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COMMUNICATIONSSERVICESTARIFF

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## SECTION2-REGULATIONS

## 2.1 UndertakingofCarrier

2.1.1 Serviceisfurnishedforinterstatecommunica tionsoriginatingorterminatingatspecified pointswithinCompany'soperatingterritoryasdefi nedinSection4.1,following.

2.1.2 Companyshallprovideserviceinaccordancew iththetermsandconditionssetforthin thisTariff.

2.1.3 Company may, when authorized by Customer and agreed to by Company, act as Customer'sagentfororderingfacilitiesprovidedb yothercarrierstoallowconnectionof Customer'slocationstoCompany'snetworkortothe networkofanunderlyingcarrieror service.

2.1.4 CompanywillpassonandbilltoCustomerany chargesitincurs(includingapplicable recurring and nonrecurring charges and any time and material charges) from other service providers, such as ILECS and CLECS, necessa ry to complete provision of a serviceofferedinthisTarifftoCustomer'sdesign atedpremises.

2.1.5 Serviceisprovidedonamonthlybasisunless orderedonalongertermbasis,andis available24hoursperday,sevendaysperweek.

## 2.2 LimitationsonService

2.2.1 Serviceisofferedsubjecttotheavailabilit yofthenecessaryfacilitiesandequipment andsubjecttotheprovisionsofthisTariff.

2.2.2 Companyreserves theright todiscontinuefur nishing 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 nonpaymentbyCustomer.

2.2.3 Customermaynottransferorassigntheuseo fany serviceprovidedunderthisTariff withoutthepriorwrittenconsentofCompany. All regulationsandconditionscontained inthisTariff,aswellasanyadditionalcondition sfor service,shallapplytoanyandall suchpermittedassigneesortransferees.Exceptan dtotheextentthatapplicablelaws or regulation require such notice, Company may assi gn its rights and obligations hereunderinwholeorinpartwithoutnoticetoCus tomer.

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COMMUNICATIONSSERVICESTARIFF

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## SECTION2-REGULATIONS(Continued)

## 2.2 LimitationsonService(Continued)

2.2.4 Servicemaynotbeusedforanyunlawfulpurp ose.

2.2.5 CompanymayrequireCustomertosignanappli cationformfurnishedbyCompanyandto establish credit as provided in this Tariff, as a c ondition precedent to the initial establishmentofservice.Company'sacceptanceof anorderforservicetobeprovidedto an applicant whose credit has not been duly establi shed may be subject to the deposit provisions described in Section 2.9 of this Tariff. Company may also require a signed authorizationfromCustomerforadditionstoortha ngesinexistingsserviceforCustomer.

## 2.3 LimitationsonLiabilities

2.3.1 The liability of Company for damages is limit ed 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 cause d in whole or in part by acts or omissions of any other person, and shall in no even t exceed an amount equal to the charges Company would assess Customer during the pe riod during which mistakes, omissions, interruptions, delays, errors, or defect sintransmissionoccurred.

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 i n the privacy or security of communicationstransmittedbyCompany.

2.3.3 Company shall not be liable for any failure o f performance due to causes beyond its reasonable control, including but not limited to ac ts of God, fires, meteorological phenomena, floods, or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other la bor difficulties, and any law, order, regulation, or other action of any governing author ity or agency thereof. With respect to the services, Company hereby expressly disclaims al l warranties, expressed or implied, not stated in this Tariff, and in particular discla ims all warranties of merchantability and fitnessforaparticularpurpose.

2.3.4 Companyshallnotbeliableforanyactorom issionofothercarriersorpersons,including carriers or persons whose facilities may be utilize d in establishing connections to Company's facilities. Customer shall indemnify and save harmless Company from any thirdpartyclaimsassertingsuchliability.

2.3.5 Company shall not be liable for any damages C ustomer may incur as a result of the unauthorized use the services provided under this T ariff. Customer is responsible for controllingaccessto,andtheuseof,theservices providedbyCompany.

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COMMUNICATIONSSERVICESTARIFF

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## SECTION2-REGULATIONS(Continued)

## 2.4 CancellationorDiscontinuanceofServicebyCompany

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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COMMUNICATIONSSERVICESTARIFF

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## SECTION2-REGULATIONS(Continued)

## 2.5 CancellationorTerminationofServicebyCusto mer

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. Customers 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.

## 2.6 ReservedforFutureUse

## 2.7 RestorationofService

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.

