

1. RULES

The following Rules for services in other LEC exchanges such as disputed bill procedure, deposit policies and procedures for termination service are described in the tariff or Guidebook schedule indicated next to that rule.

For convenience, the following material is repeated here from Schedule Cal. P.U.C. No. G2. General Regulations, 2.1, "Rules". (N)  
(N)

1.1 RULE NO. 1 - DEFINITIONS

Definitions relating to AT&T California services are described in California Guidebook Part 2, Section 2 and are applicable to this Guidebook schedule. (C)  
Additional definitions may be found in Schedule Cal. P.U.C. No. 175-T, Section 2.6 and Schedule Cal. P.U .C. No. A2.1.1. (C)  
(N)

Access Services or Special Access Services - For the purposes of this AT&T California Out of Territory Guidebook, "Access Services" or "Special Access Services" will mean the following: Coordinated End-User Service (CE-US), Voice Grade Services, High Capacity Service, Advanced Digital Network, Optical Carrier Network (OCN) Point to Point Service, OC-3, OC-12, OC-48 Dedicated SONET Ring Service, GigaMAN Service, DecaMAN Service, Video Service, and SONET Ring and Access Services. (N)

1.2 RULE NO. 2 - DESCRIPTION OF SERVICES IN OTHER LEC EXCHANGES

Description of services in other LEC exchanges are those services offered by the Company as described in 2.1, following. (C)

1.3 RULE NO. 3 - APPLICATION FOR SERVICE

Applications for service will be accepted by Company provided that the service is available and the Company has no reason to believe applicant will not comply with the provisions of the Guidebook. Customers must complete and sign the Utilities standard service order form(s).

Services may be initiated based upon a written agreement between the Company and the Customer. Prior to the agreement the Customer shall be informed of all rates and charges for the services the Customer has agreed upon. Rates and charges will appear on the Customer's first bill. Company, on its sole discretion, shall offer services in locations where technical capabilities exist and market conditions warrant.

Additional requirements for application for service are as specified in California Guidebook Part 2, Section 2.

1. RULES (cont'd)

1.4 RULE NO. 4 - RATES AND CHARGES FOR SERVICES

RATES AND CHARGES

- A. Rates and charges for services are set forth in the applicable product specific tariff or Guidebook sheets and in agreements.
- B. 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.

1. RULES (cont'd)

1.5 RULE NO. 5 - ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

Establishment and re-establishment of credit for services shall be consistent with the specifications in California Guidebook Part 2, Section 2.

1.6 RULE NO. 6 - ADVANCE PAYMENTS AND DEPOSITS

Advance payments and deposits for services shall be consistent with the specifications in California Guidebook Part 2, Section 2.

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.

For Access Services or Special Access Services, see Schedule Cal. P.U.C. No. 175-T, Section 2.4.1(A), Payment of Rates, Charges and Deposits.

1.7 RULE NO. 7 - RENDERING AND PAYMENT OF BILLS

Rendering and payment of bills for services shall be specified in California Guidebook Part 2, Section 2 with the exception of Paragraphs 1.1, 1.4 c(b) and 1.5. The three (3) month limit to back billing is not applicable to services in other LEC exchanges.

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For Access Services or Special Access Services, see Schedule Cal. P.U.C. No. 175-T:

- Payment of Rate, Charges and Deposits, Section 2.4.1 (B)-(H)
- Minimum Periods, Section 2.4.2
- Title or Ownership Rights, Section 2.4.7
- Billing of Access Services by More Than One Company, Section 2.4.8

1.8 RULE NO. 8 - DISPUTED BILLS

Disputed bills for services shall be resolved as specified in California Guidebook Part 2, Section 2, or for Access Services or Special Access Services, see Schedule Cal. P.U.C. No. 175-T, Section 2.4.1.(B)(3)(c)-(d).

1.9 RULE NO. 9 - PROMOTIONAL OFFERINGS, SERVICE WARRANTIES, DISCOUNTED OFFERINGS, DONATED OFFERINGS AND PRICE GUARANTEES

Company may offer promotional offerings (e.g., free installation, first month free, etc.), service warranties, discounted offerings, and donated offerings, and guaranteed pricing. These promotional offerings are listed in California Out of Territory Guidebook Part 2, Section 8.

1.10 RULE NO. 10 - RELEASE OF MESSAGES, DATA, CREDIT AND CALLING RECORDS

The release of messages, data, credit and calling records associated with services shall be consistent with the specifications in California Guidebook Part 2, Section 2.

