

ATTACHMENT 8: MAINTENANCE - UNBUNDLED NETWORK ELEMENTS

1.0 GENERAL REQUIREMENTS

- 1.1 SBC MISSOURI will provide repair, maintenance, testing, and surveillance for all unbundled Network Elements and any Combinations of Network Elements (Combinations) and Commingled Network Elements (Commingled Elements) as described in Attachment 6 of the Agreement in accordance with the terms and conditions of this Attachment. As used herein and in Attachment 6, the term "Unbundled Network Elements" (whether or not used with initial caps) and "UNEs" include those network elements that are required to be unbundled under Section 251 and those required to be unbundled under Section 271 of the Telecommunications Act.

2.0 MAINTENANCE REQUIREMENTS

- 2.1 SBC MISSOURI will provide maintenance for all unbundled Network Elements Combinations and Commingled Elements ordered under this Agreement at levels equal to the maintenance provided by SBC MISSOURI in serving its end user customers, consistent with Attachment 6 UNE, 2.6 and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management. The maintenance to support these services will be provided in a manner which meets the performance metrics provided for in Attachment 17 or any MISSOURI Commission-ordered performance measures.

3.0 REPAIR SERVICE RESPONSE

- 3.1 SBC MISSOURI technicians will provide repair service on Unbundled Network Elements Combinations, and Commingled Unbundled Network Elements that is at least equal in quality to that provided to SBC MISSOURI customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SBC MISSOURI 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. Performance Measurements are found in Attachment 17.

4.0 INTERCOMPANY COMMUNICATIONS

- 4.1 The SBC MISSOURI Network Management Service Center ("NMSC") will notify CLEC of the existence, location, and source of all emergency network outages affecting CLEC customers. The CLEC may call the SBC MISSOURI NMSC 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 and 251(c)(3) UNEs restoration process;

- 5.1.2 methods and procedures for reprovisioning of all Resale services and UNEs 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 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.

6.0 MISDIRECTED REPAIR CALLS

- 6.1 All misdirected repair calls to SBC MISSOURI from CLEC customers prior to permanent number portability 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' 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. For purposes of permanent number portability the Parties agree to work together to determine whether and to what extent a mutually agreeable method for handling misdirected repair calls may be implemented.

7.0 REPAIR PROCEDURES

- 7.1 SBC MISSOURI agrees to the following:
- 7.2 SBC MISSOURI will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the LOC) twenty-four (24) hours per day, seven (7) days per week.
- 7.4 On a reciprocal basis, CLEC will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the CNSC) twenty four (24) hours per day, seven (7) days per week.
- 7.5 While in manual mode operation, SBC MISSOURI will provide CLEC "estimated time to restore." The SBC MISSOURI LOC will notify the CLEC CNSC of each missed repair commitment through a status call. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, an additional status call will provide the CNSC the current status (e.g., trouble was dispatched at 8:00 a.m.). 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. This jeopardy status information (on missed commitments/appointments), while in a manual mode, will be provided by SBC MISSOURI for a maximum of four months after CLEC's market entry date in SBC MISSOURI states, or until this capability is available through EBI, or until CLEC elects to utilize the Toolbar program to obtain this status. Manual jeopardy status information will be provided during any outage or failure in OSS. 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 the CLEC CNSC by 8 a.m. Central Time Zone) and will include all "closed tickets" from the previous day (including No Access and closed troubles).
- 7.6 When SBC MISSOURI responds to a CLEC trouble ticket with "no trouble found," CLEC may request a joint test to be conducted by an SBC MISSOURI technician and, at CLEC's discretion, either a CLEC technician, a vendor technician and/or CLEC's NOC.

- 7.7 Notice of emergency network outages, as defined in this Attachment, will be provided to the CLEC NMC within one (1) hour.
- 7.8 For network outages other than emergency outages, the performance measurements established in Attachment 17 Performance Measures will govern.
- 7.9 For purposes of this Section, facilities and equipment provided to CLEC through an Unbundled Network Element Combination, or Commingled Elements is considered restored or a trouble resolved when the quality of Unbundled Network Element Combination, or Commingled Elements is equal to that provided before the outage or the trouble occurred and any discovered defect is repaired.

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 the procedures set forth in SBC MISSOURI' LOC POTS Escalation/Expedite Maintenance Procedures dated May 6, 1996, and LOC escalation contact list meet 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 end-user customers.
- 9.2 Dispatching of SBC MISSOURI technicians to CLEC Customer premises shall be accomplished by SBC MISSOURI pursuant to a request received from CLEC.
- 9.3 When a SBC MISSOURI employee visits the premises of a CLEC local service 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.
- 9.4 If a trouble cannot be cleared without access to CLEC's local service customer's premises and the customer is not at home, the SBC MISSOURI technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call CLEC for rescheduling of repair.

10.0 TESTING

- 10.1 All Unbundled Network Elements and/or Combination of Element troubles determined not to be end-user customer related or in CLEC's provided network facilities will be reported by CLEC to SBC MISSOURI. Upon receipt of a trouble report on Network Element(s), SBC MISSOURI will test and sectionalize all elements purchased from (or provided by) SBC MISSOURI. If SBC MISSOURI determines that a trouble is isolated or sectionalized in network facilities provided by CLEC, then SBC MISSOURI will refer the trouble ticket back to the CLEC Work Center (CNSC) for handling. SBC MISSOURI shall support CLEC's request for a joint test, as described in Section 7.7.

10.2 SBC MISSOURI and CLEC agree to develop a mutually acceptable Work Center Operational Understanding document to establish methods and procedures to define the exchange of information between SBC MISSOURI and CLEC under which they will work together.

10.3 MLT Testing

SBC MISSOURI agrees to provide access to MLT testing to allow CLEC to test its end user lines for which SBC MISSOURI has combined UNEs, and for end user lines that CLEC has combined UNEs obtained from SBC MISSOURI, as follows:

10.3.1 MLT testing functionality is available through SBC MISSOURI's Toolbar Trouble Administration to allow CLEC to test its end user lines for which SBC MISSOURI combines POTS-like UNEs (analog line side port and 2-wire 8db analog loop) purchased by CLEC from SBC MISSOURI.

10.3.2 MLT testing functionality is available through its Toolbar Trouble Administration to allow CLEC to test its end user lines for POTS-like UNEs (analog line side port and 2-wire 8db analog loop) combined by CLEC and purchased from SBC MISSOURI.

11.0 PRICING

11.1 Charges for the relevant services provided under this Attachment are included in Attachment 6, Appendix Pricing UNE - Schedule of Prices.