

TARIFF DISTRIBUTION

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PURPOSE: Clean-up Service Outage language.

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Issuing Officer: Kristen E. Shore, Assistant Vice President - Regulatory

ACCESS SERVICE
 CHECK SHEET

The Title Page and Pages 1 to 29-48 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement Nos. 1 and 2 contain all changes from the original tariff that are in effect on the date hereof.

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24	1st	71	1st	115	Original
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27	2nd	74	1st	118	Original
28	1st	75	2nd	119	Original
29	2nd	76	2nd	120	Original
30	1st	77	1st	121	Original
31	1st	78	1st	122	Original
32	2nd	79	1st	123	Original
33	2nd	80	2nd	124	Original
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2-8	Original	2-55	2nd*	2-101	Original
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ACCESS SERVICE
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

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

- (1) For BellSouth SWA Dedicated Interoffice Channels, Channelization Equipment and Switched Local Channels, Dedicated End Office Trunk Port Service and Dedicated Tandem Trunk Port Service Special Access (a.k.a. BellSouth SPA) services other than BellSouth Dedicated Ring, SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring), and SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring), LightGate service (a.k.a. BellSouth SPA Point to Point Network), DS1 (a.k.a. BellSouth SPA DS1) service, BellSouth DS1 Diverse Service, Program Audio⁽¹⁾ (a.k.a. BellSouth SPA Program Audio), Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video) services, Intra-Office Collocation Cross Connect Service, Physical Access Cross Connect Service and Virtual Access Cross Connect Service, 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.

The credits will apply no more than once per month and the total of all credits, including those provided in other sections of this Tariff, shall not exceed the monthly rate for the service. The monthly charges used to determine the credit shall be as follows:

- (a) The monthly charge shall be the total of all the monthly rate element charges associated with the highest level inoperative channelized service:
For BellSouth SWA Transport: BellSouth SWA Local Channel, Dedicated End Office Trunk Port Service and Dedicated Tandem Trunk Port Service, BellSouth SWA Dedicated Interoffice Channel, Channelization Equipment (if applicable) and any Optional Features and Functions.
For Special (a.k.a. BellSouth SPA) two-point services: two Local Channels, Interoffice Channel, and Optional Features and Functions. (T)
- (b) For multipoint services, the monthly charge shall be only the total of all the monthly rate element charges associated with the highest level channelized service for that portion of the service that is inoperative (i.e., a local channel per customer premises, interoffice channel, and optional features, and functions). (T)
- (c) For Special Access (a.k.a. BellSouth SPA) channelized services, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the highest level channelized service that is inoperative.

⁽¹⁾ Program Audio is discontinued and no longer available in this publication (see WC Dkt. 19-238).

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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) (Cont'd)

When the facility which is channelized or the Basic Channelization System itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the highest level channelized service (i.e., the local channel, interoffice channel, central office channel interface(s), and any optional features and functions, including the Basic Channelization System on the facility to the Hub. When the service which rides a channel of the channelized facility is inoperative (assuming the highest level channelized service is still operative) the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the lower level inoperative service from the Hub to a customer premises (i.e., local channels, interoffice channel, central office channel interface(s), and optional features and functions). For channelized service ordered under the Shared Network Arrangement, certain record keeping complexities necessitate that the host subscriber as well as each service user notify Telephone Company of any service outage in order to receive a credit allowance.

(T)

(T)

(d) For BellSouth SWA channelized services, the monthly charge shall be the total of all monthly rate element charges associated with that portion of the highest level channelized service that is inoperative. When the facility which is channelized or the Basic Channelization System itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the highest level channelized service (e.g., the Switched Local Channel, Switched Interoffice Channels, Channelization Equipment, including the Basic Channelization System on the facility to the Hub, if applicable).

(e) For SMARTPath services (a.k.a. BellSouth SPA Shared Ring) and SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring), the monthly charge shall be the total of all the monthly rate element charges associated with the highest level inoperative channelized service (e.g., SMARTPath Area Connection and SMARTPath Area Junction).

(f) For Intra-Office Collocation Cross Connect, Physical Access Cross Connect, and Virtual Access Cross Connect elements specified in Section 13 of this Tariff, the monthly charge shall be that associated with the specific cross connect that is inoperative.

