

ACCESS SERVICE

18. Services for Resale

18.1 General

Resale Services are Company retail services that can be purchased by Competitive Local Carriers (CLCs). CLCs who purchase Resale Services for resale to either business or residential end users are referred to as "CLC Resellers". CLC Resellers may not utilize the Company brand, logo, or service marks in the resale of Resale Services unless specifically authorized by the Company under a separate agreement.

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ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.1 Regulations

(T)

- (A) The CLC Reseller becomes the customer of record for the Company; the end user is the customer of the CLC Reseller.
- (B) The Company bills the CLC Reseller and the CLC Reseller is responsible for all applicable charges for the Services for Resale.
- (C) Per Visit Inside Wire Repair Service and Per Month Inside Wire Plans as set forth in the California Guidebook Part 8, Section 8 or Section 2.1.6 preceding are not available as Resale Services, except for the visit charge.

The CLC Reseller is responsible for the payment of a visit charge for Company visits to the CLC Reseller end user's premises when any of the following conditions exist:

- When trouble or service difficulty originates on the CLC Reseller end user's side of the Local Loop Demarcation Point.
- When there is no access to the Local Loop Demarcation Point during the scheduled appointment window.
- When the CLC Reseller's end user refuses the Company access to their premises.

The Company is not responsible for the installation, maintenance and repair of any inside wire and standard jack(s) conforming to key and non-switching system services for Individual, and Customer-Owned Pay Telephone Services.

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ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.1 Regulations (Cont'd)

- (D) If the Company disconnects any Resale Service to the CLC Reseller (T)
for any reason, the CLC Reseller must provide necessary notice to
its end users of the termination.
- (E) The CLC Reseller will provide the Company and the Company shall (T)
provide the CLC Reseller with points of contact for ordering, (T)
billing, provisioning and maintenance of the Resale Services.
- (F) The provisions of Section 2889.5 of Public Utilities Code shall
apply. That provision generally states:
- (1) No telephone corporation, or any person, firm or corporation
representing a telephone corporation, shall make any change or
authorize a different telephone corporation to make any change in
the provider of any telephone service for which competition has
been authorized of a telephone subscriber until all of the
following steps have been completed:
- (a) If a subscriber is solicited by telephone or by some other method,
other than by contact in person, by a telephone corporation or its
independent representative, other than an employee of the
telephone corporation, the corporation or its representative shall
do all of the following:
- (b) Thoroughly inform the subscriber of the nature and extent of
service being offered.

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ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.1 Regulations (Cont'd)

(F) (Cont'd)

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(1) (Cont'd)

(c) Specifically establish whether the subscriber intends to make any change in his or her telephone corporation and explain any charges associated with that change, and verify the subscriber's decision through one of the following means: (T)

(i) Where a representative is acting on behalf of the corporation, a follow up call by the telephone corporation, or a representative of the telephone corporation who does not receive a commission for that sale, shall be made to verify the subscriber's intent to change his or her telephone corporation.

(ii) Mail to the subscriber an information package seeking confirmation of his or her change in the telephone corporation and describing the new service, including a postage prepaid postcard that the customer can use to deny, cancel, or confirm a service order, as soon as possible, and wait 14 days after the information package is mailed before making the change in the telephone corporation, and make the change only if the subscriber does not cancel the change.

(iii) Verify the subscriber's change in his or her telephone corporation by obtaining the subscriber's signature on a document fully explaining the nature and extent of the action. The document shall be a separate document whose sole purpose is to explaining the nature and extent of the action.

z - Correction

Continued

ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.1 Regulations (Cont'd)

(F) (Cont'd)

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(1) (Cont'd)

(c) (Cont'd)

(T)

(iv) Obtain the subscriber's authorization through an electronic means that takes the information including the calling number and confirms the change to which the subscriber has given his or her consent.

(v) Retain a record of the verification of the sale for at least one year. These records shall be made available to the subscriber or the commission upon request.

(2) If the subscriber seeks to make a change in his or her telephone corporation in person, the telephone corporation or its representative shall do all of the following:

(a) Thoroughly inform the subscriber of the nature and extent of the service being offered.

(b) Specifically establish whether the subscriber intends to make any change in his or her telephone corporation, and explaining any charges associated with that change.

(c) Obtain the subscriber's signature on a document that fully explains the nature and extent of the action. The subscriber by his or her signature on the document shall indicate a full understanding of the relationship being established with the telephone corporation.

z - Correction

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ACCESS SERVICE

18. Services for Resale (Cont'd)

(N)

18.1 General (Cont'd)

18.1.1 Regulations (Cont'd)

(F) (Cont'd)

(2) (Cont'd)

- (d) Furnish the subscriber with a copy of the signed document.
- (e) When a written customer solicitation or other document contains a letter of agency authorizing a change in service provider in combination with other information including, but not limited to, inducements to subscribers to purchase service, the solicitation shall include a separate document whose sole purpose is to explain the nature and extent of the action.
- (f) If any part of a mailing to a prospective customer is in language other than English, any written authorization contained in the mailing shall be sent to the same prospective customer in the same language.
- (g) If a residential subscriber or a business that has not signed an authorization notifies the telephone corporation within 90 days that he or she does not wish to change telephone corporations, the subscriber shall be switched back to his or her former telephone corporation at the expense of the telephone corporation that initiated the change.
- (h) For purposes of this section competitive services are those services where customers have the ability to presubscribe to a provider."

