

OTHER SERVICES

D2. GENERAL REGULATIONS

TABLE OF CONTENTS

	<u>Sheet No.</u>
2.1 DEFINITIONS - RESERVED	
2.2 SERVICES OF THE COMPANY .....	1 (T)
2.2.1 DESCRIPTION OF SERVICES .....	1
2.2.2 APPLICATION FOR SERVICE .....	2
2.2.3 RATES AND CHARGES FOR SERVICES .....	2
A. RATES AND CHARGES .....	2
B. CHANGES TO RATES AND CHARGES .....	2
2.2.4 LIMITATION OF LIABILITY .....	3
A. LIMITATIONS .....	3
B. TEMPORARY SUSPENSION FOR REPAIRS .....	3
C. PHONE NUMBERS AND DIRECTORY LISTINGS .....	3
2.2.5 INSTALLATION .....	3.1
2.3 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE .....	3.2
2.3.1 ESTABLISHMENT AND REESTABLISHMENT OF CREDIT .....	3.2
2.3.2 ADVANCE PAYMENTS AND DEPOSITS .....	3.2
2.3.3 RENDERING AND PAYMENT OF BILLS .....	3.2
2.3.4 DISPUTED BILLS .....	3.3
2.3.5 INSTALLMENT BILLING .....	3.3
2.3.6 RESERVED	3.3 (T) (D)
2.4 PROMOTIONAL OFFERINGS .....	4

Continued

OTHER SERVICES

D2. GENERAL REGULATIONS

TABLE OF CONTENTS

	<u>Sheet No.</u>
2.5 RELEASE OF MESSAGES, DATA, CREDIT AND CALLING RECORDS .....	4
2.6 REFUSAL, TERMINATION OR DISCONTINUANCE OF SERVICES .....	4
A. TERMINATION OR REFUSAL OF SERVICES .....	4.1
B. DISCONTINUANCE OF SERVICES .....	4.1
C. TERMINATION BY CUSTOMER .....	4.2
	(D)
2.7 DISCONNECTION OF REGULATED EXCHANGE SERVICES .....	4.5
2.8 RESTRICTIONS ON CUSTOMER USE AND RESALE OF SERVICES.....	5
A. UNSOLICITED MARKETING .....	5
B. RESALE .....	5
C. UTILITY CONTENT POLICY .....	5
D. REGULATIONS AND CODES .....	5
E. FRAUDULENT USE .....	5
F. RESERVED.....	5.1
2.9 ASSIGNMENT .....	6
A. CUSTOMER ASSIGNMENT .....	6
B. UTILITY ASSIGNMENT .....	6
2.10 EXISTING CUSTOMERS .....	6
2.11 SPECIAL FEATURES .....	6
2.12 EMERGENCY/DISASTER SERVICE OFFERINGS .....	6
2.13 TEMPORARY SERVICE, SPECULATIVE PROJECTS AND RISK SERVICES ...	6

OTHER SERVICES

D2. GENERAL REGULATIONS

2.1 DEFINITIONS (D)

COMPANY (the Company) (N)

Utility; Pacific Bell Telephone Company d/b/a AT&T California (N)

2.2 SERVICES OF THE COMPANY (T)

2.2.1 RESERVED

2.2.2 APPLICATION FOR SERVICE

Applications for services in this schedule will be accepted by the Company provided that the service is available and the Company has no reason to believe applicant will not comply with the provisions of the tariff. (T)

The Company, on its sole discretion, shall offer services in this schedule in locations where technical capabilities exist and market conditions warrant. (T)

Additional requirements for application for services in this schedule are as specified in Schedule Cal.P.U.C. No. A2.1.3,A.

Continued

OTHER SERVICES

D2. GENERAL REGULATIONS

2.2 SERVICES OF THE COMPANY (Cont'd)

2.2.3 RATES AND CHARGES FOR SERVICES

A. RATES AND CHARGES

1. Rates and charges for services in this schedule are set forth in the applicable product specific tariff sheets and in agreements.
2. Customer may order multiple units of services. To receive any applicable discount Customer must order a minimum number of units. If customer later deletes units and uses less than the minimum number, customer will be charged for the minimum number of units per order.

3. Cost Assessment Charge (CAC)

A Cost Assessment Charge (CAC) is assessed on a percentage basis against all billed revenue for business customers subscribing to the transport services listed below. The CAC is established to recover property taxes from business customers. This charge is not a tax or fee that the government requires AT&T to collect from customers. The CAC does not apply to 911 Services, or any of the following account types: Federal, State and Local Government accounts; Resale accounts; or accounts designed by the Utility as Wholesale.

