

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

- (3) For Special Access, Metallic, Telegraph, Voice Grades, Generic Digital Transport Service (GDTS) and High Capacity and Fiber AdvantageSM DS1, DS3, DS3x3 DS3x12, Program Audio, and Video the customer shall be credited the amount specified below for service interruptions equal to 4 hours or more, as the Maintenance Commitment Program (MCP) credit. The credit allowance described in Section 2.4.4(B)(1) will continue to apply to interruptions that are less than 4 hours.

Only 1 MCP credit allowance will be applied per affected service during a 30 day period. The total credit allowance available to the customer regardless of the number of service interruptions within a 30 day period will not exceed 100% of the combined monthly rates per affected service. Additional service interruptions that occur in the same 30 day period will be calculated as described in Section 2.4.4(B)(1).

Except for new installations, credit shall be computed using the beginning of the prior month's billing records. For new services, the credit shall be determined using the beginning of the current month's billing records.

To qualify for the MCP credit, the customer will provide to the Telephone Company the name and number of the customer's personnel accepting the closure. The Telephone Company will provide the date and time the trouble was reported to Pacific Bell and the date and time the service was returned to the customer. If this information is not provided, the credit allowance described in Section 2.4.4(B)(1) will apply.

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

(3) (Cont'd)

The interruption period starts when an inoperative service has been reported to the Telephone Company and the service is released for testing and repair. The interruption period ends when the service is operative and the customer has accepted the service from the Telephone Company. If the customer does not accept the service or notify the Telephone Company that the service continues to be inoperative within 4 hours notification that the service is repaired, no additional credit shall be given.

The interruption period is calculated based on the start and stop time of the service interruption as determined by the Telephone Company and excludes customer requested monitoring and conditions set forth in Section 2.4.4(C) following.

If the customer notifies the Telephone Company that the service is inoperative within 4 hours of the Telephone Company's notification that the service is repaired, the time from notification to the Telephone Company until the trouble is cleared will be added to the interruption period and will be subject to the appropriate service interruption credit.

MCP credit will be applied only to inoperative services as set forth in (1) (a) thru (c) preceding. For Fiber AdvantageSM DS3x3 and DS3x12 Service, credit will be applied to each Fiber AdvantageSM DS3 service that is inoperative.

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

(3) (Cont'd)

Credit Allowance Schedule:

- Per service

Interruption Period

30 minutes or more,

but less than 4 hours minute interval

Applicable Credit

1/1440th per 30

4 hours or more
and qualifies for
MCP credit

Metallic:	\$	5.00
Telegraph:		5.00
Voice Grade:		10.00
Program Audio:		
Monthly:		10.00
Daily:		2.50
Video Service:		
Monthly:		75.00
Daily:		25.00

GDTs:		15.00
DS1:		120.00
Fiber Advantage SM		
DS1		120.00
Fiber Advantage SM		
DS3		380.00

or 1/1440 per 30 minute
interval, whichever is
greater.

4 hours or more
and does not
qualify for MCP credit

1/1440th per 30
minute interval

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

- (4) For Special Access High Capacity DS1, DS3, DS3x3, and DS3x12 services provided with the Enhanced Access Diversity optional feature, as described in Section 7.2.9(D)(6) following. The customer shall be credited 100% of the monthly rates for any associated Channel Terminations, Channel Mileage, and Multiplexing for each identified service when both the primary transmission path (primary service) and the designated diverse transmission (secondary service) path experience simultaneous service interruptions. In order to qualify for this credit, the outages must be determined by the Telephone Company to be in its network and the failures occurred at physically diverse locations as specified in the Enhanced Access Diversity option previously installed by the Telephone Company.

The credit allowance described in Section 2.4.4(B)(3) will continue to apply for other High Capacity optional features that are associated with the primary and secondary services, when the outage occurs at a common point of failure based on the Enhanced Access Diversity Option previously selected by the customer as described in Section 7.2.9(D)(6) following, or any other situation when the failure does not qualify for the credit allowance described above, as long as all requirements for that credit allowance are met. Otherwise, the credit allowance described in Section 2.4.4(B)(1) will apply.

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

(4) (Cont'd)

The credit allowance described in Section 2.4.4(B)(1) will continue to apply to service interruptions that do not qualify for a credit allowance described in Section 2.4.4(B)(3) or (4).

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

To qualify for a service credit under Section 2.4.4(B)(4), when a dual interruption of service occurs, the customer will provide to the Telephone Company the name and telephone number of the customer's personnel accepting the closure. The Telephone Company will provide the date and time the trouble was reported to Pacific Bell and the date and time the service was returned to the customer. If this information is not provided, the credit allowance described in Section 2.4.4(B)(1) will apply.

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

(4) (Cont'd)

The interruption period starts when the inoperative diverse services have been reported to the Telephone Company and both services are released for testing and repair. The interruption period ends when each service is operative and the customer has accepted the service from the Telephone Company. If the customer does not accept the service only a credit allowance under Section 2.4.4(B)(1) shall be given.

The interruption period is calculated based on the start and stop time of the service interruption of each service as determined by the Telephone Company and excludes customer requested monitoring and conditions set forth in Section 2.4.4(C) following.

. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowances for Service Interruptions (Cont'd)

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

- (5) For Special Access Fiber AdvantageSM High Capacity DS1, DS3, DS3x3, and DS3x12 services provided, as described in Section 7.2.9 following. The customer shall be credited 100% of the monthly rates for any associated Fiber AdvantageSM service for a service interruption. Also, for any rate elements of SONET Ring and Access Services⁽¹⁾ provided, as described in Section 7.2.11 following, ⁽²⁾ the customer shall be credited 100% of the monthly rate for any service interruption affecting that rate element. In order to qualify for this credit, the outage must be determined by the Telephone Company to be in its network and the failure occurred in that part of the service with 1x1 protection.

The customer shall be credited 100% of the monthly rates for any associated Fiber AdvantageSM service the rate elements of SONET Services, when the outage is determined by the Telephone Company to be in its network and the failure occurred in that portion of the service with 1xN protection. The interruption must be 2 hours or more and all other requirements for this credit allowance are met. The 1xN protection resides on the sub rate interface service dropping off the SONET ring (eg. DS3). ⁽²⁾

For Node failures on SONET Service, the customer is allowed a credit for the corresponding rate elements if the outage is reported by the customer and the service made available to the telephone company to perform testing.

The credit allowances described elsewhere in this section will continue to apply for service interruptions when the outage is determined by the Telephone Company to be in its network and the failure does not qualify for the credit allowance described above, as long as all requirements for that credit allowance are met.

⁽¹⁾ Effective 01/03/06, SONET Ring and Access Service is limited to existing customers at existing locations except where spare capacity exists; customers may add additional locations on existing rings. New SONET ring services will be provided via Dedicated SONET Ring Service.

⁽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.

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

(5) (Cont'd)

The credit allowance described in Section 2.4.4(B)(1) will continue to apply to service interruptions that do not qualify for a credit allowance described in Section 2.4.4(B)(3) or (4).

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

To qualify for a service credit under Section 2.4.4(B)(5), the customer will provide to the Telephone Company the name and telephone number of the customer's personnel accepting the closure. The Telephone Company will provide the date and time the trouble was reported to the Telephone Company and the date and time the service was returned to the customer. If this information is not provided, the credit allowance described in Section 2.4.4(B)(1) will apply.

The interruption period starts when the inoperative service has been reported to the Telephone Company and the service is released for testing and repair. The interruption period ends when the service is operative and the customer has accepted the service from the Telephone Company. If the customer does not accept the service only a credit allowance under Section 2.4.4(B)(1) shall be given.

The interruption period is calculated based on the start and stop time of the service interruption of each service as determined by the Telephone Company and excludes customer requested monitoring and conditions set forth in Section 2.4.4(C) following.

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

(8) For certain Special Access services (WD1-4; Generic Digital Transport Service, DA1-6; and High Capacity, HC1), any period during which the error performance is below that specified for the service will be considered as an interruption.

(10) For service ordered under DS3 Leaseback, each customer must notify the Telephone Company of a service outage in order to receive a credit allowance.

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

- (10) For audio connecting facilities and television connecting facilities no credit shall be allowed for an interruption of less than 30 seconds. The customer shall be credited for an interruption of 30 seconds or more at the rate of 1/8640 of the monthly charge for the facility for each 5 minutes or fraction thereof that an interruption continues.

Interruptions occurring during a period of 5 consecutive minutes shall be considered as one interruption. An interruption of either the audio or video portion of a television connecting facility shall be considered as an interruption of the facility if the customer releases the entire facility for investigating and clearing the troubles thereon.

- (11) For service provided under DS3 Leaseback arrangement, any affected customer not notifying the Telephone Company of a service outage will not receive a credit allowance.

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.5 Provisioning Commitment Program (Cont'd)

The Failure of the Telephone Company to meet this commitment will result in a credit shown in the Missed Installation Credit Schedule found below for the services associated with the missed confirmed due date provided by the Telephone Company when the responsibility for the failure is the Telephone Company's.

Missed Installation Credit Schedule

Services	Credit Amount
Voice Grade	\$200.00
Generic Digital Transport Service	\$250.00
High Capacity DS1 Service	\$350.00
High Capacity DS3 Service	\$600.00
Switched Access Transport DS1	\$350.00
Switched Access Transport DS3	\$600.00

The Provisioning Commitment Program does not apply:

- 1) when failure to meet the Confirmed Due Date occurs because of conditions listed in Sections 2.1, 2.2 and 2.3 preceding, or due to the actions of the customer or unavailability of the customer's facilities and/or equipment.
- 2) to Special Construction set forth in Tariff F.C.C. No. 2.
- 3) to Specialized Service or Arrangement (SSA) or Individual Case Base (ICB) tariff filings.
- 4) when the Telephone Company is not the designated Access Service Coordination Exchange Carrier (ASC-EC) and the Confirmed Due Date is not met by the Local Exchange Company (LEC) acting as the ASC-EC for its portion of the service.
- 5) Direct Inward Dial Switched Access Service as described in Section 6.2.12.

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.5 Provisioning Commitment Program (Cont'd)

- 7) to Digital Data Over Voice Special Access Service as described in Section 7.5 following.
- 8) to Expanded Interconnection Service or Switched or Special Access Service connecting to Expanded Interconnection Service, when the Expanded Interconnection Service is not already operational.
- 9) to Fiber AdvantageSM High Capacity Services when the nonrecurring charges associated with the installation of the service have been waived.
- 11) when the customer requested High Capacity DS1 Special Access Services (excluding Fiber Advantage) installation due date(s) is less than the Telephone Company's published installation objective.

2.5 Reserved for Future Use

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.