(N)

Material omitted now on Sheet 758-A.

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ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.1 Regulations (Cont'd)

(G) Submission of an order to disconnect any existing Company service (T)
is representation to the Company that the CLC Reseller has
authority to act as the agent of the Company's customer for (T)
purposes of disconnection.

The CLC Reseller shall indemnify and save the Company harmless (T)
from any and all claims, demands, causes of action and liabilities
whatsoever, including costs, expenses and reasonable attorney's
fees incurred on account thereof, due to failure of CLC Reseller
to obtain any required authority to make a change in a
subscriber's provider of telephone service as set forth in
(F) preceding.

(H) If the CLC Reseller fails to pay any charges thirty (30) days
past the due date, the Company may suspend order acceptance from (T)
the CLC Reseller.

(I) If the CLC Reseller fails to pay any charges forty five (45) days
past the due date set forth in 2.4.1(B)(3)(a), the Company may (T)
disconnect the CLC Reseller's service.

(J) The Company may require a CLC Reseller whose service was (T)
previously disconnected for nonpayment to provide a deposit equal
to the CLC Reseller's highest monthly charges prior to resuming
service to the CLC Reseller.

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ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.1 Regulations (Cont'd)

- (K) If the Company terminates a CLC Reseller's service, the Company will provide any affected end users with telephone service for up to thirty days. (T)
- (L) The Company may terminate an end user's telephone service set forth in (K) preceding if the end user does not select another local service provider within the thirty day period specified by the Company. (T)
- (M) The Company will provide residential end users who do not select another local service provider within the thirty day period specified by the Company with quick dial tone service to the extent permitted by existing technology or facilities and if doing so would not preclude providing service to subscribers of residential telephone service. (T)
- (N) Supersedure as defined in California Guidebook Part 2, Section 2 is not available to CLC Resellers. Only those Company end user services listed in 18.2 following may be moved to a CLC Reseller. (T)
- (O) The CLC Reseller must order Resale Services through the ordering process as specified by the Company. (T)
- (P) The CLC Reseller may not reserve blocks of Company-provided telephone numbers. A service address and due date must be specified for each Resale Service ordered. (T)
- (Q) The Level Bill Plan set forth in Section 2.4.1.6 preceding, is not applicable to Resale Services.
- (R) IEC, CLC Resale and end user charges cannot be combined on one bill by the Company. (T)

Continued

ACCESS SERVICE

18. Services for Resale (Cont'd)

18.1 General (Cont'd)

18.1.1 Regulations (Cont'd)

(S) Reserved

(T) Resale of existing limited offering or grandfathered services and/or features is limited to Company customers who currently receive such services from the Company and are subject to the terms and conditions of such limited offering or grandfathered services. (T)

(U) Credit allowances will apply to CLC Resellers under the following conditions:

A CLC Reseller service is interrupted when it becomes unusable to the CLC Reseller because of failure of a Company facility component used to furnish service under this tariff or in the event that the protective controls applied by the Company result in the complete loss of service by the CLC Reseller as set forth in Section 6.5.1, preceding. An interruption period starts when an inoperative service is reported by the CLC Reseller to the Company and ends when the service is operative. The total credit allowance available to the CLC Reseller regardless of the number of service interruptions within a billing period will not exceed 100% of the monthly rates of the affected service. (T)

The Company shall allow for interruptions in Resale telephone service of 24 hours or more not due to the conduct of the CLC Reseller or its end users an amount equal to the fixed monthly charges for Resale Service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in success 24-hour multiples. (T)

Continued

ACCESS SERVICE

18. Services for Resale (Cont'd)

18.1 General (Cont'd)

18.1.1 Regulations (Cont'd)

- (V) Credit allowance for service interruptions for IntraLATA Private Line Services purchased by CLC Resellers are found in Section 2.4.4(A), (B) and (C), preceding. Credit allowance for OPT-E-MANSM purchased by CLC Resellers can be found in the California Guidebook Part 6, Section 9. (T)
- (W) The CLC Reseller must pay to the Company the EUCL as may be set forth in the Company's Tariff F.C.C. No. 1. (T)
- (X) Listing Service is applicable as set forth in Section 9.3. preceding. (T)
- (Y) Reserved
- (Z) The CLC Reseller shall indemnify and save the Company harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, due to disconnection of CLC Reseller's service pursuant to this paragraph. If either: (T)
- (1) The Company receives authority from CLC Reseller's end user customer to disconnect CLC Reseller's service (which CLC Reseller uses to provide service to the end user customer) pursuant to 18.1.1(F) or (T)
- (2) The Company receives representation from another CLC Reseller that, pursuant to 18.1.1(F), CLC Reseller's end user has authorized such CLC to cause CLC Reseller's service (which CLC Reseller uses to provide service to the end user) to be disconnected. Then the Company may disconnect CLC Reseller's service (which CLC Reseller uses to provide service to the end user customer) without specific authorization as to such service from CLC Reseller. The Company will not be liable to CLC Reseller or any CLC Reseller end user customer for disconnecting any CLC Reseller service in reliance upon either the authority or representation described above. (T)

