
 COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS

2.1 Undertaking of Carrier

2.1.1 Service is furnished for interstate communications originating or terminating at specified points within Company's operating territory as defined in Section 4.1, following.

2.1.2 Company shall provide service in accordance with the terms and conditions set forth in this Tariff.

2.1.3 Company may, when authorized by Customer and agreed to by Company, act as Customer's agent for ordering facilities provided by other carriers to allow connection of Customer's locations to Company's network or to the network of an underlying carrier or service.

2.1.4 Company will pass on and bill to Customer any charges it incurs (including applicable recurring and nonrecurring charges and any time and material charges) from other service providers, such as ILECS and CLECS, necessary to complete provision of a service offered in this Tariff to Customer's designated premises.

2.1.5 Service is provided on a monthly basis unless ordered on a longer term basis, and is available 24 hours per day, seven days per week.

2.1.6 Purchases of the same service from either Verizon Telephone Companies or Verizon Advanced Data Inc.'s F.C.C. Tariff shall be included toward Customer's total volume commitments for the service. (S)
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(S)

2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this Tariff.

2.2.2 Company reserves the right to discontinue furnishing service, or to limit the use of service, when necessitated by conditions beyond its control, when Customer is using service in violation of the law or in violation of the provisions of this Tariff, or for nonpayment by Customer.

(S) Reissued material which became effective November 30, 2001.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.2 Limitations on Service (Continued)

2.2.3 Customer may not transfer or assign the use of any service provided under this Tariff without the prior written consent of Company. All regulations and conditions contained in this Tariff, as well as any additional conditions for service, shall apply to any and all such permitted assignees or transferees. Except and to the extent that applicable laws or regulation require such notice, Company may assign its rights and obligations hereunder in whole or in part without notice to Customer.

2.2.4 Service may not be used for any unlawful purpose.

2.2.5 Company may require Customer to sign an application form furnished by Company and to establish credit as provided in this Tariff, as a condition precedent to the initial establishment of service. Company's acceptance of an order for service to be provided to an applicant whose credit has not been duly established may be subject to the deposit provisions described in Section 2.9 of this Tariff. Company may also require a signed authorization from Customer for additions to or changes in existing service for Customer.

2.3 Limitations on Liabilities

2.3.1 The liability of Company for damages is limited to liability arising solely and directly from mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service that are not caused in whole or in part by acts or omissions of any other person, and shall in no event exceed an amount equal to the charges Company would assess Customer during the period during which mistakes, omissions, interruptions, delays, errors, or defects in transmission occurred.

2.3.2 Company shall not be liable for unlawful use, or use by any unauthorized person, of its service, or for any claim arising out of a breach in the privacy or security of communications transmitted by Company.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.3 Limitations on Liabilities (Continued)

- 2.3.3 Company shall not be liable for any failure of performance due to causes beyond its reasonable control, including but not limited to acts of God, fires, meteorological phenomena, floods, or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any law, order, regulation, or other action of any governing authority or agency thereof. With respect to the services, Company hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.
- 2.3.4 Company shall not be liable for any act or omission of other carriers or persons, including carriers or persons whose facilities may be utilized in establishing connections to Company's facilities. Customer shall indemnify and save harmless Company from any third party claims asserting such liability.
- 2.3.5 Company shall not be liable for any damages Customer may incur as a result of the unauthorized use the services provided under this Tariff. Customer is responsible for controlling access to, and the use of, the services provided by Company.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.4 Cancellation or Discontinuance of Service by Company

Without incurring any liability, Company may under the following conditions cancel service prior to commencement. Company may also discontinue service that is being furnished, provided that, unless otherwise stated, Customer shall be given fifteen (15) days written notice of such cancellation or discontinuance of service.

- 2.4.1 For noncompliance with or violation of any applicable municipal, state, or federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation, provided that no notice may be given.
- 2.4.2 For Customer's refusal to provide reasonable access to Company or its agents for the purpose of installation, inspection or maintenance of equipment owned by Company.
- 2.4.3 For noncompliance with any of the provisions of this Tariff.
- 2.4.4 For nonpayment of any sum due Company for more than thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other delivery service.
- 2.4.5 Without notice, in the event of Customer's use of equipment in such a manner as to adversely affect Company's equipment or its provision of service to others.
- 2.4.6 Without notice, in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for unauthorized use of service, Company may, before restoring service, require Customer to make, at its own expense, all changes to its facilities or equipment necessary to eliminate unauthorized use and to pay to Company an amount reasonably estimated by Company as the loss in revenues to Company resulting from such unauthorized use plus claims lodged against Company by third parties.
- 2.4.7 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction that prohibits Company from furnishing service to Customer.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)**2.5 Cancellation or Termination of Service by Customer**

