available in its respective tariffs.

(M)

(M)

When additional qualified access services are added to the Services Available Under MVP in Section 22.2, all recurring revenues associated with the new qualified access services will automatically be added to the customer's Monthly Access Revenue, as defined in Section 22.3(D), following. The Monthly Access Revenue is used in the calculation of the Access Service Ratio, as described in 22.3 (D), following, and is also used as the customer's Monthly MARC achievement, as described in Examples 1 and 2 in Section 22.3(E)(3), following. The customer's Annual MARC will not automatically be increased when new qualified access services are added to Section 22.2. However, customers will have the ability to increase their Annual Marc by using the Re-establishing the MARC Policy as outlined in 22.3(C)(2), following.

(N)

(N)

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22. Managed Value Plan (MVP) (Cont'd)22.3 MVP Terms and Conditions(A) MVP Term Period

The term for a MVP Agreement is five (5) years and will commence on the billing date immediately following receipt of a properly signed MVP Agreement form. The initial billing period establishes the start of the five (5) year period where MVP discounts are in effect with the Telephone Company. MVP discount credits will accrue beginning with the first full month after the effective date of the MVP Agreement. The discount credits will be applied to the customer's Access Service bill on a monthly basis, subject to the conditions of this tariff, beginning within sixty (60) days following the effective date of the agreement. (x)

(B) Customer Obligations

To participate under MVP, a customer must agree to:

- (1) Establish an initial Minimum Annual Revenue Commitment (MARC). The MARC may be re-established as described in 22.3(C) (2), following; and
- (2) Maintain recurring qualified access billed revenue equal to or greater than the MARC during the MVP Agreement period; and
- (3) Maintain an Access Service Ratio, for the customer and its affiliates, equal to or greater than 95% measured on each anniversary of the MVP agreement date. The Access Service Ratio is defined in 22.3(D) following; and (x)
- (4) Remit bill payment as described in Section 2.4.1, preceding, and establish electronic bill payment<sup>(1)</sup> within six (6) months of a properly signed MVP Agreement form; and (x)
- (5) Utilize industry agreed upon standards for mechanized ordering of qualified access services as contained in: (x)

Ordering and Billing Forum  
ATIS/OBF-ASR-041  
Access Service Request, Mechanized Interface  
Specification; and

- (1) Customers participating under MVP prior to December 30, 2000 who have not previously established electronic bill payment are waived from this requirement.

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22. Managed Value Plan (MVP) (Cont'd)

(N)

22.3 MVP Terms and Conditions (Cont'd)

(B) Customer Obligations (Cont'd)

- (6) Utilize industry agreed upon standards for maintenance and trouble reporting as contained in:

ANSI T1.227 - American National Standard for Telecommunications-Operations, Administration, Maintenance, and Provisioning (OAM&P)-Extension to Generic Network Information Model for Interfaces between Operations Systems across Jurisdictional Boundaries to Support Fault Management.

ANSI T1.228 - American National Standard for Telecommunications-Operations, Administration, Maintenance, and Provisioning (OAM&P)-Services For Interfaces between Operations Systems across Jurisdictional Boundaries to Support Fault Management (Trouble Administration).

(C) Minimum Annual Revenue Commitment (MARC)

MVP billing discounts are applied to a customer's qualified monthly committed MARC, in the manner described in Section 22.3(E)(2). To receive the discount on a monthly basis, the customer must meet or exceed the predetermined MARC prorated on a monthly basis, maintain an Access Service Ratio greater than or equal to 95%, and continue to fulfill the other requirements contained in 22.3(B), preceding. MVP billing discounts will be applied in the form of a monthly credit on the customer's access bill.

(N)

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22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(C) Minimum Annual Revenue Commitment (MARC) (Cont'd)

(1) Determining the MARC

The customer's initial Minimum Annual Revenue Commitment (MARC) is calculated based on the total of the previous three (3) months recurring billing for qualified access services, multiplied by four (4).