Continued

ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.1 Regulations (Cont'd)

(AA) Reserved

(AB) CLC Reseller, not the Company, is responsible for notifying its end user should a change in the ownership of the CLC Reseller occur. (T)

(AC) Basic Termination Charge

If at any time during the termination liability period following installation, a special assembly of equipment is disconnected as a result of a CLC Reseller request or disconnection of the CLC Reseller's telephone service in accordance with the Company's applicable tariffs, the CLC Reseller will be billed for the basic termination charge as specified under rates and charges, less a credit, as indicated, of said charge for each month between the date on which said equipment was installed and on the date on which it was so disconnected. For purposes of computing that basic termination charge, the last equipment installed shall be considered to be the first equipment removed. (T)

(AD) CLC end users may not subscribe to retail exchange features for use with their CLC resold line. Only those services defined in this section are available on a resold line.

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ACCESS SERVICE

18. Service For Resale (Cont'd)

18.1 General (Cont'd)

18.1.1 Regulations (Cont'd)

(AE) CLC Resellers Request To Suspend And Restore Service

- (1) Suspend service shall be available for CLC Resellers providing basic Exchange Service as defined in the California Guidebook Part 4. (T)
- (2) The CLC Reseller providing the aforementioned services will have the ability to suspend all incoming calls and all outgoing calls, except calls to 411, 611, 811, 911 and 800 numbers for a specific end user.
- (3) The CLC Reseller will be allowed to have the same end users service Suspended. The CLC Reseller will be required to submit to the Company a Reactivation Order or Disconnection Order. (T)
- (4) The Company will collect a Suspend charge from the CLC Reseller at the time the Suspend Order is issued. The applicable Suspend charges are set forth in the California Guidebook Part 2, Part 3, and Part 8. (T)
- (a) There will be no subsequent charge for a Reactivation Order or Disconnection Order when issued in accordance with the Suspension Order.
- (5) New installation charges will apply when restoring service which has been permanently discontinued in accordance with the provisions of this rule. The applicable installation charges are set forth in the California Guidebook Part 2, Part 3, and Part 8, for all services. (T)
- (6) The CLC Reseller will continue to be billed the full monthly rate of all end user services while the service is in suspend status. (T)

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ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.1 Regulations (Cont'd)

(AF) When a CLC Reseller's end user interferes with telephone service of other end users, the Company will attempt to reach and resolve the matter with the CLC reseller whose end user is causing the interference. Where the CLC Reseller refuses to stop the interference, the Company may disconnect, without advance notice the telephone service or service arrangement of the offending end user.

(AG) Where CLC Reseller's end users participate in the Company's Education First Program, the 12-month period during which charges are waived, shall be measured from the date of original installation of the eligible service(s) not from the date of migration to the CLC Reseller.

(AH) Rate changes to individual products or services occur on the day during a CLC Reseller's billing period that a new rate becomes effective.* Rate changes for packages occur on the first day of a CLC Reseller's billing period after a new rate becomes effective. Packages are tariffed products or services that are comprised of two or more individual tariffed products or services.

(AI) Record Conversion Charge# - A Record Conversion Charge is a charge to move a Utility end user from the Utility to a CLC Reseller or from a CLC Reseller to another CLC Reseller. (N)
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(N)

* California Public Utilities Commission General Order 96-A, Section IV.B defines the "effective" date as the date on which the rates, charges, rules, and classifications stated in a Company's tariff sheets first become effective.

For the charge application, see AT&T Guidebook Part 3, Section 1, (Supersedure). Applicable resale discount applies. (N)
(N)

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ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.2 Definitions

(A) Advanced Services

As defined by the SBC/Ameritech Merger (FCC 99-279), the term Advanced Services denotes intrastate or interstate wireline telecommunications services that rely on packetized technology and have the capability of supporting transmissions speeds of a least 56 kilobits per second in both direction.

(B) Business Service

Service furnished for use by a CLC Reseller end user individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings and individuals practicing a professional or individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings and individuals practicing a professional or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature. If the directory listing denotes the character of the service to be for business use, the rates for business service will apply.

(C) Competitive Local Carrier (CLC)

A Competitive Local Carrier is a Local Service Provider that has been issued a Certificate of Public Convenience and Necessity (CPCN) and received tariff authority to provide local telecommunications service for a geographic area specified by such carrier.

(D) CLC Reseller

A Competitive Local Carrier is a Local Service Provider who purchases services from the Company and resells those services to its end user.

(T)

Continued

ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.2 Definitions (Cont'd)

(E) CLC Reseller End User

A CLC Reseller End User refers to the customer/subscriber of telecommunications service of a CLC Reseller.

(F) Customer

A Customer refers to the CLC Reseller responsible for ordering telecommunications services for their end users, for paying charges, and for complying with the rules and regulations of the Company. (T)

(G) Customer Provided Equipment (CPE)

CPE refers to equipment located on the premises of the CLC Reseller's end user. It is the responsibility of the CLC Reseller, not the Company to ensure that all CPE meets appropriate (T) Regulatory and Legal requirements.

