

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements (Cont'd)2.7.3 National Service Level Agreements (National SLAs) (Cont'd)2.7.3.5 Revised National SLA Plan for Qualifying Services (Cont'd)

(N) #

(A) General (Cont'd)

(8) Threshold Measurements

- (a) Threshold measurements for a customer for the "DS1" Service Category under (C)(3), (D) and (E)(3) following will include the customer's and customer's Affiliates'* "DS1" Qualifying Services measured under the Revised National SLA Plans for Qualifying Services set forth in this Section 2.7.3.5 and the Verizon Telephone Companies Tariff F.C.C. No. 11, Section 2.8.3.4, Tariff F.C.C. No. 14, Section 2.8.3.4, and Tariff F.C.C. No. 16, Section 2.7.3.4.

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- (b) Threshold measurements for a customer for the "DS3" Service Category under (C)(3), (D) and (E)(3) following will include the customer's and customer's Affiliates' "DS3" Qualifying Services measured under the Revised National SLA Plans for Qualifying Services set forth in this Section 2.7.3.5 and the Verizon Telephone Companies Tariff F.C.C. No. 11, Section 2.8.3.4, Tariff F.C.C. No. 14, Section 2.8.3.4, and Tariff F.C.C. No. 16, Section 2.7.3.4.

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- (9) Except as provided in Section 2.7.3.5(E)(4), the Revised National SLA Plan measurement period will be based on a calendar month.

- * As used in this Section 2.7.3.5, **Affiliate**, as to a customer subscribing to the Revised National SLA Plan, means any individual, partnership, association, joint-stock company, limited liability company, trust, corporation, governmental entity, or other person or entity, that controls, is controlled by, or is under common control with, the customer.

(N) #

Provisions expire December 31, 2014 unless sooner cancelled or changed.

(N)

(x) Issued under authority of Special Permission No. 12-xxx of the Federal Communications Commission.

(N)

(This page filed under Transmittal No. xxx)

Issued: Draft 4

Effective:

Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

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(N) #

(B) Subscription and Term of the Revised National SLA Plan

(1) To participate in the Revised National SLA Plan, the customer must submit a subscription, in writing, to the Telephone Company during the open subscription period identified in (B)(5) following. The subscription shall include information needed by the Telephone Company to identify the customer and the Qualifying Services (including, for example, an Access Customer Name Abbreviation (ACNA) for the customer or a list of all Billing Account Numbers (BANs) and circuit IDs for Qualifying Services). If an ACNA for the customer is not provided in the initial subscription, the customer must provide the Telephone Company with information for each new Qualifying Service ordered subsequent to the initial subscription to the Revised National SLA Plan.

(2) In order for a customer to subscribe to the Revised National SLA Plan under this tariff, the customer also must subscribe to the Revised National SLA Plans for Qualifying Services set forth in the Verizon Telephone Companies Tariff F.C.C. No. 11, Section 2.8.3.4, Tariff F.C.C. No. 14, Section 2.8.3.4, and Tariff F.C.C. No. 16, Section 2.7.3.4, to the extent the customer at any time while this Revised National SLA Plan is in effect subscribes to services that are eligible for inclusion in such other Revised National SLA Plans.

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(3) In order for a customer to subscribe to the Revised National SLA Plan under this tariff, all of the customer's Affiliates also must subscribe to the Revised National SLA Plans for Qualifying Services set forth in the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 2.7.3.5, Tariff F.C.C. No. 11, Section 2.8.3.4, Tariff F.C.C. No. 14, Section 2.8.3.4, and Tariff F.C.C. No. 16, Section 2.7.3.4, to the extent the customer's Affiliates at any time while this Revised National SLA Plan is in effect subscribe to services that are eligible for inclusion in such Revised National SLA Plans.