The MARC is calculated as follows:

$$\begin{array}{l} \text{(Recurring Billing}^{(1)}\text{Amount} \\ \text{for Previous Three (3) Months)} \quad \times \quad 4 \quad = \quad \text{MARC}^{(2)} \end{array}$$

(2) Re-establishing the MARC

The MARC may be increased semi-annually, effective with the contract anniversary date. The MARC may be increased but never decreased. The minimum increase of the MARC is 5%. The revised MARC represents the customer's MVP revenue commitment for the remainder of the MVP five (5) year agreement upon which discounts will be calculated.

The following illustrates sample MARC re-establishment dates:

A customer MVP Agreement effective date and associated initial MARC are established on October 1, 2000. The customer cannot re-establish the MARC until October 1, 2001. If the customer does not re-establish the MARC on October 1, 2001, the next time the customer can re-establish the MARC is April 1, 2002. The following dates are the only other days upon which the MARC may be re-established:

October 1, 2002	April 1, 2004
April 1, 2003	October 1, 2004
October 1, 2003	April 1, 2005

The effective date of the revised MARC is the corresponding MARC re-establishment date.

- (1) Based upon actual recurring billing, for qualified access services listed in Section 22.2, preceding.
- (2) Must equal \$10 million or greater in annual qualified access services billing for services as stated in Section 22.2, preceding.

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(D)  
(N)

(N)

ACCESS SERVICE

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(D) Access Service Ratio

As referenced in Section 22.3(B)(3), preceding, the customer and its affiliates must maintain an Access Service Ratio of 95% or greater. The ratio, calculated monthly, is the total qualified access service billed revenue minus the adjusted revenue for the associated rate elements not included in the interstate tariff divided by the total qualified access service billed revenue. To remain in compliance with the MVP agreement, the ratio must be greater than or equal to 95% on the anniversary date of the MVP agreement. (T)

The 95% ratio is calculated as follows:

$$\frac{\text{Monthly Access Revenue} - (\text{Monthly Wholesale Revenue} - \text{Fixed Wholesale Revenue})}{\text{Monthly Access Revenue}}$$

Where:

- Monthly Access Revenue is the customer's and its affiliates' current monthly recurring billed revenue, for qualified access services as defined in 22.2, preceding. (T)
- Monthly Wholesale Revenue is the customer's and its affiliates' current monthly recurring billed revenue for associated rate elements not included in the interstate tariff services as defined in 22.3(D), following. (T)
- Fixed Wholesale Revenue is the customer's and its affiliates' monthly recurring billed revenue for associated rate elements not included in the interstate tariff as defined in 22.3(D), following, for the month of August 2000. (T)

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ACCESS SERVICE

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(D) Access Service Ratio (Cont'd)

The customer's and its affiliates' Access Service Ratio must equal or exceed 95% for each month in order for the customer to receive the commitment discount that month. Months where the customer does not receive the commitment discount are subject to true-up as explained in 22.3(H).

The associated rate elements are listed in the table below.

Service Level	Associated Rate Elements Not in Interstate Tariff
DS1	4-wire digital loop DS1 Entrance Facilities DS1 Interoffice Transport DS1 Cross Connects DS1 Multiplexing All DS1 non-tariffed Committed Information Rate Broadband Services
DS3	DS3 Loop DS3 Entrance Facilities DS3 Interoffice Transport DS3 Cross Connects DS1/DS3 Multiplexing All DS3 non-tariffed Committed Information Rate Broadband Services
OC-3 OC-12 OC-48	OC-3 Entrance Facilities OC-3 Interoffice Transport OC-3 Cross Connects OC-3 Multiplexing OC-12 Entrance Facilities OC-12 Interoffice Transport OC-12 Cross Connects OC-12 Multiplexing OC-48 Entrance Facilities OC-48 Interoffice Transport OC-48 Cross Connects OC-48 Multiplexing All OC-N equivalent non-tariffed Committed Information Rate Broadband Services
Other Transport Products	Dark Fiber - Interoffice Dark Fiber - Loop Dark Fiber - Subloop Dark Fiber Cross Connects

As new associated rate elements are introduced and added to the table in Section 22.2(D) all recurring revenues associated with the new associated rate elements will automatically be added to the customer's Monthly Wholesale Revenue, as defined in Section 22.3(D) preceding for calculation of the Access Service Ratio.

