

2. General Regulations (Cont'd)

2.4 Jurisdictional Reports

When Access Services, except for the following:

- Special Access Services,
- MegaLink Custom Service, and
- Self-Healing Transport Network (STN)

are provided for both interstate and intrastate use, monthly rates, usage rates, and nonrecurring charges are prorated between interstate and intrastate on the basis of the projected interstate percentage of use (PIU) as set forth in 2.4.1 (Percentage of Interstate Use for Arkansas, Kansas, Missouri and Oklahoma) and 2.4.2 (Percentage of Interstate Use for Texas).

Special Access circuits (lines), MegaLink Custom Services and Digital Transmission Links (DTLs) from an STN are classified as interstate or intrastate based upon the percentage of interstate use as set forth in 2.4.3 (Special Access Certification Requirements).

Expanded Interconnection is classified as interstate or intrastate based upon the percentage of interstate use as set forth in 2.4.1(A) (13) and 2.4.2(A) (8) (Expanded Interconnection).

Where the jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction by developing a projected interstate percentage. Where call detail is insufficient to determine jurisdiction, the customer will provide a projected percentage of interstate use (PIU). Jurisdictional percentages are expressed as a whole number (i.e., a number from 0 to 100). Provisions regarding PIU are set forth in 2.4.1 and 2.4.2 following. The Telephone Company will utilize the PIU report to determine interstate and intrastate rates and charges until a revised report is received from the customer, as set forth in 2.4.1(B) for Arkansas, Kansas, Missouri and Oklahoma and 2.4.2(B) for Texas.

2. General Regulations (Cont'd)

2.4 Jurisdictional Reports (Cont'd)

2.4.3 Certification Requirements

(A) Special Access Service, MegaLink Custom Services and Self-healing Transport Network Service

- (1) Special Access circuits\* (lines), MegaLink Custom Services, and Self-healing Transport Network (STN) Service are classified as interstate [percent interstate usage (PIU) = 100%] and provided in accordance with this tariff when the Special Access line(s), MegaLink Custom Services, or STN Service carry more than ten percent interstate traffic. When the percent of interstate usage is less than or equal to ten percent, the Special Access line(s), MegaLink Custom Services, or STN Service will be provided in accordance with the appropriate intrastate tariff.
- (2) The customer shall certify whether or not interstate traffic is greater than ten percent of the total traffic carried on the Special Access line(s), MegaLink Custom Services, or STN Service. This certification will be provided to the Telephone Company by the customer as follows:
  - (a) Via the Access Service Request (ASR) form when ordering the line(s), or
  - (b) In the form of written correspondence with clear identification of each line involved and the customer designated jurisdiction associated with each line at the time that the line(s) are ordered other than by ASR form.
- (3) With respect to billing disputes regarding the jurisdiction of Special Access circuits (lines), MegaLink Custom Services, or STN Service, the customer shall be required to provide to the Telephone Company general information on system design and function that is used by the customer to determine the jurisdiction of Special Access circuits (lines), MegaLink Custom Services, or STN Service.

\* Each leg of a multipoint circuit is equal to one line.

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.5 Missed Installation on Confirmed Due Date

(A) General

The Telephone Company assures that when a customer orders certain Access Services, as specified in (B) following, service will be installed and available for customer use no later than the Confirmed Due Date provided by the Telephone Company.

Failure to meet a Confirmed Due Date for installation of certain services will result in a credit shown in the Missed Installation Credit Schedule found in 2.5.5 (B) following when the responsibility for the failure is solely the Telephone Company's. This credit will apply to services up to the Network Interface.

(B) Services Subject To The Credit

The services listed in the Missed Installation Credit Schedule found below will be credited for a missed installation on a Confirmed Due Date as shown:

Missed Installation Credit Schedule

Services	Credit Amount
Voice Grade Services	\$200.00
MegaLink Data Services	\$250.00
High Capacity DS1 Special Access Services	\$350.00
MegaLink Custom DS3 Services	\$600.00
ReliaNet Services (DS1)	\$250.00
ReliaNet Services (DS3)	\$500.00

General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.5 Missed Installation on Confirmed Due Date (Cont'd)

(C) When a Credit Allowance Does Not Apply (Cont'd)

9. Special Access nonrecurring installation charges (as specified in 7.3.4, 7.3.9, 7.3.10, 20.5 and 31.3.3), associated with Voice Grade Service, MegaLink Data Service, High Capacity DS1 Special Access Service, MegaLink Custom DS3 Service, and ReliaNet Services that are waived or zero rated

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.6 Credit Allowance for Service Interruptions

(A) General

Service (with the exception of STN and ReliaNet) is considered to be interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or the protective controls applied by the Telephone Company, specified in 6.7.10 (Network Management), result in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to the Telephone Company and ends when the service is operative.

