SECTION 6 - RULES

6.17 Rule 17 - Limitations on Service

See SBC Long Distance, LLC, d/b/a AT&T Long Distance Schedule Cal. P.U.C. No. 6 for additional information regarding Limitations on Service.

6.17.1 Service is offered subject to the availability of facilities, equipment, or systems, the Company's ability to fulfill the request for Service and the provisions of the Company's Tariff Schedule Cal. P.U.C. No. 6 and this California State Voice Long Distance Guidebook. Service is not offered where operating conditions do not permit. The Company reserves the right to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, billing agreements, and/or switch software are not available. In case a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of Switched Services shall take precedence over the establishment of Data Services.

6.17.2 Except for calls from Casual Callers, all Switched Services provided according to the Company's California State Voice Long Distance Guidebook are intrastate add-on Services available from the Company only if the Customer subscribes to the Company's comparable interstate Service offering or interstate promotional offering unless otherwise indicated in this California State Voice Long Distance Guidebook. Unless otherwise indicated in this California State Voice Long Distance Guidebook, intrastate Switched Services are not offered on a stand-alone basis. Unless otherwise stated in this California State Voice Long Distance Guidebook, the method of provisioning a specific Service is determined by the Company.

6.17.3 A third party call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third party call when acceptance of charges at the third number cannot be confirmed.

6.17.4 The Company reserves the right to discontinue Service or to limit the use of Service, when necessitated by conditions beyond the Company's control, or when the Customer or End User is using Service in violation of the law or in violation of the provisions of the Company's Tariff Schedule Cal. P.U.C. No. 6 or this California State Voice Long Distance Guidebook. The Company may regularly review any Customer's toll usage in order to protect itself from fraudulent or excessive usage by high-risk Customers or Customers who are delinquent in their payments. When the Company determines that the usage volume increases the likelihood that a particular Customer will not pay or will be unable to pay for usage, the Company may implement its toll blocking process, including calling card cancellation. Customers will be provided notification of the limit placed upon their toll usage pursuant to the establishment of credit, indebtedness of Service, and toll restrictions provisions of the Company's Tariff Schedule Cal. P.U.C. No. 6 and this California State Voice Long Distance Guidebook.

SECTION 6 - RULES

6.17 Rule 17 - Limitations on Service

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pursuant to the establishment of credit, indebtedness of Service, and toll restrictions provisions of the Company's Tariff Schedule Cal. P.U.C. No. 6 and this California State Voice Long Distance Guidebook.

6.18 Rule 18 - Promotional Offerings

See SBC Long Distance, LLC, d/b/a AT&T Long Distance Schedule Cal. P.U.C. No. 6 for information regarding Promotional Offerings.

6.19 Rule – 19 Timing of Calls

6.19.1 On Station-to-Station calls and on Direct-Dialed calls chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is determined based on standard industry answer detection methods, including hardware and software answer detection. However, when Services are directly connected to a Customer-provided communications systems at the Customer's or End User's premises, chargeable time begins when a call terminates in, or passes through, the first Customer equipment on that Customer-provided communications system. It is the Customer's responsibility to furnish appropriate answer supervision to the point of interface with the Company's Service so that chargeable time may begin.

6.19.2 On Person-to-Person calls, chargeable time begins when connection is established between the calling person and the particular person or station specified or an agreed alternate.

6.19.3 Unless otherwise indicated in this Guidebook, chargeable time ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the operator.

6.20 Rule 20 - Rate Periods

6.20.1 Different rates may be applicable to a call at different times of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. All times shown are local time at the calling station in the case of an outbound call and at the called station in case of an inbound toll free call.

6.20.2 Determining Rate In Effect

For outbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For Toll Free Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect. If a unit of time is split between two (2) or more rate periods, each rate period applies to the portion of the call that occurred during that rate period rounded to the nearest billing increment. If a call is completed by an operator, the time at the beginning of each initial or additional rate period determines the applicable rate period. When a message spans more than one rate period, total charges for each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. The Company may offer a discount or a reduced rate per minute for directors, officers or employees of the Company or of an affiliated company that subscribe to one of the Company's Service offerings described in Section 3 of this Guidebook.