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(T)

(T)  
(N)

(N)

ACCESS SERVICE

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(E) MVP Billing Discounts

(1) General

MVP discounts are applied to the customer's and its affiliates' qualified monthly MARC commitment. There are two types of MVP billing discounts available:

- MVP Commitment Discounts
- MVP Service Level Agreement (SLA) Discounts

In addition to the MVP billing discounts, Nonrecurring Installation Charges will be waived as described in 22.3(E)(5), following.

(2) Application

MVP Commitment Discounts will begin the first full month following the effective date of the MVP Agreement and are applied as a credit toward the customer's access service bill on a full month's basis. MVP Commitment Discounts will be issued on a monthly basis sixty (60) days in arrears. Monthly billing credits will be issued for every month the customer maintains MVP eligibility as stated in 22.3(B), preceding. All discounts will be subject to true-up as provided in 22.3(H), following.

MVP-SLA discounts will be applied to the total qualified annual MARC within 60 days following the MVP anniversary date, provided the customer has achieved its obligations contained in 22.3(B), preceding. (x)

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22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(E) MVP Billing Discounts (Cont'd)

(3) MVP Commitment Discounts

The MVP Commitment Discount follows:

	YR 1	YR 2	YR 3	YR 4	YR 5
MVP Commitment Discount	9%	11%	12%	13%	14%

The MVP commitment discount is applied monthly, for those months where the criteria is met. If the customer does not receive the monthly commitment discount, it may still receive the discount, if it is in compliance with Section 22.3 by the contract anniversary date, through the true-up process described in 22.3(H).

(x)

Example 1:

A customer is in Year 1 of its MVP agreement. Its MARC is established at \$12 million, per the guidelines in 22.3(C)(1), preceding. The customer achieves a qualified monthly billing of \$1.07 million and has an Access Ratio of 97.53%.

The customer's MVP Commitment Discount is equal to \$90,000, calculated as follows:

Annual MARC = \$12M  
 Monthly MARC = \$12M / 12 months = \$1M  
 Monthly MARC achievement = \$1.07M  
 MVP Commitment Discount = 9%  
 MVP Monthly Credit = \$1.0M \* .09 = \$90,000

Example 2:

A customer is in Year 3 of its MVP agreement. Its MARC is established at \$12 million, per the guidelines in 22.3(C)(1), preceding. The customer achieves a qualified monthly billing amount of \$1.18 million and has an Access Ratio of 96.8%.

The customer's MVP Commitment Discount is equal to \$120,000, calculated as follows:

Annual MARC = \$12M  
 Monthly MARC = \$12M / 12 months = \$1M  
 Monthly MARC achievement = \$1.18M  
 MVP Commitment Discount = 12%  
 MVP Monthly Credit = \$1.0M \* .12 = \$120,000

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## ACCESS SERVICE

22. Managed Value Plan (MVP) (Cont'd)22.3 MVP Terms and Conditions (Cont'd)(E) MVP Billing Discounts (Cont'd)(3) MVP Commitment Discount (Cont'd)Example 3:

A customer is in Year 4 of its MVP agreement. Its MARC was re-established at \$15 million, per the guidelines in 22.3(C)(1), preceding. The customer achieves a qualified monthly billing amount of \$1.3 million and has an Access Ratio of 95%. The customer's MVP Commitment Discount is equal to \$162,500, calculated as follows:

Annual MARC = \$15M

Monthly MARC = \$15M / 12 months = \$1.25M

Monthly MARC achievement = \$1.3M

MVP Commitment Discount = 13%

MVP Monthly Credit = \$1.25M \* .13 = \$162,500

(T)

Example 4:

A customer is in year 3 of its MVP agreement. Its MARC is established at \$12 million, per the guidelines in 22.3(C)(1), preceding. The customer achieves a qualified monthly billing amount of \$1.18 million and has an Access Service Ratio of 94.3%.