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1. RULES (cont'd)

1.11 RULE NO.11 - REFUSAL, TERMINATION OR DISCONTINUANCE OF SERVICES

A. TERMINATION OR REFUSAL OF SERVICES

If Customer is in violation of any provision under this Guidebook, and such default continues after notice thereof is given by Company, Company may, without liability and without waiving any other remedies available to it, cease providing the applicable service to Customer.

B. DISCONTINUANCE OF SERVICES

Company, on its sole discretion, may discontinue offering a service, in part or in its entirety, without liability to affected Customers and applicants.

Company may file and make effective on one day's notice advice letters freezing and withdrawing service offerings. Service offerings may be frozen and withdrawn as of the effective date of the advice letter.

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 Company thirty (30) days' prior written notice. Furthermore, Company may charge Customer a termination fee. The termination fee will not exceed the greatest monthly total of charges billed for the service during the term multiplied by the number of months remaining in the term.

In the case of termination of any service purchased on a month-to-month basis, the minimum charge for any portion of the month shall not be less than the monthly recurring charge for that service.

If a customer had their 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 are as specified in California Guidebook Part 2, Section 2, or for Access Services or Special Access Services, see Schedule Cal. P.U.C. No. 175-T, Section 2.1.8, Refusal and Discontinuance of Service.

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1. RULES (cont'd)

1.11 RULE NO. 11 – REFUSAL, TERMINATION OR DISCONTINUANCE OF SERVICES (cont'd)

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1. RULES (cont'd)

1.11 RULE NO. 11 – REFUSAL, TERMINATION OR DISCONTINUANCE OF SERVICES (cont'd)

(D)

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## 1. RULES (cont'd)

## 1.12 RULE NO.12 - DISCONNECTION OF SERVICES

Company will not temporarily or permanently disconnect Customer's regulated exchange or private line service solely for non-payment of charges for service.

## 1.13 RULE NO.13 - RESTRICTIONS ON CUSTOMER USE AND RESALE OF SERVICES

## A. UNSOLICITED MARKETING

No Customer is permitted to use services for unsolicited marketing or in a way that may jeopardize the service network or other Customers' use of any Company service. 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. Services will be reinstated only after Customer agrees to Company's terms and conditions for the use of each such service. Notwithstanding the above, the tariff or Guidebook sheets or agreements for a specific service may provide that a particular service may be used for unsolicited marketing, so long as such use is consistent with any applicable law.

## B. COMPANY CONTENT POLICY

Customer shall use services in a manner consistent with Company's Content Policy. Customer shall indemnify, and hold 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.

## C. 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. Customer shall indemnify and hold 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.

1. RULES (cont'd)

1.13 RULE NO. 13 – RESTRICTIONS ON CUSTOMER USE AND RESALE OF SERVICES (cont'd)

D. FRAUDULENT USE

Customer may not charge any calls to the service access number or mailbox number, or otherwise a service in a fraudulent manner. Company is not liable for any such charges.

1.14 RULE NO. 14 - LIMITATION OF LIABILITY AND CONTINUITY OF SERVICE

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A. LIMITATION OF LIABILITY FOR DETARRIFFED SERVICES

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For services offered on a detariffed basis pursuant to Decision 07-09-018, see the AT&T Business Services Agreement, available at att.com/servicepublications .

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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 customers will 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 California Guidebook Part 2, Section 2.

C. For Access Services or Special Access Services, see the following subjects in Schedule Cal. P.U.C. No. 175-T:

(N) /1/

- Undertaking of the Company, Limitations, Section 2.1.2
- Notification of Service-Affecting Activities, Section 2.1.11
- Coordination with Respect to Network Contingencies, Section 2.1.12
- Interference or Impairment, Section 2.2.2
- Re-Establishment of Service Following Fire, Flood or Other Occurrence, Section 2.4.6

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/1/ Material now appears on Sheet 9.



1. RULES (cont'd)

1.15 RULE NO. 15 - ASSIGNMENT

/1/

A. CUSTOMER ASSIGNMENT

Customer may not assign its rights or delegate its obligations and duties regarding the provisioning of services to Customer, without the prior written consent of Company.

B. COMPANY ASSIGNMENT

The Company may, at any time, assign any and all of its rights and delegate its duties under this Guidebook to any present or future affiliate, or any other company, if such assignment will, in Company's opinion, assist in the implementation of any law or ruling issued by any judicial or other governmental authority. Said assignee will not be bound by the terms and conditions of this Guidebook, and is free to offer such services under new terms and conditions.

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1.16 RULE NO. 16 - EXISTING CUSTOMERS

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

1.17 RULE NO. 17 - SPECIAL FEATURES

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

1.18 RULE NO. 18 - INSTALLATION

Upon request, Customers will be given an estimated installation date. 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 which the installation is expedited.

