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March 30, 2007

Ms. Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, Rhode Island 02888

Dear Ms. Massaro:

We are filing, herewith, for effect April 29, 2007, tariff material consisting of:

RI PUC No. 15

Part/Section	Revision of Page(s)	Original of Page(s)
TOC	45	N/A
D/1	11	11.1, 11.2, 11.3, 11.4, 11.5, and 11.6

This tariff filing provides for the introduction of Service Level Agreements with Service Response Credits for Transparent LAN Service customers. Transparent LAN Service is a high-speed data service that uses an optical fiber network to allow for the interconnection of Local Area Networks (LANs) across selected metropolitan areas. TLS delivers interfaces of 10 Mbps, 100 Mbps, and 1000 Mbps from the customer's LANs to the shared network. Service Level Agreements (SLAs) will provide Transparent LAN Service customers with Service Response Credits (SRCs) applied to their Verizon telephone bill if Verizon fails to meet certain operational and network thresholds. SLAs are available at no additional charge or fee to the customer.

Verizon certifies that the rates for the TLS with Service Response Credits are not less than the Long-run Incremental Cost of providing the service.

If you have any questions regarding this filing, please contact Frances O'Neill-Cunha of my staff at 401 525-3560.

Enclosed are an original and nine copies of the tariff material. Please return a copy of this letter and the tariff pages marked "Duplicate" with your stamp of receipt.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Theresa L. O'Brien", with a long horizontal flourish extending to the right.

Theresa L. O'Brien

Attachments

Transparent LAN Service

Introduction of Service Level Agreements and Service Response Credits

Executive Summary March 2007

Description of Service

Transparent LAN Service (TLS) is a high-speed data service which uses a shared optical transport network to allow for the interconnection of Local Area Networks (LANs) across selected metropolitan areas. TLS delivers an interface of 10 Mbps, 100 Mbps or 1000 Mbps from Customer's LANs to the shared network. TLS creates a network with the ability to function as a shared public network. TLS protects data privacy by using specialized screening software which permits subscribers to access only their data.

TLS is available as two service types: Ethernet Multipoint Service (EMS) or Ethernet Relay Service (ERS) Standard. Ethernet Multipoint Service (EMS) is a connection-less Ethernet TLS service that allows connectivity among multiple customer designated locations within a LATA. Ethernet Relay Service (ERS) Standard is a connection-oriented Ethernet TLS service that allows for point-to-point connectivity between customer designated locations within a LATA.

Description of Changes

Service Level Agreements (SLAs) provide Transparent LAN Service customers with Service Response Credits (SRCs) applied to their Verizon telephone bill if Verizon fails to meet certain operational and network thresholds. SLAs are available at no additional charge or fee to the customer.

A customer is eligible for SLA Service Response Credits as long as the customer adheres to certain conditions. The TLS SLA specifies performance criteria against which actual performance for TLS will be compared on a monthly basis.

Most leading service providers have incorporated SLAs into their national service offerings. To remain competitive, Verizon supports SLAs capable of rivaling other carriers' similar service offerings. Currently, TLS EMS or ERS Service Level Agreements include Operational and Performance metrics. Operational Metrics include Mean Time to Repair (MTTR) and Network Availability (NA). Performance Metrics include Data Delivery, Delay, and Jitter.

Customer Benefits

Customers will benefit from Service Level Agreements (SLAs) because Verizon will not only benchmark thresholds for Operational and Performance service parameters, but also provide service response credits for any qualifying service violations. This gives the customer financial guarantees of Verizon's service. Implementation of SLAs enables Verizon to remain competitive in the marketplace by providing a guarantee for TLS and increasing customer satisfaction levels.

Operational Metrics for EMS and ERS

Network Availability

Network availability is the total amount of time during a calendar month that the Service is available for use by the customer. Network Availability is calculated on the overall customer network using individual Service Elements as follows: $NA = ((24 \times \text{Number of Days in Month} \times \text{Number Service Elements}) - (\text{Number of Hours Out of Service during Month})) / (24 \times \text{Number of Days in Month} \times \text{Number of Service Elements})$. Number of Hours Out-of-Service is defined using trouble reports as identified in the MTTR metric. If overall Network Availability fails to meet the threshold, then credits will be issued per Service Element that fails to meet the threshold. Network availability also excludes scheduled downtime (network upgrades and maintenance) and force majeure.