The customer receives no discount for only the month the Access Service Ratio is below 95%. The missed discount is subject to the annual true-up process explained in 22.3(H), following.

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## ACCESS SERVICE

22. Managed Value Plan (MVP) (Cont'd)22.3 MVP Terms and Conditions (Cont'd)(E) MVP Billing Discounts (Cont'd)(4) MVP Service Level Assurance (MVP-SLA) Discounts

MVP customers will be eligible for additional credits if certain quality of service parameters are not met by the Telephone Company during the term of the MVP Agreement. Two separate MVP-SLA discounts may apply.

MVP-SLA Level 1 - A discount credit of 1% of the customer's annual MARC may be applied in the event the Telephone Company does not achieve its pre-determined targets for quality of service throughout the term of the MVP Agreement as described in Section 22.3(G) (2) (a), following.

MVP-SLA Level 2 - An additional discount credit of 1% of the customer's annual MARC may be applied if the Telephone Company fails to perform at the standards as described in Section 22.3(G) (3) (a), following.

(5) Nonrecurring Installation Charge Waivers

For all Access Service Requests (ASR) that have an Application Date (APP Date) on or after the effective date of the MVP agreement, all nonrecurring initial installation charges associated with Term Pricing Plans of three(3) years or longer, with the exception of expedited and special construction charges(as set forth in Sections 5.2.2 and 5.1.3 preceding), for the qualified access services described in 22.2, preceding, will be waived for the duration of a customer's MVP Agreement, as long as the circuit remains in service for at least three years or as long as the terms and conditions of the underlying term plans are met. The nonrecurring initial installation charges do not include subsequent changes and/or moves. Nonrecurring charges for optional features and functions associated with the initial installation of a circuit will be waived. Nonrecurring charges for the subsequent addition of optional features and functions (after the initial installation) will not be waived. If the underlying service is terminated before its term agreement expires, the customer will be billed the nonrecurring charges associated with the underlying tariff when the circuit is disconnected or the service is terminated. In the event that MVP is terminated before the terms and conditions of the underlying term plan are met, the nonrecurring charges previously waived under MVP will be billed to the customer. The Nonrecurring Channel Termination Charges associated with the failure to meet the DS1 Term Payment Plan Portability Agreement commitment and for exceeding the DS1 Term Payment Plan Portability Agreement commitment, as described in section 7.4.18(E) (3) previously, will not be waived under this Nonrecurring Installation Charge Waiver.

(N)  
|  
(N)

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ACCESS SERVICE

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(F). Renewals

Prior to expiration of an MVP Agreement, an MVP customer may renew its agreement for an additional five (5) year term without incurring a termination liability, as contained in 22.3(J), following. All renewals must occur no later than three (3) months before the expiration date of the original MVP agreement. The MVP Commitment Discount for the MVP Agreement Renewal will be 14% for the five (5) years of the renewal agreement. The MARC for the new MVP Agreement Renewal will be the existing Annual MARC of the final year of the previous MVP Agreement. Only one renewal is permitted per MVP Agreement. Upon expiration of an MVP Agreement or an MVP renewal, and if an MVP tariff remains in effect and is not grandfathered, a new MVP Agreement may be established with a new MARC developed per the provisions contained in 22.3(C) (1), preceding.

(M)

(M)

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22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(G) MVP Service Level Assurance (MVP-SLA) Parameters

(1) General

MVP customers may be eligible for additional credits based upon the quality of service delivered during the term of the MVP Agreement. MVP-SLA credits will be applied in the event that the Telephone Company's MVP-SLA service performance level objectives are not met.

MVP-SLA parameters are established for a twelve month interval commencing with the MVP Agreement date.

