
SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS

3.1 Undertaking of the Company

3.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

3.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

3.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of one month 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd)

3.1 Undertaking of the Company (cont'd)

3.1.3 Terms and Conditions (cont'd)

- (C) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may reward.

- (D) This tariff shall be interpreted and governed by the laws of Pennsylvania without regard for its choice of laws provision.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd)

3.1 Undertaking of the Company (cont'd)

3.1.4 Liability of the Company

- (A) Except as stated in Section 3.1.4, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.

- (B) The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to five times the initial period charge provided for under this tariff for any call for the period during which the call was affected. No other liability in any event shall attach to the Company.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd)

3.1 Undertaking of the Company (cont'd)

3.1.4 Liability of the Company (cont'd)

- (C) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, flood or other catastrophes; failure of utility services, any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or other labor difficulties.
- (D) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's access services. Nor shall the Company be liable for any damages or losses due to unauthorized use or the service or the failure or negligence of the Customer or due to the failure of the Customer-provided equipment, facilities or services.

3.1.5 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims of libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd)

3.1 Undertaking of the Company (cont'd)

3.1.6 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
- (1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

3.1.7 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd)

3.2 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- (B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- (D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd)

3.3 Obligations of the Customer

3.3.1 Customer Premises Provisions

- (A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- (B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

3.3.2 Liability of the Customer

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its offices, employees, agents or contractors of the Customer where such negligence or willful acts is not the direct result of the Company's negligence.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd)

3.3 Obligations of the Customer

3.3.3 Jurisdictional Report Requirements

- (A) For Feature Group B Switched Access Service(s) for both interstate and intrastate use, the projected interstate percentage of use must be provided by the Customer in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage of use from 100 (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office when the Feature Group D, Switched Access Service access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a Projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd)3.3 Obligations of the Customer3.3.3 Jurisdictional Report Requirements

(A) (cont'd)

Should the Customer not supply a terminating PIU Factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply projected interstate percentage of use for each end office involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 3.3.3(B) following.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd)

3.3 Obligations of the Customer (cont'd)

3.3.3 Jurisdictional Report Requirements (cont'd)

(A) (cont'd)

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

(B) For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.

(C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

(D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes).

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)

3.3 Obligations of the Customer (cont'd.)

3.3.3 Jurisdictional Report Requirements (cont'd.)

(D) (cont'd.)

The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 6. following.

(E) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 3.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 3.3.3(A) preceding.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)

3.3 Obligations of the Customer (cont'd.)

3.3.3 Jurisdictional Report Requirements (cont'd.)

- (F) The Customer reported projected interstate percentage of use as set forth in Section 3.3.3(A) preceding will be used for the apportionment of rates or nonrecurring charges associated with Feature Group B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 3.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.
- (G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)

3.4 Customer Equipment and Channels

3.4.1 Interconnection of Facilities

- (A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)

3.4 Customer Equipment and Channels (cont'd.)

3.4.2 Inspections

- (A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

- (B) If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)

3.5 Customer Deposits and Advance Payments

Customers without an established credit rating or with a negative credit rating shall be required to deposit with Company an amount equivalent of up to two months of actual or estimated monthly charges.

All deposits shall bear simple interest at the same percentage rate as that set forth in Section 3.6.1(B). Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the Customer. At the Company's option, such deposit may be refunded or credited to the Customer at, or any time prior to, termination of service.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)

3.6 Payment Arrangements

3.6.1 Payment for Service

- (A) The Customer is responsible for payment of all charges for facilities and services furnished by the Company. Federal, state and local sales, use and excise taxes, where applicable, shall be added to the charges contained herein. It shall be the responsibility of the Customer to pay any such taxes that may subsequently become applicable retroactively.
- (B) Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Company after the payment date as set forth in (1) preceding, or if a payment or any portion of a payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the payment or the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:
- (1) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Company, or
 - (2) 0.000292 per day, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Company.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)3.6 Payment Arrangements (cont'd.)3.6.1 Payment for Service (cont'd.)

- (C) The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.
- (D) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- (E) If service is disconnected by the Company in accordance with Section 3.6.2 following and later restored, restoration of service will be subject to all applicable installation charges.
- (F) In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set for in (B) preceding.

A dispute for purposes of this section is defined as written notice to the Company with sufficient documentation to investigate the dispute.

If the Customer disputes the bill on or before the payment date, and pays the undisputed amount on or before the payment due date, any late payment charge for the disputed amount will not start until (10) ten days after the payment due date. The late payment charge will continue to accrue until payment is received by the Company.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)3.6 Payment Arrangements (cont'd.)3.6.1 Payment for Service (cont'd.)

(F) (cont'd.)

If the Customer disputes the bill after the payment due date, and pays the undisputed amount after the payment due date, the late payment charge for the disputed amount shall begin on the payment due date.

(G) In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Customer, any payments of the disputed amount, withheld pending settlement of the dispute shall not be subject to the late payment penalty.

The date of the dispute shall be the date the Company receives sufficient documentation to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

If the Customer disputes the billed amount on or before 90 days from the due date of the disputed bill and pays the total invoice amount on or before the payment due date and the billing dispute is resolved in favor of the Customer, the Customer will receive a credit from the Company. The credit shall be the disputed amount resolved in the Customer's favor times a late payment penalty set forth in (B) preceding. This penalty factor will apply from the date of the Customer's payment through the date of resolution by the Company.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)3.6 Payment Arrangements (cont'd.)3.6.1 Payment for Service (cont'd.)

(G) (cont'd.)

If the Customer disputes the bill after 90 days from the due date of the disputed bill and pays the total amount on or before the date of the dispute, the Customer shall receive a credit from the Company. The credit will equal the disputed amount times the late payment penalty factor. The penalty factor will apply from the later of the claim date or the date of overpayment through the date of resolution by the Company.