For Ordering Options applicable to Access Services or Special Access Services, see Part 2, Section 2, herein.

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1.19 RULE NO. 19 - TELEPHONE DIRECTORIES, LISTINGS AND NUMBERS

Ownership of telephone directories, assigning and changing of telephone numbers shall be consistent with the specifications in California Guidebook Part 2, Section 2.

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/1/ Material formerly appeared on Sheet 8

/2/ Material now appears on Sheet 10

1. RULES (cont'd)

1.20 RULE NO. 20 - LEGAL REQUIREMENTS FOR REFUSAL OR DISCONTINUANCE OF SERVICE /1/ (C)

Legal requirements for refusal or discontinuance of services shall be consistent with the specifications in California Guidebook Part 2, Section 2. /1/

For Access Services or Special Access Services, see Schedule Cal. P.U.C. No. 175-T: (N)

- Refusal and Discontinuance of Service, Section 2.1.8 (N)
- Interference or Impairment, Section 2.2.2 (N)

1.21 RULE NO. 21 - NONPUBLISHED SERVICE - RELEASE OF INFORMATION /1/

Definition of non-published service and the release of information shall be consistent with the specifications in California Guidebook Part 2, Section 2. /1/

1.22 RULE NO. 22 - CREDIT INFORMATION AND CALLING RECORDS - RELEASE OF INFORMATION

Definition of credit information and calling records service and the release of information shall be consistent with the specifications in California Guidebook Part 2, Section 2.

1.23 RULE NO. 23 - SURCHARGE TO FUND THE CALIFORNIA PUBLIC UTILITIES COMMISSION REIMBURSEMENT FEE

The surcharge for funding the California Public Utilities Commission shall be consistent with the specifications in California Guidebook Part 2, Section 2.

1.24 RULE NO. 24 - SURCHARGE TO FUND CALIFORNIA HIGH-COST FUND-A

The surcharge for funding the California High-Cost Fund-A shall be consistent with the specifications in California Guidebook Part 2, Section 2.

1.25 RULE NO. 25 - SURCHARGE TO FUND CALIFORNIA HIGH-COST FUND-B

The surcharge for funding the California High-Cost Fund-B shall be consistent with the specifications in California Guidebook Part 2, Section 2.

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/1/ Material formerly appeared on Sheet 9

/2/ Material now appears on Sheet 11

**1. RULES (cont'd)****1.26 RULE NO. 26 - SURCHARGE TO FUND CALIFORNIA RELAY SERVICE AND COMMUNICATIONS DEVICE FUND**

The surcharge for funding the California Relay Service and Communications Device Fund shall be consistent with the specifications in Schedule Cal.P.U.C. No. A5.2.3,D.1.

**1.27 RULE NO. 27 - SURCHARGE TO FUND CALIFORNIA LIFELINE FUND**

The surcharge for funding the California Lifeline Fund shall be consistent with the specifications in Schedule Cal. P.U.C. No. A5.2.5,E.18.

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**1.28 RULE NO. 28 - SURCHARGE TO FUND CALIFORNIA TELECONNECT FUND**

The surcharge for funding the California Teleconnect Fund shall be consistent with the specifications in California Guidebook Part 2, Section 2.

**1.29 RULE NO. 29 - RE SALE OF SERVICES**

Services provided pursuant to this Guidebook may be resold at the price, terms, and conditions set forth in this Guidebook without any discounts. Other applicable provisions in California Guidebook Part 2, Section 2 and Schedule Cal.P.U.C. No. 175-T, Section 18, also apply.

**1.30 RULE NO. 30 - LOCAL NUMBER PORTABILITY**

The rules and regulations for Directory Number Call Forwarding (DNCF) service set forth in California Guidebook Part 24, Section 3 shall apply to DNCF services purchased in association with DID trunks, PRI Service, or SuperTrunk<sup>®</sup> /<sup>1/</sup> serviced provided pursuant to this Guidebook. The rates shall be set on an individual cases basis.

Inward DNCF may be offered as an interim service offering within a rate area until Local Number Portability is implemented in the respective Metropolitan Statistical Area (MSA). Inward DNCF may also be offered as a permanent service offering in those areas that are not scheduled for LNP capability pursuant to the LNP MSA conversion schedules. The rates shall be set on an individual cases basis.

When a customer chooses to terminate DNCF service, a telephone number that is homed on a Company switch will be retained by the Company.

When a customer chooses to terminate DNCF service and the telephone number is homed on a non-Company switch, the customer must contact the other telephone company owning the switch where the telephone number is homed to make arrangements to port the number.