The service performance level parameters for each of these three (3) services shall address:

(a) On-Time Provisioning (OTP) - Calculated by dividing the number of customer requests for new service and rearrangements of existing service that were missed or Telephone Company reasons by the total number of new service requests and rearrangements of existing service completed during the reporting period. The date used to determine whether or not the service request was missed is the Service Conformation Date provided on the Firm Order Confirmation (FOC).

(x)  
(x)  
(x)  
(x)

(b) Failure Frequency (FF) - Represented as an annualized percent of the MVP customer's total access circuit failures. Calculated by dividing the total number of Telephone Company circuit failures during the reporting period by the cumulative number of embedded circuits for the same period and multiplying the result by 12. Only "found trouble" reporting codes are considered to be failures. "Found trouble" reporting codes are report codes CC, CO, FAC, STN and SVB.

(x)

(b) Time to Restore (TTR)- Measure of outage duration calculated by dividing the total number of measured troubles that are less than or equal to 3 hours in the reporting period by total number of troubles in the same reporting period. All measured troubles codes are included in this calculation. These are CC, CO, FAC, NTF, STN, SVB and TOK.

(x)

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22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(G) MVP Service Level Assurance (MVP-SLA) Parameters (Cont'd)

(2) MVP-SLA Level 1

(a) Description

In the event that the Telephone Company fails to perform at or above the established service thresholds for any given MVP Agreement year, the MVP customer will be entitled to a 1% Level 1 Service Quality Assurance credit. (T)

MVP-SLA Level 1 Discounts are applicable to the following qualified services:

- Voice Grade Service - Section 7.2.3
- Generic Digital Transport Service - Section 7.2.8
- High Capacity Service - Section 7.2.9

A minimum number of circuits per service, a minimum number of new installations per service, and a minimum number of trouble-ticket activities per service will be required in order to qualify that service for possible discounts under the MVP-SLA Level 1 service performance terms.<sup>(1)</sup> These minimum requirements are listed in Table A below: (N)

MVP-SLA Qualified Service	Minimum In-Service Requirement	Minimum Installations Per Quarter	Minimum Trouble Tickets Per Quarter
Voice Grade Service	50	20	20
Generic Digital Transport Service	50	20	20
High Capacity Service	50	20	20

Table A (N)

(1) Customers participating in MVP prior to June 8, 2002 are not required to meet the Minimum In-Service Requirement, the Minimum Installation Requirement, or the Minimum Trouble Ticket Requirement.

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22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(G) MVP Service Level Assurance (MVP-SLA) Parameters (Cont'd)

(2) MVP-SLA Level 1 (Cont'd)

(a) Description (Cont'd)

At the end of a quarter, the customer's circuits in service, circuit installations, and circuit trouble tickets will be calculated for the quarter. If an MVP customer does not meet the minimum requirements to qualify for a particular service under the MVP-SLA service performance terms, the calculation of the total points earned will be as shown in 22.3(G)(2)(b).<sup>(1)</sup>

(N)

(N)

A service performance target has been established for each of the nine MVP Level 1 Service Assurance performance measures for each year of the MVP term, specified in Table 1.0.

(M)

(T)

(M)

	TTR<3 Hours			FF			OTP		
	DS1	DDS	VG	DS1	DDS	VG	DS1	DDS	VG
YR1	78.50%	71.0%	62.5%	13.50%	18.0%	15.0%	90.00%	96.5%	96.5%
YR2	82.50%	76.0%	65.0%	12.70%	16.0%	14.0%	95.00%	96.9%	96.9%
YR3	85.00%	80.0%	68.0%	12.00%	14.5%	13.0%	95.60%	97.2%	97.2%
YR4	87.00%	82.0%	69.0%	11.30%	13.5%	12.5%	96.20%	97.5%	97.5%
YR5	89.00%	83.0%	70.0%	10.60%	13.0%	12.0%	96.70%	97.7%	97.7%

Table 1.0

(M)

(1) Customers participating in MVP Prior to June 8, 2002 are not required to meet the Minimum In-Service Requirement, the Minimum Installation Requirement, or the Minimum Trouble Ticket Requirements.

