SERVICE RESPONSE CREDITS

A. AVAILABILITY OF SERVICE (N)

1. The following lists the Services that are subject to optional Service Response Credits (**SRCs**):

   a. Frame Relay Service (**FRS**)

   b. Asynchronous Transfer Mode (**ATM**) Cell Relay Service (**CRS**)

2. Service Response Credits apply to the following categories:

   Mean Time to Repair (**MTTR**)
   Network Availability

3. The Service Response Credits apply against the following rate elements:

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

   FRS UNI Port with Access Line Connection

B. GENERAL

1. Maximum Amounts of Service Response Credits

   The combined total of any Service Response Credits applied to an individual Customer may not exceed the following thresholds:

   - For any calendar month, the total monthly recurring charges billed to the Customer of record for qualifying individual rate element(s) for that month
   - For any calendar year, ten percent (10%) of the total revenue of the prior calendar year billed to the Customer of record for qualifying rate elements, or $200,000 per individual Service, whichever is the lesser. For any calendar year in which a Customer did not have qualifying Service in the prior calendar year, $75,000 per individual Service.

2. To receive SRCs on eligible rate elements, Customer must have rate elements listed in its initial subscription submitted under Section (A)(1)(a) preceding based on the established Customer of record, or have ordered the eligible rate elements subsequent to its initial subscription. The Company reserves the right to change, alter or discontinue the optional SRC plan at its discretion.

3. All Service performance and provisioning measurements are conducted using Company monitoring systems and procedures. The 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 (E) and (F) following, the Company shall include data measured from throughout the operating territories.

4. To receive credit, the Company must receive from the Customer a written request for credit within 30 calendar days of the end of the SRC monitoring period. The Customer's request for credit must be submitted to the appropriate Company entity (office or interface) in a manner prescribed by the 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.

(N)

SERVICE RESPONSE CREDITS

C. RESPONSIBILITY OF THE CUSTOMER (N)

1. General

To participate in the SRC plan, the Customer must meet the qualifications set forth in Section C2 following for FRS and Section C3 following for ATM CRS, and, for both Services, submit a subscription in writing, including a list of all qualifying rate elements. The Company reserves the right to change, alter or discontinue the optional SRC plan at its discretion.

2. Qualifications for Frame Relay Service Customers

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

- Subscribe to and maintain a minimum of 50 FRS User Network Interfaces (**UNI**) Port With Access Line Connections, each of which must have been in-Service for at least one calendar month; and
- Customer must have at least 36 months remaining in an applicable term plan commitment period at the time of initial subscription to SRC.

3. Qualifications for ATM CRS Customers

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

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

SERVICE RESPONSE CREDITS

D. MEAN TIME TO REPAIR (**MTTR**) (N)

1. MTTR applies to a Customer-reported interruption of Service on a subscribed rate element that is within the Company's network (outside plant or central office).

2. Interruption of Service or Trouble is defined as a condition which renders a Service unusable to the Customer due to a failure of a facility component within the Company's network that is used to furnish the Service. The Company reserves the right to determine when the Service is unusable based on its internal procedures. When the Customer reports trouble to the Company-designated entity for such reports, a trouble ticket is opened.

3. MTTR for a calendar month shall be the average of all ticket outage duration, or Time to Repair (**TTR**), as calculated by the Company. The TTR is the Restored Date and Time (the trouble ticket closed time) minus the reported Date and Time (the trouble ticket start time) minus any stop clock time associated with hold, no access or suspend that was logged against the Trouble Report. Stop clock time includes, but is not limited to, the following times:

   a. Periods when Customer testing is occurring.
   b. Periods when Customer is working on its own Customer Premises Equipment (**CPE**) and has not yet released the circuit/connection to the Company for maintenance, testing or repair.
   c. Periods when the Company is awaiting Customer authorization to commence work on the circuit/connection.
   d. Periods when the Company is denied access to premises or facilities as necessary to diagnose, repair or test a circuit/connection.
   e. Periods following repair of a circuit/connection when the ticket is held open by the Customer to ensure the trouble is resolved.
   f. Periods when pre-defined maintenance windows have been established between the Company and the Customer.

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

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

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

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

   a. 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.
   b. A credit equal to 100% of the MRC applies per rate element that was the subject of a trouble ticket during the monitoring period whose open duration exceeded 8 hours.

4. The MTTR SRC does not apply:
   a. When the Customer fails to report the outage to the Company;
   b. When a circuit/connection has been in Service for less than one full calendar month;
   c. When an interruption of Service is 4 hours or less; or
   d. When one or more of the conditions set forth in Section G following apply. (N)

SERVICE RESPONSE CREDITS

E. NETWORK AVAILABILITY (N)

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

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

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

SRC Eligible Service	Service Component Used in Calculation
ATM	port
FRS	port

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

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

SRC Eligible Service	Applicable Percentage
ATM	10%
FRS	10%

The Network Availability SRC does not apply:

1. When a 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 one or more of the conditions set forth in Section G following apply. (N)

SERVICE RESPONSE CREDITS

F. WHEN A CREDIT DOES NOT APPLY (N)

Service Response Credits do not apply under the following conditions:

1. The negligence of the Customer or other party authorized by the Customer to use the Service;

2. Interruptions, failures or delays due to power, equipment, Service or systems not provided by the Company;

3. Interruptions, failures or delays in Customer-owned or installed equipment;

4. Interruptions, failures or delays at any time in which the Company or the Company's agents are not granted reasonable access to the premises where access lines associated with the Service are terminated;

5. Interruptions, failures or delays as a result of Customer authorized maintenance, rearrangement of Services or implementation of an order;

6. Interruptions, failures or delays resulting from a Customer's refusal to release Service(s) for testing and/or repair;

7. Interruptions, failures or delays due to acts of God or the public enemy, compliance with any order of any governmental authority, acts of terrorism, war, rebellion, insurrection or sabotage or damage resulting therefrom, fires, floods, earthquakes, unusually severe weather, explosions, washouts, rules and regulations with regard to common carriers, accidents, epidemics, breakdowns, riots, strikes or other concerted acts of its employees, whether direct or indirect, lockouts or other industrial disturbances, whether direct or indirect, worms, viruses or other contaminants that may cause damage to or disable software, computer or electronic systems, or any similar cause, or other causes beyond such party's reasonable control;

8. Interruptions, failures or delays due to the hours of scheduled maintenance and scheduled downtimes where Customer has received prior notification from the Company;

9. During periods of temporary discontinuance as set forth in Part 0, Section 2. (N)