Guidebook(s) (N)

Those documents that contain the standard descriptions, pricing, (N) and other terms and conditions for services offered on a detariffed basis pursuant to D.07-09-018. Also known as (The) AT&T Guidebook or AT&T California Guidebook. (N)

(H) Letter of Agency

Formal authorization signed by an end user, which states that a specific LSP represents such end user regarding telephone service. This letter must set forth the extent of representation authorized by the end user. An end user may change authorization from one LSP to another LSP.

(I) Local Service Provider (LSP)

A telecommunications company that provides local exchange service to end users. Local Service Providers must possess a Certificate of Public Convenience and Necessity (CPCN) and have received authority to provide local exchange telecommunications service for a geographic area specified by such carrier.

(J) Migration - Retail to Resale

Migration retail to resale is the movement of service provided when a Company end user authorizes a transfer of existing service (T) by requesting a discontinuance of the Company's retail service (T) offering and an establishment of similar service with a CLC Reseller.

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ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.2 Definitions (Cont'd)

(K) Private Schools

Private schools eligible to participate in the "Education First Program" are those schools that are not under direct Federal or Public supervision or control, provide K-12 Educational Curriculum and have one hundred (100) plus student enrollment and have a Private School Affidavit on file with the California State Department of Education. In addition, the private school must be a nonprofit agency, organization or institution whose net earnings do not benefit and cannot lawfully benefit, any private shareholder, owner or entity.

(L) Residence Service

Services furnished for use by a CLC Reseller end user at a residence or place of dwelling where the actual or obvious use is for domestic purposes.

(M) Resale Service

A Resale Service is the offering of a Retail Service by the Company to a CLC Reseller for the sole purpose of resale as a Retail Service to a CLC Reseller's end-users. A Resale Service has the same general service parameters as the equivalent Company's Retail Service. (T)
(T)

Continued

ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.2 Definitions (Cont'd)

(N) Retail Services

A Retail Service is an offering by the Company or CLC Reseller to (T)
end users for use by the end user customers as defined and
permitted in the governing Company or CLC Reseller tariff. A (T)
Retail Service is not offered to a CLC Reseller or other
telecommunications carrier for the purpose of either resale to an
end user of the carrier or for the purpose of combining or
bundling the service into a service offered by the carrier.

(O) Slamming

The submission or execution of a change in the end user's
selection of the provider of telephone exchange service or
telephone toll service without authorization by the end user.

(P) Telephone Answering Service

Telephone Answering Service consists of telephone answering
facilities and services furnished to CLC Reseller's end users
engaged in the telephone answering service business and to other
CLC Reseller end users who desire service arrangements whereby
their incoming calls may be answered by a company engaged in the
telephone answering service business.

A secretarial line service is an extension of an individual
access line, trunk line, PBX station, Centrex primary station,
Airport Intercommunicating Service mechanized primary station or
night service equipment line terminating on telephone answering
equipment.

(Q) The Utility or Company (T)

Pacific Bell Telephone Company, d/b/a SBC Pacific Bell Telephone (T)
Company d/b/a SBC California and d/b/a AT&T California, |
hereinafter referred to as the Utility or the Company. (T)

(R) Utility or Company End User (T)

A Company end user refers to the customer/subscriber of (T)
telecommunications service of the Company. (T)

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ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.3 Undertaking of the Company

(T)

- (A) Unless the provisions of 2.2.2(B) or 2.5 preceding apply, if a CLC Reseller fails to comply with 2.1.6, 2.2.3, 2.3.1, 2.3.6, 2.3.7, 2.3.14 or if the CLC Reseller fails to pay any unpaid charges to the Company by fifteen (15) days past the due date set forth in Section 2.4.1(B)(3)(a) preceding, the Company will notify the CLC Reseller, by Certified U.S. Mail, that unless all charges are paid within fourteen (14) days, the Company may, without further notice, (i.e., 30 days past the due date), reject additional applications for service and/or refuse to complete pending orders for service. The Company will provide a copy of such notifications to the California Public Utilities Commission. (T)
- (B) Unless the provisions of 2.2.2(B) or 2.5 preceding apply, if a CLC Reseller fails comply with 2.1.6, 2.2.3, 2.3.1, 2.3.6, 2.3.7, 2.3.14 or if the CLC Reseller fails to pay any unpaid charges to the Company by thirty (30) days past the due date set forth in Section 2.4.1(B)(3)(a) preceding, the Company will notify the CLC Reseller, by Certified U.S. Mail, that unless all charges are paid within fifteen (15) days, the Company may, on that date, (i.e., 45 days after the due date), disconnect the CLC Reseller's service. The Company will provide a copy of such notifications to the California Public Utilities Commission. (T)
- (C) If the Company disconnects the CLC Reseller's service as set forth in (B) preceding, it will: (T)
- (1) Transfer any end users who have not selected a new local service provider to the Company for a period not to exceed thirty (30) days; and (T)
- (2) During the period, bill the end users all applicable retail charges set forth in the Company's Network and Exchange Tariffs and the California Guidebook. (T)
- (D) At the end of the thirty day period, the Company may disconnect any end users that have not affirmatively selected a new local service provider. (T)
- (E) If the Company disconnects the end user's telephone services as set forth in (D) preceding, the Company will provide "quick dial tone" service to those residential end users to the extent permitted by existing technology or facilities and if doing so would not preclude providing service to subscribers of residential telephone service. (T)