The credit allowance for an interruption or for a series of interruptions shall not exceed:

1. The applicable monthly rate,
2. The assumed minutes of use charge, or
3. The billed amount for that particular rate element in those cases where the tariff rate exceeds the actual billed amount (e.g., Shared Used Special Access services).

For STN and ReliaNet, the service is considered to be interrupted when it does not meet the following maintenance specifications as set forth in Technical Publications 76635 and 76839, respectively:

- Errored Seconds
- Severely Errored Seconds
- Consecutive Severely Errored Seconds
- Availability

For STN and ReliaNet, an interruption period starts when an interruption of service is reported to the Telephone Company and the service is released to the Telephone Company for repair and ends when the service is operative.

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.6 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(2) Special Access Services

A credit allowance for service interruptions applies to the following Special Access Services: Metallic Service, Telegraph Grade Service, Voice Grade Service, Program Audio Service, Video Service, MegaLink Data Service, High Capacity Service, DovLink Service, Message Station Equipment Recovery Charge, Administration and Maintenance of Priority Restoration, Network Reconfiguration Service, Transport Resource Management (TRM) Service, Self-Healing Transport Network (STN) Service, MegaLink Custom Service and ReliaNet Service. A credit allowance will also apply to Diversity Service.

No credit shall be allowed for an interruption period of less than 30 minutes. For each period of 30 minutes, or fraction thereof, that the interruption continues after the initial 30 minute outage, the customer will be credited at the rate of 1/1440 of the monthly charges until the outage reaches the Service Assurance Warranty (SAWS) threshold. When the total service interruptions on the same service exceeds the SAWS threshold within a 12 hour time period, the customer shall receive an additional credit per the SAWS schedule of credits as specified in Section 2.5.7.

The total credit allowance available to the customer regardless of the number or type of service interruptions within a 30 day period will not exceed 100% of the combined monthly rates per affected service.

For two-point services, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., two channel terminations, channel mileage and optional features and functions).

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.6 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(2) Special Access Services (Cont'd)

For multipoint services, the monthly charge shall be only the total of all the monthly rate element charges associated with that portion of the service that is inoperative (i.e., a channel termination per customer premises, channel mileage and optional features and functions).

For multiplexed services, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative.

When the facility which is multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., the channel termination, channel mileage and optional features and functions, including the multiplexer on the facility to the Hub and the channel terminations, channel mileages and optional features and functions on the individual services from the Hub).

When the service which rides a channel of the multiplexed facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service from the Hub to a customer premises (i.e., channel termination, channel mileage and optional features and functions).

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.6 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(5) Diversity Service

A credit allowance for service interruptions applies to the Diversity Service as follows.

No credit shall be allowed for an interruption period of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more up to, and including, 2 hours at the rate of 1/1440 of the monthly Diversity charges on a facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute outage. When the total service interruptions on the same Diversity service exceed 2 hours within a 12 hour time period, the customer shall be credited per the Service Assurance Warranty Schedule (SAWS) specified in 2.5.7.

In any month, as a result of the interruption, the total credit per rate element of the interrupted service may not exceed 100 percent of the monthly charge for that particular rate element.

The credits applying herein, are for the Diversity Service portion of the customer's total monthly charges only. The credits available to the customer for the basic service, on which the Diversity is used, are as stated in other subsections of this credit allowance section.



