### TARIFF DISTRIBUTION

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PURPOSE: Frame Relay/ATM Withdrawal due to Sunset.

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# **E2. GENERAL REGULATIONS**

### E2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### E2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an Access order for BellSouth SWA or Special Access (a.k.a. BellSouth SPA) services are set forth in E5.2.4. of this Tariff.

#### **E2.4.4 Credit Allowance for Service Interruptions**

### A. General

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, or in the event that the protective controls applied by the Company result in loss of use of the service by the customer as set forth in Section 6.5.1 of Tariff FCC No. 1. An interruption period starts when the customer reports the interruption to the Company and ends when the service is operative.

#### **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, Switched Local Channels, Dedicated End Office Trunk Port Service, Dedicated Tandem Trunk Port, and Special Access (a.k.a. BellSouth SPA) services, no credit shall be allowed for an interruption of less than thirty minutes. The customer shall be credited for an interruption of thirty minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of thirty minutes or major fraction thereof that the interruption continues.

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 service:
  - (1) For BellSouth SWA Transport: Switched Local Channel, BellSouth SWA Dedicated Interoffice Channel, Dedicated End Office Trunk Port Service, Dedicated Tandem Trunk Port Service, Channelization Equipment (if applicable), and any Optional Features and Functions.
  - (2) For Special Access (a.k.a. BellSouth SPA) two-point services: two Local Channels, Interoffice Channel and Optional Features and Functions.
- b. 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 local channel between the Hub and customer premises and associated channel interface, interoffice channel mileage and optional features and functions.)
- 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 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 service (i.e., the local channel to the Hub and its associated channel interface, interoffice channel mileage and any optional features and functions, including the Basic Channelization System, and the local channels from the Hub and their associated channel interfaces, interoffice channel of the channelized facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service (s) and optional features and functions). When the service which rides a channel of the channelized 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., local channel, channel interface, interoffice channel mileage, Central Office Channel Interface and optional features and functions).

(D)

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# **E2. GENERAL REGULATIONS**

### E2.4 Payment Arrangements and Credit Allowances (Cont'd)

### E2.4.9 Optional Payment Plan (Cont'd)

- A. Channel Services Payment Plan (Cont'd)
  - 11. Moves of Service(s) under CSPP (Cont'd)
    - c. No lapse in billing will occur for moves of service under CSPP.
    - d. Orders to disconnect the existing service and reestablish it at the new location must be related.
    - e. Any local channels, interoffice channels, and/or optional features and functions from the original location that are not reestablished at the new location will be subject to applicable Termination Liability charges.
    - f. Any additions made at the new location will be treated as coterminous additions in accordance with 3. preceding.
    - g. All regulations and charges for changes made to the service coincident to the move shall apply.
    - h. All appropriate nonrecurring charges for moves of service under CSPP as specified elsewhere in this Tariff will apply.
    - i. Moves of service that involve a change of jurisdiction, e.g., intraLATA to intrastate, intrastate to interstate, etc. will not be treated as a disconnect of service with regard to Termination Liability charge application. The customer must subscribe to a payment arrangement offered in the appropriate tariff which is a minimum twenty-four month service period or equals/exceeds the remaining contract period, whichever is greater.

**B.** Reserved For Future Use

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# **E2. GENERAL REGULATIONS**

## E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.9 Optional Payment Plan (Cont'd)

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## E2.4 Payment Arrangements and Credit Allowances (Cont'd)

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