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(N) #

(B) Subscription and Term of the Revised National SLA Plan (Cont'd)

- (6) A customer may terminate its subscription for the Revised National SLA Plan by providing written notice of termination to the Telephone Company. If the customer's notice of termination is received by the Telephone Company on or before the 20th day of a calendar month, the termination shall be effective at 11:59 p.m. on the last day of the calendar month in which such notice of termination is received by the Telephone Company. For instance, if the Telephone Company receives the notice of termination on October 19th, the termination will be effective at 11:59 p.m. on October 31st. If the customer's notice of termination is received by the Telephone Company after the 20th day of a calendar month, the termination will be effective at 11:59 p.m. on the last day of the calendar month following the calendar month in which the Telephone Company receives the notice of termination. For instance, if the Telephone Company receives the notice of termination on October 27th, the termination will be effective at 11:59 p.m. on November 30th. If a customer elects to terminate its subscription for the Revised National SLA Plan, the customer must also terminate its subscription to the Revised National SLA Plans for Qualifying Services under the Verizon Telephone Companies Tariff F.C.C. No. 11, Section 2.8.3.4, Tariff F.C.C. No. 14, Section 2.8.3.4, and Tariff F.C.C. No. 16, Section 2.7.3.4. The customer's notice of termination of its subscription under any of the Revised National SLA Plans for Qualifying Services under this tariff or the Verizon Telephone Companies Tariff F.C.C. No. 11, Section 2.8.3.4, Tariff F.C.C. No. 14, Section 2.8.3.4, and Tariff F.C.C. No. 16, Section 2.7.3.4, shall be deemed to be notice of the customer's termination of its subscription under all of these plans. The customer's notice of termination of its subscription under any of the Revised National SLA Plans for Qualifying Services under this tariff or the Verizon Telephone Companies Tariff F.C.C. No. 11, Section 2.8.3.4, Tariff F.C.C. No. 14, Section 2.8.3.4, and Tariff F.C.C. No. 16, Section 2.7.3.4, also shall be deemed to be notice of the customer's Affiliates' termination of their subscriptions under all of these plans. If a customer terminates its subscription to the Revised National SLA Plan, following such termination, neither the customer nor any of its Affiliates may subscribe to the Revised National SLA Plan.

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(N) #

(C) On Time Provisioning

(1) On Time Provisioning is defined as the Telephone Company providing an individual Qualifying Service to the customer no later than the confirmed Service Date (Due Date) (as defined in Section 5.2.3(B)(2) following) provided by the Telephone Company to the customer. The Due Date is provided to the customer after the order has been verified for order accuracy, completion of ordering and design related forms and documents (including, by way of example, network design, configuration, and data gathering form(s), and ASRs), and, where the Telephone Company verifies availability of required facilities and components prior to provision of the Due Date to the customer, availability of required facilities and components.

(2) Subject to Section 2.7.4(A) following, failure to meet the Due Date for installation of an individual Qualifying Service due to Telephone Company reasons will result in a one-time credit equal to the applicable nonrecurring installation charges (described in Section 7.4.1 following) billed to the customer for that individual Qualifying Service.

(3) On Time Provisioning

(a) This Section 2.7.3.5(C)(3) shall apply for a given calendar month, for an eligible Service Category (DS1, DS3) only if the following conditions are met for that calendar month, for that eligible Service Category:

DS1 Service Category: there are one (1) or more individual Qualifying Services measured under this Section 2.7.3.5(C)(3) for the customer for the given calendar month, and a total of 50 or more individual Qualifying Services measured under this Section 2.7.3.5(C)(3) and under the Verizon Telephone Companies Tariff F.C.C. No. 11, Section 2.8.3.4(C)(3), Tariff F.C.C. No. 14, Section 2.8.3.4(C)(3), and Tariff F.C.C. No. 16, Section 2.7.3.4(C)(3), for the customer and the customer's Affiliates for the given calendar month.

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DS3 Service Category: there are one (1) or more individual Qualifying Services measured under this Section 2.7.3.5(C)(3) for the customer for the given calendar month, and a total of 20 or more individual Qualifying Services measured under this Section 2.7.3.5(C)(3) and under the Verizon Telephone Companies Tariff F.C.C. No. 11, Section 2.8.3.4(C)(3), Tariff F.C.C. No. 14, Section 2.8.3.4(C)(3), and Tariff F.C.C. No. 16, Section 2.7.3.4(C)(3), for the customer and the customer's Affiliates for the given calendar month.