- The date of resolution shall be the date on which the Company completes its investigation of the dispute, notifies the Customer of the disposition and, if the billing dispute is resolved in favor of the Customer, applies the credit for the amount of the dispute resolved in the Customer's favor to the Customer's bill, including the disputed amount penalty credit and/or late payment penalty credit, as appropriate.
- If a billing dispute is resolved in favor of the Company, any payments withheld pending resolution of the dispute shall be subject to the late payment penalty as set forth in (B) preceding. Further, the Customer will not receive a disputed amount penalty credit.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)

3.6 Payment Arrangements (cont'd.)

3.6.2 Discontinuance of Service for Cause

The Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- (A) Upon non-payment of any sum owed to the Company for more than 30 days beyond the date of rendition of the bill service or upon violation of any of the terms or conditions governing the furnishing of service under this tariff, the Company may, on 30 days advance notice in writing to the Customer discontinue the furnishing of service under this tariff.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)

3.6 Payment Arrangements (cont'd.)

3.6.2 Discontinuance of Service for Cause (cont'd.)

- (B) Without notice, in the event of a violation of any regulation governing the service under this tariff;
- (C) Without notice, in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- (D) The Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- (E) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

3.6.3 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)

3.6 Payment Arrangements (cont'd.)

3.6.4 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

The provisions of meet point billing are applicable to Local Transport Termination and Facility recurring charges only. All other recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each Company's applicable rates as set forth in Section 3.6.4(A) and (B) following.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD). These guidelines apply to the Access Services as set forth in Section 3.6.4(A) and (B) following.

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

- (A) When a Feature Group B Switched Access Service is ordered by a Customer where one end of the Local Transport element is in the Company operating territory and the other end is in another Exchange Telephone Company operating territory, and when notified by the Company which accepts the order that the involved Exchange Telephone Companies cannot implement multi-company billing (meet point billing), then the following ordering, provisioning, rating, and billing regulations will apply to Feature Group B Switched Access Service.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)3.6 Payment Arrangements (cont'd.)3.6.4 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd.)

(A) (cont'd.)

When a Feature Group B Switched Access Service is ordered by a Customer where one end of the Local Transport element is in the Company operating territory and the other end is in another Exchange Telephone Company operating territory, the Exchange Telephone Company in whose territory the first point of switching is located will accept the order. In addition, the Exchange Telephone Company in whose operating territory the Customer point of termination is located must also receive a copy of the order from the Customer. The Exchange Telephone Company that accepts the order will then determine the charges involved, arrange to provide the Access Service ordered and bill the charges in accordance with its Access Service tariff.

(B) Except as set forth in Section 3.6.4(A) preceding, Feature Group B or D Switched Access Service and/or Directory Assistance Service is ordered by a Customer where one end of the Local Transport element is in the Company operating territory and the other end is in another Exchange Telephone Company operating territory, the order shall be received as follows:

- (1) For Feature Group B or D Switched Access Service ordered to an end office, the Exchange Telephone Company in whose operating territory the end office is located must receive the order from the Customer.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)

3.6 Payment Arrangements (cont'd.)

3.6.4 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd.)

(B) (cont'd.)

- (2) For Feature Group B or D Switched Access Service ordered to an access tandem, the Exchange Telephone Company in whose operating territory the access tandem is located must receive the order from the Customer.
- (3) For the Service ordered set forth in Section 3.6.4(B) (1) and (2) preceding, the Exchange Telephone Company in whose operating territory the Customer premises is located must also receive a copy of the order from the Customer.

The other Exchange Telephone Company involved will provide the portion of the Local Transport element in its operating territory to an interconnection point (IP) with the Company and will bill the charges in accordance with its Access Service tariff. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)

3.6 Payment Arrangements (cont'd.)

3.6.4 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd.)

- (C) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the two involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)

3.7 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.7.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes, as set forth in Section 6.6.3 following.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)

3.7 Application of Rates (cont'd.)

3.7.2 Rate Zones

(A) Pennsylvania

- (1) Zone 1 corresponds to all exchange areas served by Verizon Pennsylvania, Inc., formerly known as Bell Atlantic-Pennsylvania.
- (2) Zone 2 corresponds to all exchange areas served by Verizon North, formerly known as GTE-Pennsylvania.
- (3) Zone 3 corresponds to all exchange areas served by Sprint-Pennsylvania.
- (4) Zone 4 corresponds to all exchange areas served by other independent local exchange carriers where the Company has been certified to operate as a competitive local exchange carrier.

3.7.3 Non-Zone Rate Option

- (A) This option allows the Customer to be billed a composite rate for all originating and terminating intrastate switched access service instead of being billed on a per Zone basis as identified in 3.7.2. It is solely at the Customer's discretion to choose this billing option.

The minimum service period for the Non-Zone Rate Option is twenty-four (24) months. Customers selecting this pricing option may not change back to Rate Zone pricing until the twenty-four (24) month service period has expired.

(C)
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(C)

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)3.8 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 3.8.1 for the part of the service that the interruption affects.

3.8.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)3.8 Allowances for Interruption in Service (cont'd.)3.8.1 Credit for Interruptions (cont'd.)

(B) (cont'd.)

A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)

3.8 Allowances for Interruptions in Service (cont'd.)

3.8.1 Credit for Interruptions (cont'd.)

(B) (cont'd.)

Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

SWITCHED ACCESS SERVICES

Section 3 -- REGULATIONS (Cont'd.)3.8 Allowances for Interruptions in Services (cont'd.)3.8.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (G) interruption of service due to circumstances or causes beyond the control of Company.