MTTR (Mean Time to Repair)

For a trouble reported per Service Element by a customer and found by Verizon to be a network trouble (outside plant or central office), the average duration time from the Company's receipt of the trouble report to the Company's clearance of the trouble report is the Mean Time to Repair. This Operational Metric applies on a "stop clock" or adjusted duration time basis (i.e., the measurement clock is stopped when the customer testing is occurring, when the Company is awaiting Customer acceptance, or when Company is denied access to premises or facilities necessary to diagnose, repair or test). The MTTR excludes subsequent reports (i.e., additional customer inquiries while the trouble is pending), Customer Premises Equipment (CPE) troubles, troubles closed due to the customer's action, troubles repaired by the Company prior to its receipt of a trouble report, and troubles that are due to a third party Carrier and/or vendor. MTTR credits also exclude scheduled maintenance and scheduled downtimes and force majeure.

	Network Availability (NA)	Mean Time To Repair (MTTR)
TLS EMS or ERS	99.90%	Greater than 4 hours
Service Response Credit	10% of Monthly Recurring Charge	50% of Monthly Recurring Charge

Performance Metrics for Transparent LAN Service (Available with Premier Services ERS – RT and ERS-PD only)

Delay

Delay is defined as the time (in milliseconds) it takes for a service frame to be sent from one UNI to another UNI and back again. This delay is defined on RTD calculation and includes only the time the packet is in the network.

Jitter

Jitter is defined as the variance in frame delay (in milliseconds) between two service frames as measured at the ingress and egress UNIs.

Data Delivery

Data Delivery is defined as the ratio of service frames successfully received from the network relative to the number of service frames offered to the network.

The service performance objectives and the monthly performance SLAs are summarized for the enhanced Classes of Service (ERS Real-time and ERS Priority Data) in the table below:

Service Performance Attribute	Parameters	Class of Service Offering	
		ERS-RT	ERS-PD
Delay	Delay Objective	20 ms	50 ms
	Percentile	99%	99%
	Directionality	Round-trip	Round-trip
	Time interval	1 hour	1 hour
Jitter	Jitter Objective	5 ms	N/A
	Percentile	99%	N/A
	Directionality	2-way	N/A
	Time interval	1 hour	N/A
Data Delivery (DD)	Data Delivery Objective	99.5%	99%
	Directionality	Round-trip	Round-trip
	Time interval	1 hour	1 hour
Monthly Performance	Monthly SLA	99% of hours meet objective	99% of hours meet objective

The above SLA guarantees are common for all customers subscribing to a given Class of Service within a local network. There are two SLA guarantees – one for the Verizon ERS-RT Class of Service, and the other for the Verizon ERS-PD Class of Service.

Credits

The determination of the credits for the performance metrics is based on per-hour conformance and per-month conformance as described below.

Per-Hour Conformance - For each hour in the month, a determination is made as to whether the performance objectives are 'Met' for a given Ethernet Virtual Circuit (EVC). So, for a given Hour (e.g., H1), the overall performance objective is 'Met' if the performance objectives for each of the attributes {Delay, Jitter and Data Delivery} are 'Met'. If any of the attribute objectives is 'Missed', then the overall performance objective for Hour (H1) is determined to be 'Missed'.

Per –Month Conformance - For the month, a determination is made as to the percentage of hours that the overall performance objective is 'Met'. So, for a given Month (e.g., M1), the monthly performance guarantee is 'Met' if the % of hours 'Met' for the month meet or exceed the monthly objective

For a given Class of Service on a given EVC, 10% of the MRC (monthly recurring charge) will be credited back to the Customer if Verizon fails to meet the monthly performance objective. The credit process is reactive, that is, the customer must contact Verizon within 30 days of the end of the month in which a suspected failure occurred in order to request the credit. Once qualifying circuits have been monitored for a full calendar period, a service report will be available for review (generally by the 10th of the following month). Service monitored periods and corresponding reports are based on calendar months. The customer will request an SLA report and then request credit for any service failures in writing, by fax, or by phone whenever a suspected service failure has occurred no later than 30 days after the service monitored period. The customer will not be eligible for a credit if a request is received more than 30 days after a service monitored period ends.

The total amount of the service credits over the course of a year cannot exceed 10% of the total annual calendar-year revenue billed to the customer or \$200,000 annually based on a calendar year, whichever sum is less.

Verizon certifies that the rates for Transparent LAN Service, with the addition of Service Response Credits, are not less than the Long-run Incremental Cost of providing the service.