(g) For BellSouth SWA service, BellSouth Directory Assistance Access service, and BellSouth Line Information Data Base Access service usage sensitive rate elements, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate applicable to the service involved, for each period of 24 hours or major fraction thereof that the interruption continues. In the case of service billed based upon actual usage, no credit allowance is applicable.

(M)

(h) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed (a) the sum of the monthly charges for the affected services; or (b) the assumed minutes of use charge.

(M) Material now appearing on this page previously appeared on Page 2-50.

(C)
(M)

(D)

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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)

Quick Reference Service Outage Table	
Active Services	Section Reference
BellSouth Administrative Management Service	2.4.4(B)(5)
BellSouth Wavelength SWA Channel Service Components and BellSouth Channel Service	2.4.4(B)(15)
Broadcast Quality Video	2.4.4(B)(2)
DS1 Diverse Access	2.4.4(B)(12)
DS1 Special Access subject to a current term plan in effect as of 4/4/2015	2.4.4(B)(7)
DS1 Special Access subject to a circuit term plan initiated or renewed after 4/4/2015 or being provided on a month-to-month basis	2.4.4(B)(16)
LightGate Service, excluding DS1 Channel Interfaces and services subject to a term plan renewed on or after 3/17/2023 or being provided on a month-to-month basis	2.4.4(B)(8)
LightGate Service subject to a term plan renewed on or after 3/17/2023 or being provided on a month-to-month basis	2.4.4(B)(16)
LightGate Service DS1 Channel Interfaces	2.4.4(B)(7)
SMARTPath Service	2.4.4(B)(6)
Specialized Service or Arrangements provided under Section 12	2.4.4(B)(4)
Switched Access DS1	2.4.4(B)(10)
Switched Access DS3	2.4.4(B)(11)
Grandfathered/Discontinued Services	
Digital Data Access	2.4.4(B)(3)
Fast Packet Services	2.4.4(B)(13)
High Capacity (a.k.a. BellSouth SPA High Capacity) DS1 HC1	2.4.4(B)(3)
Program Audio	2.4.4(B)(2)

(N)

(2) For Program Audio⁽¹⁾ (a.k.a. BellSouth SPA Program Audio) and Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video) Special Access services (a.k.a. BellSouth SPA), 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:

(M)

⁽¹⁾ Program Audio is discontinued and no longer available in this publication (see WC Dkt. 19-238).

(M)

(M) Material previously appearing on this page now appears on Page 2-50.

(N)

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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)

- (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. (M1)
- (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.
- (c) For multipoint services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for all channel terminations, channel mileages, and optional features and functions that are inoperative for each period of 5 minutes or major fraction thereof that the interruption continues. (M1)
(T)
- (d) For multipoint services, when daily rates are applicable, the credit shall be at the daily rate of 1/288 of the daily charges for each channel termination, channel mileage, and optional features and functions that is inoperative for each period of 5 minutes or major fraction thereof that the interruption continues. (T)
- (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.

- (3) For certain Special Access (a.k.a. BellSouth SPA) services (Digital Data Access (a.k.a. BellSouth SPA DSO Digital Data), DA1-4; and High Capacity (a.k.a. BellSouth SPA High Capacity) HC1, any period during which the error performance is below that specified for the service will be considered as an interruption. (M2)
(T)

(M1) Material now appearing on this page previously appeared on Page 2-49. (N)
(M2) Material previously appearing on this page now appears on Page 2-48. (N)

(M2)

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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) Service interruptions for Specialized Service or Arrangements provided under the provisions of Section 12 following shall be administered in the same manner as those set forth in 2.4.4 unless other regulations are specified with the Individual Case Basis filing. (T)
- (5) Service interruption for BellSouth Administrative Management Service shall be administered in the same manner as set forth in 13.3.10(C) following. (T)