2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.7 Service Assurance Warranty Schedule (SAWS)

The customer shall be credited per the Service Assurance Warranty Schedule (SAWS) specified below when the total service interruptions on the same service exceeds the SAWS threshold for that service as specified following, within a 12 hour time period.<sup>1</sup>

The SAWS credit allowance is in addition to the credit allowance in Section 2.5.6. The SAWS credit allowance is applied to the customer's bill in addition to the existing monthly service rates, and in addition to any existing credit allowances. The total credit allowance available to the customer, regardless of the number of service interruptions in any one monthly billing period, will not exceed 100 percent of the monthly charge for that particular rate element.<sup>1</sup>

(A) Special Access Services

All Special Access Services with exceptions as listed below will be credited according to the SAWS schedule below, in addition to the credit allowances in Section 2.5.6.<sup>2</sup>

SAWS Threshold<sup>2</sup>

Over 3 hours

<u>Service Category</u>	<u>SAWS Credit Per Interruption</u>
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(1) <sup>2</sup> All Special Access Services with the following <u>exceptions:</u>	1/2 of the monthly rate
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DS1, DS3, DS1/DS3 equipped with SecureNet options, NRS and TRM Services (assoc. with DS1 or DS3 Service), Message Station Equipment Recovery Charge (assoc. with DS1/DS3 Svc.), Admin. and Mtce. of Priority Restoration (assoc. with DS1/DS3 Service), <sup>(3)</sup>, STN Service and ReliaNet Service <sup>(3)</sup>.

1 Effective April 1, 2004, for Special Access Metallic, Telegraph, Voice Grade, Program Audio, Video, MegaLink Data, High Capacity (DS1), and MegaLink Custom Service (DS3) this regulation is limited to existing customers at existing locations. Additionally, this regulation is limited to services that may be rearranged or moved pursuant to existing DS1 TPP terms and conditions found in Section 7.2.22.

2 Effective April 1, 2004 this regulation is limited to existing customers at existing locations. Additionally, this regulation is limited to services that may be rearranged or moved pursuant to existing DS1 TPP terms and conditions found in Section 7.2.22.

3 Material in this Section has been de-tariffed as required by the Commission upon use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. 07-180, released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at [www.att.com/guidebook](http://www.att.com/guidebook).

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.7 Service Assurance Warranty Schedule (SAWS) (Cont'd)

(A) Special Access Services (Cont'd)

High Capacity Service (DS1)<sup>1</sup>, Megalink Custom Service (DS3)<sup>1</sup>, ReliaNet On-Net - Opt. 2 AC - DS1 and Off-Net AC, DS1 and DS3 access ports <sup>(2)</sup> will be credited according to the SAWS schedule below, in addition to the credit allowances in Section 2.5.6.

SAWS Threshold

Over 2 hours

<u>Service Category</u>	<u>SAWS Credit Per Interruption</u>
(2) High Capacity Svc. (DS1) <sup>1</sup> , MegaLink Custom Svc. (DS3) <sup>1</sup> , BCS* and OCN PTP.	1/2 of the monthly rate
(3) ReliaNet - On-Net - Opt. 2 AC - DS1 and Off-Net AC, DS1 and DS3 access ports	1/2 of the monthly rate

1 Effective April 1, 2004 this regulation is limited to existing customers at existing locations. Additionally, this regulation is limited to services that may be rearranged or moved pursuant to existing DS1 TPP terms and conditions found in Section 7.2.22.

2 Material in this Section has been de-tariffed as required by the Commission upon use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. 07-180, released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at [www.att.com/guidebook](http://www.att.com/guidebook).

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.7 Service Assurance Warranty Schedule (SAWS)

(A) Special Access Services

- (4) Special Access Metallic, Telegraph, Voice Grade, Program Audio, Video, MegaLink Data, High Capacity (DS1), and MegaLink Custom Service (DS3)

For service interruptions 4 hours or greater, the customer shall be credited as follows:

- (i) For the initial 4 hour outage in a 30 day period, in lieu of the credit described in 2.5.6, the customer will be credited as shown in the SAWS schedule below.
- (ii) Additional service interruptions that are 4 hours or greater that occur in the same 30 day period will be calculated at the rate of 1/1440 per 30 minute interval described in 2.5.6.

The total credit allowance available to the customer regardless of the number or type of service interruptions within a 30 day period will not exceed 100% of the combined monthly rates per affected service.

Special Access Services as listed below will be credited according to the SAWS schedule below, in addition to the credit allowances in Section 2.5.6.

<u>SAWS Threshold</u>	<u>Service Category</u>	<u>SAWS Credit Per Interruption</u>
4 Hours and greater	Metallic	\$5.00
	Telegraph	\$5.00
	Voice Grade	\$10.00
	Program Audio	\$10.00
	Video	\$10.00
	MegaLink Data	\$15.00
	High Capacity Service (DS1)	\$120.00
	MegaLink Custom Service (DS3)	\$380.00

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.7 Service Assurance Warranty Schedule (SAWS) (Cont'd)

(A) Special Access Services (Cont'd)

(5) High Capacity Special Access and MegaLink Custom Service Equipped with a SecureNet Option

No credit will be allowed for an interruption period of less than 2.0 seconds. For a single service interruption greater than 2.0 seconds, the credit will be as follows.