(N)

(N)

(N)

(N)

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22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(G) MVP Service Level Assurance (MVP-SLA) Parameters (Cont'd)

2) MVP-SLA Level 1 (Cont'd)

(a) Description (Cont'd)

Service performance in each of the service categories will be averaged for each MVP customer by quarter and by year throughout the life of the MVP agreement. These service averages will then be used in the following Level 1 Service Assurance calculation to determine whether or not the 1% Level 1 Service Quality Assurance credit is applicable to the MVP subscriber for a given year.

(T)  
(T)

(b) Calculation

At the conclusion of each MVP Agreement year, the 12-month averages for each measured service component will be compared to its corresponding target in Table 1.0. For those service components that meet or exceed this target, a point value will be assigned for each quarter and for the end of year. DS1 services will be valued at three points, DDS services at 2 points and VG services at one point. For service performance below the benchmark, no points will be awarded. If, during a quarter, an MVP-SLA qualified service is not eligible due to the failure to meet one of the minimum requirements as identified in 22.3(G)(2)(a), the corresponding point value for that particular qualified service will be assigned for that quarter.<sup>(1)</sup> As illustrated in Table 2.0, the maximum possible annual score (quarterly and annual totals combined) is 144 points.

(N)  
(N)  
(N)  
(N)  
(N)  
(N)

	Q1				Q2				Q3				Q4				TOTAL YEAR	TOTAL POINTS
	TTR	FF	OTP	TOT														
DS1	3	3	3	9	3	3	3	9	3	3	3	9	3	3	3	9	36	72
DDS	2	2	2	6	2	2	2	6	2	2	2	6	2	2	2	6	24	48
VG	1	1	1	3	1	1	1	3	1	1	1	3	1	1	1	3	12	24
<b>TOTAL</b>	<b>18</b>				<b>72</b>	<b>144</b>												

Table 2.0

(1) Customers participating in MVP prior to June 8, 2002 are not required to meet the Minimum In-Service Requirement, the Minimum Installation Requirement, or the Minimum Trouble Ticket Requirement.

(N)  
(N)  
(N)

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PACIFIC BELL TELEPHONE COMPANY

TARIFF F.C.C. NO. 1  
1st Revised Page 22-14.1  
Cancels Original Page 22-14.1

ACCESS SERVICE

(x)

(x)

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ACCESS SERVICE

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(G) MVP Service Level Assurance (MVP-SLA) Parameters (Cont'd)

2) MVP-SLA Level 1 (Cont'd)

(b) Calculation (Cont'd)

Any combined total quarterly and annual score greater than or equal to 104 points will be considered as reflective of a high overall service quality for any given year and no Level 1 Quality Assurance credit will be applicable. Combined scores of less than 104 points will result in the application of the additional 1% Level 1 Service Quality Assurance credit as set forth in Section 22.3 (E) (4), preceding. (T)

The following example illustrates how quarterly and end-of-year results will be used to determine whether or not a Level 1 credit is applicable. (T)

