

ARTICLE VIII: MAINTENANCE

1.0 GENERAL MAINTENANCE & REPAIR REQUIREMENTS

CenturyTel will provide maintenance and repair services for all resold services, Unbundled Network Elements and Interconnection Facilities and trunks provided under this Agreement. Such maintenance and repair services provided to **CLEC shall be equal in quality to that which CenturyTel provides to itself, any subsidiary, Affiliate or third party. To the extent CenturyTel provides maintenance and/or repair services to **CLEC's End User Customers, such services shall be equal in quality to that which CenturyTel provides to its own End User Customers. CenturyTel agrees to respond to **CLEC trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail End User Customers or to any other similarly initiated Telecommunications Carrier. Notwithstanding anything else in this Agreement, CenturyTel shall be required to provide maintenance and/or repair to **CLEC and/or **CLEC's End User Customers only to the extent required by Applicable Law.

2.0 MAINTENANCE & REPAIR PROCEDURES

- 2.1 CenturyTel shall not respond to maintenance and/or repair calls directly from **CLEC's End User Customers. **CLEC shall initiate any and all maintenance and/or repair calls to CenturyTel on behalf of **CLEC's End User Customers.
- 2.2 CenturyTel will provide a single point of contact (SPOC) for all of **CLEC's maintenance and repair requirements under this Article (via a 1-800 number(s)) that will be answered twenty-four (24) hours per day, seven (7) days per week. This SPOC shall be set forth in the CenturyTel Service Guide.
- 2.3 On a reciprocal basis, **CLEC will provide CenturyTel with an SPOC for all maintenance and repair requirements under this Article (via a 1-800 number(s)) that will be answered twenty-four (24) hours per day, seven (7) days per week.
- 2.4 **CLEC agrees to follow the process and procedures for reporting and resolving circuit trouble or repairs as **may be agreed to by the Parties set forth in the CenturyTel Service Guide, or as otherwise agreed to by the Parties.** Before contacting CenturyTel's Trouble Maintenance Center (CTMC), **CLEC must first conduct trouble isolation to ensure that the trouble does not originate from **CLEC's own equipment or network or the equipment of **CLEC's customer.
- 2.5 If (a) **CLEC reports to CenturyTel a customer trouble, (b) **CLEC requests a dispatch, (c) CenturyTel dispatches a technician, and (d) such trouble was not caused by CenturyTel's facilities or equipment in whole or in part, then **CLEC shall pay CenturyTel time and material and maintenance service charges set forth in Article XI (Pricing) for time associated with said dispatch. In addition, this charge also applies when the customer contact as designated by **CLEC is not available at the appointed time. **CLEC accepts responsibility for initial trouble

isolation and providing CenturyTel with appropriate dispatch information based on its test results. If, as the result of **CLEC instructions, CenturyTel is erroneously requested to dispatch to a site on CenturyTel's company premises ("dispatch in"), a time and material and maintenance service charge set forth in Article XI (Pricing) will be assessed per occurrence to **CLEC by CenturyTel. If as the result of **CLEC's instructions, CenturyTel is erroneously requested to dispatch to a site outside of CenturyTel's company premises ("dispatch out"), a time and material and maintenance service charge set forth in Article XI (Pricing) will be assessed per occurrence to **CLEC by CenturyTel.

- 2.6 For purposes of this Article, services, facilities and equipment provided to **CLEC through resold service or as Unbundled Network Elements will be considered restored, or a trouble resolved, when the quality of the resold service or Unbundled Network Elements is equal to that provided before the outage or the trouble occurred.

3.0 ESCALATION PROCEDURES

- 3.1 Each Party will provide the other Party with written escalation procedures for maintenance and repair resolution to be followed if any individual trouble ticket or tickets are not resolved in an appropriate fashion. The escalation procedures to be provided hereunder shall include names and telephone numbers of management personnel who are responsible for maintenance and/or repair issues.
- 3.2 On a reciprocal basis, **CLEC will provide CenturyTel with contact and escalation information for coordination of all maintenance and repair issues.

4.0 EMERGENCY RESTORATION

- 4.1 **CLEC may contact CenturyTel in order to discuss activities involving the Central Office and inter-office network that may impact **CLEC End User Customers.
- 4.1.1 CenturyTel will establish an SPOC to provide **CLEC with information relating to the status of restoration efforts and problem resolution during any restoration process.
- 4.1.2 CenturyTel shall establish methods and procedures for reprovisioning of all resold services, Unbundled Network Elements and Interconnection Facilities and trunks after initial restoration. CenturyTel agrees that Telecommunications Service Priority ("TSP") services for **CLEC carry equal priority with CenturyTel TSP services for restoration. CenturyTel will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services in as expeditious a manner as possible on a non-discriminatory basis to respond to and recover from emergencies or disasters.

5.0 MISDIRECTED REPAIR CALLS

- 5.1 For misdirected repair calls, the Parties will provide their respective repair bureau contact number(s) to each other on a reciprocal basis and provide the End User Customer the correct contact number.
- 5.2 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

6.0 PREMISES VISIT PROCEDURES

- 6.1 CenturyTel maintenance of service charges, for premises visits requested by **CLEC, when applicable, will be billed by CenturyTel to **CLEC, and not to **CLEC's End User Customers.
- 6.2 Dispatching of CenturyTel's technicians to **CLEC's End User Customers' premises shall be accomplished by CenturyTel pursuant to a request received from **CLEC.
- 6.3 Except as otherwise provided in this Agreement, in those instances in which CenturyTel personnel are required pursuant to this Agreement to interface directly with **CLEC's End User Customers for the purpose of installation, repair and/or maintenance of services, such personnel shall inform the customer, if asked, that he or she is there acting on behalf of the customer's local service provider. In these situations, any written "leave behind" materials that CenturyTel technicians provide to **CLEC's customer will be non-branded materials that does not identify the work being performed as being performed by CenturyTel. CenturyTel will not rebrand its vehicles and personnel.
- 6.4 If a trouble cannot be cleared without access to **CLEC's local service customer's premises and the customer is not at home, the CenturyTel technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call **CLEC for rescheduling of the repair.

7.0 TESTING

- 7.1 All troubles affecting CenturyTel's Unbundled Network Elements leased by **CLEC that are determined not to be End User Customer-related or in **CLEC's provided network facilities will be reported by **CLEC to CenturyTel. Upon receipt of a trouble report on such Network Elements, CenturyTel will test and sectionalize all elements purchased from (or provided by) CenturyTel. If CenturyTel determines that a trouble is isolated or sectionalized in network facilities provided by **CLEC, then CenturyTel will refer the trouble ticket back to **CLEC for handling.

8.0 PRICING

- 8.1 Rates and charges for the relevant services provided under this Article are included in Article XI (Pricing), and such rates and charges shall apply.