

APPENDIX LWC SERVICE ASSURANCE PLAN

This Appendix LWC Service Assurance Plan sets forth the terms and conditions under which SBC-13STATE and CLEC have agreed to levels of service whereby SBC-13STATE will pay service level assurance payments (service credits) to CLEC in connection with SBC-13STATE's performance as measured by the performance measures included in Attachment 1 - Service Assurance Business Rules to this Appendix. These service credits shall be the sole and exclusive remedy of CLEC for SBC-13STATE's failure to perform any and all obligations under the Local Wholesale Complete Agreement (LWC) and shall be in lieu of any other damages CLEC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

1. SBC-13STATE agrees to the payment of service credits to CLEC based on the performance measures listed in Attachment 1 - Service Assurance Business Rules. SBC-13STATE will collect, analyze, and report performance data for these measures in accordance with SBC-13STATE's Service Assurance Business Rules in Attachment 1.
2. No changes to service level assurance payments (service credits) or any other term or condition of this Appendix shall be made except by the mutual consent of the Parties only and shall not be effective until and memorialized in an amendment to this Agreement.
3. SBC-13STATE and CLEC agree to use the statistical tests set forth below to determine whether or not service credits are due.

Percent	Rate	Average
Parity Measurements		
Sample Size > 30 <ul style="list-style-type: none"> • Classical Z test for equality of proportions on arsine transformed data • Fisher's exact test if either the expected numerator < 5 for either CLEC or <u>SBC-13STATE</u> Sample Size >10 but <30 for either CLEC or <u>SBC-13STATE</u> <ul style="list-style-type: none"> • Fisher's Exact Test Sample Size < 10 for Either CLEC or <u>SBC-13STATE</u> <ul style="list-style-type: none"> • No test 	Sample Size > 10 <ul style="list-style-type: none"> • Classical Z test for equality of proportions on arsine transformed data Sample Size < 10 for either CLEC or <u>SBC-13STATE</u> <ul style="list-style-type: none"> • No test 	Sample Size > 10 <ul style="list-style-type: none"> • Two Sample t-test on log transformed data Sample Size < 10 for either CLEC or <u>SBC-13STATE</u> <ul style="list-style-type: none"> • No test
Benchmark Measurements		
Sample Size > 10 <ul style="list-style-type: none"> • Classical Z test for population proportion on arsine transformed data Sample Size < 10 <ul style="list-style-type: none"> • No test 	Sample Size > 10 <ul style="list-style-type: none"> • Classical Z test for population proportion on arsine transformed data Sample Size < 10 <ul style="list-style-type: none"> • No test 	Sample Size > 10 <ul style="list-style-type: none"> • One sample t-test on log transformed data Sample Size < 10 <ul style="list-style-type: none"> • No test

4. SBC-13STATE and CLEC concur that, for purposes of this Appendix, performance for the CLEC on a particular measure will be considered in compliance when the measured results in a single month (whether in the form of means, percents, or rates) for the same measurement, at equivalent disaggregation, for both SBC-13STATE and CLEC are used to calculate a p-value and the resulting value is no greater than the critical p-value.
5. Overview of Service Assurance Plan
 - 5.1 SBC-13STATE agrees with the following methodology for developing the service credits.
 - 5.2 SBC-13STATE will provide service credits to the CLEC according to the terms set forth in this Appendix.

5.3 SBC-13STATE and CLEC agree that for performance that exceeds the statistical significance level, SBC-13STATE will be given performance credits equivalent to the over performance for Percentage Missed Installation – Due Dates and Out of Service within 48 Hours. The performance credits will be calculated as outlined in Section 11.0. These performance credits may be applied to reduce the overall service credits and may be accumulated month to month.

6. Procedural Safeguards and Exclusions

6.1 SBC-13STATE's agreement to implement Service Assurance Plan, and specifically its agreement to issue a service credit for any failure to meet the agreed to performance levels hereunder, will not be considered as an admission against interest or an admission of liability in any other proceeding of any kind relating to the same performance. SBC-13STATE and CLEC agree that CLEC may not use: (1) the existence of this plan; or (2) SBC-13STATE's issuance of any of service credits as evidence that SBC-13STATE has discriminated in the provision of any facilities or services, has violated any state or federal law or regulation or breached any agreement. CLEC agrees that SBC-13STATE's performance with respect to this agreement may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. SBC-13STATE's conduct underlying its performance and the performance data provided under the performance measures, however, are not made inadmissible by these terms. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether SBC-13STATE has met or continues to meet the requirements of section 271 of the Act.

6.2 CLEC and SBC-13STATE will consult with one another and attempt in good faith to resolve any issues regarding the calculation of performance or service credits pursuant to this Appendix. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, CLEC may have an independent audit conducted, at CLEC's expense, of SBC-13STATE's performance or credit calculation for the affected measurement(s) under this Service Assurance Plan. In the event the audit reinforces the issue identified during the 45 days of consultation period or if any new issue is identified, SBC-13STATE shall reimburse CLEC any expense reasonably incurred by the CLEC for such audit. CLEC may not request more than one audit under this Service Assurance Plan per twelve calendar months under this section.