<sup>1/</sup> Effective June 30, 2016, SuperTrunk service is Grandfathered. See Part 20, Section 4.

## 1. RULES (cont'd)

## 1.31 RULE NO. 31 - DISCOUNTED ADVANCED SERVICES

- A. Decision 96-10-066 authorizes discounted advanced services for qualifying schools, libraries, hospitals and health clinics, and community based organizations.

## 1. Schools and Libraries:

Only public and non-profit schools providing elementary or secondary education, and which do not have endowments of more than \$50 million, shall qualify for the discounted rates for schools. Only those libraries that are eligible for participation in state-based plans for funds under Title III of the Library Services and Construction Act, shall qualify for the discounted rates for libraries. Qualifying schools and libraries shall be entitled to a 50% discount off tarified, detarified, or negotiated/contract rates. Discounted rates are available for measured business service, switched 56, Integrated Services Digital Network (ISDN) service, T-1 service, and DS-3, or their functional equivalents. There is no limit on the number of subsidized lines that a school or library can have.

## 2. Hospitals and Health Clinics:

Municipal and county government owned and operated hospitals and health clinics qualify for a 20% discount off tarified, detarified, or negotiated/contract rates. Discounted rates apply to switched 56, ISDN, T-1 and DS-3 service, or their functional equivalents.

## 1. RULES (cont'd)

## 1.31 RULE NO. 31 - DISCOUNTED ADVANCED SERVICES (cont'd)

## A. (cont'd)

## 3. Community Based Organizations (CBOs):

Only a tax exempt organization offering health care, job training, job placement, or educational instruction, shall qualify for the discounted rates for CBOs. A "tax exempt organization" shall refer to an organization described in Section 501(c)(3) or 501(d) of the Internal Revenue Code, Title 26 of the United States Code. In order to qualify for the CBO discount, the CBO must provide proof of qualification at the time of application. Qualifying CBOs shall be entitled to a 25% discount off tariffed, detariffed, or negotiated/contract rates. The CBO shall be limited to a total number of: two switched 56 lines or their functional equivalents; two ISDN lines or their functional equivalents; one switched 56 line or its functional equivalent and one ISDN line or its functional equivalent; or one T-1 line or its functional equivalent.

These discounted rates may not be resold to, or shared with, any other non-qualifying entity or person.

1. RULES (cont'd)

1.31 RULE NO. 31 - DISCOUNTED ADVANCED SERVICES (cont'd)

B. The following services have been determined to be functional equivalents:

PBX Trunk - Business Access Trunk Line Service is used for customer premise equipment such as multi-line key systems or a PBX equivalent. It provides equivalent access to the network as a 1MB.

CENTREX Line - This service provides local exchange telecommunications service with access to local calling, local toll calling and long distance carrier networks and can transport low speed analog data like a 1MB.

CENTREX ISDN - This service provides local exchange telecommunications service that provides an integrated voice/data communications capability for the transmission of circuit switched voice, circuit switched data and packet switched data utilizing an ISDN architecture.

SMDS - Provides a high speed public wide-area, connectionless packet/cell-switching service that provides LAN-like performance over a metropolitan area or a WAN backbone. It provides the equivalent service as DS0 (ADN), DS1 (Hi-Cap) and DS3.

1. RULES (cont'd)

1.31 RULE NO. 31 - DISCOUNTED ADVANCED SERVICES (cont'd)

B. (cont'd)

Frame Relay – Provides customers with a high speed packet switched data service for their wide area networking needs. It provides the equivalent service as DS0 (ADN), DS1 (Hi-Cap) and DS3.

ATM Cell Relay Service – Provides a high speed connection oriented transport service. Pacific Bell's CRS is implemented using Asynchronous Transfer Mode (ATM) technology. It provides the equivalent service as DS1 (Hi-Cap), DS3 and OC-3c products.

Advanced Digital Network Service (ADN) - Provides end to end or end to multi-point connection which is similar to Frame Relay DS0, and SMDS DS0.

1.32 RULE NO. 32 - BILLING SURCHARGES

Billing surcharges as described in California Guidebook Part 2, Section 2, Rule 33, shall not apply to any recurring rates and nonrecurring charges for any service offered under this Guidebook.

1. RULES (cont'd)

1.33 RULE NO. 33 - OFF-PREMISES EXTENSION LINE SERVICES

Extension services will be installed from the Company's local loop demarcation point at the main service location to the Company's demarcation point at the off premises location in accordance with the following:

A. Same Customer:

An off-premises extension line service will be installed on an off-premises location of the same customer.

