ATTACHMENT 3: MAINTENANCE - RESALE

1. 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. MAINTENANCE

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 Users, 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. 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 End Users; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SBC MISSOURI End Users. CLEC and SBC MISSOURI agree to use the severity and priority restoration guidelines.

4. INTERCOMPANY COMMUNICATIONS

5. EMERGENCY RESTORATION PLAN

- 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. MISDIRECTED REPAIR CALLS

All misdirected repair calls to SBC MISSOURI from CLEC End Users 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 End Users (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 End Users. CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for SBC MISSOURI End Users to a SBC MISSOURI designated number.

7. 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 End User. All missed appointments (e.g., vendor meets) will be handled in the same way. See Attachment 27 OSS for an electronic processing.
- 7.1.3 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. 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 the LOC escalation contact list found on CLEC OnLine meets the requirements of this Section.

9. 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 End Users.
- 9.1.1 Dispatching of SBC MISSOURI technicians to CLEC End User 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 A SBC MISSOURI employee visits the premises of a CLEC local End User, the SBC MISSOURI employee must inform the End User that he or she is there acting on behalf of CLEC. Materials left at the End User premises (e.g., a door hanger notifying the End User of the service visit) must also inform the End User that SBC MISSOURI was on their premises acting on behalf of CLEC. "CLEC branded" materials, to be utilized by SBC MISSOURI installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SBC MISSOURI by and at the sole expense of CLEC. SBC MISSOURI will not rebrand its vehicles and personnel.
- 9.1.3 If a trouble cannot be cleared without access to CLEC's local End User's premises and the End User is not at home, the SBC MISSOURI technician will leave at the End User's premises a CLEC branded "no access" card requesting the End User to call CLEC for rescheduling of repair.

10. DESIGNED AND/OR COMPLEX

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.