

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions

(B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer or the customer's end user shall be as follows:

- (1) For Special Access Services, except as specified in 2.4.4(B) (2), 2.4.4(B) (10), 2.4.4(B) (12), 2.4.4(B) (13) and 2.4.4(B) (16) following, no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues for all services except those as described in Section 2.4.4(B) (2), 2.4.4(B) (9), 2.4.4(B) (10), 2.4.4(B) (12), 2.4.4(B) (13) and 2.4.4(B) (16) following. The Telephone Company may require joint out of service testing between the customer and the Telephone Company for investigation and correction of the interruption.

For Network Reconfiguration Service (NRS), no credit shall be allowed for interruptions required to perform preventative or routine maintenance, or to perform software updates when the customer has been notified at least 24 hours prior to such occurrences.

The monthly charges used to determine the credit shall be as follows:

- (a) 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 Local Distribution Channels, Channel Mileage Terminations and Channel Mileage as appropriate, and optional feature and functions).

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)

- (b) For multipoint services and Special Access Services associated with Network Reconfiguration Service (NRS), the monthly charge shall be only the total of all the monthly rate element charges associated with the portion of the service that is inoperative (i.e., a Local Distribution Channel per customer premises, Channel Mileage Terminations and Channel Mileage as appropriate, and optional features and functions).

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)

(1) (Cont'd)

(c) For DS3 service provided under a Shared Facility Credit/Shared Facility Channel Service arrangement, the monthly charge shall be the total of all the monthly rate element charges, less any applicable Shared Facility Credits, associated with the portion of the service that is inoperative.

(2)* For Program Audio and Video Special Access Services, 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 as follows:

(a) For two-point services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues.

(b) For two-point services, when daily rates are applicable, the credit shall be at the rate of 1/288 of the daily charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues.

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)

(2)* (Cont'd)

- (c) For multipoint services, when monthly rates are applicable, the credit shall be at the rate of $\frac{1}{8640}$ of the monthly charges for all Local Distribution Channels, Channel Mileage Terminations and Channel Mileage, and optional features and functions that are inoperative for each period of 5 minutes or major fraction thereof that the interruption continues.
- (d) For multipoint services, when daily rates are applicable, the credit shall be at the daily rate of $\frac{1}{288}$ of the daily charges for all Local Distribution Channels, Channel Mileage Terminations and Channel Mileage, and optional features and functions that are inoperative for each period of 5 minutes or major fraction thereof that the interruption continues.
- (e) For multipoint services, the credit for the monthly or daily charges includes the charges for the distribution amplifier only when the distribution amplifier is inoperative.
- (f) When two or more interruptions occur during a period of 5 consecutive minutes, such multiple interruptions shall be considered as one interruption.

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)

- (6) For certain Special Access services (DS1 Service, DS3 Service, and SONENT Xpress), the period during which the error performance is below that specified for the service will be considered as an interruption.

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)

(11) For Special Access Metallic, Telegraph, Program Audio, Video, Direct Analog, Base Rate, DS1, and DS3 Service no credit shall be allowed for interruptions less than 30 minutes. For interruptions of 30 minutes or more but less than 4 hours, the customer shall be credited at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes. 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 previously described, the customer will be credited as shown in the Credit Allowance 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.

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.

An interruption period starts when an inoperative service is reported by the customer to the Telephone Company for repair and ends when the service is operative. The customer must make the circuit available for testing by the Telephone Company and provide access as needed. Suspension of the calculated interruption period will occur when access to the customer premises can not be gained or the customer does not release the circuit experiencing trouble.

Credit Allowance Schedule

<u>Interruption Period</u>	<u>Service</u>	<u>Applicable Credit</u>
4 Hours or More	Metallic	\$ 5.00
	Telegraph	\$ 5.00
	Program Audio	\$ 10.00
	Video	\$ 10.00
	Direct Analog	\$ 10.00
	Base Rate	\$ 15.00
	DS1	\$ 120.00
	DS3	\$ 380.00

* Credit allowances are not available for Optical Services associated with the DS3 Service Package, DS3 Service Channel and Entrance Facilities LT-3 subscribed to, on or after March 8, 2001.

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)

- (16) For Special Access SONET Xpress Service, any verifiable service interruption will result in a credit of 100 percent of the monthly rates for the circuit or portion of the circuit involved.

An interruption period will start when an inoperative service is reported to the Telephone Company and end when the service is operative. In any month, as a result of service interruptions, the total credit per rate element of the interrupted service may not exceed 100 percent of the monthly charge for that particular rate element.

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.