B. Joint Users or Different Customers:

An off-premises line extension service, including secretarial line service, will be installed on an off-premises location of a party other than the customer only when the occupant of the off-premises location is a joint user of the service or a customer to individual or trunk access line service.



1. RULES (cont'd)

1.33 RULE NO. 33 - OFF-PREMISES EXTENSION LINE SERVICES (cont'd)

Extension services will be installed from the Utility's local loop demarcation point at the main service location to the Company's demarcation point at the off premises location in accordance with the following: (cont'd)

- C. When an extension line service is terminated on a different customer's premises, the customer of the extension line service, is responsible for all rates and charges associated with the extension line service including charges for local, zone calling and message toll calls billed to the primary service of the extension line.
- D. When a joint user shares in the use of a customer's business service, the customer of the primary service remains responsible for all rates and charges associated with the joint user including charges for local, zone calling and toll calls billed to the primary service.
- E. The customer is responsible for all wire, standard jacks which must conform to Part 68, Subpart F, of the FCC's Rules and Regulations and equipment beyond the Utility's local loop demarcation point.

## 1. RULES (cont'd)

## 1.34 RULE NO. 34 - PRIORITY OF ESTABLISHMENT, SUPERSEDURE OF SERVICE AND CHANGE IN BILLING

SUPERSEDURE AND CHANGE IN BILLING<sup>1</sup>

An arrangement for supersedure or change in billing of a working service may be made under the following conditions:

The applicant qualifies for the establishment of service under these Rules and other applicable tariff or Guidebook schedules. Verbal approval is required from the outgoing customer and the applicant for business and residence service.<sup>2</sup>

The outgoing customer shall be notified of the effective date of supersedure or change in billing and shall be responsible for charges for the service and other obligations such as contracts and basic termination charges through the effective date. The Company may refuse a request for supersedure or change in billing when the outgoing customer does not provide a final bill address (other than the service address) and a telephone number where they can be reached. The applicant is responsible for charges for the service beginning the day after the effective date of supersedure or change in billing. Continuing obligations, such as contracts or basic<sup>3</sup> termination charges become the obligation of the incoming customer at the same time.

NOTE 1: Refer to California Guidebook Part 3, Section 1. for application of charges and California Out of Territory Guidebook Part 2, Section 2 for definitions.

NOTE 2: The requirements for verbal approvals from the outgoing customer may be waived if the outgoing customer cannot be reached and the incoming customer can present evidence to the Company of their responsibility for the account.

NOTE 3: If the applicant is not eligible for an existing product and/or service, the Company may remove the product and/or service at the time the order for the supersedure or change in billing is taken. These products and/or services are Concession, Universal Lifeline Telephone Service, Discount Calling Plans and essential services.

## 1. RULES (cont'd)

## 1.34 RULE NO. 34 - PRIORITY OF ESTABLISHMENT, SUPERSEDURE OF SERVICE AND CHANGE IN BILLING (cont'd)

SUPERSEDURE AND CHANGE IN BILLING<sup>1</sup> (cont'd)

Upon receiving verbal approval from the Outgoing Customer, the Company or its authorized employees shall provide, upon request from the Incoming Customer, a full itemization of the recurring rates, nonrecurring charges and contractual obligations as set forth in the effective<sup>3</sup> tariff or Guidebooks of the Company which are applicable to services currently being billed.

Within two working days after the taking of a completed order the Company will mail, electronically by e-mail<sup>4</sup> or by postal service depending on customer's request a confirmation letter to the incoming customer setting forth a brief description of the services and the specific recurring rates, nonrecurring charges and contractual obligation as set forth in the effective<sup>2</sup> tariff or Guidebooks of the Company which are applicable to the services currently being billed.

Supersedure and Change in Billing are not applicable once a 7 calendar day written notice of possible discontinuance of service has been sent to the customer, or while a service is temporarily discontinued, temporarily suspended, partially or permanently discontinued by the Company.

The outgoing customer may discontinue the service at any time prior to the effective date of the supersedure or change of billing.

The Company may discontinue the service, with the approval of the outgoing customer, when required authorization is not obtained from the incoming customer within five (5) business days of the request for Supersedure or Change in Billing.

NOTE 1: For definitions see California Guidebook Part 2, Section 2 preceding.

NOTE 2: Itemization will be provided to all single line business customers effective on October 24, 1988. Itemization for all other business customers will be implemented on April 1, 1989. During the interim, full itemization will be provided to all other business customers upon request.

NOTE 3: Itemization will be provided to all single line business customers effective on October 24, 1988. Itemization for all other business customers will be implemented on April 1, 1989. During the interim, full itemization will be provided to all other business customers upon request.