SECTION 6 - RULES

6.21 Rule 21 - Application of Charges

6.21.1 Rounding

Each usage sensitive Switched Service has its own specific initial period and additional period (collectively referred to as billing increments) as specified in Section 3 of this Guidebook. For all Services, fractions of a billing increment are rounded up to the next higher increment for billing purposes. The usage charges for each completed call during a billing month will be computed. If the charge for the call includes a fraction of a cent of $.005 or more, the fraction of such charge is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent. Rounding for charges for Service(s) is on a call-by-call basis.

6.21.2 BTN Account Charges

Discounts - A change in Service or enrollment in a promotional offering that impacts the Customer's usage discount is effective on the first day of the next billing cycle after the change order is processed.

6.21.3 Monthly Recurring, Optional Feature or One-Time Charge

(A) If Service is provided for less than a billing cycle, all associated intrastate monthly recurring charges will be prorated for the time Service was provided to the Customer.

(B) For Customers subscribing to intrastate Service as an add-on to the Company's interstate service, the applicable interstate monthly recurring, optional feature or one-time charges are specified in the Company's interstate Voice Product Reference and Pricing Guide which may be found at www.att.com/servicepublications and are paid in lieu of intrastate monthly recurring, optional feature or one time charges

SECTION 6 - RULES

6.21 Rule 21 - Application of Charges

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Each usage sensitive Switched Service has its own specific initial period and additional period (collectively referred to as billing increments) as specified in Section 3 of this Guidebook. For all Services, fractions of a billing increment are rounded up to the next higher increment for billing purposes. The usage charges for each completed call during a billing month will be computed. If the charge for the call includes a fraction of a cent of $.005 or more, the fraction of such charge is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent. Rounding for charges for Service(s) is on a call-by-call basis.

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Discounts - A change in Service or enrollment in a promotional offering that impacts the Customer's usage discount is effective on the first day of the next billing cycle after the change order is processed.

6.21.3 Monthly Recurring, Optional Feature or One-Time Charge

(A) If Service is provided for less than a billing cycle, all associated intrastate monthly recurring charges will be prorated for the time Service was provided to the Customer.

(B) For Customers subscribing to intrastate Service as an add-on to the Company's interstate service, the applicable interstate monthly recurring, optional feature or one-time charges are specified in the Company's Business and Residential (C)
Product Reference and Pricing Guidebook which may be found at (C)
www.att.com/servicepublications and are paid in lieu of intrastate monthly recurring, optional feature or one time charges

SECTION 6 - RULES

6.22 Rule 22 - Revenue and Term Plan Commitments

6.22.1 General

(A) The terms and conditions for qualifying for each specific offering are described in Section 3 this Guidebook. Business Customers subscribing to one of the Company's High Volume Calling plans, Business Unlimitd Long Distance Plans SBC Long Distance Virtual Private Network (VPN) or Signature Block of Time on a 2-year or 3-year term plan commitment are required to sign term plan agreements. This section also applies to Business Optional Calling Plans with MRC and term commitment are required to sign term plan agreements.

(B) By committing to a MAC or MMC, the Customer commits to spending a predetermined dollar revenue volume, either annually in the case of a MAC or monthly in the case of an MMC.

(C) By making a term plan commitment, the Customer commits to remain a Customer of Company for a specified length of time. Only 1+ outbound, Toll Free Services, and calling card usage rates will remain in effect for the life of the term plan agreement. Unless otherwise indicated in this Guidebook, all other rates, MRCs, NRCs, and per call charges for the Company’s fully automated Calling Card Service Charges, Operator Toll Assistance Services, Directory Assistance Services, and any applicable payphone and other third-party pass through charges, regulatory fees, and surcharges are subject to change during the term of the agreement.

.1 High Volume Calling Plans

At the end of the term plan agreement, if the Customer does not renew their current term plan agreement, nor cancel Services, the Company will revert the term to the original term plan rates on a month-to-month basis.

