

ATTACHMENT 5
MAINTENANCE FOR LOCAL SERVICES RESALE
AND UNBUNDLED NETWORK ELEMENTS

1. GTE shall provide repair, maintenance, and testing for all Local Services and Unbundled Network Elements and Combinations in accordance with the terms and conditions of this Attachment. In addition, GTE shall provide surveillance for all Local Services and Unbundled Network Elements and Combinations to the same extent that GTE provides such surveillance for itself.
2. GTE shall cooperate with AT&T to meet maintenance standards for all Local Services and Unbundled Network Elements and Combinations ordered under this Agreement, as specified in Section 9 of this Attachment. GTE shall otherwise meet Commission maintenance and repair standards, if any, with respect to Local Services, Unbundled Network Elements and Combinations.
3. GTE shall cooperate with AT&T to establish a Real Time Electronic Interface for gateway or automated access by AT&T to GTE's maintenance systems and databases as provided in Section 29.1 of this Agreement.
4. GTE service technicians and other repair personnel shall provide repair service to AT&T customers that is at least equal in quality to that provided to GTE customers. GTE's operating policies, procedures and practices shall apply in all such repair service situations without regard to whether the customer is a GTE customer or an AT&T customer.
5. For all Local Services, Network Elements and Combinations provided to AT&T under this Agreement, GTE shall provide the same maintenance, including, without limitation, maintenance intervals and procedures, that GTE provides for its own network. GTE shall provide AT&T notice within one business day of the scheduling of any maintenance activity which may impact AT&T's Customers. Scheduled maintenance shall include, without limitation, such activities as, switch software retrofits, power tests, major equipment replacements and cable rolls; provided, however, that such activity is not related to a network or technology change covered elsewhere in this Agreement. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, work to be performed, date and time work is scheduled to commence, and date and time work is scheduled to be completed.

GTE shall advise AT&T of all non-scheduled maintenance and testing activity to be performed by GTE on any network element, including, without limitation, any hardware, equipment, software, or system, providing service functionality that

may reasonably be expected to impact AT&T Customers. GTE shall provide the maximum amount of advance notice to AT&T of such non-scheduled maintenance and testing activity as is reasonably practical, under the circumstances; provided, GTE shall provide emergency maintenance as promptly as possible under the circumstances, to maintain or restore service and shall advise AT&T promptly of any such actions it takes.

7. Major network outages will be reported to AT&T via a telephone number designated by AT&T. GTE and AT&T shall work cooperatively on the establishment of emergency restoration procedures. GTE may invite other carriers to join in this effort. In establishing such procedures, consideration shall be given to: (i) provision for immediate notification to AT&T of the existence, location, and source of any emergency network outage potentially affecting customers; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all Local Services and Network Elements or Combinations; (iii) methods and procedures to provide access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) an inventory and description of mobile restoration equipment, by location; (v) methods and procedures for the dispatch of mobile equipment to the restoration site; (vi) methods and procedures for reprovisioning of all Local Services and Network Elements or Combinations after initial restoration; (vii) priority, as between AT&T Customers and GTE Customers, with respect to restoration efforts, consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (viii) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and up-dated as needed.

For purposes of this subsection, a major network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period in a single exchange. GTE shall provide timely notification to AT&T of any outage.

8. With respect to misdirected calls from AT&T customers requesting repair, GTE shall refer such AT&T customers to the telephone number designated by AT&T. With respect to misdirected calls from GTE customers requesting repair, AT&T shall refer such GTE customers to the telephone number designated by GTE.
8. GTE's repair bureau shall conform to the following performance and service quality standards when providing repair and maintenance to AT&T and AT&T Customers under this Agreement:
 - 9.1 If service is provided to AT&T Customers before a Real Time Electronic

Interface is established between AT&T and GTE, AT&T will transmit repair calls to the GTE repair bureau by telephone. In such event, the following standards shall apply: The GTE repair bureau shall answer its telephone and begin taking information from AT&T within twenty (20) seconds of the first ring, eighty percent (80%) of the time. Calls answered by automated response systems, and calls placed on hold, shall be considered not to meet these standards.