NOTE 4: E-mail confirmation will only apply where facilities and/or operating conditions permit.

**2. TERMS AND CONDITIONS**

All terms and conditions relating to the individual service offerings found in this Guidebook schedule as specified on the List of Services, following, can be found in the Guidebook schedules indicated next to that service. All of these terms and conditions are applicable to the provision of service from these Guidebook.

**2.1 LIST OF SERVICES**

	<u>Refer To</u> <u>California Guidebook</u>	
A. Basic Exchange Service		
Business Measured Rate Service	Part 4, Section 2	
DID Service	Part 4, Section 2	
Direct Dialed Calls to Directory Assistance	Part 11, Section 2	
Hunting	Part 4, Section 2	
Measured Rate Service	Part 4, Section 2	
PBX Service	Part 4, Section 2	
SuperTrunk® Service <sup>/1/</sup>	Part 20, Section 4	
Zone Usage Measurement	Part 4, Section 2	
Premium Exchange Services		
Custom Calling Services - Business	Part 7, Section 2 Part 20, Section 7	
Toll Blocking	Part 7, Section 5	
B. Centrex Service		
Basic Centrex Access	Part 5, Section 1	
Centrex Options and Features	Part 5, Section 1	
C. ISDN Service		
BRI <sup>/2/</sup>	Part 20, Section 17	(C)
PRI	Part 17, Section 2	

/1/ Effective June 30, 2016, SuperTrunk service is Grandfathered. See Part 20, Section 4.

/2/ Effective September 1, 2021, ISDN – BRI service is Grandfathered. See Part 20, Section 17.

2. TERMS AND CONDITIONS (cont'd)

2.1 LIST OF SERVICES (cont'd)

D. Fast Packet Services

Refer to  
California Out-of-Territory Guidebook

Asynchronous Transfer Mode/Cell Relay Service (ATM/CRS)	Part 6, Section 2
Frame Relay Service	Part 6, Section 2
Switched Multi-Megabit Data Service (SMDS)	Part 6, Section 2

Refer to  
California Guidebook

E. CUSTOM 8 SERVICE<sup>2</sup>

Custom 8	Part 10, Section 1
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F. INTRALATA TOLL SERVICE

Local Toll	Part 9, Section 1
Value Promise <sup>SM</sup>	Part 9, Section 1
Value Promise <sup>SM</sup> Plus	Part 9, Section 1
Volume Discounts	Part 9, Section 1

G. Operator Services

Basic Referral	Part 11, Section 1
Centrex, Airport Intercommunicating and Direct Inward Dial Services	Part 11, Section 1
Non-Published Number Report	Part 11, Section 1

H. Directory Services

Directory Assistance Service	Part 2, Section 15
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- /1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006. See General Regulations, Schedule Cal.P.U.C. No. 175-T, Section 2.1.4,F.
- /2/ Limited Offering Service effective September 5, 2007. See California Out-of-Territory Guidebook Part 10, Section 1, following.

2. TERMS AND CONDITIONS (cont'd)

2.1 LIST OF SERVICES (cont'd)

	<u>Refer to California Guidebook</u>	
I. Measured Rate Services	Part 4, Section 2	
Business Measured Rate Service	Part 4, Section 2	
j. Advanced Intelligent Network		
Custom Virtual Network	Part 6, Section 5	
K. Miscellaneous Service Offerings		
Account Codes	Part 8, Section 8	
Duplicate Bill Charge	Part 8, Section 8	(D)
Preferential Bill Date (PBD)	Part 8, Section 8	
Summary Billing (SB)	Part 8, Section 8	
L. Easy 8 Toll-Free Service <sup>/2/</sup>		
Easy 8 Toll-Free Service - Business	Part 10, Section 1	
M. Premium Exchange Services		
Business Preferred <sup>/1/</sup>	Part 7, Section 2 Part 20, Section 7	
Custom BizSaver	Part 20, Section 4	
Custom Calling Service Direct Connection - Business	Part 7, Section 1	
Custom Calling Services - Business	Part 7, Section 2 Part 20, Section 7	
Feature Select <sup>/3/</sup>	Part 20, Section 7	
One-Line Solution Discount <sup>/1/</sup> (Business Solutions)	Part 20, Section 4	
Remote Call Forwarding Service - Business	Part 7, Section 4	
Two-Line Solution Discount <sup>/1/</sup> (Business Solutions)	Part 20, Section 4	
Usage Sensitive Custom Calling Services	Part 7, Section 2	

/1/ Frozen/Grandfathered One Line Solution Discount, Two-Line Solution Discount, Power Pack, Works, Business Preferred<sup>SM</sup> (Saver Packs) and all associated discounts, effective July 7, 2006. See California Out of Territory Guidebook Part 2, Section 2.