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COMMUNICATIONSSERVICESTARIFF

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## SECTION2-REGULATIONS(Continued)

## 2.8 PaymentandBilling

- 2.8.1 Forbillingoffixedcharges,serviceisconsideredtobeestablisheduponthedayonwhich Company notifies Customer of installation or testing of Customer's service. Fixed chargesshallbe billedmonthlyinadvanceandare dueuponreceipt. Customershallbe billedforallusagein arrears. Ratechangesshallbeeffectiveontheeffectivedateofthe ratechange.
- 2.8.2 Billsaredueandpayableuponreceipt. Interestatthelesserofarateofoneandone-half percent(1.5%)permonth,orthemaximumrateallowedbylaw,maybechargedonany amountremainingunpaidafterthirty(30)daysfrom deliveryofaninvoice tothecustody oftheU.S. Mailorotherdeliveryservice.
- 2.8.3 ThesecurityofCustomer'sauthorizationoraccesscodeistheresponsibilityofCustomer. 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 CompanyreservestherighttoexaminethecreditrecordofanapplicantorCustomer. A Customerwhoseservicehasbeendiscontinuedfor nonpaymentofbills shallberequired topayanyunpaidbalanceduetoCompanybeforeserviceisrestored,andadepositmay berequired.
- 2.8.5 Companyshallmakenorefundofoverpayments byCustomerunless theclaimforsuch overpayment, together with proper evidence, is submitted within two (2) years from the dateoftheallegedoverpayment. Incalculatingrefunds,anyapplicablediscountsshallbe adjustedbasedupontheactualmonthlyusageafter allcreditsoradjustmentshavebeen applied.
- 2.8.6 Achargeshallapplywheneveranycheckordraftforpaymentforserviceisnotaccepted bytheinstitutiononwhichitiswritten.

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COMMUNICATIONSSERVICESTARIFF

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## SECTION2-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.

## COMMUNICATIONSSERVICESTARIFF

## SECTION2-REGULATIONS(Continued)

## 2.10 Taxes

2.10.1 ServicemaybesubjecttoFederal,stateand /orlocaltaxesattheprevailingrates.Such taxesarelistedasseparatelineitemsonCustomer 'sinvoice,arenotincludedintherates andchargeslistedherein,andshallbepaidbyCus tomerinadditiontotheratesand chargesstatedinthisTariff.

2.10.2 Totheextentthatamunicipality,otherpol iticalsubdivisionorlocalagencyofgovernment, ortheCommission,imposesuponandcollectsfromC ompanyagrossreceiptstax, occupationtax,licensetax,permitfee,franchise fee,regulatoryorotherfee,suchtaxes andfeesshall,insofaraspracticable,bebilledp oratatoCustomersreceivingservice withintheterritoriallimitsofsuchmunicipality, otherpoliticalsubdivision,orlocalor Federalgovernmentoragency.

2.10.3 Companymayadjustitsratesandchargesor imposeadditionalratesandchargesonits Customersinordertorecoveramountsitrequire dbygovernmentalorquasi- governmentalauthoritiestocollectfromorpayto othersinsupportofstatutoryor regulatoryprograms.Examplesofsuchprogramsincl ude,butarenotlimitedto,the UniversalServiceFund(USF).Imposition,billinga ndcollectionofsuchratesandcharges aresubjecttobillingandothersystemchangesby Company.

A. ForRecoveryofContributionsPaidbyCompanyto theFUSF TelecommunicationsservicesprovidedbyCompanyare subjecttoan undiscountablemonthlyFUSFSurcharge,payablebyC ustomer.TheFUSF Surchargeshallbecalculatedasfollows:Thegross amounts(exclusiveoftaxes) attributabletointerstateandinternationalservic esbilledtoCustomerby Companymultipliedby15.3%.TheFUSFSurchargewil lnotbeassessedtothe extentCompanyisnotassessedafeeonthebilled charges.

CustomersmaycertifyexemptionfromFUSFSurcharge sattheACNAlevelorat theBANlevel.CertificationattheACNAlevelwil lexemptallBANsunderthat ACNA.CertificationattheBANlevelwillexempto nlythespecifiedBANs.FUSF Surchargeexemptioncertificationcanbecompleted andsubmittedonthe TelephoneCompany'swebsiteat <http://carrier.frontiercorp.com/crtf/carrier/>.

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COMMUNICATIONSSERVICESTARIFF

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## SECTION2-REGULATIONS(Continued)

## 2.11 TerminalEquipment

Service may be used with or terminated in Customer 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.