7. Exclusions Limited

7.1 SBC-13STATE shall not be obligated to issue service credits for noncompliance with a performance measurement for any measures not included on the Attachment 1. Further for any such Measures, SBC-13STATE shall not be obligated to issue service credits for noncompliance with a performance measurement if, but only to the extent that, such noncompliance was the result of any of the following: a Force Majeure event (including but not limited to acts of nature, acts of civil or military authority, terrorist acts, work stoppages etc.); an act or omission by a CLEC that is contrary to any of its obligations under the LWC Agreement with SBC-13STATE, including the dumping of orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday, or unreasonably failing to timely provide forecasts to SBC-13STATE for services or facilities when such forecasts are required to reasonably provide such services or facilities or the action are contrary to the Act or State law; or non-SBC-13STATE problems associated with third-party actions or systems or equipment, which could not have been avoided by SBC-13STATE in the exercise of reasonable diligence (delaying event). If a delaying event excuses the issuance of any credits under this Service Assurance Plan, SBC-13STATE shall provide advance Notice of the impact that such delaying event has on credits. Any dispute regarding whether a SBC-13STATE performance failure is excused under this paragraph will be resolved between the Parties through the dispute resolution provisions of the LWC Agreement. If a delaying event only suspends SBC-13STATE's ability to timely perform an activity subject to performance measurement, the applicable time frame in which SBC-13STATE's compliance with the parity or benchmark criterion is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the excusing event.

7.2 The force majeure provisions of the general terms and conditions of the LWC Agreement are incorporated herein by reference.

7.3 The service credit payments to individual CLECs shall be capped such that **SBC-13STATE's** credits to CLEC in a given month shall not exceed 50% of CLEC's billed revenues for the Local Wholesale Complete product for that same month.

8. Service Credits

8.1 The number of measures that may be classified as "non-compliant" before a service credit is applicable is limited to the F values shown below. The applicable p-value is determined based upon the total number of measures with a sample size of 10 or greater that are required to be reported to a CLEC where a sufficient number of observations exist in the month to permit parity conclusions regarding a compliant or non-compliant condition. For any performance measurement, each disaggregated category for which there is a minimum of 10 data points constitutes one "measure" for purposes of calculating the p-value.

8.2 Service credits in the amount specified in the table below apply to all "non-compliant" measures in excess of the applicable "F" number of exempt measures. Service Credits apply on a per occurrence basis with a CAP, using the amount per occurrence taken from the table below. The amount of service credits in a single month shall not exceed the amount listed in the table below for the "Per measurement" category. Service credits apply only to the following measurements: Percent Missed Installation Due Dates, Installation Quality, Repeat Trouble Report Rate and Out of Service Within 48 Hours. OSS Interface Availability and Mechanized Order Completion Notifier Timeliness are provided for diagnostic purposes only, with no service credits applicable. The methodology for determining the order of exclusion, and the number of occurrences is addressed in Section 10.0 "Methods of calculating the service credits".

SERVICE CREDITS TABLE

Per Occurrence					
Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
\$50	\$75	\$100	\$125	\$150	\$200

Per Measure Cap					
Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000

8.3 The following table will be used to determine the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which service credits are applicable and which have sample sizes greater than or equal to 10 cases. Let this number be M. (2) Find the value of M in the columns of the table with the heading "M". (3) To the immediate right of the value of M, find the value in the column labeled "F". This is the maximum number of measures that may be failed when there are M measures being evaluated. (4) To the immediate right of F in the column labeled "P" is the critical probability for determining compliance in each statistical test performed on the M measures. Statistical tests that yield probabilities less than this value indicate failures for the sub-measure. For tests without an explicit p-value formula the probability of a particular value of the test statistic is to be found in appropriate tables, e.g. Student's T distribution or Standard Normal Z distribution tables.