- 2.5.1 Customer may cancel service by giving notice to Company up to the day service is scheduled to commence subject to payment of any applicable early termination charges.
- 2.5.2 If Customer orders service which requires special construction or facilities for Customer's use, and then cancels its order before service begins, a charge shall be made to Customer for the nonrecoverable portions of the expenditures or liabilities incurred on behalf of Customer by Company. This charge may be in addition to any other applicable early termination charges.
- 2.5.3 Company shall have up to thirty (30) days to complete a disconnect. Customer shall be responsible for all charges for 30 days, or until the disconnect is effected, whichever is sooner. This 30-day period shall begin on the day of receipt of a disconnection notice from Customer.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.6 Reserved for Future Use

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2.7 Restoration of Service

The use and restoration of service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

Certain material previously found on this page can now be found on Original Page 8-1.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.8 Payment and Billing

- 2.8.1 For billing of fixed charges, service is considered to be established upon the day on which Company notifies Customer of installation or testing of Customer's service. Fixed charges shall be billed monthly in advance and are due upon receipt. Customer shall be billed for all usage in arrears. Rate changes shall be effective on the effective date of the rate change.
- 2.8.2 Bills are due and payable upon receipt. Interest at the lesser of a rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, may be charged on any amount remaining unpaid after thirty (30) days from delivery of an invoice to the custody of the U.S. Mail or other delivery service.
- 2.8.3 The security of Customer's authorization or access code is the responsibility of Customer. Customer shall be responsible for payment of all charges applicable to the service, including in cases where the service was accessed in a manner not authorized by Customer.
- 2.8.4 Company reserves the right to examine the credit record of an applicant or Customer. A Customer whose service has been discontinued for nonpayment of bills shall be required to pay any unpaid balance due to Company before service is restored, and a deposit may be required.
- 2.8.5 Company shall make no refund of overpayments by Customer unless the claim for such overpayment, together with proper evidence, is submitted within two (2) years from the date of the alleged overpayment. In calculating refunds, any applicable discounts shall be adjusted based upon the actual monthly usage after all credits or adjustments have been applied.
- 2.8.6 A charge shall apply whenever any check or draft for payment for service is not accepted by the institution on which it is written.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.9 Deposits

- 2.9.1 Each applicant for service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing Customer may be required to make a deposit or increase a deposit presently held. Company shall pay interest on deposits if and to the extent required by applicable law.
- 2.9.2 A deposit shall not exceed the estimated charges for three (3) month's service plus installation, and shall be returned:
- When an application for service has been canceled prior to the establishment of service. Such deposit shall be applied to any applicable charges, and the excess portion of the deposit shall be returned.
 - At the end of twelve (12) consecutive months of a satisfactory credit history.
 - Upon the discontinuance of service. Company shall apply Customer deposit against any outstanding balances due. If a credit balance exists, a refund shall be made to Customer.

The fact that a deposit has been made in no way relieves Customer from complying with the regulations with respect to the prompt payment of bills on presentation.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.10 Taxes

- 2.10.1 Service may be subject to Federal, state and/or local taxes at the prevailing rates. Such taxes are listed as separate line items on Customer's invoice, are not included in the rates and charges listed herein, and shall be paid by Customer in addition to the rates and charges stated in this Tariff.
- 2.10.2 To the extent that a municipality, other political subdivision or local agency of government, or the Commission, imposes upon and collects from Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, regulatory or other fee, such taxes and fees shall, insofar as practicable, be billed pro rata to Customers receiving service within the territorial limits of such municipality, other political subdivision, or local or Federal government or agency.
- 2.10.3 Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF). Imposition, billing and collection of such rates and charges are subject to billing and other system changes by Company.

A. For Recovery of Contributions Paid by Company to USF

Telecommunications services provided by Company are subject to an undiscountable monthly USF Fee, payable by Customer. The fee shall be calculated as follows: The gross amounts (exclusive of taxes) attributable to interstate and international services billed to Customer by Company multiplied by 8.9%. The USF will not be assessed to the extent Company is not assessed a fee on the billed charges.