.2 Small Business Optional Calling Plans

At the end of the term plan agreement, if the Customer does not notify the Company of their intent to cancel Services, the Company will automatically renew the term plan agreement to the same length as the current term plan agreement at the then current guidebook rates as defined in Section 4 of this Guiddebook

SECTION 6 - RULES

6.22 Rule 22 - Revenue and Term Plan Commitments

6.22.1 General

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.2 Small Business Optional Calling Plans

At the end of the term plan agreement, if the Customer does not notify the Company of their intent to cancel Services, the Company will automatically renew the term plan agreement to the same length as the current term plan agreement at the then current guidebook rates as defined in Section 4 of this Guiddebook

6.22 Rule 22 - Revenue and Term Plan Commitments

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on a 2-year or 3-year term plan commitment are required to sign term plan agreements. (C)
This section also applies to Business Optional Calling Plans with MRC and term commitment are required to sign term plan agreements.

(B) By committing to a MAC or MMC, the Customer commits to spending a predetermined dollar revenue volume, either annually in the case of a MAC or monthly in the case of an MMC.

(C) By making a term plan commitment, the Customer commits to remain a Customer of Company for a specified length of time. Only 1+ outbound, Toll Free Services, and calling card usage rates will remain in effect for the life of the term plan agreement. Unless otherwise indicated in this Guidebook, all other rates, MRCs, NRCs, and per call charges for the Company’s fully automated Calling Card Service Charges, Operator Toll Assistance Services, Directory Assistance Services, and any applicable payphone and other third-party pass through charges, regulatory fees, and surcharges are subject to change during the term of the agreement.

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At the end of the term plan agreement, if the Customer does not notify the Company of their intent to cancel Services, the Company will automatically renew the term plan agreement to the same length as the current term plan agreement at the then current guidebook rates as defined in Section 4 of this Guiddebook

SECTION 6 - RULES

6.22 Rule 22 - Revenue and Term Plan Commitments

6.22.1 General

(A) The terms and conditions for qualifying for each specific offering are described in Section 3 this Guidebook. Business Customers subscribing to one of the Company's High Volume Calling plans, Business Unlimited Long Distance Plans or Block of Time on a 2-year or 3-year term plan commitment are required to sign term plan agreements. This section also applies to Business Optional Calling Plans with MRC and term commitment are required to sign term plan agreements.

(B) By committing to a MAC or MMC, the Customer commits to spending a predetermined dollar revenue volume, either annually in the case of a MAC or monthly in the case of an MMC.

(C) By making a term plan commitment, the Customer commits to remain a Customer of Company for a specified length of time. Only 1+ outbound, Toll Free Services, and calling card usage rates will remain in effect for the life of the term plan agreement. Unless otherwise indicated in this Guidebook, all other rates, MRCs, NRCs, and per call charges for the Company's fully automated Calling Card Service Charges, Operator Toll Assistance Services, Directory Assistance Services, and any applicable payphone and other third-party pass through charges, regulatory fees, and surcharges are subject to change during the term of the agreement.

.1 High Volume Calling Plans

At the end of the term plan agreement, if the Customer does not renew their current term plan agreement, nor cancel Services, the Company will revert the term to the original term plan rates on a month-to-month basis unless otherwise indicated in this Guidebook.

.2 Small Business Optional Calling Plans

All term agreements will automatically renew on the first day after the initial or any renewal term has expired at the then current rates for the small business optional calling plan defined in Section 4.7 of this Tariff. (C)

Unlimited plans will remain in effect and the term will automatically renew until either: (a) canceled or changed by the Customer; (b) the Customers terminates Service with the Company; (c) the Company no longer offers this plan to new Customers or to existing Customers moving to new locations or changing the number of access lines[1, 2] under the BTN to which this plan applies; or (d) the Company notifies the Customer this plan is no longer available for auto-renewal; whichever occurs first. (N)

[1]This service not offered under this Tariff (N)
[2]Access Line[1] changes apply to unlimited small business optional calling plans only. (N)

SECTION 6 - RULES

6.22 Rule 22 - Revenue and Term Plan Commitments (continued)

6.22.2 Calculation of MAC and MMC

(A) Customer Subscribes To Any of the Company's High Volume Calling Plans

When the Company acts as an agent of the Customer for provisioning the Local Access required to provide any of the Company's Switched Services that required Dedicated Access and the associated MRCs are paid to the LEC or CLEC directly by the Company on behalf of the Customer, the revenue associated with these pass-through charges will contribute toward meeting the Customer's MAC or MMC.

In addition, revenue associated with any of the Company's High Volume Calling plans and Calling Card - Option 3 and Option 3 categories contributes towards meeting the MAC or MMC as described below. If a Customer subscribes to other inbound, outbound or calling card Services, the revenue will not be counted when calculating whether or not the Customer has met the MAC or MMC commitment for the High Volume Calling.