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ACCESS SERVICE

18. Services for Resale (Cont'd)

18.1 General (Cont'd)

18.1.3 Undertaking of the Company (Cont'd) (T)

(F) The Company is not liable for mistakes that appear in the Company end-user listings, 911 or 411 databases, or for incorrect referrals of end-users to CLC Reseller for any ongoing customer service, sales, installation or repair inquiries, and with respect to such mistakes or incorrect referrals, the CLC Reseller shall save harmless and indemnify the Company from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third persons (including the CLC Reseller's employees). (T)

(G) The Company will not release any available CLC end user information to any CLC other than that end user's local service provider. The Company end user information shall only be released upon receipt of a Letter of Authorization by the Local Interconnect Service Center. This information is limited to current service and equipment records. (T)

18.1.4 Obligations of the CLC Reseller

(A) The CLC Reseller must send the Company complete and accurate end-user listing information for Directory Assistance (DA/411), Directory, and 9-1-1 Emergency Services through a transfer method as determined by the Company. The CLC Reseller must provide the Company with complete and accurate end-user information to ensure appropriate listings in any databases in which the Company is required to retain and/or maintain end-user information. (T)

(B) The CLC Reseller must provide the Company the following information before the Company will establish an account for the provision of resale services to a CLC Reseller: (T)

(1) A copy of the decision of the Commission granting a Certification of Public Convenience and Necessity (CPCN) to the CLC Reseller for the provision of local exchange service in the Company's territory, and (T)

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ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.4 Obligations of the CLC Reseller (Cont'd)

(B) (Cont'd)

- (2) Either (a) written or verbal verification from the Commission that the CLC Reseller has tariffs on file for the provision of local exchange service in the Company's territory, or (b) a time-stamped copy of the CLC Reseller's tariff rate sheets for the provision of local exchange service in the Company's territory. (T)

At its discretion, the Company may obtain this information through its own efforts. (T)

- (3) A copy of the signed agreement with the Company for the reciprocal exchange and settlement of (a) billing data related to calls transported by the Company but which are billed to an end user of the CLC Reseller and (b) billing data related to calls transported by the CLC Reseller but which are billed to an end user of the Company. (T)

- (C) The CLC Reseller may designate and/or change the Primary Interexchange Carrier (PIC) assignments on behalf of its end-users for interLATA services unless a PIC freeze has been applied to the CLC Resellers end user service. Regulations and Charges associated with PIC changes apply as set forth in Section 13.3.3 preceding Pre-subscription and Pre-selection. (T)

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ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.4 Obligations of the CLC Reseller (Cont'd)

(D) The CLC Reseller is liable for all fraud associated with any Resale Service to which it subscribes. The Company takes no responsibility, will not investigate, and will make no adjustments to the CLC Reseller accounts in cases of fraud. (T)

The Company will release the CLC Reseller's name (a) when requested by an interexchange carrier for the sole and exclusive purpose of investigating fraudulent activity on a CLC Reseller's end user's line, (b) when requested by a telecommunications service provider, (c) when requested in connection with an emergency situation such as a 911 call or other crisis line, (d) when requested by a law enforcement agency or other governmental agency in connection with activity for which the agency is authorized to perform, or (e) upon receipt of a subpoena or other lawful service of process requesting the CLC Reseller's name. The Company will not be liable to CLC Reseller or to any CLC Reseller end user customer for disclosure of information pursuant to this paragraph. CLC Reseller shall indemnify and save the Company harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, due to disclosure of information pursuant to this paragraph. (T)

(E) The CLC Reseller shall offer and coordinate activities regarding any Resale Service in a manner consistent with the Company's filed tariffs, standard intervals, and Guidebooks. (T)
(N)

Continued

ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.4 Obligations of the CLC Reseller (Cont'd)

- (F) The CLC Reseller must offer and coordinate the activities regarding any resale service in a manner consistent with the Company's filed tariffs, standard intervals, and Guidebooks. (N)
- (G) The CLC Reseller must provide to the Company all information necessary for the installation, repair, maintenance and post installation servicing of any Resale Services in a timely manner, and in according to the Company's standard procedures. (T)
- (H) A CLC Reseller shall be responsible for interfacing with the Company on behalf of its end users for service needs, including, without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing collection, adjustments and inquiry. A CLC Reseller may enter into a contract with a third party, including the Company, to perform these activities on the CLC Reseller's behalf. The CLC Reseller shall make it clear to its end users that they are customers of the CLC Reseller for the Resale Services. Except as may be provided under contract, contact from an end user regarding any Company Resale Service will be referred by the Company to the CLC Reseller. (T)
- (I) If the CLC Reseller disputes a portion of the Company's charges, it must provide the Company with specific documentation (i.e., the disputed amount, specific details and reason for the dispute) to investigate the CLC Reseller's claim. (T)
- (1) The CLC Reseller must notify the Company in writing within thirty (30) days of the due date set forth in Section 2.4.1(B) (3) (a) preceding, of any disputed charges in its current bill and, except as set forth in (J) following, remit the amount of the disputed charges to the Company. (T)
- (2) If the CLC Reseller pays the total charges on the bill(s) and thereafter disputes a previously-paid amount, and the dispute is resolved in favor of the customer, the Company will apply a disputed amount penalty as set forth in 2.4.1(b) (3) (d). (T)