## 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.

## 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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COMMUNICATIONSSERVICESTARIFF

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## SECTION2-REGULATIONS(Continued)

## 2.14 InterruptionofService(Continued)

- 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.
- 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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COMMUNICATIONSSERVICESTARIFF

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## SECTION2-REGULATIONS(Continued)

## 2.15 ProvisionofService

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.

## 2.16 SpecialConstruction

When Company determines that the installation of service meets the guidelines of the special construction tariffs, the customer is notified and conditions are negotiated as prescribed by the special construction tariff. A joint planning meeting between customer and Company may be held to minimize any special construction charges.

The regulations, rates and charges for interstate special construction are set forth in the tariff defined under Application of Tariff section preceding. The Special Construction rates and charges are in addition to the regulations, rates and charges specified in this Tariff.

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 COMMUNICATIONSSERVICESTARIFF
 

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## SECTION2-REGULATIONS(Continued)

## 2.17 ServiceResponseCredits(SRC)

2.17.1. Thefollowingliststheservicesthatares ubjecttooptionalSRCs:

- |     |                        |                    |
|-----|------------------------|--------------------|
| (A) | ExchangeAccessFRS      | PartI,Section5.8   |
|     | ExchangeAccessATMCRSII | PartI,Section5.10  |
|     | FrameRelayIII          | PartII,Section5.9  |
|     | ATMCRS                 | PartII,Section5.10 |
| (B) | NationalELS            | PartI,Section5.3   |
|     | NationalELS            | PartII,Section5.11 |

2.17.2. ServiceResponseCreditsapplytothefollo wingcategories:

- OnTimeProvisioning
- MeanTimetoRepair(MTTR)
- NetworkAvailability

TheServiceResponseCreditsapplyagainstthefoll owingrateelements:

- ATMCRSUNIPortwithAccessLineConnection
- ATMCRSIISPPortwithAccessLineConnection
- FRSUNIPortWithAccessLineConnection
- NationalELSEthernetVirtualCircuit(EVC)

## COMMUNICATIONSSERVICESTARIFF

## SECTION2-REGULATIONS(Continued)

## 2.17 ServiceResponseCredits(SRC)

## 2.17.3. General

## (A) MaximumAmountsofServiceResponseCredits

## (1) ServiceslistedinSection2.17.1(A)preceding

ThecombinedtotalofanyServiceResponseCredits appliedtoanindividualservicemay notexceedthefollowingthresholds:

- a. Foranycalendarmonth,thetotalmonthlyrecurr ingchargesbilledtothecustomer ofrecordforqualifyingindividualrateelement(s) forthatmonth.
- b. Foranycalendaryear,tenpercent(10%)ofthe totalannualrevenueoftheprior calendaryearbilledtothecustomerofrecordfor qualifyingrateelements,or \$200,000perindividualservice,whicheveristhel esser.Foranycalendaryearin thepriorcalendaryear,\$75,000 perindividualservice.

## (2) ServiceslistedinSection2.17.1(B)preceding

- a. Foranycalendarmonth,thetotalSRCsforaqua lifyingindividualrateelementsshall notexceedtwentypercent(20%)ofthetotalmonthlyrecu rringchargebilledtothecustomerofrecordforthatqualifyingindividualr ateelementforthatmonth.This limitationshallapplyevenifCustomerwaseligibl eforSRCsforarateelement undermorethanonemetric.Forinstance,iffora rateelementforacalendar monthCustomerwaseligibleforSRCsundertwometr ics(suchasMTTRand NetworkAvailability),theSRCduetoCustomerwoul dbelimitedto20%ofthe monthlyrecurringchargebilledtoCustomerfortha trateelementforthatmonth, eventhoughthetotaloftheSRCsprovidedforint hetwometricswhenadded togetherwouldbe40%ofthetotalmonthlyrecurringchar getbilledtoCustomerforthat rateelementforthatmonth.
- b. ThecombinedtotalofanyServiceResponseCredi tsappliedtoanindividual servicemaynotexceedthefollowingthreshold:Fo ranycalendaryear,tenpercent ranycalendaryear,tenpercent (10%)ofthetotalannualrevenueofthepriorcale ndaryearbilledtothecustomerof ndaryearbilledtothecustomerof rindividualservice,whicheveris rindividualservice,whicheveris thelesser.ForanycalendaryearinwhichaCusto merhadlessthan12fullmonths ofrevenueforqualifyingervicein thepriorcale ndaryearornoqualifyingervicein ndaryearornoqualifyingervicein vice.