	<u>Monthly % Rate</u>	
Cost Assessment Charge (CAC)	7.00%	(I)
- AT&T Dedicated Ethernet		

Continued

OTHER SERVICES

D2. GENERAL REGULATIONS

2.2 SERVICES OF THE COMPANY (Cont'd)

2.2.3 RATES AND CHARGES FOR SERVICES (Cont'd)

B. CHANGES TO RATES AND CHARGES

(T)

1. The Company may adjust the current rates and charges for a service by filing revised tariff sheets. The tariff sheets will become effective upon the first calendar day after the filed date, and parties may not protest the adjustment.

(L)

(L)

2. The Company may enter into contracts for services without prior Commission approval. The Company will file with the Commission advice letters for service contracts.

3. The Company may seek to change terms and conditions of the tariff other than rates and charges by filing revised tariff sheets. Such tariff sheets become effective on the first day after the filed date. These changes will be considered temporary tariffs. Absent a protest within the twenty calendar day period, the temporary status of the tariff will automatically become permanent. If a protest is filed, the tariff will remain a temporary tariff until the protest is either withdrawn or resolved by the Commission.

(L) Formerly on Sheet 2.

Continued

OTHER SERVICES

D2. GENERAL REGULATIONS

2.2 SERVICES OF THE COMPANY (Cont'd) (T)

2.2.4 LIMITATION OF LIABILITY

A. LIMITATIONS

Limitations of liability for services in this schedule are as specified in Schedule Cal.P.U.C. No. A2.1.14.

For Special Access Service in Schedule Cal.P.U.C. No. D12. of this tariff, limitations of liability as set forth in Schedule Cal.P.U.C. No. 175-T, Section 2.1.2 are applicable.

(D)

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(D)

B. TEMPORARY SUSPENSION FOR REPAIRS

The Company shall make necessary repairs, modifications, upgrades, or changes in its facilities at any time and may, without liability, suspend or interrupt services temporarily (generally, less than two hours for service during non-peak periods; if more than two hours customer may be notified in advance) for the purpose of making the necessary repairs, modifications, upgrades, or changes in its system. For information regarding unplanned outages, see Schedule Cal.P.U.C. No. A2.1.14.

(T)

For Special Access Service in Schedule Cal.P.U.C. No. D12. of this tariff, limitations of liability as set forth in Schedule Cal.P.U.C. No. 175-T, Sections 2.1.1 and 2.1.11 are applicable.

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(D)

C. PHONE NUMBERS AND DIRECTORY LISTINGS

The phone numbers or assigned numbers associated with services in this schedule are considered to be published telephone numbers, as defined in tariff Schedule A2.1.34. Directory listings, assignment and changing of numbers associated with services herein are as specified in Schedule Cal.P.U.C. No. A2.1.17.

Continued

OTHER SERVICES

D2. GENERAL REGULATIONS

2.2 SERVICES OF THE COMPANY (Cont'd) (T)

2.2.5 INSTALLATION

Upon request, customers will be given an estimated installation date. The Company is not liable if installation of the service is delayed. If customer wants service installation to be expedited, customer may be required to pay a special charge not to exceed \$100.00 per day in which the installation is expedited. (T)

For Special Access Service in Schedule Cal.P.U.C. No. D12. of this tariff, limitations of liability as set forth in Schedule Cal.P.U.C. No. 175-T, Section 5 are applicable.

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Continued

OTHER SERVICES

D2. GENERAL REGULATIONS

2.3 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE

2.3.1 ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

Establishment and reestablishment of credit for services in this schedule shall be consistent with the applicable specifications in Schedule Cal.P.U.C. No. A2.1.6.

For Special Access Service in Schedule Cal.P.U.C. No. D12. of this tariff, Establishment of Credit regulations as set forth in Schedule Cal.P.U.C. No. 175-T, Section 2.4.1 are applicable.

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2.3.2 ADVANCE PAYMENTS AND DEPOSITS

Advance payments and deposits for services in this schedule shall be consistent with the specifications in Schedule Cal.P.U.C. No. A2.1.7.

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Customers may be required to prepay 25% when estimated non-recurring charges are over \$5,000; and 50% when estimated non-recurring charges are over \$10,000.

2.3.3 RENDERING AND PAYMENT OF BILLS

Rendering and payment of bills for services in this schedule shall be specified in Schedule Cal.P.U.C. No. A2.1.9 with the exception of A2.1.9,I.1., A2.1.9,I.4.c. and A2.1.9,I.5. The three (3) month limit to backbilling is not applicable to services in this schedule.

For Special Access Service in Schedule Cal.P.U.C. No. D12. of this tariff, Payment of Rates regulations as set forth in Schedule Cal.P.U.C. No. 175-T, Section 2.4.1 are applicable.