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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 SMARTPath service (a.k.a. BellSouth SPA Shared Ring), and SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring) rate elements, failure by the Telephone Company to meet the performance guarantee described in Sections 7.2.13(C)(2) and 7.2.14(C)(1) of this Tariff, respectively, will prompt a credit equal to 1440/1440 for effected SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring), or SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring), rate elements. A customer request for credit will not be required. The credit will be applied through normal administrative processes and the dollar amount will be reflected on the customer's bill. The credit will apply no more than once per billing period. This credit is in addition to those provided in 2.4.4(B)(1) preceding. The combined total of the credit allowance during a month for failure to meet the performance guarantee in Section 7.2.13(C)(2) or 7.2.14(C)(1), as applicable, and the credit for service interruption contained in Section 2.4.4(B)(1) shall not exceed the monthly rate for the highest level inoperative channelized service. (T)
- (7) The Credit Allowance for Service Interruptions, as described in Section 2.2.4(B)(7), applies only to DS1 Special Access circuits purchased under a CSPP or a TPP in effect as of April 4, 2015. For DS1 Special Access circuit purchased on a month-to-month basis, including those circuits selected for an ACP discount, the Credit Allowance for Service Interruptions will only apply to circuits in effect as of April 4, 2015. Thereafter, the Service Assurance Warranty (SAW), as described in Section 2.4.4(B)(16), will apply. (T)(D)

Credit allowances for service interruptions on DS1 Special Access (a.k.a. BellSouth SPA DS1) service (including DS1 Alternate Serving Wire Center service and LightGate service (a.k.a. BellSouth SPA Point to Point Network) DS1 channel interfaces will be based on (T)

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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)

(7) (Cont'd)

(T)

the wire center group assignment of the customer's serving wire center, (see Group 1 wire Center list following). For DS1 Special Access (a.k.a. BellSouth SPA DS1) facilities assigned to Group 1 wire centers, the customer shall be credited at the rate of 1440/1440 for service interruptions of one minute or more. Special Access DS1 (a.k.a. BellSouth SPA DS1) customers with facilities assigned to Group 2 wire centers, (all other wire centers not included in Group 1) shall be credited for interruptions of more than 30 minutes but less than or equal to 210 minutes based on the credit allowance schedule following. For service interruptions of 211 minutes or more the customer shall receive a credit of 1440/1440 of the monthly rate. Credit allowances for DS1 Special Access (a.k.a. BellSouth SPA DS1) service interruptions involving more than one wire center group will be based on the respective local channel wire center rate and the highest interoffice channel mileage rate used in provisioning the service. Ratcheting, to account for BellSouth SWA services, will be applied to DS1 Special Access (a.k.a. BellSouth SPA DS1) service interruption credits. Credit allowance limitations shall be in accordance with Section 2.4.4(B)(1) preceding.

(T)

Credit Allowance Schedule
Group Wire Centers

<u>Interruption Period</u>	<u>Credit Per Interruption</u>
<u>30 Minutes to 150 Minutes – All</u>	360/1440
<u>151 Minutes to 210 Minutes – All</u>	720/1440
<u>211 Minutes or More – All</u>	1440/1440

(T)

(T)

(T)

The provisions of this subsection do not apply to BellSouth DS1 Diverse service.

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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)

(7) (Cont'd)

(T)