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COMMUNICATIONSSERVICESTARIFF

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## SECTION2-REGULATIONS(Continued)

## 2.17 ServiceResponseCredits(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 of record, or have ordered the eligible rate elements. Company reserves the right to change, alter or discontinue the optional SRC plan at its discretion.
- (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 Frontier Telephone Companies Tariff F.C.C.No. 4 under Service Response Credit plans offered in such tariffs.
- (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 SR 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.

## COMMUNICATIONSSERVICESTARIFF

## SECTION2-REGULATIONS(Continued)

## 2.17 ServiceResponseCredits(SRC)(Continued)

## 2.17.4. ResponsibilityoftheCustomer(Continued)

## (B) QualificationsforFrameRelayService(FRS)Customers

FRSCustomerswillbeeligibleforSRCwhenthey meetthefollowingrequirements:

1. Subscribetoandmaintainaminimumof50FRSUserNetworkInterfaces(UNI) PortWithAccessLineConnections,eachofwhichmusthavebeenin-serviceforat leastonecalendarmonth;and
2. Customermusthaveatleast36monthsremaining inanapplicabletermplan commitmentperiodatthetimeofinitialsubscripti ontoSRC.Customermayrenew oextendanexistingtermplancommitmentperiodi nordertomeetthe36month minimumforinitialqualification.

## (C) QualificationsforAsynchronousTransferMode(ATM)CellRelay Service(CRS)Customers

ATMCRSCustomerswillbeeligibleforSRCwhent hey meetthefollowingrequirements:

1. Subscribetoandmaintainaminimumof25ATMCR SDS1UNIPortwithAccess LineConnections,eachofwhichmusthavebeenin-s erviceforatleastone calendarmonth;or
2. Subscribetoandmaintainaminimumof25ATMCR SDS1InterimInter-Switch SignalingProtocol(IISP)PortWithAccessLineCon nections,eachofwhichmust havebeenin-serviceforatleastonecalendarmonth;or
3. Subscribetoandmaintainaminimumof15ports usinganycombinationofATM CRSDS3,OC3corOC12cUNIPortwithAccessLineCo nnectionsorATMCRS DS3,OC3corOC12cIISPPortwithAccessLineConne ctions,eachofwhichmust havebeenin-serviceforatleastonecalendarmonth;and
4. Customermusthaveatleast36monthsremaining inanapplicabletermplan commitmentperiodatthetimeofinitialsubscripti ontoSRC.Customermayrenew oextendanexistingtermplancommitmentperiodi nordertomeetthe36month minimumforinitialqualification.

## COMMUNICATIONSSERVICESTARIFF

## 2.17 ServiceResponseCredits(SRC)(Continued)

## 2.17.5. OnTimeProvisioning

OnTimeProvisioningisdefinedasCompanyproviding servicetotheCustomernolater thantheFirmOrderCommitment(FOC)duedateprovidedbytheCompanyplustwenty-four(24)hours.Forthesepurposes,"providingservice"isdefinedassuccessful completionoftestingofthecircuit/connectionand rateelementbyCompany.TheFOC due dateisprovidedtoCustomeratthetimeanorderisverifiedfororderaccuracy, availabilityofrequiredfacilitiesandcomponents, andcompletionofdesignandordering relatedformsanddocuments(including,butnotlimitedto,networkdesign,configuration anddatagatheringform(s),andASRs).

IfCompanydoesnotmeettheFOCduedateplus24hoursforarateelement,dueto Companyreasons,anOn-TimeProvisioningSRCequal toapercentageoftheassociated monthlyrecurringchargefortherateelementfor themonthinwhichtheduedatewas missedwillapplyasfollows.

<u>SRCEligibleService</u>	<u>ApplicablePercentage</u>
ATM	50%
FRS	50%
NationalELS	20%

## (A) TheOn-TimeProvisioningSRCdoesnotapply:

1. Wherefacilitiesufficienttoprovisiontheorderdonotexist;
2. Wherespecialconstructionoffacilitiesisrequired;
3. WhentheFOCdateismissedbecausetheCustomerisnotreadytoacceptservice ontheFOCdate;
4. WhenCustomerchangestheorderafterreceiving theFOCdatefromCompany;
5. Onordersforwhichanexpeditedintervalhasbeenrequested;
6. Onordersfordisconnection;or
7. Whenoneormoreoftheconditionssetforthin Section2.17.8apply.