(I)

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)**2.11 Terminal Equipment**

Service may be used with or terminated in Customer-provided terminal equipment. Such terminal equipment shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs it incurs in the use of service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment is used, it shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.12 Interconnection

Service furnished by Company may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.13 Inspection, Testing and Adjustment

- 2.13.1 Company may, with or without notice, make such tests and inspections as may be necessary to determine whether tariff requirements are being complied with in the installation, operation, and maintenance of Customer's or Company's equipment or services. Company may, without notice, interrupt service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.
- 2.13.2 Upon reasonable notice, the facilities provided by Company shall be made available to Company by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Company.
- 2.13.3 Company shall not be liable to Customer for any damages for service interruption pursuant to this Section.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.14 Interruption of Service

- 2.14.1 It shall be the obligation of Customer to notify Company of any interruption of service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer or is not in wiring or equipment connected to the terminal of Company. Company's liability for service interruption is limited according to the provisions of Section 2.3.
- 2.14.2 When service is interrupted for four hours or more, Company will, upon request by Customer, issue a credit, computed as set forth below, provided such interruption is not determined by Company to have been caused by the negligence or willful action of Customer, or any other person at Customer's terminal location, or by the failure of Customer's equipment or power supply.
- 2.14.3 Credit is computed by multiplying the monthly rate for service by the ratio that the number of hours in the period of interruption bears to 720 hours. For the purpose of this computation, each month shall be considered to have 720 hours. The credit shall be based upon the non-usage charges for the month during which the interruption occurred, excluding equipment and access line charges.
- 2.14.4 An interruption is measured from the time Company detects trouble or Customer notifies Company of the interruption by an expeditious means, until the trouble is cleared. Each interruption is considered separately for the purposes of establishing credit allowance. No credit shall be given for an interruption of service of less than four hours. The credit for a billing period shall not exceed the monthly rate.
- 2.14.5 When a service qualifies for Service Response Credits as set forth in Section 2.17 following, credit for an interruption in service under this Section 2.14 does not apply. (T)
- 2.14.6 Credit for interruption of service does not apply when such credit is limited under the rates, terms and conditions of the specific service involved.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.15 Provision of Service

Services are provided only in those geographic areas where facilities exist, where Company has in its discretion determined (subject to applicable law) to provide services, and where Company is authorized to provide services. Provision of services offered under this Tariff are subject to availability.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.16 Special Construction

The regulations, rates and charges for special construction are set forth in contracts between Company and Customer and apply in instances where substantial construction costs with no foreseeable reuse of facilities are forecast. The Special Construction rates and charges are in addition to the regulations, rates and charges specified in this Tariff.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.17 Service Response Credits (SRC)

2.17.1. The following lists the services that are subject to optional SRCs:

- | | | | |
|-----|----------------------------|-----------------------|-----|
| (A) | Frame Relay Service (FRS) | Part I, Section 5.1 | |
| | ATM CRS | Part I, Section 5.5 | |
| | Exchange Access FRS | Part I, Section 5.8 | |
| | Exchange Access ATM CRS II | Part I, Section 5.10 | |
| | Frame Relay III | Part II, Section 5.9 | |
| | ATM CRS | Part II, Section 5.10 | |
| (B) | IP-VPN | Part I, Section 5.12 | |
| | IP-VPN | Part II, Section 5.12 | |
| | National TLS | Part I, Section 5.3 | (N) |
| | National TLS | Part II, Section 5.11 | (N) |

2.17.2. Service Response Credits apply to the following categories:

- On Time Provisioning
- Mean Time to Repair (MTTR)
- Network Availability

The Service Response Credits apply against the following rate elements:

ATM CRS UNI Port with Access Line Connection
ATM CRS IISP Port with Access Line Connection

FRS UNI Port With Access Line Connection

IP-VPN Internet Protocol Virtual Connection (i-VC)

National TLS Ethernet Virtual Circuit (EVC) (N)

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.17 Service Response Credits (SRC)