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(N) #

(D) Due Date Timeliness (Cont'd)

(2) (Cont'd)

- (d) ASRs where facilities to provide the requested Qualifying Service(s) are not available.
- (e) ASRs for which the Telephone Company constructs facilities.
- (f) ASRs that are for activities other than a new installation of a Qualifying Service (e.g., adds to an existing service, rearrangements, changes, moves, disconnects, or conversions from another class or type of service).
- (g) ASRs for which the customer changes the Due Date after receiving the Due Date from the Telephone Company.
- (h) ASRs that are canceled.

(3) This Section 2.7.3.5(D) shall apply for a given calendar month, for an eligible Service Category (DS1, DS3) only if the following conditions are met for that calendar month, for that eligible Service Category:

DS1 Service Category: there are one (1) or more Qualifying Services ASRs measured under this Section 2.7.3.5(D) for the customer for the given calendar month, and a total of 50 or more Qualifying Services ASRs measured under this Section 2.7.3.5(D) and under the Verizon Telephone Companies Tariff F.C.C. No. 11, Section 2.8.3.4(D), Tariff F.C.C. No. 14, Section 2.8.3.4(D), and Tariff F.C.C. No. 16, Section 2.7.3.4(D), for the customer and the customer's Affiliates for the given calendar month.

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DS3 Service Category: there are one (1) or more Qualifying Services ASRs measured under this Section 2.7.3.5(D) for the customer for the given calendar month, and a total of 20 or more Qualifying Services ASRs measured under this Section 2.7.3.5(D) and under the Verizon Telephone Companies Tariff F.C.C. No. 11, Section 2.8.3.4(D), Tariff F.C.C. No. 14, Section 2.8.3.4(D), and Tariff F.C.C. No. 16, Section 2.7.3.4(D), for the customer and the customer's Affiliates for the given calendar month.

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(4)

- (a) For each calendar month, for each eligible Service Category (DS1, DS3), the Telephone Company will determine the percentage of all of the customer's and customer's Affiliates' ASRs for Qualifying Services completed during that month for which the Due Date was on or prior to the Measurement Date.

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(c) Only one credit under this Section 2.7.3.5(E)(2) will be applied for a calendar month for an individual Qualifying Service, regardless of the number of trouble tickets on that individual Qualifying Service or the duration of the trouble tickets. For any calendar month, the credits applied pursuant to this Section 2.7.3.5(E)(2) for an individual Qualifying Service may not exceed one month of the monthly recurring charges billed to the customer for that individual Qualifying Service for that calendar month. The monthly recurring charges for the individual Qualifying Service will consist of all applicable monthly recurring rate elements charged to that individual Qualifying Service.

(3) Long Duration Time To Restore

(a) This Section 2.7.3.5(E)(3) shall apply for a given calendar month, for an eligible Service Category (DS1, DS3) only if the following conditions are met for that calendar month, for that eligible Service Category:

DS1 Service Category: there are one (1) or more Qualifying Services closed trouble tickets measured under this Section 2.7.3.5(E)(3) for the customer for the given calendar month, and there are 10 or more Qualifying Services closed trouble tickets measured under this Section 2.7.3.5(E)(3) and under the Verizon Telephone Companies Tariff F.C.C. No. 11, Section 2.8.3.4(E)(3), Tariff F.C.C. No. 14, Section 2.8.3.4(E)(3), and Tariff F.C.C. No. 16, Section 2.7.3.4(E)(3), for the customer and the customer's Affiliates for the given calendar month.

DS3 Service Category: there are one (1) or more Qualifying Services closed trouble tickets measured under this Section 2.7.3.5(E)(3) for the customer for the given calendar month.

(b) This metric measures for all measured trouble tickets closed in a calendar month for the customer and customer's Affiliates for each category of Qualifying Services (DS1, DS3) the percentage of measured trouble tickets for which the Time to Restore (TTR) was 18 hours or less.

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