.1 A MAC or MMC commits the Customer to paying the Company a predetermined amount of revenue resulting from:

.a 1+ outbound domestic and International usage;

.b domestic inbound usage and usage charges associated with Canadian Toll Free Service;

.c domestic and International usage for calling card calls billed to the Calling Card - Option 3 and Option 3 categories;

.d Reserved for future use.

.e Reserved for future use;

.f Reserved for future use.

.g monthly recurring, ancillary, and administrative charges associated with the Company's DVA 6-Pack and/or DVA 12-Pack where available;

.h monthly recurring, ancillary, and administrative charges associated with the Company's PRI-ISDN where available; and

.i any credits associated with a qualified usage item.

.2 Charges associated with directory assistance Service, monthly recurring charges and one time charges, taxes and surcharges, reductions because of promotions (free minutes or reduced price per minute), and adjustments that are not associated with a particular usage item are not included in determining whether the Customer has met the MAC or MMC.

6.22 Rule 22 - Revenue and Term Plan Commitments (continued)

6.22.2 Calculation of MAC and MMC (continued)

(A) (continued)

.3 For Customers subscribing to outbound Service with one BTN, all qualified usage generated under all of the Customer's WTNs billed under that BTN will be totaled to determine if the Customer has met the MAC or MMC for the Customer's BTN. For Customers subscribing to TFS with one BTN, all qualified usage generated under all of the Customer's TFS Numbers associated with that BTN will be totaled to determine if the Customer has met the MAC or MMC for the Customer's BTN.

.4 For selected Services, a Customer with multiple BTNs can group those BTNs together into one Aggregation ID such that all usage within this group can be combined.

(B) Calculating of MMC for Customers Subscribing toSmall Business Optional Calling Plans.

This section applies to Customers that subscribe to any of theSmall Business Optional Calling Plans, except those Small Business Optional Calling Plans referenced in Section 6.5.1 of this Guidebook. Only revenue associated with the Small Business Optional Calling Plans and Calling Card - Option 2 and Option 2 categories contributes towards meeting the MMC. If a Customer subscribes to other inbound, outbound or calling card Services, the revenue will not be counted when calculating whether or not the Customer has met the MMC associated with the Service.

.1 An MMC commits the Customer to paying the Company a predetermined amount of revenue resulting from:

.a 1+ outbound domestic and International usage;

.b domestic inbound usage and usage charges associated with Canadian Toll Free Service;

.c domestic and International usage for calling card calls billed to the Calling Card - Option 2 and Option 2 catergories;

.d any credits associated with a qualified usage item.

.2 Charges associated with directory assistance Service, monthly recurring charges and one time charges, taxes and surcharges, reductions because of promotions (free minutes or reduced price per minute), and adjustments that are not associated with a particular usage item are not included in determining whether the Customer has met the MMC or MAC.

6.22 Rule 22 - Revenue and Term Plan Commitments (continued)

6.22.2 Calculation of MAC and MMC (continued)

(C) Calculation of MMC for Customers Subscribing To Small Business Optional Calling Plans With “15” in its Name

This section applies to Customers that subscribe to the Business Domestic Saver or any Small Business Optional Calling Plan with the number “15” (e.g. Business Domestic Saver 15, etc.) in its name. The rules and regulations for the calculation of MMC are the same as those described above except International usage does not contribute to meeting the MMC.

(D) Customer Subscribes to SBC Long Distance Virtual Private Network (VPN)

Only revenue from Switched Services (Switched Access and Dedicated Access) associated with a particular Corporate BAN will contribute toward meeting the MAC. Revenue from data products will not aggregate to meeting the MAC, even if the Services reside on the same Billing Hierarchy.

.1 A MAC commits the Customer to paying the Company a predetermined amount of revenue resulting from intrastate, interstate, and International 1+ usage charges, (excluding taxes, surcharges and fees), and MRCs as described below. If listed below, usage charges and MRCs associated with VPN always accumulate towards meeting the MAC. If listed below, usage charges and MRCs for all other Services accumulate toward meeting the MAC only if the Aggregation ID for those Services is the same Aggregation ID as the VPN Billing Hierarchy.

