

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions

(A) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the customer as set forth in 6.6.1 following, except as specified in 2.4.4(B)(9) following. An interruption period starts when an inoperative service is reported to the Telephone Company and ends when the service is operative. Credit allowance for service interruptions in Section 2.5.6 of this tariff do not apply for the following services:

- (1) DecaMAN®
- (2) GigaMAN®
- (3) AT&T Switched Ethernet Service
- (4) OPT-E-MAN

For applicable service interruption credit allowances, if any, see terms and conditions associated with each service.

(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).

ACCESS SERVICE

24. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®) (Cont'd)

24.1 Service Description (Cont'd)

(C) Service Level Agreements (SLAs) (Cont'd)

(2) Allowance for Service Interruptions

The OPT-E-MAN® outage credits listed below are in lieu of, and not in addition to, the outage credit allowances provided for in the General Conditions Section of this tariff.

(N)

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff, or, in the event that the protective controls applied by the Telephone Company 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 the Telephone Company confirms that continuity has been lost, and ends when the service is operative.

In case of an interruption to OPT-E-MAN® 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: no credit shall be allowed for an interruption of less than 10 seconds. The customer shall be credited for an interruption of 10 seconds or more as follows: the credit shall be at the rate of 10/8640 of the monthly charge for the service for each period of 5 minutes or major fraction thereof that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100 percent of the applicable monthly rate.

The Telephone Company's failure to provide or maintain services under this tariff shall be excused by force majeure events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes, acts of war, civil disturbances, acts of civil or military authorities or public enemy, governmental orders, civil commotion, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.

(N)

(a) When A Credit Allowance Does Not Apply

No credit allowance will be made for:

- (i) Interruptions caused by the negligence of the Customer;
- (ii) Interruptions of a service due to the failure of equipment or systems provided by the Customer or parties other than the Telephone Company;
- (iii) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated;
- (iv) Interruptions of a service when the Customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service;
- (v) No credit allowances will apply during a Telephone Company work stoppage;
- (vi) No credit allowance due to governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.

Some material previously appearing on this page now appears on 4th Revised page 990.8

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ACCESS SERVICE

24. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®) (Cont'd)

24.1 Service Description (Cont'd)

(3) SLA Regulations

- (a) SLAs will be offered at no charge to all customers with term agreements of 1 year or more. Month-to-month customers will continue to receive credits as described in Section 2.4.4.
- (b) SLAs will apply to all connection types.
- (c) SLA credits will not exceed full monthly charges for affected network elements.

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(4) SLA Exclusions

The Telephone Company will be excluded from providing any Service Level Agreement credits should any of the following conditions occur:

- (a) Force major events such as, but not limited to an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes. Loss or damage resulting from any cause beyond the Telephone Company's reasonable control such as acts of war, civil disturbances, acts of civil or military authorities or public enemy.
- (b) All SLAs are guaranteed end-to-end (hand-off at the customer demarcation to hand-off at the customer demarcation, including the local loop). The failures of any components beyond the demarcation point are excluded from SLA calculation.
- (c) Data Loss during the Telephone Company's schedule maintenance window.
- (d) Data exceeding subscribed CIR.
- (e) Failures attributed to facilities or equipment provided by customer or its contractors, equipment vendors, another local exchange carrier or inter-exchange carrier.

(D) OPT-E-MAN® Configuration

The customer must order OPT-E-MAN® service via an OPT-E-MAN® standard interface as described in the following:

- (i) 10/100 Mbps Base T - a copper handoff with a bandwidth limitation of 100 Mbps.
- (ii) 1 Gbps Ethernet (1000 Base SX, 1000 Base LX/LH or 1000 Base Original ZX) - a fiber handoff with a bandwidth limitation of 1 Gbps.

The customer must select a Committed Information Rate (CIR) and one (1) Ethernet Virtual Connection (EVC) to enable service. The bandwidth usage (CIR) selected by the customer must be in service for at least 30 days before an increase or decrease in the bandwidth can be requested.

The aggregate assigned Committed Information Rate (CIR) across all point-to-point and point-to-multipoint ICO Trunk Connections (EVCs) between any two customer locations, utilizing a Meet-Point GigE Trunk arrangement between the Telephone Company and a ILEC, cannot exceed 600 Mbps per Basic or Basic Plus Connections.⁽¹⁾

Some material appearing on this page previously appeared on 1st revised page 990.7

⁽¹⁾ This provisioning requirement will only apply to new service installed after March 30, 2009.