M	F	P	M	F	P	M	F	P	M	F	P	M	F	P	M	F	P
1	0	0.010	71	8	0.051	141	14	0.054	211	19	0.054	281	23	0.051	351	28	0.052
2	1	0.100	72	8	0.050	142	14	0.054	212	19	0.053	282	23	0.051	352	28	0.052
3	1	0.059	73	9	0.059	143	14	0.054	213	19	0.053	283	23	0.051	353	28	0.052
4	2	0.141	74	9	0.058	144	14	0.053	214	19	0.053	284	23	0.050	354	28	0.051
5	2	0.106	75	9	0.057	145	14	0.053	215	19	0.053	285	23	0.050	355	28	0.051
6	2	0.085	76	9	0.056	146	14	0.052	216	19	0.052	286	23	0.050	356	28	0.051
7	2	0.071	77	9	0.055	147	14	0.052	217	19	0.052	287	24	0.053	357	28	0.051
8	2	0.061	78	9	0.055	148	14	0.052	218	19	0.052	288	24	0.052	358	28	0.051
9	2	0.053	79	9	0.054	149	14	0.051	219	19	0.052	289	24	0.052	359	28	0.051
10	3	0.093	80	9	0.053	150	14	0.051	220	19	0.051	290	24	0.052	360	28	0.051
11	3	0.084	81	9	0.053	151	14	0.051	221	19	0.051	291	24	0.052	361	28	0.050
12	3	0.076	82	9	0.052	152	14	0.050	222	19	0.051	292	24	0.052	362	28	0.050
13	3	0.069	83	9	0.051	153	15	0.055	223	19	0.051	293	24	0.052	363	28	0.050
14	3	0.064	84	9	0.051	154	15	0.054	224	19	0.050	294	24	0.051	364	28	0.050
15	3	0.059	85	9	0.050	155	15	0.054	225	19	0.050	295	24	0.051	365	29	0.052
16	3	0.055	86	10	0.057	156	15	0.054	226	20	0.053	296	24	0.051	366	29	0.052
17	3	0.052	87	10	0.057	157	15	0.053	227	20	0.053	297	24	0.051	367	29	0.052
18	4	0.077	88	10	0.056	158	15	0.053	228	20	0.053	298	24	0.051	368	29	0.052
19	4	0.073	89	10	0.055	159	15	0.053	229	20	0.053	299	24	0.050	369	29	0.052
20	4	0.069	90	10	0.055	160	15	0.052	230	20	0.052	300	24	0.050	370	29	0.051
21	4	0.065	91	10	0.054	161	15	0.052	231	20	0.052	301	24	0.050	371	29	0.051
22	4	0.062	92	10	0.053	162	15	0.052	232	20	0.052	302	25	0.053	372	29	0.051
23	4	0.059	93	10	0.053	163	15	0.051	233	20	0.052	303	25	0.052	373	29	0.051
24	4	0.057	94	10	0.052	164	15	0.051	234	20	0.051	304	25	0.052	374	29	0.051
25	4	0.054	95	10	0.052	165	15	0.051	235	20	0.051	305	25	0.052	375	29	0.051
26	4	0.052	96	10	0.051	166	15	0.050	236	20	0.051	306	25	0.052	376	29	0.051
27	5	0.070	97	10	0.051	167	15	0.050	237	20	0.051	307	25	0.052	377	29	0.050
28	5	0.068	98	10	0.050	168	16	0.054	238	20	0.051	308	25	0.052	378	29	0.050
29	5	0.065	99	11	0.056	169	16	0.054	239	20	0.050	309	25	0.051	379	29	0.050
30	5	0.063	100	11	0.056	170	16	0.053	240	20	0.050	310	25	0.051	380	29	0.050
31	5	0.061	101	11	0.055	171	16	0.053	241	21	0.053	311	25	0.051	381	30	0.052
32	5	0.059	102	11	0.055	172	16	0.053	242	21	0.053	312	25	0.051	382	30	0.052
33	5	0.057	103	11	0.054	173	16	0.053	243	21	0.053	313	25	0.051	383	30	0.052
34	5	0.055	104	11	0.054	174	16	0.052	244	21	0.052	314	25	0.051	384	30	0.052
35	5	0.054	105	11	0.053	175	16	0.052	245	21	0.052	315	25	0.050	385	30	0.051
36	5	0.052	106	11	0.053	176	16	0.052	246	21	0.052	316	25	0.050	386	30	0.051
37	5	0.051	107	11	0.052	177	16	0.051	247	21	0.052	317	25	0.050	387	30	0.051
38	6	0.065	108	11	0.052	178	16	0.051	248	21	0.052	318	26	0.052	388	30	0.051
39	6	0.063	109	11	0.051	179	16	0.051	249	21	0.051	319	26	0.052	389	30	0.051
40	6	0.061	110	11	0.051	180	16	0.050	250	21	0.051	320	26	0.052	390	30	0.051
41	6	0.060	111	11	0.050	181	16	0.050	251	21	0.051	321	26	0.052	391	30	0.051
42	6	0.058	112	12	0.056	182	17	0.054	252	21	0.051	322	26	0.052	392	30	0.051
43	6	0.057	113	12	0.055	183	17	0.054	253	21	0.051	323	26	0.052	393	30	0.050
44	6	0.055	114	12	0.055	184	17	0.053	254	21	0.050	324	26	0.051	394	30	0.050
45	6	0.054	115	12	0.054	185	17	0.053	255	21	0.050	325	26	0.051	395	30	0.050
46	6	0.053	116	12	0.054	186	17	0.053	256	22	0.053	326	26	0.051	396	31	0.052
47	6	0.052	117	12	0.054	187	17	0.052	257	22	0.053	327	26	0.051	397	31	0.052
48	6	0.051	118	12	0.053	188	17	0.052	258	22	0.053	328	26	0.051	398	31	0.052
49	7	0.062	119	12	0.053	189	17	0.052	259	22	0.052	329	26	0.051	399	31	0.052