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1. Advanced Data Services
1.4 Transparent LAN Service (TLS)

1.4.6 Termination Liability	
D.	Early termination charges will not be assessed under the following circumstances:
1.	Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term;
2.	Customer attempts to move the existing service to a new location within the Company's service area, but the service is unavailable;
3.	Customer renegotiates a new term plan for the same service before the current plan expires and the value of the new term plan is equal to or greater than the remaining value of the current term plan;
4.	Customer changes to another service or service type and/or upgrades service to a higher speed or capacity under a term plan, provided the following conditions are met:
a.	The value of the new term plan is equal to or greater than the remaining value of the current term plan,
b.	The Telephone Company provides the new service via tariff or on an individual case basis (ICB) and,
c.	The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.

1.4.7 Interruption of Service	
A.	Interruption of Service - For any complete failure of service which continues for more than 24 hours, credit will be applied according to Part A, Section 1.4.4.

1.4.8 Service Level Agreements (SLA)	
A.	Service Level Agreements (SLA) provide TLS Customers with Service Response Credits (SRC) applied to their Verizon Rhode Island telephone bill if the Telephone Company fails to meet certain operational and network thresholds. SLAs are available at no additional charge or fee to the Customer. A Customer is eligible for an SLA SRC if the Customer adheres to the conditions stated within this tariff. The SLA specifies performance criteria against which actual performance for TLS is compared on a monthly basis.

(N)
 (N)

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1. Advanced Data Services
1.4 Transparent LAN Service (TLS)

1.4.8 Service Level Agreements (SLA)

(N)

B. The TLS SLAs include the following measurements:

1. Operational SLAs

a. Mean Time to Repair (MTTR) is the average mean time for the Telephone Company to repair Customer-reported interruptions of service that are within the Telephone Company's network. A TLS service is interrupted when it becomes unusable to the Customer because of a failure of a facility component within the Telephone Company's network that is used to furnish service under this tariff.

Measurement — the Telephone Company will measure the average Time to Repair (TTR) for Customer-reported interruptions of TLS Access Lines. To be measured under this SLA, the Customer must report any interruption to a Telephone Company-designated entity for the opening of a trouble ticket. The TTR is measured from the date and time a trouble ticket is opened by the Telephone Company and the date and time when the ticket is closed by the Telephone Company. In measuring the TTR, any stop clock time or adjusted duration time associated with the trouble shall be subtracted from the measurement. For purposes of this measurement, stop clock time refers to:

- periods when Customer testing is occurring;
- periods when the Telephone Company is awaiting the Customer's authorization to commence work on a TLS Access Line;
- periods when the Telephone Company is denied access to the Customer's premises or facilities as necessary to diagnose, repair or test
- periods following a repair of a TLS Access line when the ticket is held open by the Customer to ensure the trouble is resolved and
- any time period during which any of the above occurrences existed as listed in section 1.4.8.C - **SLA Exclusions**.

The SLA shall not apply to cases of trouble where no trouble was found or repeated reporting of the same interruption. The MTTR SLA shall be measured on a calendar-month basis and shall be calculated by adding the TTR for all interruptions and dividing that sum by the total number of trouble tickets opened for interruptions for the Customer during that month.

SRCs — If the MTTR is greater than four (4) hours during the calendar month, then 50% of the one-month TLS Access Line monthly charge will be given as an MTTR SRC for those Access Lines which have been out of service for longer than four (4) hours and have been reported by the Customer via a trouble ticket to the Telephone Company. The MTTR SRC credit excludes and is not applicable to scheduled maintenance, scheduled downtimes or delays resulting from an event of force majeure.

(N)

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1. Advanced Data Services
1.4 Transparent LAN Service (TLS)

1.4.8 Service Level Agreements (SLA)

(N)

B. (Cont'd)

b. Network Availability is the percentage of time during a calendar month that the TLS is available for use by the Customer.

Measurements — The Telephone Company threshold for Network Availability is 99.90%. Network Availability is calculated on a per-TLS Port Connection basis as follows:

- $((24 \times \text{Number of Days in Month} \times \text{Number of TLS Port Connections}) - (\text{Number of Hours Out of Service during Month})) / (24 \times \text{Number of Days in Month} \times \text{Number of TLS Port Connections})$.
- The Telephone Company will not round up the calculation to reach the 99.90% threshold. This SLA is available only for outages reported by the Customer via a trouble ticket to the Telephone Company.