HYPOTHETICAL 1ST YEAR MVP SERVICE PERFORMANCE												
DMOQ	MVP TARGET	1Q	PTS	2Q	PTS	3Q	PTS	4Q	PTS	EOY AVG	PTS	
DS1-OTP	90.00%	99.03%	3	98.08%	3	97.98%	3	97.98%	3	98.27%	12	
DS0 DIG-OTP	96.50%	98.04%	2	97.86%	2	97.99%	2	98.00%	2	97.97%	8	
DS0 VG-OTP	96.50%	99.53%	1	98.25%	1	97.97%	1	98.11%	1	98.47%	4	
DS1-FF	13.50%	15.60%	0	14.20%	0	13.48%	3	12.02%	3	13.83%	0	
DS0 DIG-FF	18.00%	20.44%	0	22.17%	0	21.89%	0	20.21%	0	21.18%	0	
DS0 VG-FF	15.00%	13.18%	1	14.46%	1	18.87%	0	16.34%	0	15.71%	0	
DS1-TTR<3	78.50%	82.12%	3	80.88%	3	82.00%	3	85.04%	3	82.51%	12	
DS0 DIG-TTR<3	71.00%	69.54%	0	71.50%	2	71.04%	2	73.30%	2	71.35%	8	
DS0 VG-TTR<3	62.50%	64.33%	1	63.80%	1	64.42%	1	66.45%	1	64.75%	4	
<b>TOTAL POINTS</b>			<b>11</b>		<b>+ 13</b>		<b>+ 15</b>		<b>+ 15</b>	<b>= 54</b>	<b>+ 48</b>	<b>= 102</b>

In the above example, the customer would receive a 1% Level 1 Quality Assurance credit. (T)

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(x)

(x)

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ACCESS SERVICE

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(G) MVP Service Level Assurance (MVP-SLA) Parameters (Cont'd)

(3) MVP-SLA Level 2

(a) Description

The Level 2 Service Quality Assurance offers an additional 1% credit in addition to the 1% Level 1 Service Quality credit, previously described. (T)

MVP-SLA Level 2 Discounts are applicable to the following qualified services:

- High Capacity Service - Section 7.2.9

The minimum requirements identified in Section 22.3(G) (2) (a), preceding, are also required for qualification for potential MVP-SLA Level 2 discounts. <sup>(1)</sup> (N)

Level 2 targets are shown in Table 3.0 following:

	TTR<3	FF	OTP
YR1	NA	NA	NA
YR2	NA	NA	NA
YR3	55.3%	18.6%	62.1%
YR4	55.3%	18.6%	62.1%
YR5	55.3%	18.6%	62.1%

Table 3.0

(1) Customers participating in MVP prior to June 8, 2002 are not required to meet the Minimum In-Service Requirement, the Minimum Installation Requirement, or the Minimum Trouble Ticket Requirement. (N)

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ACCESS SERVICE

22. Managed Value Plan (MVP) (Cont'd)

22.3 MVP Terms and Conditions (Cont'd)

(G) MVP Service Level Assurance (MVP-SLA) (Cont'd)

(3) MVP-SLA Level 2 (Cont'd)

(b) Calculation

Level 2 Service Quality Assurance is applicable (T)  
 beginning with results from the third MVP Agreement (T)  
 year and only comes into play in the event the  
 Telephone Company fails to perform at the previously  
 described Level 1 standard (i.e., total combined (T)  
 quarterly and end-of-year average results less than  
 104 out of 144 possible points for any given year). In  
 such an event, the MVP Agreement year-end average  
 service measures for DS1 will also be compared to the  
 targets set out in Table 3.0. Should any of these  
 measures be worse than their corresponding Level 2 (T)  
 targets, the additional 1% Level 2 Service Quality (T)  
 Assurance credit will be applied for the year preceding.

(H) MVP Annual True-up Amount (MATA)

An annual true-up calculation will be performed after each anniversary of the MVP Agreement. The MVP Annual True-up Amount (MATA) provides an opportunity to receive monthly discounts that were not received because the monthly MARC was not met and/or the Access Service Ratio was not greater than or equal to 95%. The customer receives the MATA only if at the time of the annual true-up process the customer is in compliance with all of the terms of the MVP Agreement as stated in 22.3(B), preceding.

The MATA is calculated as follows:

$$\text{MATA} = \begin{matrix} \text{Total Annual} \\ \text{MVP Commitment} \\ \text{Discount Amount} \end{matrix} - \begin{matrix} \text{Total of Monthly Discount} \\ \text{Credits Received} \\ \text{for the Year} \end{matrix}$$

The customer will receive a true-up credit from the Company in the amount of the MATA, if the customer qualifies as stated above.

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