50	7	0.061	120	12	0.052	190	17	0.052	260	22	0.052	330	26	0.050	400	31	0.052
51	7	0.059	121	12	0.052	191	17	0.051	261	22	0.052	331	26	0.050	401	31	0.051
52	7	0.058	122	12	0.051	192	17	0.051	262	22	0.052	332	26	0.050	402	31	0.051
53	7	0.057	123	12	0.051	193	17	0.051	263	22	0.052	333	27	0.052	403	31	0.051
54	7	0.056	124	12	0.050	194	17	0.051	264	22	0.051	334	27	0.052	404	31	0.051
55	7	0.055	125	13	0.056	195	17	0.050	265	22	0.051	335	27	0.052	405	31	0.051
56	7	0.054	126	13	0.055	196	17	0.050	266	22	0.051	336	27	0.052	406	31	0.051
57	7	0.053	127	13	0.055	197	18	0.054	267	22	0.051	337	27	0.052	407	31	0.051
58	7	0.052	128	13	0.054	198	18	0.053	268	22	0.051	338	27	0.052	408	31	0.050
59	7	0.051	129	13	0.054	199	18	0.053	269	22	0.050	339	27	0.051	409	31	0.050
60	7	0.050	130	13	0.053	200	18	0.053	270	22	0.050	340	27	0.051	410	31	0.050
61	8	0.060	131	13	0.053	201	18	0.052	271	23	0.053	341	27	0.051	411	31	0.050
62	8	0.059	132	13	0.053	202	18	0.052	272	23	0.053	342	27	0.051	412	32	0.052
63	8	0.058	133	13	0.052	203	18	0.052	273	23	0.052	343	27	0.051	413	32	0.052
64	8	0.057	134	13	0.052	204	18	0.052	274	23	0.052	344	27	0.051	414	32	0.052
65	8	0.056	135	13	0.051	205	18	0.051	275	23	0.052	345	27	0.051	415	32	0.052
66	8	0.055	136	13	0.051	206	18	0.051	276	23	0.052	346	27	0.050	416	32	0.051
67	8	0.054	137	13	0.051	207	18	0.051	277	23	0.052	347	27	0.050	417	32	0.051
68	8	0.053	138	13	0.050	208	18	0.051	278	23	0.052	348	27	0.050	418	32	0.051
69	8	0.053	139	14	0.055	209	18	0.050	279	23	0.051	349	28	0.052	419	32	0.051
70	8	0.052	140	14	0.055	210	18	0.050	280	23	0.051	350	28	0.052	420	32	0.051

9. General

9.1 SBC-13STATE will make Service Assurance Reports available on a monthly basis. When SBC-13STATE performance creates an obligation to provide service credits to CLEC under the terms set forth herein, SBC-13STATE shall issue such credits in the required amount on or before the 30th day following the due date of the service assurance report for the month in which the obligation arose (e.g., if SBC-13STATE performance through March is such that SBC-13STATE owes service credits to CLEC for March performance, then those credits will be due May 31, 30 days after the April 30 due date for reporting March data).

10. Methods of Calculating the Service Credit

The following methods apply in calculating per occurrence for service credit:

10.1 Application of F Value Exclusions

Determine the number of measures with a sample size greater than 10 that are "non-compliant" for the individual CLEC for the month, applying the parity test and benchmark provisions provided for above. Sort all measures having non-compliant classification with a sample size greater than 10 in ascending order based on the number of data points or transactions used to develop the performance measurement result (e.g., service orders, collocation requests, installations, trouble reports). In applying the exclusions in the F-Table, the following qualifications apply to the general rule for excluding measures by progression from measures with lower transaction volumes to higher. A measure for which service credits are calculated on a per measure basis will not be excluded in applying the F Value unless the amount of service credits due for that measure is less than the amount of service credits due for each remaining measure.

10.1.1 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the measure for the CLEC that would yield the Critical p-value. Use the same denominator as the one used in calculating the test statistic for the measure.

Step 2: Calculate the percentage difference between the actual average and the calculated average. The calculation is as follows:

$$\%diff = (CLEC\text{-}result - Calculated\ \text{-}Value)/Calculated\ Value.$$

Assuming high values indicate poor performance. The percent difference will be capped at a maximum of 100%.

- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and the per occurrence dollar amount taken from the Service Credits Table to determine the applicable service credit amount for the given month for that measure.

10.1.2 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the measure for the CLEC that would yield the Critical p-value. Use the same denominator as the one used in calculating the test statistic for the measure.

Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and the per occurrence dollar amount taken from the Service Credits Table to determine the applicable service credits for the given month for that measure.

10.1.3 Measures for Which the Reporting Dimensions are Ratios or Proportions

Step 1: Calculate the rate for the measure for the CLEC that would yield the Critical p-value. Use the same denominator as the one used in calculating the test statistic for the measure.

Step 2: Calculate the absolute difference between the actual rate for the CLEC and the calculated rate.

Step 3: Multiply the total number of data points by the difference calculated in the previous step and the per occurrence dollar amount taken from the Service Credits Table to determine the applicable service credits for the given month for that measure.