SRCs — If the overall Network Availability measurement is less than the threshold of 99.90% for a calendar month, the Telephone Company will provide a credit equal to ten percent (10%) of the associated monthly charge for any individual TLS port connection that did not meet the threshold during the month.

2. Network Performance SLAs applies to all Customers subscribing to an EVC Class of Service (CoS) within a local network consisting of the following types:

- Real Time EVC bandwidth CoS, and
- Priority Data EVC bandwidth CoS

The performance SLA is hierarchical in nature and statistically-based conformance is determined on a Met or Missed basis, first on a per-hour basis and then on a per-month conformance basis.

Per-Hour Conformance — For each hour in the month, a determination is made as to whether the performance objectives are 'Met' for the CoS attributes related to the CoS instance on a given EVC. For a given Hour (e.g., H1), the overall performance objective is 'Met' if the performance objectives for each of the Data Delivery Ratio (DDR), Round Trip Delay (RTD), and Jitter, attributes are 'Met'. If any of the attribute objectives is 'Missed', then the overall performance objective per Hour (H1) is determined to be 'Missed'.

Per-Month Conformance — For the month, a determination is made as to the percentage of hours that the overall performance objective is 'Met'. For a given Month (e.g., M1), the monthly performance guarantee is 'Met' if the % of hours 'Met' for the month meets or exceeds the monthly objective.

EVC Class of Service Network Performance SLA shall be based on the following Ethernet frame traffic criteria:

(N)

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1. Advanced Data Services
1.4 Transparent LAN Service (TLS)

1.4.8 Service Level Agreements (SLA)

(N)

2. (Cont'd)

Data Delivery Ratio (DDR) is the ratio of service frames successfully received from the network relative to the number of service frames offered to the network. The DDR definition is restricted to service frames that conform to the subscribed Committed Information Rate (CIR) profile. Interruptions caused by MTTR activity shall be excluded from the measurement of DDR. The following chart details the Data Delivery Ratio SRCs:

	Data Delivery Ratio	Data Delivery SRCs
Real Time EVC Bandwidth	The Telephone Company threshold for Data Delivery Ratio is 99.5% in a calendar month.	If the overall Data Delivery measurement does not meet the per-month conformance, then the Telephone Company shall provide an SRC equal to ten percent (10%) of the monthly charge for any individual EVC that did not meet such threshold during such calendar month.
Priority Data EVC Bandwidth	The Telephone Company threshold for Data Delivery Ratio is 99% in a calendar month.	

Round Trip Delay (RTD) is the time (in milliseconds) it takes for a service frame to be sent from one UNI to another UNI and back again (includes link insertion delays, propagation delays and queuing delays in the network). The RTD calculation includes only the time the packet is in the network, i.e., the processing time spent in devices attached to the UNI are factored out of the definition. The RTD definition is restricted to service frames that conform to the subscribed CIR profile. The following chart details the Round Trip Delay SRCs:

	Delay Measurement	Delay SRCs
Real Time EVC Bandwidth	The Telephone Company threshold for Delay is 20 milliseconds.	If the overall delay measurement does not meet the per-month conformance, then the Telephone Company shall provide an SRC equal to ten percent (10%) of the monthly charge for any individual EVC that did not meet such threshold during such calendar month.
Priority Data EVC Bandwidth	The Telephone Company threshold for Delay is 50 milliseconds.	

(N)

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1. Advanced Data Services
1.4 Transparent LAN Service (TLS)

1.4.8 Service Level Agreements (SLA)

(N)

2. (Cont'd)

Jitter is the variance in frame delay (in milliseconds) between two service frames as measured at the ingress and egress UNIs. The jitter definition is to restricted service frames that conform to the subscribed CIR profile. The following chart details the Jitter SRCs:

Real Time Bandwidth	EVC	Jitter Measurement	Jitter SRCs
		The Telephone Company threshold for Delay is 5 milliseconds.	If the overall jitter measurement does not meet the per-month conformance, then the Telephone Company shall provide an SRC equal to ten percent (10%) of the monthly charge for any individual EVC that did not meet such threshold during such calendar month.