BELLSOUTH GROUP 1 WIRE CENTERS

ATLNGAAC	BRHMALOM	CLMASCSU	JCSNMSCP
ATLNGAAD	BRHMALOX	CLMASCSW	JCSNMSMB
ATLNGABH	BRHMALRC	COCYFL13	JCSNMSNR
ATLNGABU	BRHMALTA	DNWDGAMA	JCSNMSPC
ATLNGACD	BRHMALVA	DRBHFLMA	JCSNMSRW
ATLNGACS	BRHMALWE	FTLDFLAP	JCSNMSTR
ATLNGAEL	BRHMALWL	FTLDFLCR	JCVLFLAR
ATLNGAEP	BYBHFLMA	FTLDFLCY	JCVLFLBW
ATLNGAFP	CHMBGAMA	FTLDFLFT	JCVLFLCL
ATLNGAGC	CHRLNCBO	FTLDFLJA	JCVLFLFC
ATLNGAGR	CHRLNCCA	FTLDFLMA	JCVLFLIA
ATLNGAHR	CHRLNCCE	FTLDFLOA	JCVLFLJT
ATLNGAIC	CHRLNCCR	FTLDFLPL	JCVLFLLF
ATLNGALA	CHRLNCDE	FTLDFLSG	JCVLFLNO
ATLNGANW	CHRLNCER	FTLDFLSU	JCVLFLOW
ATLNGAPP	CHRLNCLP	FTLDFLWN	JCVLFLPP
ATLNGASS	CHRLNCLX	GNBONCAP	JCVLFLRV
ATLNGATH	CHRLNCMI	GNBONCAS	JCVLFLSJ
ATLNGAUY	CHRLNCMO	GNBONCEU	JCVLFLSM
ATLNGAWD	CHRLNCOD	GNBONCHO	JCVLFLWC
ATLNGAWE	CHRLNCRE	GNBONCLA	LKWOFLAJ
BCRTFLBT	CHRLNCSH	GNBONCMC	LLBNGAMA
BCRTFLMA	CHRLNCTH	GNBONCPG	LSVLKY26
BCRTFLSA	CHALNCUN	GRNRNCJB	LSVLKY53
BRHMALBH	CLMASCAR	GTWSTNSW	LSVLKYAN
BRHMALCH	CLMASCBO	HLWDFLHA	LSVLKYAP
BRHMALCP	CLMASCCH	HLWDFLMA	LSVLKYBE
BRHMALEL	CLMASCDF	HLWDFLPE	LSVLKYBR
BRHMALEN	CLMASCMI	HLWDFLWH	LSVLKYCS
BRHMALEW	CLMASCPA	JCBHFLAB	LSVLKYCW
BRHMALFO	CLMASCSA	JCBHFLMA	LSVLKYFC
BRHMALFS	CLMASCSC	JCBHFLSP	LSVLKYHA
BRHMALHW	CLMASC SH	JCSNMSBL	LSVLKYJT
BRHMALMT	CLMASC SN	JCSNMSCB	LSVLKYOA

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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)

(7) (Cont'd)

(T)

BELLSOUTH GROUP 1 WIRE CENTERS

LSVLKYSH	MMPHTNCK	NSVLTNCD	ORLDFLSA
LSVLKYSL	MMPHTNCT	NSVLTNCH	PMBHFLFE
LSVLKYSM	MMPHTNEL	NSVLTNDO	PMBHFLMA
LSVLKYTS	MMPHTNFR	NSVLTNGH	PMBHFLNP
LSVLKYVS	MMPHTNGT	NSVLTNHH	PMBHFLTA
LSVLKYWE	MMPHTNHP	NSVLTNIN	RLGHNCDU
MIAMFLAE	MMPHTNMA	NSVLTNMC	RLGHNCGA
MIAMFLAF	MMPHTNMT	NSVLTNMT	RLGHNCGL
MIAMFLAL	MMPHTNOA	NSVLTNST	RLGHNCHO
MIAMFLAP	MMPHTNSL	NSVLTNUN	RLGHNCJO
MIAMFLBA	MMPHTNST	NSVLTNWC	RLGHNCMO
MIAMFLBC	MMPHTNWW	NSVLTNWM	RLGHNCSE
MIAMFLBR	MMPHTNZP	NWORLAAR	RLGHNCSC
MIAMFLCA	MNDRFLAV	NWORLAAV	RLGHNCSE
MIAMFLDB	MNDRFLLO	NWORLABM	RLGHNCSE
MIAMFLFL	MTGMAL11	NWORLACA	SMYRGAGP
MIAMFLGR	MTGMALBI	NWORLACM	SMYRGAMA
MIAMFLHL	MTGMALDA	NWORLAFR	SMYRGAPF
MIAMFLIC	MTGMALMB	NWORLAIY	TUKRGAMA
MIAMFLKE	MTGMALMT	NWORLALK	VRBHFLBE
MIAMFLME	MTGMALNO	NWORLAMA	VRBHFLMA
MIAMFLNM	MTRELABK	NWORLAMC	WCLMSCES
MIAMFLNS	MTRELARS	NWORLAMR	WCLMSCMA
MIAMFLOL	NDADFLAC	NWORLAMT	WPBHFLAA
MIAMFLPB	NDADFLBR	NWORLAMU	WPBHFLAN
MIAMFLPL	NDADFLGG	NWORLARV	WPBHFLGA
MIAMFLRC	NDADFLLO	NWORLASC	WPBHFLGR
MIAMFLRR	NDADFLAT	NWORLASK	WPBHFLHH
MIAMFLSH	NRCRGAMA	NWORLASW	WPBHFLLE
MIAMFLSO	NSVLTNAA	ORLDFLAP	WPBHFLRB
MIAMFLWD	NSVLTNAP	ORLDFLCL	WPBHFLRP
MIAMFLWM	NSVLTNBK	ORLDFLMA	
MMPHTNBA	NSVLTNBV	ORLDFLPC	
MMPHTNBM	NSVLTNBW	ORLDFLPH	