11. Methods of Calculating Performance Credits

11.1 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the measure for the CLEC that would yield the Critical p-value. Use the same denominator as the one used in calculating the test statistic for the measure.

Step 2: Calculate the percentage difference between the actual average and the calculated average. The calculation is as follows:

$$\%diff = (Calculated\ Value - CLEC\ result)/Calculated\ Value.$$

Assuming low values indicate good performance. The percent difference will be capped at a maximum of 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and the per occurrence dollar amount taken from the Service Credits Table to determine the applicable performance credits for the given month for that measure.

11.2 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the measure for the CLEC that would yield the Critical p-value. Use the same denominator as the one used in calculating the test statistic for the measure.

Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and the per occurrence dollar amount taken from the Service Credits Table to determine the applicable performance credits for the given month for that measure.

12. Attached hereto, and incorporated herein by reference, is/are the following Attachment(s):

Attachment 1 - Service Assurance Business Rules

ATTACHMENT 4

ACCESS SERVICE

2. General Regulations (Cont'd)2.5 Billing Regulations (Cont'd)2.5.5 Missed Installation on Confirmed Due Date(A) General

The Telephone Company assures that when a customer orders certain Access Services, as specified in (B) following, service will be installed and available for customer use no later than the Confirmed Due Date provided by the Telephone Company. (N)
(N)

Failure to meet a Confirmed Due Date for installation of certain services will result in a credit shown in the Missed Installation Credit Schedule found in 2.5.5 (B) following when the responsibility for the failure is solely the Telephone Company's. This credit will apply to services up to the Network Interface. (C)
(C)
(C)

(B) Services Subject To The Credit

The services listed in the Missed Installation Credit Schedule found below will be credited for a missed installation on a Confirmed Due Date as shown: (C)
(C)
(C)

Missed Installation Credit Schedule (C)

Services	Credit Amount
Voice Grade Services	\$200.00
MegaLink Data Services	\$250.00
High Capacity DS1 Special Access Services	\$350.00
MegaLink Custom DS3 Services	\$600.00
ReliaNet Services (DS1)	\$250.00
ReliaNet Services (DS3)	\$500.00

(C) When a Credit Allowance Does Not Apply

No credits for a missed installation on a Confirmed Due Date will be made when: (C)

1. The customer's premises is inaccessible.
2. The customer changes interface requirements.
3. The customer is not ready to accept service.
4. Building facilities are not ready (includes space, cable support structures, building risers and entrance facilities to be provided by builder or owner or owner's subcontracted vendors).

(This page filed under Transmittal No. 2992)

Issued: March 17, 2004

Effective: April 1, 2004

One SBC Plaza, Dallas, Texas 75202

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.5 Missed Installation on Confirmed Due Date (Cont'd)

(C) When a Credit Allowance Does Not Apply (Cont'd)

- 5. Customer Desired Due Date is less than the Telephone Company's published installation objective.
- 6. When the Telephone Company is not the Access Service Coordination Exchange Carrier (ASC-EC), as set forth in 2.6 (Jointly Provided Access Services) preceding, and the Confirmed Due Date is not met by the exchange company acting as the ASC-EC for its portion of the service. (See diagram below.)

	<u>SWBT ASC-EC</u>	<u>ANOTHER LEC ASC-EC</u>
SWBT MISSES DATE	Credit applies	Credit applies
ANOTHER LEC MISSES DATE	Credit applies	Credit does not apply

- 7. The delay is caused by work stoppages, civil disturbances, criminal actions; or by fire, flooding or other occurrence attributed to an Act of God or any other circumstance beyond the Telephone Company's reasonable control. (N)
(N)
(N)
- 8. When the customer provides the incorrect address.
- 9. Special Access nonrecurring installation charges (as specified in 7.3.4, 7.3.9, 7.3.10, 20.5 and 31.3.3), associated with Voice Grade Service, MegaLink Data Service, High Capacity DS1 Special Access Service, MegaLink Custom DS3 Service, and ReliaNet Services that are waived or zero rated (N)
|
(N)

(This page filed under Transmittal No. 2992)

Issued: March 17, 2004

Effective: April 1, 2004

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.6 Credit Allowance for Service Interruptions

(A) General

Service (with the exception of STN and ReliaNet) is considered to be interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or the protective controls applied by the Telephone Company, specified in 6.7.10 (Network Management), 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 ends when the service is operative.

The credit allowance for an interruption or for a series of interruptions shall not exceed:

1. The applicable monthly rate,
2. The assumed minutes of use charge, or
3. The billed amount for that particular rate element in those cases where the tariff rate exceeds the actual billed amount (e.g., Shared Used Special Access services).

(D)
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For STN and ReliaNet, the service is considered to be interrupted when it does not meet the following maintenance specifications as set forth in Technical Publications 76635 and 76839, respectively:

- Errored Seconds
- Severely Errored Seconds
- Consecutive Severely Errored Seconds
- Availability

For STN and ReliaNet, an interruption period starts when an interruption of service is reported to the Telephone Company and the service is released to the Telephone Company for repair and ends when the service is operative.