## COMMUNICATIONSSERVICESTARIFF

## SECTION2-REGULATIONS(Continued)

## 2.17 ServiceResponseCredits(SRC)(Continued)

## 2.17.6. MeanTimetoRepair(MTTR)

- (A) MTTRAppliestoaCustomer-reportedinterruptio nofserviceonasubscribedrate  
elementthatiswithintheCompany'snetwork(outsi deplantorcentraloffice).
- (B) InterruptionofServiceorTroubleisdefineda saconditionwhichrendersaservice  
unusabletotheCustomerduetoafailureofafaci litycomponentwithintheCompany's  
networkthatisusedtofurnishtheservice.TheC ompanyreservestherighttodetermine  
when the service is unusable based on its internal procedures. When the Customer  
reports trouble to the Company-designated entity fo rsuch reports, a trouble ticket is  
opened.
- (C) MTTRforacalendarmonthshallbetheaverage ofallticketoutageduration,orTimeto  
Repair(TTR),ascalculatedbyCompany.TheTTRis theRestoredDateandTime(the  
troubleticketclosedtime)minusthereportedDate andTime(thetroubleticketstarttime)  
minusanystopclocktimeassociatedwithhold,no accessorsuspendthatwaslogged  
againsttheTroubleReport.Stopclocktimeinclud es,butisnotlimitedto,thefollowing  
times:
1. PeriodswhenCustomertestingisoccurring.
  2. PeriodswhenCustomerisworkingonitsownCust omerPremisesEquipment(CPE)  
andhasnotyetreleasedthecircuit/connectionto Companyformaintenance,testing  
orrepair.
  3. PeriodswhentheCompanyisawaitingCustomerau thorizationtocommenceworkon  
thecircuit/connection.
  4. PeriodswhentheCompanyisdeniedaccesstopre misesorfacilitiesasnecessaryto  
diagnose,repairortestacircuit/connection.
  5. Periodsfollowingrepaiofacircuit/connection whenthe ticketisheldopenby  
Customertoensurethetroubleisresolved.
  6. Periodswhenpre-definedmaintenancewindowshav ebeenestablishedbetween  
CompanyandCustomer.
  7. ForNationalELS,serviceinterruptionsrelated toprovisioningofanewEVC.

MTTRiscalculatedbysummingTTRforallmeasured ticketsforCustomerforthemonth  
anddividingbythetotalnumberofticketsfortha tCustomerduringthatmonth.

## COMMUNICATIONSSERVICESTARIFF

## SECTION2-REGULATIONS(Continued)

## 2.17 ServiceResponseCredits(SRC)(Continued)

## 2.17.6. MeanTimetoRepair(MTTR)(Continued)

## (C) (Continued)

MTTRexcludesanysubsequentreports(i.e.,addition of Customer inquiries while the trouble is pending), CPE troubles, trouble found on the Customer's side of the point of demarcation, not 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 AT Mand 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 National ELS, when the overall MTTR is greater than 4 hours, SRCs apply as follows:

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.

## COMMUNICATIONSSERVICESTARIFF

## SECTION2-REGULATIONS(Continued)

## 2.17 ServiceResponseCredits(SRC)(Continued)

## 2.17.7. NetworkAvailability

NetworkAvailabilityreferstothepercentageoftimeserviceisavailableforusebyCustomer.The Availabilityis99.90%inacalendarmonth.

meoverameasuredcalendarmonththat CompanythresholdforNetwork

NetworkAvailabilityiscalculatedbaseduponthetotalnumberofminutesinacalendar monththataCustomerwasactuallyinservice dividedbythetotalnumberofminutesin thatmonththataCustomercouldhavebeeninserviceforagivensetofservice component(s).

otalnumberofminutesinacalendar edbythetotalnumberofminutesin ceforagivensetofservice

NetworkAvailability=(1,440minutesxnumberof components)-(Numberofminuteservicewasinterr dividedbythepossible numberofavailableminutes numberofdaysinmonthxnumberofservice compone

aysinmonthxnumberofservice uptedduringmonth)andthen forthemonth(1,440minutesx nts).

<u>SRC Eligible Service</u>	<u>Service Component Used in Calculation</u>
ATM	Permanent Virtual Circuit (PVC)
FRS	PVC
National ELS	EVC

Forexample: A customer has 50 PVCs in the month of minutes per day. Three PVCs were out of service over 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. 2,231,640 minutes of actual customer network availability. 2,232,000 which equals that customer's July Network

f July. July has 31 days; 1,440 er the course of the month for 120 ailability would be calculated by (1,440 s less 360 minutes out of service = bility. 2,231,640 is divided by Availability of 99.98%.