- 2.17.3. General (M)
- (A) Maximum Amounts of Service Response Credits (N)
- (1) Services listed in Section 2.17.1(A) preceding (N)
- The combined total of any Service Response Credits applied to an individual service may not exceed the following thresholds: (M)
- a. For any calendar month, the total monthly recurring charges billed to the customer of record for qualifying individual rate element(s) for that month. (T)
- b. For any calendar year, ten percent (10%) of the total annual revenue of the prior calendar year billed to the customer of record for qualifying rate elements, or \$200,000 per individual service, whichever is the lesser. For any calendar year in which a Customer did not have qualifying service in the prior calendar year, \$75,000 per individual service. (T)
- (2) Services listed in Section 2.17.1(B) preceding (N)
- a. For any calendar month, the total SRCs for a qualifying individual rate element shall not exceed twenty percent (20%) of the monthly recurring charge billed to the customer of record for that qualifying individual rate element for that month. This limitation shall apply even if Customer was eligible for SRCs for a rate element under more than one metric. For instance, if for a rate element for a calendar month Customer was eligible for SRCs under two metrics (such as MTTR and Network Availability), the SRC due to Customer would be limited to 20% of the monthly recurring charge billed to Customer for that rate element for that month, even though the total of the SRCs provided for in the two metrics when added together would be 40% of the monthly recurring charge billed to Customer for that rate element for that month. (N)
- b. The combined total of any Service Response Credits applied to an individual service may not exceed the following threshold: For any calendar year, ten percent (10%) of the total annual revenue of the prior calendar year billed to the customer of record for qualifying rate elements, or \$200,000 per individual service, whichever is the lesser. For any calendar year in which a Customer had less than 12 full months of revenue for qualifying service in the prior calendar year or no qualifying service in the prior calendar year, \$20,000 per individual service. (N)

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.17 Service Response Credits (SRC) (Continued)

2.17.3. General (Continued)

- (B) To receive SRCs on eligible rate elements, Customer must have rate elements listed in its initial subscription submitted under Section 2.17.4(A) based on the established customer of record, or have ordered the eligible rate elements subsequent to its initial subscription. Company reserves the right to change, alter or discontinue the optional SRC plan at its discretion. (T)
- (C) All service performance and provisioning measurements are conducted using Company monitoring systems and procedures. Company may change these systems and procedures at its sole discretion. In performing measurements of overall Mean Time To Repair and Network Availability as set forth in Sections 2.17.6 and 2.17.7 following, Company shall include data measured from throughout the territories covered by this tariff and The Verizon Telephone Companies Tariff F.C.C. No. 1 under Service Response Credit plans offered in such tariffs. (T)
- (D) To receive credit, the Company must receive from the Customer a written request for credit within 30 calendar days of the end of the SRC monitoring period. The Customer's request for credit must be submitted to the appropriate Company entity (office or interface) in a manner prescribed by Company. The request must include a list of all impacted circuit/connection identification numbers and the type of SRC requested for each circuit/connection. The SRC monitoring period is based on a calendar month.

2.17.4. Responsibility of the Customer

(A) General

To participate in the SRC plan, Customer must meet the qualifications set forth in 2.17.4(B), following, for FRS and 2.17.4(C), following, for ATM CRS, and, for all services, submit a subscription in writing, including a list of all qualifying rate elements. Company reserves the right to change, alter or discontinue the SRC plan at its discretion.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.17 Service Response Credits (SRC) (Continued) (T)

2.17.4. Responsibility of the Customer (Continued)

(B) Qualifications for Frame Relay Service (FRS) Customers (M)

FRS Customers will be eligible for SRC when they meet the following requirements:

1. Subscribe to and maintain a minimum of 50 FRS User Network Interfaces (UNI) Port With Access Line Connections, each of which must have been in-service for at least one calendar month; and
2. Customer must have at least 36 months remaining in an applicable term plan commitment period at the time of initial subscription to SRC. Customer may renew or extend an existing term plan commitment period in order to meet the 36 month minimum for initial qualification.

(C) Qualifications for Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) Customers

ATM CRS Customers will be eligible for SRC when they meet the following requirements:

1. Subscribe to and maintain a minimum of 25 ATM CRS DS1 UNI Port with Access Line Connections, each of which must have been in-service for at least one calendar month; or
2. Subscribe to and maintain a minimum of 25 ATM CRS DS1 Interim Inter-Switch Signaling Protocol (IISP) Port With Access Line Connections, each of which must have been in-service for at least one calendar month; or
3. Subscribe to and maintain a minimum of 15 ports using any combination of ATM CRS DS3, OC3c or OC12c UNI Port with Access Line Connections or ATM CRS DS3, OC3c or OC12c IISP Port with Access Line Connections, each of which must have been in-service for at least one calendar month; and
4. Customer must have at least 36 months remaining in an applicable term plan commitment period at the time of initial subscription to SRC. Customer may renew or extend an existing term plan commitment period in order to meet the 36 month minimum for initial qualification.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.17 Service Response Credits (SRC) (Continued)

2.17.5. On Time Provisioning

On Time Provisioning is defined as Company providing service to the Customer no later than the Firm Order Commitment (FOC) due date provided by the Company plus twenty-four (24) hours. For these purposes, "providing service" is defined as successful completion of testing of the circuit/connection and rate element by Company. The FOC due date is provided to Customer at the time an order is verified for order accuracy, availability of required facilities and components, and completion of design and ordering related forms and documents (including, but not limited to, network design, configuration and data gathering form(s), and ASRs).