(This page filed under Transmittal No. 2992)

Issued: March 17, 2004

Effective: April 1, 2004

One SBC Plaza, Dallas, Texas 75202

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.6 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies

In addition, Credit Allowance for Service Interruptions also apply when service is interrupted due to labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control. No credit shall be allowed for an interruption period 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 fraction thereof that the interruption continues after the initial 30 minute interruption. However, the Service Assurance Warranty Schedule (SAWS) as specified in 2.5.7 will not apply.

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(This page filed under Transmittal No. 2513)

Issued: November 1, 1995

Effective: December 18, 1995

One Bell Center, St. Louis, Missouri 63101

ACCESS SERVICE

2. General Regulations (Cont'd)2.5 Billing Regulations (Cont'd)2.5.6 Credit Allowance for Service Interruptions (Cont'd)(B) When a Credit Allowance Applies (Cont'd)

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

(1) Common Channel Signaling/Signaling System 7 (CCS/SS7) Interconnection Service, Wideband Analog Service and Wideband Data Service

No credit shall be allowed for an interruption period 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 fraction thereof that the interruption continues after the initial 30 minute interruption.

For CCS/SS7 Interconnection Service, the monthly charge shall be the total of all monthly rate element charges associated with the service (i.e., STP Access Mileage, STP Access Connection and STP Port Termination).

For Wideband Analog Service and Wideband Data Service, 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 channel terminations, channel mileage 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 channel termination per customer premises, channel mileage and optional features and functions).

Certain material appearing on this page formerly appeared on 7th Revised Page 2-74.1.

(This page filed under Transmittal No. 2400)

Issued: November 10, 1994

Effective: December 25, 1994

One Bell Center, St. Louis, Missouri 63101

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.6 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(2) Special Access Services

A credit allowance for service interruptions applies to the following Special Access Services: Metallic Service, Telegraph Grade Service, Voice Grade Service, Program Audio Service, Video Service, Megalink Data Service, High Capacity Service, DovLink Service, Message Station Equipment Recovery Charge, Administration and Maintenance of Priority Restoration, Network Reconfiguration Service, Transport Resource Management (TRM) Service, Self-Healing Transport Network (STN) Service, Megalink Custom Service and ReliaNet Service. A credit allowance will also apply to Diversity Service.

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 the Service Assurance Warranty (SAWS) threshold. When the total service interruptions on the same service exceeds the SAWS threshold within a 12 hour time period, the customer shall receive an additional credit per the SAWS schedule of credits as specified in Section 2.5.7.

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.

(C)
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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 channel terminations, channel mileage and optional features and functions).

(This page filed under Transmittal No. 2992)

Issued: March 17, 2004

Effective: April 1, 2004

One SBC Plaza, Dallas, Texas 75202

ACCESS SERVICE

2. General Regulations (Cont'd).

2.5 Billing Regulations (Cont'd)

2.5.6 Credit Allowance for Service Interruptions (Cont'd)

(T)

(B) When a Credit Allowance Applies (Cont'd)

(2) Special Access Services (Cont'd)

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 channel termination per customer premises, channel mileage and optional features and functions).

For multiplexed 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 multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., the channel termination, channel mileage and optional features and functions, including the multiplexer on the facility to the Hub and the channel terminations, channel mileages and optional features and functions on the individual services from the Hub).

When the service which rides a channel of the multiplexed 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., channel termination, channel mileage and optional features and functions).

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Certain material appearing on this page formerly appeared on 8th Revised Page 2-76.

Certain material previously appearing on this page now appears on 8th Revised Page 2-74.i.

(This page filed under Transmittal No. 2400)

Issued: November 10, 1994

Effective: December 25, 1994

One Bell Center, St. Louis, Missouri 63101

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.6 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(3) Switched Access Service, Directory Assistance Service, DirectLine-Custom Service and Telecommunications Relay Interconnection Service (TRIS) (T)

A credit allowance for service interruptions will be applied to Switched Access Service, Directory Assistance Service and DirectLine-Custom Service depending upon whether or not the interruption is associated with a service that is usage rated or monthly recurring rated as set forth in (a) and (b) following:

(a) Credit Allowance for Usage Rated Services

If the service experiencing an interruption is billed assumed minutes of use, credit shall be allowed for an interruption of greater than 24 hours. Such credit will be at the rate of 1/30th of the assumed minutes of use charge for each period of 24 hours or fraction thereof that the interruption continues.

If the service experiencing an interruption is billed on a measured, usage sensitive basis, a credit allowance does not apply.

If the service experiencing an interruption includes optional features or BSEs being billed monthly recurring rates, credit for an interruption of greater than 24 hours for the associated features or BSEs will be at the rate of 1/30th of the applicable monthly rate for each period of 24 hours or fraction thereof that the interruption occurs.