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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) Application of credits for service outages for LightGate service (a.k.a. BellSouth SPA Point to Point Network), (excluding DS1 channel interfaces and DS3 Services subject to term plans renewed on or after March 17, 2023 or being provided on a month-to-month basis), will be calculated as follows: credits will be applied to the monthly rate associated with each activated interface affected, after ratcheting adjustments to account for BellSouth SWA service, if any, for the highest level channelized service. For system level rate elements, credits applied to the monthly rate associated with the system, after ratcheting adjustments for BellSouth SWA services, based upon the proportion which the interrupted Special Access, (a.k.a. BellSouth SPA) channels, in the system bear to the total activated Special Access (a.k.a. BellSouth SPA) channels, in the system. Where service interruptions of one minute or more per occasion occur, the credit applied shall be 1440/1440. Credit allowance limitations shall be in accordance with Section 2.4.4(B)(1). For DS1 channel interfaces and DS3 Services subject to term plans renewed on or after March 17, 2023 or being provided on a month-to-month basis, Sections 2.4.4(B)(7) and 2.4.4(B)(16) will apply. (T) (N) (N)
- (9) Reserved for Future Use. (T)
- (10) Credit allowances for service interruptions on affected BellSouth SWA DS1 service Local Channel and/or Interoffice Channel elements will be based on the wire center group assignment of the customer's serving wire center, (see Group 1 Wire Center list contained in Section 2.4.4.(B)(10)). For BellSouth SWA DS1 facilities assigned to Group 1 wire centers, the customer shall be credited at the rate of 1440/1440 for service interruptions of one minute or more. BellSouth SWA DS1 customers with facilities assigned to Group 2 wire centers, (all other wire centers not included in Group 1) shall be credited for interruptions of more than 30 minutes but less than or equal to 210 minutes based on the credit allowance schedule following. (T) (N)

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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)

(10) (Cont'd)

(T)

Service interruptions of 211 minutes or more the customer shall receive a credit of 1440/1440 of the monthly rate. Credit allowances for BellSouth SWA DS1 service interruptions involving more than one wire center group will be based on the respective local channel wire center group and the highest interoffice channel mileage wire center used in provisioning the service. Ratcheting, to account for Special Access (a.k.a. BellSouth SPA) services, will be applied to BellSouth SWA DS1 service interruption credits. Credit allowance limitations shall be in accordance with Section 2.4.4.(B)(1).

(T)

Credit Allowance Schedule
Group 2 Wire Centers

<u>Interruption Period</u>	<u>Credit Per Interruption</u>	
<u>30 Minutes to 150 Minutes – All</u>	360/1440	(T)
<u>151 Minutes to 210 Minutes – All</u>	720/1440	(T)
<u>211 Minutes or More – All</u>	1440/1440	(T)