3. The SLA SRC applies to the following TLS elements:

- UNI Port with Access Line Connection
- Ethernet Virtual Circuit (EVC) Bandwidth

C. **SLA Exclusions** — SLAs do not apply to the extent that any of the following reasons prevented the Telephone Company from meeting the SLAs:

1. The acts of the Customer or other party authorized by the Customer to use the TLS circuit/connection, including but not limited to Customer's negligence, the Customer's refusal to grant the Telephone Company reasonable access to the premises for testing/repair, the Customer's refusal to release the TLS circuit/connection for testing and/or repair, the Customer's maintenance activities or rearrangement of the TLS circuit/connection, or if the Customer has exceeded the purchased EVC bandwidth;
2. Subsequent reports (i.e., additional Customer inquiries) while the trouble is pending;
3. Service troubles closed due to the Customer's action;
4. Service troubles repaired by the Telephone Company prior to the receipt of a trouble report;
5. Service trouble caused by the Customer's CPE or facilities on the Customer's side of the demarcation point or any power, equipment, service or systems not provided by the Telephone Company;
6. An Interruption related to the provisioning of a new TLS Access Line or Access Lines in service for less than a month;
7. Scheduled maintenance and downtimes;
8. Unavailability of network monitoring or management equipment or reporting;
9. Any other reason outside the control of the Telephone Company.

(N)

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1. Advanced Data Services
1.4 Transparent LAN Service (TLS)

1.4.8 Service Level Agreements (SLA)	
D.	Limitation on SRCs — The combined total of any SRCs applied to the Customer's TLS service for a calendar month must meet the following conditions:
1.	For any calendar year, the total SRCs shall not exceed ten percent (10%) of the total annual revenue of the prior calendar year billed to the Customer for qualifying service elements, or \$200,000 per Customer, whichever is less. For any calendar year in which the Customer had less than twelve (12) full months of revenue for qualifying service elements in the prior calendar year, the SRCs may not exceed \$20,000 per Customer per TLS Network.
a.	To receive an SRC, the Customer must request the SRC in writing within thirty (30) calendar days of the end of the monitoring period of the requested SRC. The request must include a list of all impacted EVC identification numbers and the type of SRC requested for each EVC.

(N)

1.4.9 Responsibility of the Customer	
A.	To receive SRCs, the Customer must have the eligible rate elements listed in the initial subscription based on the established customer of record, or have ordered the eligible rate elements subsequent to the initial subscription. The Telephone Company reserves the right to change, alter or discontinue the optional SRC plan at its discretion.
1.	To receive credit, the Telephone Company must receive from the Customer a written request for credit within thirty (30) calendar days of the end of the monitoring period that the SRC is referencing. 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.
B.	Operational SLAs — The Customer must submit in writing a list of all rate elements, impacted circuit/connection identification numbers and the type of SRC requested for each circuit/connection. The written request for credit must be submitted to the appropriate Telephone Company entity in the manner prescribed by the Telephone Company.
C.	Network Performance SLAs — The Customer must request SRCs for Network Performance SLAs and may submit in support of such request its own measurements made by industry-standard network performance measuring equipment. The equipment shall be subject to prior approval by the Telephone Company and be capable of the following:
1.	DDR SLA — the equipment must be capable of determining the number of actual packets sent and successfully received between two (2) Customer locations.
2.	RTD SLA — the equipment must be capable of measuring the transmission of a series of 128-byte time-stamped packets to a measurement system from one Customer location to another Customer location. The measurement systems must be time-synchronized by using a network based timing source that uses Greenwich Mean Time (GMT).

(N)

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1. Advanced Data Services
1.4 Transparent LAN Service (TLS)

1.4.9 Responsibility of the Customer	
C.	(Cont'd)
3.	Jitter SLA — the equipment must be capable of measuring the transmission of a series of at least fifty (50), 128-byte time stamped packets at a fixed interval between each packet from one Customer location to a measurement system at another Customer location. The measurement systems must be time-synchronized by using a network based timing source that uses Greenwich Mean Time (GMT).
D.	All equipment must be capable of measuring from edge to edge (Customer Premises Equipment (CPE) to CPE) and of making the measurement every five (5) minutes per hour for four (4) hours total per day, for a total of two-hundred and forty (240) measures per day. In order to be considered, the measurements must include at least seven consecutive days' worth of measurements for four (4) hours per day.

(N)

1.4.10 Responsibility of the Telephone Company	
A.	All service performance and provisioning measurements are conducted using the Telephone Company monitoring systems and procedures. The Telephone Company may change these systems and procedures at its sole discretion.
B.	The Telephone Company will research and validate the Customer-submitted SRC in accordance with its own procedures and systems. The Telephone Company may, at its discretion, use either the Customer-provided data or its own measurement data (or as described in 1.4.9.D) to evaluate and assess whether SRCs are warranted.

(N)