(T)

If Company does not meet the FOC due date plus 24 hours for a rate element, due to Company reasons, an On-Time Provisioning SRC equal to a percentage of the associated monthly recurring charge for the rate element for the month in which the due date was missed will apply as follows.

<u>SRC Eligible Service</u>	<u>Applicable Percentage</u>
ATM	50%
FRS	50%
IP-VPN	20%
National TLS	20%

(N)

(A) The On-Time Provisioning SRC does not apply:

1. Where facilities sufficient to provision the order do not exist;
2. Where special construction of facilities is required;
3. When the FOC date is missed because the Customer is not ready to accept service on the FOC date;
4. When Customer changes the order after receiving the FOC date from Company;
5. On orders for which an expedited interval has been requested;
6. On orders for disconnection; or
7. When one or more of the conditions set forth in Section 2.17.8 apply.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.17 Service Response Credits (SRC) (Continued)

2.17.6. Mean Time to Repair (MTTR)

- (A) MTTR applies to a Customer-reported interruption of service on a subscribed rate element that is within the Company's network (outside plant or central office).
- (B) Interruption of Service or Trouble is defined as a condition which renders a service unusable to the Customer due to a failure of a facility component within the Company's network that is used to furnish the service. The Company reserves the right to determine when the service is unusable based on its internal procedures. When the Customer reports trouble to the Company-designated entity for such reports, a trouble ticket is opened.
- (C) MTTR for a calendar month shall be the average of all ticket outage duration, or Time to Repair (TTR), as calculated by Company. The TTR is the Restored Date and Time (the trouble ticket closed time) minus the reported Date and Time (the trouble ticket start time) minus any stop clock time associated with hold, no access or suspend that was logged against the Trouble Report. Stop clock time includes, but is not limited to, the following times:
1. Periods when Customer testing is occurring.
 2. Periods when Customer is working on its own Customer Premises Equipment (CPE) and has not yet released the circuit/connection to Company for maintenance, testing or repair.
 3. Periods when the Company is awaiting Customer authorization to commence work on the circuit/connection.
 4. Periods when the Company is denied access to premises or facilities as necessary to diagnose, repair or test a circuit/connection.
 5. Periods following repair of a circuit/connection when the ticket is held open by Customer to ensure the trouble is resolved.
 6. Periods when pre-defined maintenance windows have been established between Company and Customer.
 7. For IP-VPN and National TLS, service interruptions related to provisioning of a new i-VC or EVC, respectively. (C)
(C)

MTTR is calculated by summing TTR for all measured tickets for Customer for the month and dividing by the total number of tickets for that Customer during that month.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.17 Service Response Credits (SRC) (Continued)

2.17.6. Mean Time to Repair (MTTR) (Continued)
(C) (Continued)

MTTR excludes any subsequent reports (i.e., additional Customer inquiries while the trouble is pending), CPE troubles, trouble found on the Customer's side of the point of demarcation, no trouble found, troubles closed due to Customer action and troubles repaired by Company prior to receipt of a trouble report on that circuit/connection.

The following one-time MTTR SRC applies per rate element per calendar month period.

For ATM and FRS, when the overall MTTR is greater than 4 hours, SRCs apply as follows:

1. A credit equal to 50% of the monthly recurring charge (MRC) applies per rate element that was the subject of a trouble ticket during the monitoring period whose open duration exceeded 4 hours but did not exceed 8 hours.
2. A credit equal to 100% of the monthly recurring charge (MRC) applies per rate element only that was the subject of a trouble ticket during the monitoring period whose open duration exceeded 8 hours.

For IP-VPN and National TLS, when the overall MTTR is greater than 4 hours, SRCs apply as follows: (C)

A credit equal to 20% of the monthly recurring charge (MRC) applies per rate element that was the subject of a trouble ticket during the monitoring period whose open duration exceeded 4 hours.