SAWS Threshold

Over 2.0 Seconds

Service Category  
Interruption

SAWS Credit Per

High Capacity Service  
Equipped with SecureNet-  
All Rate Elements

Monthly Rate

MegaLink Custom Service  
Equipped with SecureNet-  
All Rate Elements

Monthly Rate

To receive a credit for a service interruption greater than 2.0 seconds, the interruption must occur in that part of the service equipped with a SecureNet option (e.g., a loop failure on a Special Access Service equipped with Hub Redundancy would receive credit after a 2.0 second interruption, an interoffice facility failure on the same service would be credited after 30 minutes).

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.7 Service Assurance Warranty Schedule (SAWS) (Cont'd)

(A) Special Access Services (Cont'd)

(6) Network Reconfiguration Service (NRS) and Transport Resource Management Service (TRM)

Network Reconfiguration Service and Transport Resource Management Service will be credited according to the SAWS schedule, below in addition to the credit allowance in Section 2.5.6.

<u>SAWS Threshold</u>	<u>SAWS Credit Per Interruption</u>
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Over 2 hours

- |   |                         |
|---|-------------------------|
| (a) NRS and TRM Svcs. assoc. with DS1/DS3 Svcs. | 1/2 of the monthly rate |
|---|-------------------------|

Over 3 hours

- |  |                         |
|--|-------------------------|
| (b) NRS and TRM Svcs. assoc. with all Spl. Access Svcs. except DS1 and DS3 Svcs. | 1/2 of the monthly rate |
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2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.7 Service Assurance Warranty Schedule (SAWS) (Cont'd)

(A) Special Access Services (Cont'd)

(8) STN and ReliaNet (MAC and On-Net AC - Opt. 1)

No credit will be allowed for STN and ReliaNet (MAC and On-Net AC) service for an interruption period of less than 2.5 seconds. For a single service interruption greater than 2.5 seconds, the credit will be as follows.

SAWS Threshold

Over 2.5 Seconds

<u>Service Category</u>	<u>SAWS Credit Per Interruption</u>
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<u>All STN Service Rate Elements</u>	Monthly Rate
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<u>ReliaNet (MAC - Opt. A &amp; B and On-Net AC - Opt. 1)</u>	Monthly Rate
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In the event the Telephone Company is modifying the existing STN or ReliaNet service to add an Access Node or ReliaNet node, at the customer's request, and the service is interrupted, credit allowance as set forth in 2.5.6(A) preceding will apply.

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.7 Service Assurance Warranty Schedule (SAWS) (Cont'd)

(A) Special Access Services (Cont'd)

(9) STN Interconnection with SecureNet Equipped  
MegaLink Custom Service

No credit will be allowed for Interconnection of an STN with MegaLink Custom Service equipped with the SecureNet Serving Wire Center and Facility Redundancy for an interruption period less than 2.0 seconds. For a single service interruption greater than 2.0 seconds, the credit will be as follows.

SAWS Threshold

Over 2.0 seconds

Service Category                      SAWS Credit Per Interruption

STN Interconn. with                      Monthly Rate

SecureNet Equipped  
MegaLink Custom Service

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.7 Service Assurance Warranty Schedule (SAWS) (Cont'd)

(C) Diversity Service

Diversity Service will be credited according to the SAWS schedule below, in addition to the credit allowances in Section 2.5.6.

SAWS Threshold

Over 2 hours

<u>Service Category</u>	<u>SAWS Credit Per Interruption</u>
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(1) <u>Diversity Service</u>	Monthly Rate
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2.6 Definitions

Competitive County - The term "Competitive County" denotes the geographic unit of a county or county-equivalent that either is competitive pursuant to the F.C.C.'s competitive market test or was granted Phase II, Level 2 pricing flexibility prior to June 1, 2017.

Non-Competitive County - The term "Non-Competitive County" denotes the geographic unit of a county or county-equivalent that neither is competitive pursuant to the F.C.C.'s competitive market test nor was subject to Phase II, Level 2 pricing flexibility prior to June 1, 2017.