## COMMUNICATIONSSERVICESTARIFF

## SECTION2-REGULATIONS(Continued)

## 2.17 ServiceResponseCredits(SRC)(Continued)

## 2.17.7. NetworkAvailability(Continued)

TheNumberofMinutesOutOfServiceiscomputedin thesamefashionasthenumberof minutesforTimetoRepair.IfoverallNetworkAva ilabilityislessthanthethresholdof 99.90%,thenaNetworkAvailabilitySRCEqualtoa percentageoftheassociatedmonthly recurringcharge(MRC)willapplyfortheapplicabl eindividualrateelementsforthe servicecomponentsthatdonotachievethethreshol d.TheCompanywillnotroundupthe calculationto reachthe99.90%threshold.

<u>SRCEligibleService</u>	<u>ApplicablePercentage</u>
ATM	10%
FRS	10%
NationalELS	20%

TheNetworkAvailabilityServiceResponseCreditdo esnotapply:

1. WhenCustomerfailstoreporttheoutagetoComp any.
2. Whenacircuit/connectionhasbeeninservicefo rlessthanonefullcalendar month.
3. Whentoneormoreoftheconditionssetforthin Section2.17.8apply.

## COMMUNICATIONSSERVICESTARIFF

## SECTION2-REGULATIONS(Continued)

## 2.17 ServiceResponseCredits(SRC)(Continued)

## 2.17.8. WhenaServiceResponseCreditDoesNotApply

ServiceResponseCreditsdonotapplyunderthefollowingconditions:

1. ThenegligenceofCustomerorotherpartyauthorizedbyCustomertouse the service;
2. Interruptions,failuresordelaysduetopower, equipment,serviceorsystemsnot providedbyCompany;
3. Interruptions,failuresordelaysinCustomerownedorinstalledequipment;
4. Interruptions,failuresordelaysatanytimein whichCompanyorCompany's agentsarenotgrantedreasonableaccessto the premiseswhereaccesslines associatedwiththeserviceareterminated;
5. Interruptions,failuresordelaysas aresultof Customerauthorizedmaintenance, rearrangementofservicesorimplementationofan order;
6. Interruptions,failuresordelaysresultingfrom aCustomer'srefusaltorelease service(s)fortestingand/orrepair;
7. Interruptions,failuresordelaysduetoactsof Godorthepublicenemy, compliancewithanyorderofanygovernmentalauthority,actsofterrorism,war, rebellion,insurrectionorsabotageordamageresultingtherefrom,fires,floods, earthquakes,unusuallysevereweather,explosions, washouts,rulesand regulationswithregardto commoncarriers,accidents,epidemics,breakdowns, riots,strikesorotherconcertedactsofitsemployees,whetherdirectorindirect, lockoutsorotherindustrialdisturbances,whether direct or indirect,worms, virusesorothercontaminantsthatmaycausedamage toordisablesoftware, computerorelectronicssystems,orany similarcause,orothercausesbeyond suchparty'sreasonablecontrol;
8. Interruptions,failuresordelaysduetothehours of scheduledmaintenanceand scheduleddowntimeswhereCustomerhasreceivedprior notificationfromthe Company;
9. ForNationalELS,interruptions,failuresordelaysduringperiodsthat maintenanceandnetworkupgradesarebeingperformed;or
10. Duringperiodsof temporarydiscontinuance as set forth inSection2.4preceding.

## COMMUNICATIONSSERVICESTARIFF

## SECTION2-REGULATIONS(Continued)

- 2.18 SaleorTransferofanOperatingTelephoneCom pany'sAssetsand/orStocktoanUnaffiliated ThirdParty

ThisSection2.18shallapply(i)iftheTelephone Companysellsortransfersalloraportionofthe assetsorstockofanOperatingTelephoneCompany( e.g.,FrontierCommunicationsofthe CarolinasInc.)toanunaffiliatedthirdparty("Transfer");and(ii)aserviceofferingorServiceLe vel Agreement(SLA)ofthistariffreferencedinthisS ection2.18doesnotincludetermsand conditionsrelatingtoaTransfer.