.a 1+ usage charges from all of the Customer's outbound and Toll Free Service offerings provided by the Company;

.b 1+ usage generated from VPN remote access calls;

.c 1+ usage generated from calls billed to the Company's LEC Card, Calling Card - Option 2 and Option 2 categories, or Calling Card - Option 3 and Option 3 categories;

.d MRCs for VPN and TFS features;

.e MRCs for DVA and PRI-ISDN access lines associated with the Company's High Volume Dedicated Outbound Calling as described in Section 3 of this Guidebook.

.2 Charges associated with Directory Assistance Service, onetime or non-recurring charges, taxes and surcharges, reductions because of promotions (free minutes or reduced price per minute), and adjustments that are not associated with a particular usage item are not included in determining whether the Customer has met the MAC.

.3 There may be only one VPN Service per Corporate BAN of a Billing Hierarchy. All qualified usage charges and MRCs generated under all of the Customer's BANs under that Corporate BAN will be totaled to determine if the Customer has met the VPN MAC.

SECTION 6 - RULES

6.22 Rule 22 - Revenue and Term Plan Commitments (continued)

6.22.2 Calculation of MAC and MMC (continued)

(D) (continued)

.4 If a Customer's VPN Service has multiple Corporate BANs, the Customer must commit to a separate MAC for each Corporate BAN with VPN Service. If VPN Service is associated with more than one Corporate BAN, the VPN Service associated with a particular Corporate BAN will only contribute to the MAC for that Corporate BAN; i.e., VPN usage charges and MRCs do not aggregate across Corporate BANs or Billing Hierarchies.

6.22.3 Calculation of UUF, Revenue Commitment Shortfall, Current Term Plan Agreement

(A) Unmet MAC

If a Customer subscribing to any of the Company's High Volume Calling Plans (HVCP), remains on the same HVCP but fails to meet its MAC, the Customer will be billed the difference between the actual usage and the unmet MAC within two (2) billing cycles of the Customer's yearly anniversary date. If a Customer subscribing to VPN Service remains on the same VPN service but fails to meet its MAC, the Customer will be billed the difference between the actual usage and the unmet MAC within two (2) billing cycles of the Customer’s yearly anniversary date.

The Company will not charge an early termination fee and/or under utilization fee (ETF/UUF) when a Customer cancels an existing term plan agreement with a MAC if at the same time the Customer signs a new term plan agreement for a functionally equivalent service from the Company or an Affiliate of the Company with a term that is equal to or longer than the remainder of the current term and revenue commitment that is equal to or greater than the unpaid portion of the Customer’s Total Revenue Commitment on the Customer’s current term plan agreement that is being cancelled at the request of the Customer.

(B) Unmet MMC

.1 If a Customer subscribing to any of the Company's Business Optional Calling Plans fails to meet its MMC in any given billing month, the Customer will be billed the difference between the actual usage revenue and the unmet MMC within two (2) billing cycles of the billing period in which the shortfall occurred.

.2 Customers subscribing to any of the Company's High Volume Calling Plans and committing to an MMC will be given up to a three (3) month period for usage ramp up before any UUF is assessed. If a Customer subscribing to any of the Company's High Volume Calling Plans subscribes to an MMC on any date other than the first day of the billing cycle, the partial first month is counted as a full month when determining the length of the ramp up period.

SECTION 6 - RULES

6.22 Rule 22 - Revenue and Term Plan Commitments (continued)

6.22.4 Calculation of UUF, Revenue Commitment Shortfall, Customer Cancels Current Term Plan Agreement and commits to a new Term Plan Agreement

(A) If the Customer wished to change MAC, MMC or plans with a MRC and term plan agreement or the length of a term plan agreement, the Customer must cancel its current term plan agreement and sign a new term plan agreement with new begin/end dates unless otherwise indicated in this Guidebook. If the Customer wished to change the Business Optional Calling Plan associated with its term plan agreement, the Customer must cancel its current term plan agreement and sign a new term plan agreement with new begin/end dates unless otherwise indicated in this Guidebook.