- 9.2 GTE's repair bureau, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week. AT&T and GTE will develop mutually agreed-upon manual processes for repair reporting in the event of unavailability or failure of the Electronic Interface.
- 9.3 GTE's repair bureau shall provide to AT&T the "estimated time to restore" for all DS1 or higher capacity services at performance standard levels determined by the Implementation Team. GTE shall provide all other classes of service restoral commitment(s) as specified in Appendix 2 of Attachment 12 to this Agreement.
- 9.4 Additional maintenance performance measures, described in 9.4.1, 9.4.2 and 9.4.3 following, will be evaluated by the Implementation Team.
- 9.4.1 Where an outage has not reached the threshold defining an emergency network outage, the following quality standards shall apply with respect to restoration of Local Service and Network Elements or Combination:

Total outages requiring a premises visit by a GTE technician that are received by GTE between 8 a.m. to 6 p.m. on any day shall be restored within four (4) hours of referral, ninety percent (90%) of the time; within eight (8) hours of referral, ninety-five percent (95%) of the time; and within sixteen (16) hours of referral, ninety-nine percent (99%) of the time and Mean time to Restore (MTR) within eight (8) hours.

Total outages requiring a premises visit by a GTE technician that are received between 6 p.m. and 8 a.m. on any day shall be restored during the following 8 a.m. to 6 p.m. period in accordance with the following performance metrics: within four (4) hours of 8 a.m., ninety percent (90%) of the time; within eight (8) hours of 8 a.m., ninety-five percent (95%) of the time; and within sixteen (16) hours of 8 a.m., ninety-nine percent (99%) of the time and MTR within eight (8) hours.

Total outages which do not require a premises visit by a GTE technician shall be restored within two (2) hours of referral, eighty-five percent (85%) of the time; within three (3) hours of referral, ninety-five percent (95%) of the time;

and within four (4) hours of referral, ninety-nine percent (99%) of the time and MTR within two (2) hours.

- 9.4.2 Trouble calls (e.g., related to Local Service or Network Element or Combination degradation or feature problems) which have not resulted in total service outage shall be resolved within twenty-four (24) hours of referral, ninety-five percent (95%) of the time, irrespective of whether or not resolution requires a premises visit. For purposes of this Section, Local service or a Network Element or Combination is considered restored, or a trouble resolved, when the quality of the Local Service or Network Element or Combination is equal to that provided before the outage, or the trouble, occurred.
- 9.4.3 Repeat trouble reports from the same customer in a two-month period shall be less than one percent (1%). Repeat trouble reports shall be measured by the number of calls received by the GTE repair bureau relating to the same telephone line during the current and previous report months.
- 9.5 GTE shall provide progress reports and status of repair efforts to AT&T upon request. GTE shall inform AT&T within one (1) hour of restoration of Local Service or Network Element or Combination after a network outage has occurred. GTE shall clear all repair tickets in compliance with GTE policies and guidelines. GTE shall close all repair tickets, including "test OK" ("TOK") and "Came Clear" ("CC") repair tickets, with the AT&T work centers designated by AT&T on the repair ticket, unless a different notification procedure is mutually agreed to by the Parties. GTE shall make one attempt to notify AT&T of closed repair tickets using a mutually agreed to notification method. At AT&T's option, AT&T shall contact the Customer to verify that the repair has been effected. GTE shall provide AT&T with a list of any applicable charges, as specified in Attachment 14, at the time a repair ticket is closed.
- 9.6 When, in AT&T's judgment, any repair ticket or tickets are not being handled or resolved by GTE personnel in a timely manner, AT&T may escalate the matter for review and resolution under such procedures as are now available or may be established between the Parties during the term of this Agreement.
- 9.7 Except with respect to charges for inside wire maintenance, maintenance charges for premises visits by GTE technicians shall be billed by AT&T to its Customer, and not by GTE. The GTE technician shall present the Customer with an AT&T-branded form. Additional authorization for time and material charges shall be provided by AT&T using the agreed-to notification process.

Dispatching of GTE technicians to AT&T Customer premises shall be accomplished by GTE pursuant to a repair request received from AT&T and non-recurring

charges shall apply as provided in Attachment 14. Any additional trips required to an AT&T Customer's premise because the Customer was not ready/available will result in an additional non-recurring charge.

- 9.9 GTE shall furnish AT&T with a single point of contact ("SPOC") for all communications relating to trouble repair and maintenance for POTS services; for special services, GTE will provide AT&T with a single point of contact on a regional basis.