## 2.18.1. General

ThetermsandconditionssetforthinSection2.18. 2followingshallapply:

- (A) whenacustomersubscribestoaserviceofferin gorSLAunderthistariffthataggregates thecustomer'spurchasesfromtheTelephoneCompany tomeasurecompliancewith suchserviceofferingorthecustomerparticipates inaSLAthataggregatesthe customer'smeasuredtransactions,and:
- (B) theserviceofferingorSLAdoesnotincludete rmsandconditionspertainingtoaTransfer; and
- (C) asaresultoftheTransfer,oneormoreofthe followingconditionsoccurssolelyasaresult oftheTelephoneCompanynolongerprovidingthesa mequantityofservices:
  - (1) thecustomernolongersatisfiesthemimumre quirementsoftheservice offeringorSLA;
  - (2) thecustomerissubjecttoarelatedpenalty,t erminationliabilityorcancellation;
  - (3) thecustomerissubjecttoachangeinthetier ofavolumetableoraratetable; and
  - (4) thecustomerissubjecttoachangeintherate leveloftheserviceoffering.

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COMMUNICATIONSSERVICESTARIFF

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## SECTION2-REGULATIONS(Continued)

2.18 SaleorTransferofanOperatingTelephoneCom pany'sAssetsand/orStocktoanUnaffiliated ThirdParty(Continued)

2.18.2 UndertakingoftheTelephoneCompanyFollow ingaTransfer

Whentheconditionssetforthin2.18.1precedinge xist,theTelephoneCompanywill utilizethefollowingtermsandconditions,asappl icable.

(A) Iftheserviceofferingincludesspecificminim umorderingrequirementsforparticipation, orrequiresthatthecustomerachieveaminimumnum berofservices,minimumnumber ofrateelements,and/orminimumrevenuewithinasp ecificgeographicareainorderto continueitssubscriptiontotheserviceofferingo rparticipationinapricingplanforsuch serviceoffering(each,a **MinimumRequirement** ),theTelephoneCompanywillapplythe termsandconditionsofthisSection2.8.2(A).The followingserviceofferingshave MinimumRequirementsthataresubjecttothisSecti on2.8.2(A):

- FrameRelayServiceRateStabilityPlanassetfo rthinPartI,Section5.8.2(E) following;and

IntheeventofaTransfer,thefollowingapplies.

1. TheTelephoneCompanywill,consistentwiththe serviceoffering,determineif thecustomersatisfiestheMinimumRequirementfor theserviceofferingwiththe reducedquantityofservicestheTelephoneCompany providestothecustomer followingtheTransfer;and

## COMMUNICATIONSSERVICESTARIFF

## SECTION2-REGULATIONS(Continued)

2.18 SaleorTransferofanOperatingTelephoneCom pany'sAssetsand/orStocktoanUnaffiliated ThirdParty(Continued)

2.18.2 UndertakingoftheTelephoneCompanyFollow ingaTransfer(Continued)

(A) (Continued)

2. ifthecustomerdoesnotsatisfytheMinimumReq uirementfollowingtheTransfer, determineifthecustomerwouldhavesatisfiedthe MinimumRequirementthadthe Transfernoteoccurred.Ifthecustomerwouldhaves atisfiedtheMinimum RequirementthadtheTransfernoteoccurred,thenno furtheractionsshallbetaken andthecustomerwillbeconsideredtohavesatisfi edtheMinimumRequirement. IfthecustomerwouldnothavesatisfiedtheMinimu mRequirementthadthe Transfernoteoccurred,thentheTermsandcondition sfor suchresultshallapply undertheapplicableServiceoffering,exceptthat thecalculationofanypenalty associatedwithnotsatisfyingtheMinimumRequirem entshallbereducedpro- ratatoreflecttheTransfer.Uponrenewalofthec ustomer'scommitmentperiod forsuchServiceofferingorsubsequentsubscriptio ntosuchServiceoffering,as applicable,thetermsandconditionssetforthint heapplicableSection(s)ofthis thetariffshallapply,includingSatisfyingtheMi nimumRequirementforsuch serviceofferingusingonlythequantityofservice sthecustomerpurchasesfrom theTelephoneCompanyatthetimeofrenewalorsub sequentsubscription.