(B) When a Customer cancels an existing term plan agreement and signs a new term plan agreement for the same or different Business Optional Calling Plan, a UUF may apply. The UUF is equal to the lesser of the following and applies if the dollar value is greater than zero:

.1 the difference between the dollar value of the unpaid portion of the Customer's Total Revenue Commitment on the Customer's current term plan and the dollar value of the Customer's Total Revenue Commitment for its new term plan agreement, or

.2 50% of the unpaid portion of the Customer's Total Revenue Commitment on the Customer's current term plan agreement that is being cancelled at the request of the Customer.

(C) The Company will not charge an early termination fee and/or under utilization fee (ETF/UUF) when a Customer cancels an existing term plan agreement with a MAC if at the same time the Customer commits to a new term plan agreement for a functionally equivalent service from the Company or an Affiliate of the Company with a term that is equal to or longer than the remainder of the current term and revenue commitment that is equal to or greater than the unpaid portion of the Customer's Total Revenue Commitment on the Customer's current term plan agreement that is being cancelled at the request of the Customer.

6.22.5 Calculation of UUF, Revenue Commitment Shortfall, Customer Cancels Current Term Plan Agreement and Cancels Service With Company

(A) Customer Cancels - MAC Has Been Met

If the Customer cancels a term Business Optional Calling Plan in the last year of that term plan and the Customer has met the MAC for that year, no term plan early termination fee applies.

(B) Customer Cancels - MAC Has Not Been Met

Unless otherwise indicated in this Guidebook if the Customer cancels a term Business Optional Calling Plan and the MAC has not been met for the current year or for any additional years remaining in the term plan agreement, the early termination fee is equal to 50% of the unmet MAC for the current year and 50% of the unmet MAC for each of the additional years remaining on the term plan agreement.

SECTION 6 - RULES

6.22 Rule 22 - Revenue and Term Plan Commitments (continued)

6.22.5 Calculation of UUF, Revenue Commitment Shortfall, Customer Cancels Current Term Plan Agreement and Cancels Service With Company (continued)

(C) Customer Cancels - MMC for current month Has Been Met (Customer Subscribing to all Small Business Optional Calling Plans).

The early termination fee shall be 50% of the MMC times the number of months remaining in the complete term.

(D) Customer Cancels - MMC for current month Has NOT Been Met (Customer Subscribing to all Small Business Optional Calling Plans).

The early termination fee shall be 50% of the unmet MMC for the current month plus 50% of the MMC times the number of months remaining in the complete term.

(E) Customer Cancels – Business Optional Calling Plans with MRC

Customers that subscribe to Business Optional Calling Plans with MRCs and term plan agreements, who cancel the plan prior to the expiration date of the term plan agreement, may be required to pay an early termination fee. The early termination fee shall be 50% of the MRC times the number of months remaining in the term plan agreement.

(F) The Company will not charge an early termination fee and/or under utilization fee (ETF/UUF) when a Customer cancels an existing term plan agreement with a MAC if at the same time the Customer signs a new term plan agreement for a functionally equivalent service from an Affiliate of the Company with a term that is equal to or longer than the remainder of the current term and revenue commitment that is equal to or greater than the unpaid portion of the Customer's Total Revenue Commitment on the Customer's current term plan agreement that is being cancelled at the request of the Customer.

6.22.6 Start Date and End Date

(A) MAC

Achievement of the MAC is calculated on the Customer's yearly Service Acceptance Date anniversary or upon expiration or early termination of the term agreement commitment.

(B) MMC

MMC is calculated on the Customer's monthly billing cycle.

(C) Term Plan Agreement

When the Customer changes the billing cycle dates in the middle of a term plan agreement, the term plan begin and end dates will not change. The accumulated monies towards the MAC UUF if any, will be based on the begin and end date of the term without regard to the billing cycle.

(D) Business Optional Calling Plans with MRCs

When the Customer changes between Business Optional Calling Plans with MRC, the current term plan will be ended and the start date of new term plan begins on the day the order is processed.

SECTION 6 - RULES

6.22 Rule 22 - Revenue and Term Plan Commitments (continued)

6.22.7 Term Plan Renewal

(A) Business Customer Subscribes to SBC Long Distance Virtual Private Network (VPN) or Any of the Company's High Volume Calling Plans

Ninety (90) days prior to the expiration of a Customer's term plan agreement, the Company will notify the Customer on the Customer's bill advising the Customer the date the term plan expires. If the Customer does not notify the company of its intent to cancel the existing term plan agreement, the Customer will be charged the same usage rates contained in their expired term plan agreement on a month to month basis. Customer's MMC will be the equivalent to their former MAC divided by twelve.

