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SECTION 8 – RULES

8.1 Rule 1 - Definitions

See Section 2 of this Guidebook and SBC Long Distance, LLC, d/b/a SBC Long Distance Schedule Cal. P.U.C. No. 7 regarding Definitions.

8.2 Rule 2 – Description of Service

This Guidebook contains descriptions, regulations, and rates applicable to intrastate Data Services. See SBC Long Distance, LLC, d/b/a SBC Long Distance Schedule Cal. P.U.C. No. 7 regarding Description of Service.

8.3 Rule 3 – Application for Service

See SBC Long Distance, LLC, d/b/a SBC Long Distance Schedule Cal. P.U.C. No. 7 regarding Application for Service.

8.4 Rule 4 – Contracts

See SBC Long Distance, LLC, d/b/a SBC Long Distance Schedule Cal. P.U.C. No. 7 regarding Contracts.

8.5 Rule 5 – Special Information Required On Forms

See SBC Long Distance, LLC, d/b/a SBC Long Distance Schedule Cal. P.U.C. No. 7 regarding Special Information Required On Forms.

8.6 Rule 6 – Establishment and Re-establishment of Credit

See SBC Long Distance, LLC, d/b/a SBC Long Distance Schedule Cal. P.U.C. No. 7 regarding Establishment and Re-establishment of Credit.

8.7 Rule 7 – Customer Deposits/Advance Payments

See SBC Long Distance, LLC, d/b/a SBC Long Distance Schedule Cal. P.U.C. No. 7 regarding Customer Deposits/Advance Payments.

8.8 Rule 8 – Notices

See SBC Long Distance, LLC, d/b/a SBC Long Distance Schedule Cal. P.U.C. No. 7 regarding Notices.

8.9 Rule 9 – Issuance and Payment of Bills

See SBC Long Distance, LLC, d/b/a SBC Long Distance Schedule Cal. P.U.C. No. 7 regarding Issuance and Payment of Bills.

8.10 Rule 10 – Disputed Bills

See SBC Long Distance, LLC, d/b/a SBC Long Distance Schedule Cal. P.U.C. No. 7 regarding Disputed Bills.

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SECTION 8 – RULES

- 8.17 Rule 17 – Limitations on Service (continued)
- 8.17.8 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions of the Company's tariff or this Guidebook will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.
- 8.17.9 The Company may rely on third parties to provide a portion of the Company's Service. The selection of the Third Party Vendors is made by the Company. The Company reserves the right to change Third Party Vendors at any time.
- 8.17.10 The Company reserves the right, without incurring liability, to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 8.17.11 Recording of telephone conversations provided pursuant to the Company's Service under this Guidebook is prohibited except as authorized by applicable federal, state, and local laws.
- 8.17.12 The Company reserves the right to add, change, or delete Services at any time.
- 8.17.13 The Data Services offered in this Guidebook begin and end at the network interface. The Customer is responsible for the provisioning, maintenance, and repair for all services on the Customer side of the network interface.
- 8.17.14 The Company, when acting at the Customer's request and as its authorized agent for ordering Dedicated Access, will make reasonable efforts to arrange for service.
- 8.17.15 The Company does not generally provide echo suppression. However, for Services that require Dedicated Access to reach the long distance network, the Company, not the Customer, will determine when echo suppression will be provided.
- 8.18 Rule 18 – Use of Service
- 8.18.1 The Company's Services are available for use twenty-four hours per day, seven days per week.
- 8.18.2 The Service offered herein may be used for any lawful purpose, including business, governmental, or other use. The Customer is liable for all obligations under this Guidebook notwithstanding any sharing or resale of Services and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the facilities of others.
- 8.18.3 Service furnished by the Company may not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. The Service may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is an authorized communications common carrier, an authorized resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's Service. However, this provision does not preclude an agreement between the Customer, Authorized User, or Joint User to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

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SECTION 8 – RULES

8.19 Rule 19 – Obligations of the Customer (continued)

- 8.19.6 The termination or disconnection of Service(s) by the or if the Customer cancels Service does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive, and the Company will at all times be entitled to all rights available to it under either law or equity.
- 8.19.7 The Customer will be responsible for the payment of all charges for Services provided under this Guidebook and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Guidebook unless specified otherwise herein.
- 8.19.8 If Service is terminated pursuant to or if the Customer cancels Service, the Customer will be deemed to have cancelled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Guidebook.
- 8.19.9 The Company will accept orders from an agent appointed by the Customer. An agency appointment must be sent to the Company in writing. If directed by the Customer, the bill for the Data Service will be sent to the agent and issued in the name of the Customer, in care of the agent. Regardless of the authority the Customer has given the agent to act on behalf of the Customer, the Customer retains responsibility for compliance with Guidebook regulations and any act or omission of the agent.
- 8.19.10 The Customer is responsible for the payment of all charges for Service(s) provided under this Guidebook and for the payment of all assessments, duties, fees, surcharges, taxes, or similar liabilities whether charged to or against the Company or the Customer. This includes but is not limited to amounts the Company is required by governmental, quasi-governmental, or other entities to collect and/or to pay to designated entities. The Company may adjust its rates and charges or impose additional rates and charges on its Customer in order to recover these amounts. Unless specified otherwise herein, if an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a Customer's Service, that entity's charges may be passed through to the Customer. The Customer is responsible for the payment of all such charges.
- 8.19.11 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- 8.19.12 If the Company is acting as an agent of the Customer for ordering Dedicated Access for the provision of Data Service(s) and if the Customer is to be exempted from the monthly special access surcharge charged by the Local Access Provider, it is the Customer's responsibility to provide the Company with an Exemption Certificate.
- 8.19.13 If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with service provided to a specific Customer and those charges are not specifically listed in this Guidebook, those charges will be billed to the Customer on a pass-through basis. The Customer is responsible for payment of such charges.