Continued

ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.4 Obligations of the CLC Reseller (Cont'd)

- (J) If the CLC Reseller disputes a portion of the bill, as set forth in (I) preceding, and withholds payment from the Company, the CLC Reseller must establish a mutually-agreed upon interest-bearing escrow account and deposit an amount equal to the disputed charges within thirty (30) days of the due date set forth in 2.4.1(B)(3)(a) preceding. The CLC Reseller is responsible for any charges assessed by the financial institution associated with the escrow account. (T)
- (1) If the dispute is resolved in favor of the CLC Reseller, the amount in the escrow account, including accrued interest, shall be remitted to the CLC Reseller.
- (2) If the dispute is resolved in favor of the Company, the amount in the escrow account, including accrued interest shall be remitted to the Company. (T)
- (3) If the dispute is resolved partially in favor of the Company and partially in favor of the CLC Reseller, the amount in the escrow account, including accrued interest, shall be distributed to each party in proportion. (T)
- (4) Amounts deposited in escrow accounts shall not be assessed late payment charges set forth in 2.4.1(B)(3)(c) preceding.
- (K) If the CLC Reseller fails to pay any unpaid or undisputed charges to the Company forty (40) days after the due date set forth in Section 2.4.1(B)(3)(a) preceding, the CLC Reseller must on that date notify its end users, by Certified U.S. Mail, that the end user must select a new local service provider within five (5) days and notify the Company of its new selection or its telephone service may be disconnected. The CLC Reseller must provide a copy of all end user notifications to the California Public Utilities Commission. (T)

Continued

ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.4 Obligations of the CLC Reseller (Cont'd)

- (L) The CLC Reseller must ensure that the Company has access to the Minimum Point Of Entrance (MPOE) at the CLC Reseller's end user premises, in accordance with the Company's tariffs and Guidebooks. (T) (N)
- (M) The CLC Reseller shall save harmless and indemnify the Company from any and all claims, demands, causes of action liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third persons (including the CLC Reseller's employees) (1) arising out of the CLC Resellers compliance or noncompliance with the Company's tariffs and Guidebooks, (2) arising from the CLC Reseller's resale or other use of a service, (3) arising from any infringement or claim or infringement or any patents, trademarks, copyrights or (4) arising from any claim of libel or slander. (T) (N)
- (N) The CLC Reseller may elect to designate as few as two (one North and one South) Resale Select Bill Dates (RSBD), per bill round, except for bill round sensitive products.
- (O) If the CLC Reseller elects to designate a RSBD the following will apply:
- Any existing Summary Bill Arrangements (SBA) format and rules will remain unchanged, including features such as alternative billing media and billing address.
 - RSBDs will be established on the next preferred date following the order date for new CLEC SBAs.
 - Any existing SBAs will move to their preferred bill date no later than six weeks following the CLEC's request.

Continued

ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.5 Re-Establishment of Service Due to Fire and Disasters Such as Earthquakes or Floods*

(N)

(A) Damage to Premises

The same network facility service will be re-established on a one-time, temporary or permanent, basis as a maintenance provision and without charge, in the same or different CLEC location and within a period of time that would normally be required to repair or reconstruct the damaged premises.

(B) Different Service

If the service as re-established is different from that which was disconnected, the CLEC customer will be charged the difference between the current total nonrecurring charges originally applicable to establish the new service and the current nonrecurring charges which would be applicable to re-establish the old service. (No credit will be given if the current total nonrecurring charges originally applicable to establish the new service is less than the current nonrecurring charges which would be applicable to re-establish the old service.)

(C) Temporary Service New Location

When service is re-established on a temporary basis at a new CLEC location and later permanently established at the former CLEC location, the practice set forth in A. and B. above may be applied to either service as elected by the CLEC customer and regular charges, without allowances, will be applied to the re-establishment of the other service.

* The CLEC shall provide proof of loss if such proof is required by the Utility.

(N)

Continued

ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.5 Re-Establishment of Service Due to Fire and Disasters Such as Earthquakes or Floods* (Cont'd)

(D) Optional Services[#]

(1) The Company may, at its sole discretion, waive the recurring and/or nonrecurring charges for the services listed below to CLC customers affected by disasters, or emergencies, such as earthquakes, floods, fires, civil disturbances, or other similar catastrophes. Emergency agencies providing relief to CLCs who are victims may also receive a waiver on charges associated with telephone services that will be used in the relief effort. (T)

- (a) Access Lines - 1MB, 1FR
- (b) Centrex Line (does not include Centrex system)
- (c) 800/900 Services
- (d) Advanced Digital Network (ADN)
- (e) Integrated Services Digital Network (ISDN)
- (f) DS1
- (g) Call Forwarding
- (h) Remote Call Forwarding
- (i) Remote Access Call Forwarding
- (j) Number Referral Service
- (k) Local Directory Assistance

* The CLC customer shall provide proof of loss if such proof is required by the Company. (T)
Services will be provided where facilities and operating conditions permit.