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(D)

Continued



OTHER SERVICES

D2. GENERAL REGULATIONS

2.3 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE (Cont'd)

2.3.4 DISPUTED BILLS

Disputed bills for services in this schedule shall be resolved as specified in Schedule Cal.P.U.C. No. A2.1.10,A.

For Special Access Service in Schedule Cal.P.U.C. No. D12. of this tariff, Payment of Rates regulations as set forth in Schedule Cal.P.U.C. No. 175-T, Section 2.4.1 are applicable.

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2.3.5 INSTALLMENT BILLING

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(D)

Not applicable to Special Services in Schedule Cal.P.U.C. No. D12. of this tariff.

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(D)

2.3.6 RESERVED

(T)  
(D)  
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(D)

Continued

OTHER SERVICES

D2. GENERAL REGULATIONS

2.4 PROMOTIONAL OFFERINGS

The Company may from time to time engage in promotional offerings to the Company's customers. (T)

The Company may waive and/or discount specific tariff rates and/or charges, provide customers with credits based on meeting certain conditions, offer services under different terms and conditions, or offer other incentives to purchase tariffed services as specified in the offer. (T)

2.5 RELEASE OF MESSAGES, DATA, CREDIT AND CALLING RECORDS

The release of messages, data, credit and calling records associated with services in this schedule shall be consistent with the specifications in Schedule Cal.P.U.C. No. A2.1.35.

Continued

OTHER SERVICES

D2. GENERAL REGULATIONS

2.6 REFUSAL, TERMINATION OR DISCONTINUANCE OF SERVICES

A. TERMINATION OR REFUSAL OF SERVICES

If customer is in violation of any provision under this tariff, and such default continues after notice thereof is given by the Company, the Company(T) may, without liability and without waiving any other remedies available to it, cease providing service(s) to customer including any (residential (D) and/or business) services which customer may subscribe to, until such default is remedied.

B. DISCONTINUANCE OF SERVICES

The Company, on its sole discretion, may discontinue offering a service (T) in this schedule, in part or in its entirety, without liability to affected customers and applicants.

The term "frozen/grandfathered service" applies to an obsolete and/or outdated service the Company no longer wishes to provide. The (T) freezing/grandfathering of a service is the Company's method of managing a (T) tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

Services that have been frozen and/or grandfathered will continue to be furnished to the same customer at the same premises until such time as stated in the tariff.

Any requests for additions, disconnections, moves or changes by the customer on a circuit that has Frozen/Grandfathered service, will result in the complete disconnection of the Frozen/Grandfathered status service at the time of the addition, disconnection, move or change.1 Exception to this rule are requests for miscellaneous record order changes, i.e., bill address change, bill name change, miscellaneous corrections, etc.

For Special Access Service in Schedule Cal.P.U.C. No. D12. of this tariff, regulations for Refusal and Discontinuance of Service as set forth in Schedule Cal.P.U.C. No. 175-T, Section 2.1.8 are applicable.

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Continued

OTHER SERVICES

D2. GENERAL REGULATIONS

2.6 REFUSAL, TERMINATION OR DISCONTINUANCE OF SERVICES (Cont'd)

C. TERMINATION BY CUSTOMER

Customer may order services on a long term basis, as opposed to month to month. If the customer terminates service before the end of the term, customer will give the Company thirty (30) days' prior written notice. (T)  
Furthermore, the Company may charge customer a termination fee. The (T)  
termination fee will not exceed the monthly charge for the initial  
quantity of service ordered multiplied by the number of months remaining  
in the term.

If a customer had its non-recurring charges waived due to a promotion requiring a minimum service commitment (e.g., 1 year) and the customer subsequently disconnects prior to the completion of the agreed upon period, then the customer may be liable for the previously waived non-recurring charges.

Additional requirements for refusal, termination or discontinuance of services in this schedule are as specified in Schedule Cal.P.U.C. No. A2.1.31.

For Special Access Service in Schedule Cal.P.U.C. No. D12. of this tariff following, termination liability regulations as set forth in Schedule Cal.P.U.C. No. D12. of this tariff are applicable.