(B) Business Customer Subscribes to All Other Business Optional Calling Plans

If the Business Customer does not notify the Company of its intent to cancel the existing term plan commitment, the term plan will automatically renew on the first day of the next billing cycle for the same length of term plan and MMC if applicable. Within thirty (30) days of the automatic renewal date of a term plan, if the Customer provides notice to the Company that the Customer wishes to cancel the new term plan commitment, the Company will adjust all early termination fees.

6.23 Rule 23 - Aggregation Grouping

6.23.1 Aggregation grouping is the collecting of a Customer's multiple BTNs into a group such that all usage within this group can be combined to determine the Customer's usage rate or volume discount.

6.23.2 The Customer determines which BTN(s) will be aggregated. With Aggregation grouping, the Customer must select one BTN as the master BTN. The BTNs that go together in the Aggregation grouping will be assigned an Aggregation ID.

6.23.3 Changes to a Customer's Aggregation grouping (such as adding or deleting BTNs) will not affect the Customer's MMC, MAC or term plan commitment.

(A) If a Customer has combined Services, i.e. outbound and TFS aggregated together, and chooses to disconnect all of the outbound Services leaving only TFS line(s) that utilizes Switched Access to reach the long distance network, the POTS telephone number associated with TFS must be presubscribed to the Company for the provision of 1+ outbound long distance Service or the Customer's TFS plan must be transferred to one of the Company's High Volume Toll Free Calling plans described in Section 3 of this Guidebook.

(B) If a Direct-billed Customer has combined Services, i.e. outbound and TFS aggregated together, and chooses to disconnect all of the outbound Services leaving only one (1) TFS, TFS may continue to be direct-billed.

SECTION 6 - RULES

6.24 Rule 24 - Lost Or Stolen Calling Card Or PIN

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's calling card or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card. If requested by the Customer, a new calling card and PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

6.25 Rule 25 - Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans following natural or man-made disasters which affect Service.

6.26 Rule 26 - Unused Calling Cards

Any Company Calling Card that has not been used or is no longer used for any continuous 18 month period will be considered abandoned by Company. The Company may, at its sole discretion, deactivate any abandoned Calling Card(s) without further customer notice.

6.27 Rule 27 - Use of Service

6.27.1 The Company's Services are available for use twenty-four hours per day, seven days per week. Unless otherwise restricted herein, Customers may use the Company's Service(s) to place and/or receive intrastate InterLATA and intrastate IntraLATA calls.

6.27.2 The Service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The Customer is liable for all obligations under this California State Voice Long Distance Guidebook not withstanding 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.

6.27.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes including but not limited to use of electronic devices, invalid numbers, and false credit devices to avoid payment for Service contained in this California State Voice Long Distance Guidebook either in whole or in part. 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.

SECTION 6 - RULES

6.28 Rule 28 - Obligations of the Customer

6.28.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

(A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide Service to the Customer.

(B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting from Customer's (or its employees', agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this California State Voice Long Distance Guidebook, misrepresentation of Company Services or rates, or unauthorized or illegal acts of the Customer or its End User, its employees, agents, or independent contractors.

(C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's or End User's material, data, information, or other content transmitted via Service. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the Service(s) provided under this California State Voice Long Distance Guidebook, any Circuit, apparatus, system or method provided by the Customer.

(D) Violation by Customer or End User of any other literary, intellectual, artistic, dramatic, or musical right.

(E) Violations by Customer or End User of the right to privacy.

(F) Any other claims whatsoever relating to, or arising from, message content or the transmission thereof.

(G) All other claims arising out of any act or omission of the Customer or End User in connection with Service provided by the Company.

(H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of Service, whatever the cause and whether negligent or otherwise.

(I) Claims related to lost or stolen calling cards

(J) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer or Authorized Users.

(K) Defacement of, or damage to, the Customer's Premises resulting from the furnishing, installation, and/or removal of Channel facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises.

SECTION 6 - RULES

6.28 Rule 28 - Obligations of the Customer (continud)

6.28.1 (continued)

(L) Claims arising out of the use of Services or Company-Provided equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.

