

ATTACHMENT 3: MAINTENANCE - RESALE

1.0 GENERAL REQUIREMENTS

- 1.1 SBC MISSOURI will provide repair, maintenance and testing, for all Resale services in accordance with the terms and conditions of this Attachment.

2.0 MAINTENANCE REQUIREMENTS

- 2.1 SBC MISSOURI will provide maintenance for all Resale services ordered under this Agreement at levels equal to the maintenance provided by SBC MISSOURI 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 REPAIR SERVICE RESPONSE

- 3.1 SBC MISSOURI' technicians will provide repair service that is at least equal in quality to that provided to SBC MISSOURI's customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SBC MISSOURI's customers. CLEC and SBC MISSOURI agree to use the severity and priority restoration guidelines set forth in SBC MISSOURI MMP 94-08-001 dated April 1996, and as subsequently modified.

4.0 INTERCOMPANY COMMUNICATIONS

- 4.1 SBC MISSOURI Event Notification Process, a Network Event is any condition that occurs in the network that causes blocked calls associated with inter-office message traffic, managed by the Network Management Service Center ("NMSC") will utilize the CLEC's Network Management Center ("NMC") or other CLEC identified contacts listed in the "SBC13-STATE CLEC Profile" (Section 7, Contact Names) as the Single Point of Contact to notify CLEC of the existence, location, and source of all emergency network outages affecting a CLEC customer. Notification will be sent via e-mail, as designated in the CLEC Profile. The CLEC Customer Network Service Center ("CNSC") or the CLEC NMC may call the SBC MISSOURI Local Operation Center (LOC) in order to discuss scheduled activities that may impact CLEC 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.

5.0 EMERGENCY RESTORATION

- 5.1 SBC MISSOURI NMSC will notify the CLEC via the Event Notification Process of activities involving the central office and inter-office network. Additionally, as cable cuts or failures are identified when the CLEC reports trouble to the LOC, the LOC will notify the affected CLEC;
- 5.1.1 Establishment of the SBC MISSOURI LOC as the single point of contact to provide CLEC with information relating to the status of restoration efforts and problem resolution during the Resale services restoration process.
- 5.1.2 Methods and procedures for reprovisioning of all Resale services after initial restoration. SBC MISSOURI agrees that Telecommunications Service Priority ("TSP") services for CLEC carry equal priority with SBC MISSOURI TSP services for restoration. SBC MISSOURI the will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services.

6.0 MISDIRECTED REPAIR CALLS

- 6.1 All misdirected repair calls to SBC MISSOURI from CLEC customers will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by SBC MISSOURI will refer CLEC customers (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to 611 in SBC MISSOURI'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. CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for SBC MISSOURI customers to a SBC MISSOURI designated number.

7.0 REPAIR PROCEDURES

- 7.1 SBC MISSOURI agrees to the following:
- 7.1.1 The SBC MISSOURI LOC will be on-line and operational twenty-four (24) hours per day, seven (7) days per week. CLEC will provide a single point of contact (SPOC) for all of CLEC's maintenance applicable to this Agreement (via an 800 number) 24 hours per day, seven (7) days a week.
- 7.1.2 While in manual mode operation, SBC MISSOURI will provide CLEC "estimated time to restore." Upon request, SBC MISSOURI' LOC will provide CLEC status of missed repair commitments. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, additional status will be provided at the CLEC's request. The original trouble commitment will not be changed due to possible loss of priority for that customer. All missed appointments (e.g., vendor meets) will be handled in the same way. See Attachment 27 OSS for any electronic processing. The status of all other tickets will be given to the CLEC CNSC through the fax of a daily log (faxed the next morning to CLEC CNSC by 8 a.m. Central Time Zone) or another agreed upon method and will include all "closed tickets" from the previous day (including No Access and closed troubles).
- 7.1.3 Notice of emergency network outages, as defined in this Attachment, will be provided to the CLEC CNMC within one (1) hour.
- 7.1.4 Performance measurements will be measured and reported to CLEC. The CLEC may request service improvement meetings with SBC MISSOURI if the quality of service provided to CLEC customers based on these measurements is less than that provided to SBC MISSOURI's customers. See Attachment 17 Performance Measurements.
- 7.1.5 For purposes of this Section, a Resale service is considered restored or a trouble resolved when the quality of a Resale service is equal to that provided before the outage or the trouble occurred.

8.0 ESCALATION PROCEDURES

- 8.1 SBC MISSOURI will provide CLEC with written escalation procedures for maintenance resolution to be followed if, in CLEC'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 SBC MISSOURI management personnel who are responsible for maintenance issues. CLEC acknowledges that LOC escalation contact list found on CLEC Online meets the requirements of this Section.

9.0 PREMISES VISIT PROCEDURES

- 9.1 SBC MISSOURI Maintenance of Service Charges, when applicable, will be billed by SBC MISSOURI to CLEC, and not to CLEC's customers.
 - 9.1.1 Dispatching of SBC MISSOURI technicians to CLEC customer premises shall be accomplished by SBC MISSOURI pursuant to a request received from CLEC. Additionally, dispatching of SBC MISSOURI technicians may occur when SBC MISSOURI detects network trouble during routine maintenance.
 - 9.1.2 When a SBC MISSOURI employee visits the premises of a CLEC local customer, the SBC MISSOURI employee must inform the customer that he or she is there acting on behalf of their local service provider. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that SBC MISSOURI was on their premises acting on behalf of their local service provider.
 - 9.1.3 If a trouble cannot be cleared without access to CLEC's local customer's premises and the customer is not at home, the SBC MISSOURI technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call their local service provider for rescheduling of repair.

10.0 NEW CIRCUIT TESTING

- 10.1 SBC MISSOURI will perform testing (including trouble shooting to isolate any problems) of Resale services purchased by CLEC in order to identify any new circuit failure performance problems. CLEC will utilize routine maintenance procedures for reporting troubles.

11.0 MLT TESTING

- 11.1 SBC MISSOURI agrees to provide access to MLT testing to allow CLEC to test its end user lines for resold SBC MISSOURI's services. SBC MISSOURI will make MLT testing functionality available through SBC MISSOURI's Toolbar Trouble Administration to allow CLEC to test its end-user lines for resold SBC MISSOURI' POTS services.