(This page filed under Transmittal No. 2742)

Issued: January 7, 1999

Effective: January 22, 1999

One Bell Plaza, Dallas, Texas 75202

(T)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.6 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(3) Switched Access Service, Directory Assistance Service, DirectLine-Custom Service and Telecommunications Relay Interconnection Service (TRIS) (Cont'd) (T)

(b) Credit Allowance for Monthly Recurring Rated Services

- (1) For the following Switched Access, Directory Assistance and Telecommunications Relay Interconnection Services with monthly recurring rates as defined in 6.8.3 (Monthly Recurring and Usage Rates), 9.4.3 (Monthly Recurring and Usage Rates) and 26.5.3 (Monthly Rates):

- Switched Transport
- Directory Transport
- Switched Access DNAL BSA
- Telecommunications Relay Interconnection Service (TRIS)

the charges for which a credit will apply due to service interruptions will be the total of all monthly rate elements associated with the transport facility or BSA (i.e., per channel, per point of DNAL termination, DNAL mileage, per DS1 or DS3, fixed per month and per mile per month, per point of TRIS termination and TRIS Mileage) including any monthly rated features and BSEs associated with either the transport facility or the DNAL BSA.

(This page filed under Transmittal No. 2742)

Issued: January 7, 1999

Effective: January 22, 1999

One Bell Plaza, Dallas, Texas 75202

(T)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.6 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(13) Switched Access Service, Directory Assistance Service, DirectLine-Custom Service and Telecommunications Relay Interconnection Service (TRIS) (Cont'd) (T)

(b) Credit Allowance for Monthly Recurring Rated Services (Cont'd)

(1) (Cont'd)

No credit allowance shall be allowed for an interruption period of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more up to, and including, 2 hours at the rate of 1/1440 of the monthly charges for the facility for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute outage. When the total service interruptions on the same service exceeds 2 hours within a 12 hour time period, the customer shall receive an additional credit per the Service Assurance Warranty Schedule (SAWS) specified in 2.5.7.

In any month, as a result of the interruption, the total credit per rate element of the interrupted service may not exceed 100 percent of the monthly charge for that particular rate element.

(a) When Switched Transport is provided in a multiplexing arrangement and the multiplexer becomes inoperative, the monthly charge being credited will be the total of all monthly charges associated with the facilities being interconnected by the multiplexer. Such credit will include all monthly rated features or BSEs associated with the interconnected facilities.

(This page filed under Transmittal No. 2742)

Issued: January 7, 1999

Effective: January 22, 1999

One Bell Plaza, Dallas, Texas 75202

(T)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.6 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(3) Switched Access Service, Directory Assistance Service, DirectLine-Custom Service and Telecommunications Relay Interconnection Service (TRIS) (T) (Cont'd)

(b) Credit Allowance for Monthly Recurring Rated Services (Cont'd)

(1) (Cont'd)

(b) When a Switched Transport facility being provided in a multiplexing arrangement becomes inoperative, the monthly charge being credited will be the total of all monthly charges associated with the inoperative transport facility as well as that portion of all interconnected transport facilities which also becomes inoperative. Such credit will include all monthly rated features or BSEs associated with the inoperative facility or that portion of the interconnected facilities which also becomes inoperative.

(c) When the service riding the channel of the multiplexed facility is inoperative, the monthly charge to be credited for the multiplexed facility shall be the total of all monthly rate element charges associated with the inoperative portion of the facility. The credit will include all monthly rated features or BSEs associated with the inoperative transport facility.

(This page filed under Transmittal No. 2742)

Issued: January 7, 1999

Effective: January 22, 1999

One Bell Plaza, Dallas, Texas 75202

(T)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.6 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(3) Switched Access Service, Directory Assistance Service, DirectLine-Custom Service and Telecommunications Relay Interconnection Service (TRIS) (T) (Cont'd)

(b) Credit Allowance for Monthly Recurring Rated Services (Cont'd)

- (2) When a service outage occurs on a Direct-Trunked Transport facility and traffic is alternately routed to a Tandem-Switched Transport facility to avoid the service outage, the Telephone Company may allow additional out-of-service credits as follows:

For Switched Access Service and DA Access Service, the Telephone Company will first determine the length of time for which the customer is entitled to an adjustment on the Direct-Trunked Transport facility as set forth in (1) preceding. Because actual alternate tandem traffic cannot be captured during the service outage period, surrogate tandem usage factors have been developed based on an assumed 9,000 minutes of use per channel per month and a DA holding time of .633962 minutes.

(This page filed under Transmittal No. 2742)

Issued: January 7, 1999

Effective: January 22, 1999

One Bell Plaza, Dallas, Texas 75202

(T)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.6 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(3) Switched Access Service, Directory Assistance Service, DirectLine-Custom Service and Telecommunications Relay Interconnection Service (TRIS) (T) (Cont'd)

(b) Credit Allowance for Monthly Recurring Rated Services (Cont'd)

(2) (Cont'd)

Based on a 30 day month and a 24 hour day, each half hour increment of service outage will result in an assumed alternate tandem usage level of 6.25 minutes of use per channel for Switched Access and 9.86 calls per channel for DA Access Service (i.e., 150 minutes or 237 calls per DS1 and 4,200 or 6,626 calls per DS3). This surrogate alternate traffic usage will be rated based on the airline distance between the customer's serving wire center and the end office where the Direct-Trunked Transport facility that experienced the service outage terminated. The appropriate Tandem Switched Transport subelements (i.e., Tandem Switched Transmission and Tandem Switching or Tandem-Switched Directory Transmission and Directory Tandem Switching) will be used to determine the total Alternate Traffic Credit.