Forexample,assumeFrontierWestVirginiaInctran sfersaportionofitsassetstoan unaffiliatedthirdparty.Assumethatacustomersu bscribestotheFrameRelayService RateStabilityPlanunderPartI,Section5.8.2(E) followingwhichincludesaminimum servicerequirementofthreehundred(300)56kbps UNIPortwithAccessLine Connections.Furtherassumethatforty-five(45)56 kbpsUNIPortwithAccessLine Connectionsweretransferredtotheunaffiliatedth irdpartyasaresultoftheTransferand thatatthenextscheduledreviewofthecustomer's minimumservicerequirement,the customerhastwohundredseventy(270)ofsuchconn ectionsin-service,makingthe customershortoftheminimumservicerequirementb ythirty(30)56kbpsUNIPortwith AccessLineConnections.Suchshortagewhichwould normallyincurapenaltytothe customer.Inthiscase,theTelephoneCompanywould determineifthecustomerwould haveachievedatleastthreehundred(300)56kbps UNIPortwithAccessLine Connections.IftheTransfernoteoccurredbyadding (i)theforty-five(45)56kbpsUNI PortwithAccessLineConnectionstransferredtoth eunaffiliatedthirdparty;and(ii)the twohundredseventy(270)in-service56kbpsUNIPo rtwithAccessLineConnections,the totalofwhichisthreehundredfifteen(315)56kb psUNIPortwithAccessLine Connections,theresultofwhichisthecustomersa tisfyingtheMinimumRequirementfor theservice.

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 COMMUNICATIONSSERVICESTARIFF
 

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## SECTION2-REGULATIONS(Continued)

2.18 SaleorTransferofanOperatingTelephoneCom pany'sAssetsand/orStocktoanUnaffiliated ThirdParty(Continued)

2.18.2 UndertakingoftheTelephoneCompanyFollow ingaTransfer(Continued)

(B) ForServiceLevelAgreements(SLAs),acustomer whoparticipatesinaSLApriorto Transfer,regardlessofwhetherornot thecustomerisabletosatisfytherequirement(s) oftheSLAusingthereducedquantityof services,theTelephoneCompanyprovidestothe cust omerfollowingaTransfer.The followingSLAissubjecttothisSection2.18.2(B):

- ServiceResponseCreditsassetforthinSection 2.17preceding.

Forexample,assumeFrontierWestVirginiaInctran sfersaportionofitsassetstoan unaffiliatedthirdparty.FurtherassumethataFra meRelayServicecustomersubscribes totheServiceResponseCreditsunderSection2.17 preceding.TheServiceResponse Creditsrequirethatthecustomermaintainatleast fifty(50)FRSUserNetworkInterface PortwithAccessLineConnections.Finally,assume thatimmediatelyfollowingthe Transfer,thecustomerhasonlyforty-four(44)FRS UserNetworkInterfacePortwith AccessLineConnectionswhichwouldnormallymaket hecustomerineligibletocontinue itssubscriptiontotheServiceResponseCredits.I nthiscase,thecustomerwillbe allowedtocontinueitssubscriptiontotheService ResponseCredits.

## COMMUNICATIONSSERVICESTARIFF

## SECTION2-REGULATIONS(Continued)

## 2.19 InitialTransferofAssetsfromPredecessorCompany

Theoriginalissuingcarriersofthisstariffwererecreatedbyatransferofassetsfromanunaffiliated thirdparty.ThisSection2.19governstreatmentofcustomerswho,atthetimeofthetransferof assetsfromthepredecessorcompany,subscribedtoaserviceofferingunderthisstariffthat aggregatesthecustomer'spurchasesfromtheTelephoneCompanytomeasurecompliancewith suchserviceofferingorparticipatedinaSLCthat aggregatesthecustomer'smeasured transactions.

2.19.1 Whenacustomersubscribestoaserviceofferingunderthisstariffthataggregatesthe customer'spurchasesfromtheTelephoneCompanytomeasurecompliancewithsuch serviceofferingorthecustomerparticipatesinaSLAthataggregatesthecustomer's measuredtransactions,andtheserviceofferingorSLAincludestermsandconditions pertainingtoatransfer,thetermsandconditions pertainingtoatransferwillapplytothat serviceofferingorSLAasiftheTelephoneCompanywerethepredecessorcompany.

2.19.2 Whencustomersubscribestoaserviceofferingunderthisstariffthataggregatesthe customer'spurchasesfromtheTelephoneCompanytomeasurecompliancewithsuch serviceofferingorthecustomerparticipatesinaSLAthataggregatesthecustomer's measuredtransactions,andtheserviceofferingorSLAdoesnotincludetermsand conditionspertainingtoaTransfer,Sections2.18 precedingwillapplyasiftheTelephone Companywerethepredecessorcompany.

Forexample,ifacustomersubscribedtoaserviceofferingwiththepredecessor companythataggregatesthecustomer'smeasuredtransactions,andthetransferof assetsresultedinthecustomermeetingtheconditionsdescribedin2.18.1(B)and(C) precedingwithrespecttotheassetstransferredtotheTelephoneCompany,the provisionsof2.18.2precedingwillapplywithrespecttoproratinganyMinimum Requirements.

(N)

(N)