

## **SCHEDULE 33.1 ADDITIONAL OPERATIONAL SUPPORT**

### **1.0 Introduction**

- 1.1 This Attachment sets forth terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) will provide access to Operations Support Systems (OSS) interfaces and the related functions for pre-ordering, ordering, provisioning, maintenance/repair, billing, of customer usage data, and account maintenance.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2.1 SBC-AMERITECH - As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Wisconsin.

### **2.0 Contiguous Connection of Unbundled Network Elements**

- 2.1 When CLEC orders Unbundled Network Elements or Combinations thereof that are currently connected and functional, such Elements and Combinations will remain connected and functional without any disconnection and without loss of feature capability. This will be known as Contiguous Connection of Unbundled Network Elements. There will be no charge for providing such connection, other than the recurring and nonrecurring charges applicable to the elements included in the combination and the electronic service order charge as specified in the **Pricing Schedule**.
- 2.2 “Contiguous Network Connection of Network Elements” includes, without limitation, the situation when CLEC orders all the SBC-AMERITECH Unbundled Network Elements required to convert an SBC-AMERITECH retail end-user customer or an CLEC resale customer to CLEC service using Unbundled Network Elements: (a) without any change in features or functionality that was being provided by SBC-AMERITECH on a retail basis or by CLEC on a resale basis, to the extent of the Unbundled Network Elements being used to provide such retail or resold service at the time of the order, or (b) with only the change needed to route the customer’s operator service and directory assistance calls to the CLEC OS/DA platform via customized routing and/or changes needed in order to change a local switching feature, e.g., call waiting. (This section only applies to orders involving customized routing after

customized routing has been established to an CLEC OS/DA platform from the relevant SBC-AMERITECH local switch, including CLEC's payment of all applicable charges to establish that routing). There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the SBC-AMERITECH local switch. SBC-AMERITECH will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve SBC-AMERITECH end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.

### **3.0 Additional Terms For Provisioning**

#### **3.1 Provisioning for Resale Services and UNEs in SBC-AMERITECH:**

3.1.1 SBC-AMERITECH shall provide all provisioning services to CLEC during the same business hours SBC-AMERITECH provisions similar services for its end user customers but at a minimum Monday-Friday, 8:00 a.m. to 5:00 p.m., excluding Holidays and where an accessible letter has notified CLEC of a central office freeze. SBC-AMERITECH will provision non-coordinated standalone number portability-only cutovers on Saturdays, 8:00 a.m. to 5:00 p.m. and on Sundays from 8:00 a.m. to 5:00 p.m., except during hours on Sundays when the Regional Service Management System (RSMS) is unavailable due to update or maintenance activity. Provisioning of non-coordinated standalone number portability cutovers on Sundays is subject to CLEC obtaining industry agreement that all carriers will conduct their Local Service Management Systems (LSMS) update or maintenance activity on Sundays during the same maintenance window as the RSMS. Recurring charges for Sunday provisioning of non-coordinated standalone number portability cutovers will be determined via the Bona Fide Request process and CLEC agrees to reimburse SBC-AMERITECH for reasonable costs incurred in developing the capability for Sunday provisioning of non-coordinated standalone LNP cutovers, as provided in the applicable Bona Fide Request process. Such charges shall be paid, and reimbursed when applicable, as provided in the Bona Fide Request process. If CLEC requests that SBC-AMERITECH perform provisioning services or complete service requests at times or on days other than as required in the preceding sentences, SBC-AMERITECH shall provide such services at the rates, if any, as provided in the Bona Fide Request process.

3.1.2 When an end user changes from one Party to the other Party and does not retain its original telephone number, the Party formerly providing service to the end user will provide a referral announcement on the abandoned telephone number. These arrangements will be provided for the same

period of time and under the same terms and conditions as such Party provides such arrangements to its existing end users, but must be requested on the LSR. Custom messages, extensions in duration, or other special requests are subject to each Party's applicable tariffs.

- 3.1.3 At CLEC's request, SBC-AMERITECH will perform acceptance testing to the circuit demarc with CLEC (including trouble shooting to isolate any problems) to test UNE T1 and UNE T3 services purchased by CLEC in order to identify any performance problems at turn-up of the service. Other acceptance testing is provided as set forth in the Agreement.
  - 3.1.4 Where SBC-AMERITECH provides installation on behalf of CLEC, SBC-AMERITECH shall advise CLEC's end user to notify CLEC if the CLEC end user requests a service change at the time of installation.
- 3.2 Provisioning of CHC and FDT Orders:
- 3.2.1 SBC-AMERITECH agrees that CLEC may use SBC-AMERITECH Frame Due Time (FDT) process or Coordinated Hot Cut (CHC) process for migration requests on unbundled 2-wire Loops with LNP.
  - 3.2.2 CLEC shall order these services from SBC-AMERITECH by delivering to SBC-AMERITECH a valid Local Service Request (LSR), and SBC-AMERITECH shall provide CLEC with a Firm Order Confirmation (FOC) and other response notifications as provided for in this Attachment.
  - 3.2.3 When submitting the LSR CLEC will specify a desired date and time (the "Desired Frame Due Time") for the coordinated hot cut. If SBC-AMERITECH cannot comply with the request, in its FOC, SBC-AMERITECH will designate a due date that SBC-AMERITECH commits to meet.
  - 3.2.4 CLEC shall establish its dial tone on service extended to the CLEC side of the Expanded Interconnection Cross Connect no later than 48 hours before the desired cut time.
  - 3.2.5 SBC-AMERITECH shall test for dial tone and ANI supplied by the CLEC switch to the designated pair assignment by testing through the tie cable provisioned between SBC-AMERITECH main distribution frame and the CLEC expanded interconnection cross connect. Such pre-testing shall be completed by SBC-AMERITECH no later than 24 hours prior to the cut. If SBC-SWBT finds problems during pre-testing, SBC-AMERITECH shall notify CLEC of this finding and work cooperatively with CLEC to rectify the problem.