(M) Any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's Circuits, facilities, or equipment connected to Services. This includes without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's Circuits, facilities or equipment, and proceeding to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate Service(s).

6.28.2 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.

6.28.3 The Company's failure to provide or maintain Service under this California State Voice Long Distance Guidebook will be excused by the Customer for all circumstances beyond the Company's reasonable control.

6.28.4 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.

6.28.5 The Customer is responsible for payment for all calls originated at the Customer's number(s), terminated on the Customer's TFS Number, accepted at the Customer's number, billed to a Customer's calling card or any Operator Toll Assistance billing option, or incurred at the specific request of the Customer. The Customer is responsible for paying for all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part. These responsibilities are not changed due to any use, misuse or abuse of the Customer's Service or Customer-provided equipment by third parties, the Customer's employees or the public.

6.28.6 The termination or disconnection of Service(s) by the Company pursuant to this California State Voice Long Distance Guidebook, 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.

SECTION 6 - RULES

6.28 Rule 28 - Obligations of the Customer (continud)

6.28.7 The Customer will be responsible for the payment of all charges for Services provided under this California State Voice Long Distance 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 California State Voice Long Distance Guidebook unless specified otherwise herein.

6.28.8 The Customer will be liable for reimbursing the Company for damages to facilities or Company-Provided equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, contractors, or authorized or unauthorized End User(s).

6.28.9 If Service is terminated 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 California State Voice Long Distance Guidebook.

6.28.10 The Customer will indemnify and hold the Company harmless against any and all liabilities, costs, damages, and expenses resulting from claims by third parties that any calling card or PIN has been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company.

6.28.11 If the Company is acting as an agent of the Customer for ordering Dedicated Access for the provision of Switched 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.

6.11.12 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.

6.28.13 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 California State Voice Long Distance Guidebook, those charges will be billed to the Customer on a pass-through basis. The Customer is responsible for payment of such charges.

6.28.14 The Customer is responsible for the payment of all charges for Service(s) provided under this California State Voice Long Distance 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.

SECTION 6 - RULES

6.29 Rule 29 - Obligations of a Reseller (continued)

6.29.7 If a Reseller switches a subscriber's long distance provider without obtaining permission from the subscriber, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different long distance service provider. In instances where the Reseller has presubscribed lines and/or location to its Service without proper authorization, the Reseller must:

(A) Inform the subscriber of the unauthorized change in long distance service providers; and

(B) Ensure that the subscriber's service is returned to the long distance service provider of choice; and

(C) Pay all applicable charges

6.30 Rule 30 - Changes to Rates and Charges

The Company may adjust its current rates and charges for Services in accordance with Commission rules,. When usage rates are being changed, the change will become effective with the next billing period after the effective date of the rate change.

SECTION 6 - RULES

6.29 Rule 29 - Obligations of a Reseller (continued)

6.29.7 If a Reseller switches a subscriber's long distance provider without obtaining permission from the subscriber, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different long distance service provider. In instances where the Reseller has presubscribed lines and/or location to its Service without proper authorization, the Reseller must:

(A) Inform the subscriber of the unauthorized change in long distance service providers; and

(B) Ensure that the subscriber's service is returned to the long distance service provider of choice; and

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6.30 Rule 30 - Changes to Rates and Charges

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6.31 Rule 31 - American Recovery and Reinvestment Act (AARA)

Under certain circumstances, funds provided under the AARA 0f of 2009 may be subject to certain restrictions, requirements and reporting obligations. AT&T may be subject to some of these restrictions, requirements and reporting obligations when Services and Service Components are purchased with ARRA funds. In order to comply with the restrictions, requirements and reporting obligations associated with the use of ARRA funds (if any), AT&T must be apprised of them before provisioning the Services or Service Components. Accordingly, the Services and Service Components provided under this Guidebook shall not be used to support the performance of any portion of a project or program which has been funded in whole or in part with grants, loans or payments made pursuant to the ARRA, without the prior written agreement of AT&T and Customer regarding any specifically applicable terms, conditions and requirements. Customer shall provide AT&T with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which AT&T specifically agrees in such separate writing) are found to be applicable, then AT&T may, in its sole discretion, reject such order or immediately terminate provision of any affected Service or Service Component without further liability or obligation. N N