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Continued

OTHER SERVICES

D2. GENERAL REGULATIONS

2.6 REFUSAL, TERMINATION OR DISCONTINUANCE OF SERVICES (Cont'd)

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Continued

OTHER SERVICES

D2. GENERAL REGULATIONS

2.6 REFUSAL, TERMINATION OR DISCONTINUANCE OF SERVICES (Cont'd)

(D)

(D)

Continued (T)

OTHER SERVICES

D2. GENERAL REGULATIONS

2.7 DISCONNECTION OF REGULATED EXCHANGE SERVICES

The Company will not temporarily or permanently disconnect customer's regulated exchange or private line service solely for non-payment of charges for a service in this schedule. (T)

Continued

OTHER SERVICES

D2. GENERAL REGULATIONS

2.8 RESTRICTIONS ON CUSTOMER USE AND RESALE OF SERVICES

A. UNSOLICITED MARKETING

No customer is permitted to use services in this schedule for unsolicited marketing announcement services, or in a way that may jeopardize the service network or other customers' use of any Company service. The Company will investigate any abusive or unsolicited marketing (whether voice, facsimile or electronic image) and take appropriate action, including possible referral to law enforcement agencies or discontinuance of customer's services provided by this schedule. Such services will be reinstated only after customer agrees to the Company's terms and conditions for the use of each such service. Notwithstanding the above, the tariff sheets or agreements for a specific service contained herein may provide that a particular service may be used for unsolicited marketing, so long as such use is consistent with any applicable law. (T)

B. RESALE

No customer may resell a service contained in this schedule without the express written permission of the Company. (T)

C. COMPANY CONTENT POLICY

Customer shall use services in this schedule in a manner consistent with the Company's content policy. Customer shall indemnify, and hold the Company harmless from and against any and all liability, claims, damages, fines or penalties (including attorney fees) that may be sustained by reason of customer's failure to comply with such content policy. (T)

D. REGULATIONS AND CODES

Customer shall comply with all applicable federal, state and local laws, regulations and codes, including, but not limited to, the procurement of permits, certificates and licenses when needed in the provisioning and use of services in this schedule. Customer shall indemnify and hold the Company harmless from and against any and all liability, claims, damages, fines or penalties (including attorney fees) that may be sustained by reason of customer's failure to comply with such federal, state and local laws, regulations and codes. (T)

E. FRAUDULENT USE

Customer may not charge any calls to the service access number or otherwise use a service in this schedule in a fraudulent manner. The Company is not liable for any such charges. (D)

Continued



OTHER SERVICES

D2. GENERAL REGULATIONS

2.8 RESTRICTIONS ON CUSTOMER USE AND RESALE OF SERVICES (Cont'd)

F. RESERVED

(T)  
(D)

(D)

Continued

OTHER SERVICES

D2. GENERAL REGULATIONS

2.9 ASSIGNMENT

A. CUSTOMER ASSIGNMENT

Customer may not assign its rights or delegate its obligations and duties regarding the provisioning of services in this schedule to customer, without the prior written consent of the Company. (T)

B. COMPANY ASSIGNMENT

The Company may, at any time, assign any and all of its rights and delegate its duties under this tariff to (i) any present or future affiliate, or (ii) any other company, if such assignment will, in the Company's opinion, assist in the implementation of any law or ruling issued by any judicial or other governmental authority. In the event the Company withdraws a service offering, in whole or in part, the Company may assign any and all of its rights and delegate its duties for such Service under this tariff to (i) any present or future affiliate, or (ii) any other company. Any of the assignees described above will not be bound by the terms and conditions of this tariff, and are free to offer such services under new terms and conditions. (T)

2.10 EXISTING CUSTOMERS

The terms and conditions of this tariff supersede all contracts with customers for services in this tariff, which became effective on or before the date of this tariff; provided, however, that all mutually executed agreements for services, which were in effect on or before the effective date of this tariff, shall remain in full force and effect to the extent they are consistent with the terms and conditions of this tariff.

2.11 SPECIAL FEATURES

From time to time, customers may request features which are not described in this tariff. These special feature requests will be dealt with on an individual case basis and provided under contract.

2.12 EMERGENCY/DISASTER SERVICE OFFERINGS

In the event of an emergency or disaster, such as an earthquake, flood, fire, civil disturbance, or other similar catastrophe, the Company may, at its sole discretion, elect to provide specified services in this schedule at no charge to customers affected by the emergency/disaster. (T)

2.13 TEMPORARY SERVICE, SPECULATIVE PROJECTS AND RISK SERVICES

Services which are temporary, speculative or risk type services will be provided as set forth in Schedule Cal.P.U.C. A2.1.13,A.1.

Continued

OTHER SERVICES  
D2. GENERAL REGULATIONS

2.14 CHANGE IN SERVICE ARRANGEMENT

(N)

If a modification of use, as declared by the customer, causes a Special Access or Switched Ethernet service to be re-designated from Intrastate Special Access or Intrastate Switched Ethernet to Interstate Special Access or Interstate Switched Ethernet, such a change is allowed without incurring Termination Charges, providing all of the following conditions are met:

- There must be no change in service location.
- The new Term Payment Plan (TPP) must be equal to or longer than the remaining time in the existing TPP.

Upgrades are permitted subject to terms and conditions of the underlying product tariff. Rates and charges associated with service under the new jurisdiction will apply.

(N)