

ATTACHMENT PERFORMANCE MEASUREMENTS

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This Attachment Performance Measurements sets forth the terms and conditions under which AT&T TEXAS will report performance to CLEC and compare that performance to AT&T TEXAS' own performance or benchmark criteria, whichever is applicable. Enforcement measures through liquidated damages for failure to meet certain performance measures, set forth in this Attachment, are agreed upon in the Performance Remedy Plan included in a separate agreement of the Parties (Performance Remedy Plan Agreement).

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

If no reports are filed, \$5,000 per day past the last business day of the month;

If incomplete reports are filed, \$1,000 per day for each measurement affected by missing performance results, subject to a maximum of \$5,000.
 - 4.2 If AT&T TEXAS alters previously reported data to a CLEC, and after discussions with AT&T TEXAS the CLEC disputes such alterations, then the CLEC can request that the Commission

review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section entitled "Exclusions Limited."

4.3 Assessments under this section will not be included in determining the applicability of the cap in the Performance Remedy Plan.

5. Reports

5.1 CLEC will have access to monthly reports on aggregate CLEC liquidated damages paid (credits issued), performance measures and business rules through an Internet website. The website will include individual CLEC data, aggregate CLEC data, and AT&T TEXAS' state aggregate data.

5.2 In the event AT&T TEXAS misses any measurement for two consecutive months, for each succeeding violation of that measurement, upon request from a CLEC, AT&T TEXAS shall conduct a joint investigation with the requesting CLEC to identify and resolve the problem in a cooperative manner. Such corrective action may include additional training, allocation of additional resources, or modification of AT&T TEXAS processes, to the extent appropriate.

5.3 AT&T TEXAS will not levy a separate charge for provision of the data to CLEC called for under this Attachment. AT&T TEXAS will make raw data available to CLEC via the CRDWS - CLEC Raw Data Web Site. Raw data for the current period will be posted in detail files for downloading by the last business day of each month. These files will be available for download for 60 days from the date of posting, after which the earliest monthly file will be replaced with the raw data file for the current month. Notwithstanding any other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

6. Attached hereto, and incorporated herein by reference, are the following Appendices:

Appendix 1: Performance Measurement Business Rules (Version 4.0)