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8.25 Rule 25 – Interconnection

Subject to the technical limitations established by the Company, Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems. Any special interface equipment or facilities necessary to achieve compatibility between the Company-Provided equipment and facilities and those of other carriers shall be provided at the Customer's expense.

8.26 Rule 26 – Application of Rates and Charges

8.26.1 Application of Base Rate Charges

For rules and regulations regarding the application of charges for Private Line Service and for Frame Relay Service, see the appropriate sections of this Guidebook.

8.26.2 Application of Ancillary/Administrative Charges

(A) Installation Charge

- .1 A non-recurring installation charge applies to each new Service provided by the Company. Installation charges may also apply to existing Service(s) moved to a new location at the Customer's request and changes in Service when re-engineering is required. The charges specified in this Guidebook do not contemplate installation, maintenance or repair work being performed at a time when overtime wages apply as a result of the Customer, Authorized User or Joint User requests, nor do they contemplate work once begun being interrupted by the Customer, Authorized User or Joint User. Installation charges vary by type of Service.

(B) Service Order Change Charge

- .1 A change order is a request by the Customer to add, change or rearrange a portion of Service. Unless otherwise indicated in this Guidebook, the Service Order Change Charge applies when a Customer requests an add, change or rearrangement of Service before installation, and the request requires engineering redesign. Without charge, the Customer may make any change in the information contained in a Service Order for up to and including three (3) business days following the Customer Commitment Date. However, if the Customer notifies the Company more than three (3) days following the Customer Commitment Date and requests to change information on the Service Order that requires the redesign of the Service, the Customer will be billed a Service Order Change Charge.
- .2 Administrative changes such as change of name, billing address or telephone number are considered a record change rather than a change order. A Service Order Change Charge does not apply for record changes.

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SECTION 8 – RULES

8.28 Rule 28 – Term Plan Agreements

8.28.1 General

For Data Service, the Company provides term plans or service commitment periods. The term plan allows the Customer to order Service at rates commensurate with the length of the term. If rates increase during the term, the rates of the term plan agreement will not be affected during the term of the agreement. If rates decrease during the term, the new rate,

8.28.2 Cancellation of Term Plan Agreement

When the Customer cancels a term plan agreement for Service after installation of Service, the Company will cancel the Customer's Service within thirty-five (35) days of the date the Company receives the Customer's written request to cancel Service. If the Customer cancels Service after installation of Service but before the expiration date of the term plan agreement, a TLC applies. The TLC will be calculated as follows:

For Private Line Services:

- 100% of any waived non-recurring charges, credits, and rebates plus
- 50% of the remaining revenue stream for Private Line Service whose term plan is being cancelled prior to the expiration date of the term plan agreement.

For all other Data Services:

- 100% of any waived non-recurring charges, credits, and rebates plus
- 50% of the remaining revenue stream for the Data Services whose term plan is being cancelled prior to the expiration date of the term plan agreement.

8.28.3 Change in Term Plan Agreement

- (A) Change of Service involving a change in term plan agreement may result in a TLC.
- (B) A Customer will not be charged for discontinuing Service under a term plan agreement if the Customer selects and commits to a new term plan for the same Circuit with a longer term. The change in rates will be effective at the start of the next billing cycle following the Company's completion of the processing of the Customer's request.
- (C) The Customer may upgrade Service, either Bandwidth or term, when conditions are met, at the same premises without incurring TLCs provided that a term rate plan is of equivalent or longer period and the Bandwidth is of equivalent or greater Bandwidth. TLC does not apply if Customer disconnects its existing Private Line Service, PRI-ISDN, or DVA prior to contract expiration and, within five (5) business days, signs a contract with a long distance Affiliate of the Company for new "like" Services (Private Line, PRI-ISDN, or DVA) with equal or greater bandwidth, under a contract with equal or greater term than is remaining on the disconnected "like" Service with the Company.

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SECTION 8 – RULES

8.28 Rule 28 – Term Plan Agreements (continued)

8.28.3 (continued)

- (D) If the Customer discontinues Service under a term plan agreement and if the Customer selects and commits to a new term plan agreement with a shorter term for the same Circuit, the Customer must pay the TLC. For Private Line Service, the TLC is equal to the difference in the number of months remaining in the old term plan agreement minus the number of months commitment in the new term plan agreement times 50% of the revenue stream for the Private Line Service whose term plan is being changed. For all other Data Services, the TLC is equal to the difference in the number of months remaining in the old term plan agreement minus the number of months commitment in the new term plan agreement times 50% of the revenue stream for the Service whose term plan is being changed. The change in rates will be effective at the start of the next billing cycle following the completion of the processing of the Customer's request.

8.28.4 Expiration of a Term Plan Agreement

If the Company wishes to cancel a term plan agreement, the Company will provide the Customer sixty (60) days written notice prior to the expiration date of the term plan agreement of the Company's intent to cancel Service upon the expiration date of the term plan agreement.

At the end of the term plan agreement, the Customer may order a new term plan, terminate Service, or if no choice is made, continue Service on the current rate for a grace period not to exceed six months.

If prior to the expiration date of a Customer's term plan agreement the Customer fails to give the Company thirty-five (35) days written notice of the Customer's intent to cancel Service on the expiration date of the term plan agreement, the term plan agreement will be automatically extended for up to six (6) months beyond the expiration date of the original term plan agreement.

If at the end of the six months grace period, the Customer does not notify the Company of its intent to cancel Service or if the Customer does not sign a new term plan agreement, Service will continue on out of term basis, which is 20% higher than the contracted MRCs, subject to any future rate change. The rate increase will be effective after the expiration of the grace period. Effective January 6, 2009 the out of term rate percentage will increase to 40%.