(D) The MTTR SRC does not apply:

1. When the Customer fails to report the outage to the Company;
2. When a circuit/connection has been in service for less than one full calendar month;
3. When an interruption of service is 4 hours or less; or
4. When one or more of the conditions set forth in Section 2.17.8 apply.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.17 Service Response Credits (SRC) (Continued)

2.17.7. Network Availability

Network Availability refers to the percentage of time over a measured calendar month that the service is available for use by Customer. The Company threshold for Network Availability is 99.90% in a calendar month.

Network Availability is calculated based upon the total number of minutes in a calendar month that a Customer was actually in service divided by the total number of minutes in that month that a Customer could have been in service for a given set of service component(s). (T)
(T)

Network Availability = (1,440 minutes x number of days in month x number of service components) - (Number of minutes service was interrupted during month) and then divided by the possible number of available minutes for the month (1,440 minutes x number of days in month x number of service components).

<u>SRC Eligible Service</u>	<u>Service Component Used in Calculation</u>	
ATM	Permanent Virtual Circuit (PVC)	(S)
FRS	PVC	(S)
IP-VPN	i-VC	
National TLS	EVC	(N)

For example: A customer has 50 PVCs in the month of July. July has 31 days; 1,440 minutes per day. Three PVCs were out of service over the course of the month for 120 minutes each or a total of 360 minutes. Network availability would be calculated by (1,440 minutes/day X 31 days X 50 PVCs) = 2,232,000 minutes less 360 minutes out of service = 2,231,640 minutes of actual customer network availability. 2,231,640 is divided by 2,232,000 which equals that customer's July Network Availability of 99.98%. (S)
(S)
(S)

(S) Reissued material scheduled to become effective June 1, 2004 under TML442.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.17 Service Response Credits (SRC) (Continued)

2.17.7. Network Availability (Continued)

The Number of Minutes Out of Service is computed in the same fashion as the number of minutes for Time to Repair. If overall Network Availability is less than the threshold of 99.90%, then a Network Availability SRC equal to a percentage of the associated monthly recurring charge (MRC) will apply for the applicable individual rate elements for the service components that do not achieve the threshold. The Company will not round up the calculation to reach the 99.90% threshold.

<u>SRC Eligible Service</u>	<u>Applicable Percentage</u>
ATM	10%
FRS	10%
IP-VPN	20%
National TLS	20%

(N)

The Network Availability Service Response Credit does not apply:

1. When Customer fails to report the outage to Company.
2. When a circuit/connection has been in service for less than one full calendar month.
3. When one or more of the conditions set forth in Section 2.17.8 apply.

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COMMUNICATIONS SERVICES TARIFF

SECTION 2 - REGULATIONS (Continued)

2.17 Service Response Credits (SRC) (Continued)

2.17.8. When a Service Response Credit Does Not Apply

Service Response Credits do not apply under the following conditions:

1. The negligence of Customer or other party authorized by Customer to use the service;
2. Interruptions, failures or delays due to power, equipment, service or systems not provided by Company;
3. Interruptions, failures or delays in Customer owned or installed equipment;
4. Interruptions, failures or delays at any time in which Company or Company's agents are not granted reasonable access to the premises where access lines associated with the service are terminated;
5. Interruptions, failures or delays as a result of Customer authorized maintenance, rearrangement of services or implementation of an order;
6. Interruptions, failures or delays resulting from a Customer's refusal to release service(s) for testing and/or repair;
7. Interruptions, failures or delays due to acts of God or the public enemy, compliance with any order of any governmental authority, acts of terrorism, war, rebellion, insurrection or sabotage or damage resulting therefrom, fires, floods, earthquakes, unusually severe weather, explosions, washouts, rules and regulations with regard to common carriers, accidents, epidemics, breakdowns, riots, strikes or other concerted acts of its employees, whether direct or indirect, lockouts or other industrial disturbances, whether direct or indirect, worms, viruses or other contaminants that may cause damage to or disable software, computer or electronic systems, or any similar cause, or other causes beyond such party's reasonable control; (T)
8. Interruptions, failures or delays due to the hours of scheduled maintenance and scheduled downtimes where Customer has received prior notification from the Company; (T)
9. For IP-VPN and National TLS, interruptions, failures or delays during periods that maintenance and network upgrades are being performed; or (C)
10. During periods of temporary discontinuance as set forth in Section 2.4 preceding. (T)

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