/2/ Limited Offering Service effective September 5, 2007. See California Out of Territory Guidebook Part 10, Section 1 following.

/3/ Feature Select is Grandfathered effective September 28, 2012.



**2. TERMS AND CONDITIONS (cont'd)**

**2.1 LIST OF SERVICES (cont'd)**

	<u>Refer to California Guidebook</u>	
P. Bargain Hunting	Part 7, Section 5	
Q. Business Access Lines Non-Recurring Charge Waiver <sup>/1/</sup>	Part 3, Section 1	
R. Win/Winback Access Line NRC Waiver for Customers with 1-3 Lines	Part 3, Section 1	
S. OPT-E-MAN <sup>®</sup> Service	Part 6, Section 9	
T. Customized Switched Ethernet (CSME) Service <sup>/2/</sup>	Part 20, Section 6	(C)
U. AT&T Switched Ethernet Service <sup>SM</sup>	Part 6, Section 9	

/1/ Frozen/Grandfathered Business Access Lines Non-Recurring Charge Waiver effective July 7, 2006.  
See California Out-of-Territory Guidebook Part 2, Section 2. – Discontinuance of Services.

/2/ Frozen/Grandfathered Customized Switched Ethernet (CSME) Service effective November 31, 2018. (N)  
See California Out-of-Territory Guidebook Part 2, Section 2. – Discontinuance of Services. (N)



**2. TERMS AND CONDITIONS (cont'd)**

**2.2. OTHER CHARGES**

A. Late Payment Charge – All Products and Services

Each account<sup>/1/</sup>

The greater of \$10.00 or 1.5 percent, calculated monthly, on an unpaid live balance of \$5.00 or more. The unpaid balance shall include all charges appearing on the bill except as stated in Part 2, Section 2 preceding.

B. Cost Assessment Charge (CAC)

A Cost Assessment Charge (CAC) is assessed on a per line or trunk basis or as shown below for residence and business customers. The CAC is also assessed on a percentage basis against all billed revenue for business customers subscribing to the transport services listed below.

Refer to the AT&T California Guidebook, Part 2, Section 2, for additional rates.

	Monthly Rate <u>Business</u>	
Cost Assessment Charge (CAC)	7.00%	(l)
Transport services		
(a) OPT-E-MAN® Service		
(b) Customized Switched Metro Ethernet (CSME) Service		
(c) AT&T Switched Ethernet Service <sup>SM</sup>		

/1/ Also see Late Payment Charge, Part 2 Section 2, preceding, and AT&T California Guidebook Part 2, Section 2.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES**

## 2.3.1 General Information

Special Access Service provides a transmission path to connect customer designated premises<sup>/1/</sup>, either directly or through a Company Hub where bridging or multiplexing functions are performed, or to connect a customer designated premises to an EIS point of termination. Special Access includes SONET Ring and Access Service<sup>/2/</sup> and all exchange access not utilizing Company end office switches.

The connections provided by Special Access Service can be either analog or digital. Analog connections are differentiated by spectrum and bandwidth. Digital connections are differentiated by bit rate.

## 2.3.1.1 Channel Types

There are several types of channels used to provide Special Access Services. Each type has its own characteristics. All are subdivided by one or more of the following:

- Transmission specifications,
- Bandwidth,
- Speed (i.e., bit rate)
- Spectrum

/1/ Company Centrex CO-like switches and ports included in Public Packet Switching (PPS) service<sup>/3/</sup>, BITS Timing Clocks, as well as Primary Rate IS, are considered to be customer premises for purposes of administering regulations and rates contained in this Guidebook.

/2/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006. See 2.3.2.4.F.

/3/ Frozen/Grandfathered Service effective October 12, 2004. See 2.3.2.4.F.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.1 General Information (cont'd)

## 2.3.1.1 Channel Types (cont'd)

Customers can order a basic channel and select, from a list of available transmission parameters and channel interfaces, those that they desire to meet specific communications requirements.

For purposes of ordering channels, each has been identified as a type of Special Access Service. However, such identification is not intended to limit a customer's use of the channel nor to imply that the channel is limited to a particular use. For example, if a customer's equipment is capable of transmitting voice over a channel that is identified as a Voice Grade Service in this Guidebook, there is no restriction against doing so.

Following is a brief description of each type of channel:

Metallic<sup>/1/</sup> - a channel for the transmission of low speed varying signals at rates up to 30 baud.

Telegraph Grade<sup>/2/</sup> - a channel for the transmission of binary signals at rates of 0 to 75 baud or 0 to 150 baud.