(This page filed under Transmittal No. 2742)

Issued: January 7, 1999

Effective: January 22, 1999

One Bell Plaza, Dallas, Texas 75202

(T)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.6 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(3) Switched Access Service, Directory Assistance Service, DirectLine-Custom Service and Telecommunications Relay Interconnection Service (TRIS) (Cont'd) (T)

(b) Credit Allowance for Monthly Recurring Rated Services (Cont'd)

(2) (Cont'd)

If the Direct-Trunked Transport facility that experienced the service outage provided transport only for Switched Access Service, an Alternate Traffic Credit will only be calculated for Switched Access. If the facility provided transport only for DA Access Service, an Alternate Traffic Credit will only be calculated for DA Access Service. If the facility provided transport for both Switched Access Service and DA Access Service, the total Alternate Traffic Credit will be the sum for the credits calculated for both Switched Access and DA Access Service.

If the amount of the Alternate Traffic Credit is greater than the amount of credit that would have been allowed as set forth in (1) preceding, the Telephone Company will credit the customer the Alternate Traffic Credit instead of the lesser credit for the inoperative facility. If the Alternate Traffic Credit is less than or equal to the amount that would otherwise be credited to the customer (as set forth in (1) preceding), the Alternate Traffic Credit will not be allowed.

(This page filed under Transmittal No. 2742)

Issued: January 7, 1999

Effective: January 22, 1999

One Bell Plaza, Dallas, Texas 75202

(T)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.6 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(4) Expanded Interconnection

(T)

(a) Virtual Collocation

An interruption period begins when an inoperative condition of a virtual collocation arrangement is reported to the Telephone Company's designated contact point and ends when the virtual collocation arrangement is operative. No allowance for an interruption period will be provided for virtual collocation where the interruption is due to the actions or negligence of the interconnector or to an inoperative condition on a Telephone Company-provided Switched Access or Special Access Service.

When a credit allowance does apply, such credit will be determined based on the rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly rate for the item(s) involved.

For calculating credit allowances, every month is considered to have 30 days. No credit shall be allowed for an interrupted period of less than 30 minutes. The interconnector shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly rate.

(This page filed under Transmittal No. 2818)

Issued: March 6, 2000

Effective: March 21, 2000

One Bell Plaza, Dallas, Texas 75202

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.6 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(4) Expanded Interconnection (Cont'd) (T)

(a) Virtual Collocation (Cont'd)

When a third party vendor maintains and repairs an interconnector's designated basic termination equipment, credit allowance will not apply to any interruption of the items maintained and repaired by the third party vendor.

(b)

(5) Diversity Service (T)

A credit allowance for service interruptions applies to the Diversity Service as follows.

No credit shall be allowed for an interruption period of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more up to, and including, 2 hours at the rate of 1/1440 of the monthly Diversity charges on a facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute outage. When the total service interruptions on the same Diversity service exceed 2 hours within a 12 hour time period, the customer shall be credited per the Service Assurance Warranty Schedule (SAWS) specified in 2.5.7.

In any month, as a result of the interruption, the total credit per rate element of the interrupted service may not exceed 100 percent of the monthly charge for that particular rate element.

The credits applying herein, are for the Diversity Service portion of the customer's total monthly charges only. The credits available to the customer for the basic service, on which the Diversity is used, are as stated in other sub-sections of this credit allowance section.

(This page filed under Transmittal No. 2818)

Issued: March 6, 2000

Effective: March 21, 2000

One Bell Plaza, Dallas, Texas 75202

(T)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Billing Regulations (Cont'd)

2.5.6 Credit Allowance for Service Interruptions (Cont'd)

(T)

(C) When a Credit Allowance Does Not Apply

(H)

Credit allowances will not be made for the following:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- (4) When the Telephone Company and the customer negotiate the release of the service for (1) maintenance purposes, (2) to make rearrangements or (3) to implement an order for a change in the service, a credit allowance does not apply during the negotiated time of release. Thereafter, a credit allowance as set forth in (A) and (B) preceding does apply.
- (5) Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction, as set forth in Southwestern Bell Telephone Company Tariff F.C.C. No. 69. The period for which no credit allowance is made begins on the seventh day after the customer receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt of the written authorization for such replacement.
- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

(M)

Material and revised material appearing on this page formerly appeared on 2nd Revised Page 2-80.

Material and revised material previously appearing on this page now appears on 1st Revised Page 2-76.18.

(This page filed under Transmittal No. 2400)

Issued: November 10, 1994

Effective: December 25, 1994

One Bell Center, St. Louis, Missouri 63101