Continued

ACCESS SERVICE

18. Services For Resale (Cont'd)

18.1 General (Cont'd)

18.1.6 Emergency Measures Taken Pursuant to a "State of Extreme
Emergency"

(A) Emergency Measures Taken Pursuant to a "State of Extreme
Emergency"

Whenever there exists a "state of extreme emergency," as now or hereafter defined in the California Disaster Act and Civil Defense Act of 1950, the Company shall take such emergency measures as ordered or directed from time to time by the California Public Utilities Commission. In the absence of such order or direction by the Commission, the Company may take any and all such emergency measures as it may within its discretion deem necessary in the public interest for the preservation and maintenance of service to the Company's local loop demarcation point for all essential users. In the event that emergency measures are initiated by the Company in the absence of an order or direction by the Commission, the Company shall, wherever practicable, notify the Commission in advance of the action which it proposes to take. Any action thus proposed by the Company shall be subject to review by the Commission. Should conditions make advance notification impracticable, the Company shall notify the Commission of the emergency action which it has taken as soon as possible thereafter.

As restoration becomes possible of any CLEC service which has been discontinued pursuant to any of the emergency measures taken in accordance with this rule, the priority of such restoration shall be determined in accordance with the California Guidebook Part 2, Section 2.

Each and every CLEC service furnished by the Company shall be subject to this rule and the Company shall in no event be liable for any damage resulting from measures taken pursuant to this rule except in the case of willful misconduct.

Continued

ACCESS SERVICE

18. Services For Resale (Cont'd)

18.2 List Of Resale Services

The following services are available for resale by a CLC at the 17 percent discount set forth in D.96-03-020, except as otherwise specifically indicated herein.

Services Available for Resale from the Company's tariffs and Guidebooks located at www.att.com/servicepublications

18.2.1 Services Available for Resale from the Company's Guidebook located at www.att.com/servicepublications

Part 2 - General Terms and Conditions

Section 8 - Promotional Service Offering

Part 3 - Service Charges

Section 1 - Service Charges

Off Premises Extensions

Secretarial Lines

Part 4 - Exchange Access Services

Section 2 - Exchange Lines and Usage

Business - Farmer Line Service

Business - Measured Rate Service

Business - Short Duration Service

Private Branch Exchange Trunk Line Service#

(D)

(D)

Residence - MetroPlanSM Service

Section 3 - Foreign Type Exchange Services

Section 5 - Other Exchange Access Services

Business Solutions*

Custom BizSaver

Easy Rate

1-2-3 Punch

Switched Service 56

Part 5 - Centrex Service

Any services found in the Company's Schedules or Guidebooks not outlined above are not available for resale by a CLC Reseller.

* Limited Offering and Frozen/Grandfathered Services - Resale is limited to those Company customers who currently receive such service from the Company, as set forth in Sections 2.1.4 and 18.1.1, preceding. See product specific tariff for product specifications.

Private Branch Exchange (PBX) service is only for resale as a single business system to a single business end user and not for aggregating toll, including "joint use" or shared use from unrelated end users.

Continued

ACCESS SERVICE

18. Services For Resale (Cont'd)

18.2 List of Resale Services (Cont'd)

The following services are available for resale by a CLC at the 17 percent discount set forth in D.96-03-020, except as otherwise specifically indicated herein. (Cont'd)

Services Available for Resale from the Company's tariffs and Guidebooks located at www.att.com/servicepublications (Cont'd)

18.2.1 Services Available for Resale from the Company's Guidebook located at www.att.com/servicepublications (Cont'd)

Part 6 - Central Office Services

Section 2 - Packet Switched Services

Section 5 - Area Wide Networking Services

Section 6 - Custom Business Service*

Section 7 - Digital Transport Services

Section 9 - Other Central Office Services

Telephone Answering Service*

OPT-E-MAN® **

Customized Switched Metro Ethernet (CSME)**,# (T)

Directory Number Call Forwarding

AT&T Switched Ethernet ServiceSM **

Part 7 - Central Office Optional Services

Section 1 - Custom Calling Features

Section 2 - Advanced Custom Calling Features

Section 3 - Complementary Network Services (CNS)

Section 4 - Remote Call Forwarding (RCF) Service

Section 5 - Other Central Office Optional Features

Part 8 - Miscellaneous Services

Section 2 - Call Restriction Services

Section 3 - Emergency/Group Alerting Services

Section 8 - Other Miscellaneous Services

High Voltage Protection

Charter Number Service

Any services found in the Utility's Schedules not outlined above are not available for resale by a CLC Reseller.

* Limited Offering and Frozen/Grandfathered Services - Resale is limited to those Company customers who currently receive such service from the Company, as set forth in Sections 2.1.4 and 18.1.1, preceding. See product specific tariff for product specifications.