- 3.2.6 For CHC orders, CLEC shall call SBC-AMERITECH to initiate the cut not sooner than 10 minutes prior to the scheduled cut time or 30 minutes after the scheduled cut time. If CLEC does not call within these timeframes, CLEC will be required submit a supplemental LSR in a timely manner.
- 3.2.7 Except as otherwise agreed by the Parties, the time interval for the hot cut shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in the performance measurements incorporated by reference into **Article XXXII** of this Agreement.

#### **4.0 Maintenance/Repair**

- 4.1 SBC-AMERITECH shall provide maintenance and repair functions (including testing and surveillance for applicable services) for Resale Services, UNE, and number portability purchased by CLEC, and shall provide electronic Interfaces to permit CLEC to place trouble reports and receive maintenance status updates. Each Party shall make maintenance progress reports and status of repair efforts available to the other Party.
- 4.2 In the event SBC-AMERITECH misses a scheduled repair appointment on behalf of CLEC, SBC-AMERITECH will notify CLEC via the electronic Interface used to place the trouble report, in parity with notice provided to its own retail end users.
- 4.3 SBC-AMERITECH shall provide repair services to CLEC for CLEC end users that are equal in quality to that which it provides to its own retail end users. Trouble calls from CLEC shall receive response time priority that is at least equal in quality to that of SBC-AMERITECH retail end users and shall be handled on a “first come first served” basis regardless of whether the end user is a CLEC end user or a SBC-AMERITECH end user.
- 4.4 For Resale Services and UNEs provided to CLEC under this Agreement, SBC-AMERITECH shall provide CLEC with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures that SBC-AMERITECH currently provides for the maintenance of its own network. SBC-AMERITECH shall provide CLEC at least ten (10) business days advance notice of any scheduled maintenance activity which will impact CLEC end users. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, and major equipment replacements. Nothing in this Agreement shall limit either Party’s ability to upgrade its network through the incorporation of new equipment, new software or otherwise.

- 4.5 For Resale Services and UNEs provided to CLEC under this Agreement, SBC-AMERITECH shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by SBC-AMERITECH on any service, including, without limitation, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC end users. SBC-AMERITECH shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that SBC-AMERITECH shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.
- 4.6 SBC-AMERITECH shall provide CLEC with a detailed description of any and all emergency restoration plans and disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (i) procedures for prompt notification to CLEC of the existence, location, and source of any emergency network outage potentially affecting an CLEC end user; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all services; (iii) methods and procedures to provide CLEC with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) in the event that temporary restoration methods are employed to restore service under an emergency condition, SBC-AMERITECH will advise CLEC on what methods and procedures will be utilized for a permanent resolution; (v) equal priority, as between CLEC end users and SBC-AMERITECH end users, for restoration efforts, consistent with FCC service restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (vi) 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 updated as needed.
- 4.7 Each Party shall establish mutually acceptable methods and procedures for referring callers to the Toll Free number supplied by the other Party for purposes of receiving misdirected calls from customers requesting repair
- 4.8 Maintenance charges for premises visits by SBC-AMERITECH technicians shall be billed by SBC-AMERITECH to CLEC and not by SBC-AMERITECH to CLEC's end user. All forms, business cards or other materials furnished by SBC-AMERITECH technicians to CLEC end users will contain no brand. If the CLEC end user is not at home when the SBC-AMERITECH technician arrives, the SBC-AMERITECH technician shall leave on the premises "not-at-home" cards that are unbranded but include the contact number for CLEC, pursuant to **Article XXXII, Section 3.14**. The SBC-AMERITECH technician will not leave on the premises a SBC-AMERITECH-branded "not-at-home" card.

## **5.0 Local Account Maintenance**

- 5.1 SBC-AMERITECH shall make account local service provider freezes available for CLEC's end users (for which CLEC purchases resale services from SBC-AMERITECH) on a basis that is at least equal in kind and quality to the local service provider freezes it provides to its end users.

## **6.0 Change in Service Provider**

- 6.1 If an end user notifies SBC-AMERITECH or CLEC that the end user requests local exchange service from such Party, the Party receiving such request shall be free to immediately provide service to such end user and to use any CPNI of such end user in its possession to provide such service. The currently serving Party shall release customer-specific facilities in accordance with the end user's direction or that of the end user's authorized agent.
- 6.2 When a CLEC end user (for which CLEC purchases resale services or UNEs from SBC-AMERITECH) changes or withdraws authorization to provide service, CLEC shall provide, upon request by SBC-AMERITECH, necessary pre-order information to facilitate the prompt release of end user-specific facilities in accordance with the end user's direction. If the account has a local freeze, CLEC will release the preorder information to a new service provider or an end user's authorized agent upon the removal of the freeze by the end user. Such pre-order information, provided via CLEC Customer Service Record or some other mutually agreed-upon method, shall include the SBC-AMERITECH telephone number (or, if none, the end user's circuit ID), SBC-AMERITECH billing account number and any services or features, including listings. The Party or other agent authorized to commence service for such end user shall be free to re-use the facilities and issue service orders or Local Service Requests ("LSRs") as required to commence such service and discontinue prior service.