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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) Application of credits for service outages for BellSouth SWA DS3 will be calculated as follows: For the affected BellSouth Local Channel, Interoffice Channel and BellSouth SWA DS3 Channelization elements, credits will be applied to the monthly charge associated with each element affected for the highest level inoperative channelized service, after ratcheting adjustments to account for Special Access (a.k.a. BellSouth SPA) service, if any. Where service interruptions of one minute or more per occasion occur, the credit applied shall be 1440/1440 of the total monthly charge for the rate element involved. Credit allowance limitations shall be in accordance with Section 2.4.4.(B)(1) preceding. (T)
- (12) Application of credits for service outages of BellSouth DS1 Diverse service Local and Interoffice Channels will be calculated as follows: In the event of primary facility path failure, service is guaranteed to switch to an alternate facility path in one minute or less. Failure to meet this guarantee will result in credits being applied to the customer's bill equal to 1440/1440 of the monthly charge associated with the affected service element(s) (e.g., for the affected Local Channel, Interoffice Channel, DS1 Basic Channelization System and associated Central Office Channel Interface(s), and 1.544 Mbps elements of service associated with higher capacity Central Office Channel Interface channelization element(s), where the trouble is on the public right-of-way). Credits will be applied through normal administrative processes and the dollar amount will be reflected on the customer's bill. Ratcheting, to account for BellSouth SWA services, will be applied to BellSouth DS1 Diverse service interruption credits. A customer must report the outage in order to receive credit. The credits will apply no more than once per month and the total of all credits, including those in other sections of this Tariff, shall not exceed the monthly rate for service. (T)

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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)

(13) For Fast Packet Access Services,⁽¹⁾⁽²⁾ a service is considered interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff. An interruption period starts when the customer reports the interruption to the Telephone Company, and ends when the service is operative. Following are the credit allowances appropriate for Fast Packet Access Services; the credit allowance(s) for an interruption or for a series of interruptions shall not exceed the effective monthly rate for the Fast Packet Access Service. (T)

(a) In case of an interruption to any Fast Packet Access Service (except as specified otherwise in (b) following), the credit allowance for the period of the interruption, if not due to situations set forth in 2.4.4.(C), shall be as follows:

- For Exchange Access Frame Relay Service⁽¹⁾⁽²⁾ 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 the service impacted by the service outage, the Fast Packet Access Service rate elements used to determine the credit allowance amount shall be as follows:

- All network interfaces

- (1) Effective November 5, 2011, Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service) as described in Section 21.2, following, and BellSouth Managed Shared Frame Relay Service (MSFRS) as described in 21.3, following, will no longer be available to new Customers. Existing term plan Customers, as of November 5, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.
- (2) Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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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)

(13)(Cont'd)

(T)

- (b) In case of an interruption to Managed Shared Frame Relay Service,⁽¹⁾⁽²⁾ a Service Continuity Credit as follows (instead of the standard Fast Packet Access Service credit allowance for outages set forth previously in (a)) shall apply for service outages according to the schedule provided below if the outage is not due to situations set forth in 2.4.4(C). The customer will be credited the percentage of his effective monthly rate for the MSFRS Connections that are affected by the service interruption (i.e., effective monthly rate meaning the monthly rate discounted by the appropriate Fast Packet Savings Plan discount percentage, if applicable) based upon the period of the actual service outage as set forth in the following chart:

<u>Duration of Service Outage</u>	<u>Service Continuity Credit Percentage</u>
0 - 240 minutes	0%
241 - 360 minutes	33%
361 - 480 minutes	66%
Over 480 minutes	100%

For the services impacted by the service outage, the rate elements used to determine the Service Continuity Credit amount shall be as follows:

- For Managed Shared Frame Relay Service:⁽¹⁾⁽²⁾ MSFRS Connections

- (1) Effective November 5, 2011, BellSouth Managed Shared Frame Relay Service (MSFRS) as described in 21.3, following, will no longer be available to new Customers. Existing term plan Customers, as of November 5, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.
- (2) Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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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)

(13) (Cont'd)

(T)

- (c) In case of an interruption to Fast Packet Access Services subscribed with the Special Provisioning Feature, a Special Provisioning Credit as follows (instead of the standard Fast Packet Access Service credit allowance for outages set forth previously in (a) and (b)) shall apply for service outages if the outage is not due to situations set forth in 2.4.4.(C).

Except for network maintenance windows, if both circuits in a Special Provisioning service relationship fail at the same time and it is determined that both failed at the same time because diversity was not maintained in the Telephone Company's network, then the Telephone Company will provide a credit equal to one full month's charge for each circuit on the subsequent invoice. The credit itself will be equal to what the customer would have actually paid that month (credit is net of any FSP credits).