** 17% discount not applicable. Services available for resale at wholesale rates and charges.

Effective November 30, 2018, CSME Service is grandfathered. See AT&T California Guidebook, Part 20, Section 6. (N)
(N)

Continued

ACCESS SERVICE

18. Services For Resale (Cont'd)

18.2 List of Resale Services (Cont'd)

The following services are available for resale by a CLC at the 17 percent discount set forth in D.96-03-20 except as otherwise specifically indicated herein. (Cont'd)

Services Available for Resale from the Company's tariffs and Guidebooks located at www.att.com/servicepublications (Cont'd)

18.2.1 Services Available for Resale from the Company's Guidebook located at www.att.com/servicepublications (Cont'd)

Part 9 - Message Toll Services

Part 11 - Operator Services

Part 12 - Directory Services

Part 13 - Public Telephone Services

Section 1 - Payphone Services

Customer-owned Pay Telephone (COPT) Service

Part 17 - ISDN Services**

(N)

Part 18 - Video Services

Part 20 - Grandfathered Services*

Section 6 - Central Office Services*

Section 7 - Central Office Optional Features*

Section 20 - Grandfathered Services*

Any services found in the Company's Schedules not explicitly outlined above are not available for resale by a CLC Reseller.

* Limited Offering and Frozen/Grandfathered Services - Resale is limited to those Company customers who currently receive such service from the Company, as set forth in Sections 2.1.4 and 18.1.1, preceding. See product specific tariff for product specifications.

** Except for Inform 911. See Schedule Cal. P.U.C. No. A9.2.4.

(N)

Continued

ACCESS SERVICE

18. Services For Resale (Cont'd)

(N)

18.2 List of Resale Services (Cont'd)

The following services are available for resale by a CLC at the 17 percent discount set forth in D.96-03-020, except as otherwise specifically indicated herein. (Cont'd)

Services Available for Resale from the Company's tariffs and Guidebooks located at www.att.com/servicepublications

18.2.2 Residential Services Available for Resale from the Company's Services Schedule Cal.P.U.C. No. A:

A5.2.2 - Residential Flat Rate Service

A5.2.2 - Residential Measured Rate Service

18.2.3 The following IntraLATA Private Line Services are also available for resale. In addition to General Regulations applicable to resale in 18.1 preceding, General Regulations, product descriptions, terms and conditions are provided in Schedule Cal.P.U.C. No. B. Services Available for Resale from the Utility's Services Schedule Cal.P.U.C. No. B:

B3 - Analog Services*

B5 - Digital Services*

Any services found in the Company's Schedules not outlined above are not available for resale by a CLC Reseller.

* Limited Offering and Frozen/Grandfathered Services - Resale is limited to those Company customers who currently receive such service from the Company, as set forth in Sections 2.1.4 and 18.1.1, preceding. See product specific tariff for product specifications.

(N)

Continued

ACCESS SERVICE

18. Services For Resale (Cont'd)

(N)

18.2 List of Resale Services (Cont'd)

The following services are available for resale by a CLC at wholesale rates except as otherwise specifically indicated herein. (Cont'd)

Services Available for Resale from the Company's tariffs and Guidebooks located at www.att.com/servicepublications

18.2.4 Services Available for Resale at Wholesale Rates and Charges as described in the Company's Schedule Cal.P.U.C. No. D:

D12 - Special Access Services

18.2.5 Services Available for Resale at Wholesale Rates and Charges as described in the Company's Access Services Schedule Cal.P.U.C. No. 175-T:

Section 7 - Special Access Services

Any services found in the Utility's Schedules not outlined above are not available for resale by a CLC Reseller.

(N)

Continued

ACCESS SERVICE

18. Services For Resale (Cont'd)

18.3 Promotional Pricing - Residence/Business

(T) (L)

(A) Description

Promotional pricing of network and exchange services and private line services are offered to CLC Resellers at a 17% discount.

(D)

(B) Regulations

- (1) Promotions for telecommunications services, which extend beyond 90 days, shall be made available for CLC Resellers.
- (2) Promotional offerings shall be subject to all Rules and Regulations in the Utility's Schedules.
- (3) Promotional offerings shall be offered as set forth in this section and C. following.
- (4) The promotional pricing of services shall be subject to and offered only where facilities and operating conditions permit.
- (5) The method of end user notification of resold promotional offerings shall be the responsibility of the CLC Reseller.
- (6) CLC Reseller may cancel the promotional offering at any time during or at the conclusion of the promotional period without penalty. If the CLC Reseller does not meet the required terms and conditions of the promotion or disconnects any required service prior to completion of any agreed upon term, no further credits or waivers will be given to the Reseller. The Utility will bill the Reseller, and the Reseller will be required to pay, all previous credits and waived charges received pursuant to the promotion. Recoveries, such as those of credits and waived charges, will not be considered to be penalties. In addition, the Reseller will also be required to pay any charges, payments, disconnection/termination or penalty fees required by the tariffs or any other incorporated promotional offering.

(L)

(L) Material moved from cancelled Sheet 1512.

(N)

ACCESS SERVICE

Sheets 769 through 1527-G-8 are cancelled.

(N)

(D)