For the services impacted by the service outage, the rate elements used to determine the Special Provisioning Credit amount shall be as follows:

- For Exchange Access Frame Relay Service:⁽¹⁾⁽²⁾ XAFRS Network Interfaces
- For Managed Shared Frame Relay Service:⁽¹⁾⁽²⁾ MSFRS Connections
- Special Provisioning Feature Charges

- (1) Effective November 5, 2011, Exchange Access Frame Relay Service (XAFRS) (a.k.a. BellSouth Exchange Access Frame Relay Service) as described in Section 21.2, following, and BellSouth Managed Shared Frame Relay Service (MSFRS) as described in 21.3, following, will no longer be available to new Customers. Existing term plan Customers, as of November 5, 2011, may add, move, remove or change lines and/or locations for the durations of their current term plan agreements, but may not enter into any new term plan agreements. Existing Customers will be permitted one extension of any existing, non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before March 31, 2012. Upon expiration of any term plan agreement (including any permitted extension), service will continue on a month-to-month basis until the service is discontinued by the Telephone Company.
- (2) Exchange Access Frame Relay Service (a.k.a. BellSouth Exchange Access Frame Relay Service), BellSouth Exchange Access Asynchronous Transfer Mode Service, BellSouth Managed Shared Frame Relay Service, and BellSouth Managed Shared Asynchronous Transfer Mode Service have been discontinued and are no longer available in this publication (see WC Dkt. 11-120).

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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)

(14) ⁽¹⁾

(D)(T)

(D)

(T)

(15) For BellSouth Wavelength SWA Channel Service Components and BellSouth Channel Service, a credit for a service interruption involving the failure of a Dedicated System and/or Wavelength Channel service components shall apply. For a failure of thirty minutes or greater, the credit shall equal 100 percent of the current billed rate associated with the affected service components. All credit allowances shall begin from the time of notice by the customer to the Company and will end when the service is operative. A customer must report the outage in order to receive service outage credit. The total credit received in any month for each service component shall not exceed the monthly rate for the service component.

(1) 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. FCC 07-180, released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.

(N)

(N)

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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) Service Assurance Warranty (SAW)

(T)

Credit allowances for service interruptions on DS1 Special Access service will be calculated as provided below. Section 2.4.4(B)(16) applies to DS1 Special Access circuits when Section 2.4.4(B)(7) no longer applies.

(T)

(T)(D)

Credit allowances for service interruptions on LightGate DS3 Service subject to term plans renewed on or after March 17, 2023 or being provided on a month-to-month basis, will be calculated as provided below. Section 2.4.4(B)(16) applies to LightGate DS3 circuits when Section 2.4.4(B)(8) no longer applies.

(N)

|

(N)

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 4 hours. When the total service interruption on the same service exceeds 4 hours, the Customer shall receive a SAW credit as follows:

(i) For the initial 4-hour outage on DS1 Special Access Service, in a 30-day period, the Customer will be credited \$120.

(N)

(ii) For the initial 4-hour outage on LightGate DS3 Service applicable to this section, in a 30-day period, the Customer will be credited \$380.

(N)

(N)

(iii) 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.

(T)

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.

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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)

- (8) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.
- (9) Periods of interruption as set forth in 13.3.1 following.
- (10) Interruptions of a service due to commercial power failure.
- (11) Interruptions of a service due to labor difficulties, governmental orders, civil commotions, criminal action against the Telephone Company, acts of God, war, or other circumstances beyond the Telephone Company's control.
- (12) When unbundled network elements (UNEs) or combinations of UNEs are commingled with Access Services purchased under this Tariff.
- (13) When the Telephone Company has identified a condition that requires maintenance, and the customer refuses to release the service to the Telephone Company for repair and a subsequent service interruption occurs.
- (14) Periods of interruption due to testing and/or repair during any maintenance window agreed to in advance by the customer and the Telephone Company in response to a customer reported trouble.
- (15) Trouble tickets that Telephone Company closed with the coding of came clear (CC), no trouble found (NTF), or test okay (TOK). (N)
(N)