Voice Grade - a channel for the transmission of analog signals within an approximate bandwidth of 300-3000 Hz.

Program Audio - a channel for the transmission of audio signals. The nominal frequency bandwidths are from 50 to 8000 Hz, from 50 to 15000 Hz, from 100 to 5000 Hz or from 200 to 3500 Hz.

Video - a channel for the transmission of standard 525 line/60 field monochrome or National Television Systems Committee color video signal and one to four associated 5 or 15 KHz audio signals. The bandwidth for a video channel is either 30 Hz to 4.5 MHz or 30 Hz to 6.6 Mhz. Or, a digital broadband pipe of uncompressed video and audio at a rate of 270 Mbps.

/1/ Limited Offering Service provided only to existing customers and services working as of January 1, 1995. See 2.3.2.4.C.

/2/ Frozen/Grandfathered Service provided only to existing customers and services working as of the effective date of Advice Letter No. 18405. Additions, deletions, moves, or changes will result in complete disconnection of the service. See 2.3.2.4.F.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.1 General Information (cont'd)

## 2.3.1.1 Channel Types (cont'd)

Digital Data - a channel for the digital transmission of synchronous serial data at rates of 2.4, 4.8, 9.6 or 56.0 kbps.

Advanced Digital Network - a channel for the digital transmission of synchronous serial data at the fixed speeds of 2.4, 4.8, 9.6, 19.2, 56, 64 Kbps and 1.544 Mbps. Also variable speed bands of 1.2 to 38.4 Kbps and 1.2 to 64.0 Kbps.<sup>/1/</sup>

High Capacity - a channel for the transmission of isochronous serial digital data at rates of 1.544, 3.152, 6.312, 44.736 or 274.176 Mbps.

SONET Ring and Access Service<sup>/2/</sup> - a channel for the transmission of synchronous or asynchronous data at the rates of 1.5, 45, 155 and 622 Mbps or 2.4 Gbps, 100 Mbps and 1 Gbps.

GigaMAN® - a channel for the transmission of one-way digital signals at 1 Gbps. (C)

Dedicated OC-192 SONET Ring Service - is a 9.953 Gbps transport Service. OC-192 is designed for transport of lower speed optical services, e.g., OC-3 or OC3c, OC-12 or OC-12c, OC-48 or OC-48c, and 1 Gbps.

Optical Carrier Network (OCN), Point to Point service, designed for transport of synchronous data at the rates of 155.52 Mbps, 622.08 Mbps, 2488.32 Mbps and 9953.28 Mbps.

Multi-service Optical Network Ring service<sup>/3/</sup> - designed for the physical transport of multiple data signals utilizing each of these wavelengths represents a transmission channel in the MON Ring system and is protocol independent of every other channel in the system, as set forth in Schedule Cal.P.U.C. No. D12. (C)

Detailed descriptions of each of the channel types are provided in Part 15.

/1/ Provided only to existing customers and services working as of January 1, 1995.

/2/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006. See 2.3.2.4.F.

/3/ MON Ring Service is Grandfathered effective December 1, 2012. For additional details see Limited Offer in Schedule Cal. P.U.C. No. D12.2. (N)  
(N)

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.1 General Information (cont'd)

## 2.3.1.1 Channel Types (cont'd)

OC-3, OC-12, OC-48 Dedicated SONET Ring Service provides dedicated bandwidth capacity over a self-healing ring for a single customer for the purpose of transporting the customer's data over a dedicated network.

The customer also has the option of ordering digital High Capacity or Fiber Advantage<sup>SM</sup> facilities (i.e., 1,544 Mbps, 3.152 kbps, 6.312 Mbps, 44.736 Mbps and 274.176 Mbps) to a Company Hub for multiplexing to individual channels of a lower capacity bandwidth. Descriptions of the types of multiplexing available at the Hubs, as well as the number of individual channels which may be derived from each type of facility, are set forth in Part 15. Additionally, the customer may specify optional features for the individual channels derived from the facility to further tailor the channel to meet specific communications requirements. Descriptions of the optional features and functions available are also set forth in Part 15.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.1 General Information (cont'd)

2.3.1.1 Channel Types (cont'd)

For example, a customer may order a 3.152 Mbps facility from a customer designated premises to a Company Hub for multiplexing to two 1.544 Mbps channels. The 1.54 Mbps channels may be further multiplexed at the same or a different Hub to Voice Grade channels or may be extended to other customer designated premises. Optional features may be added to either the 1.544 Mbps or the Voice Grade Channels.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.1 General Information (cont'd)

## 2.3.1.2 Rate Categories

There are six basic rate categories which apply to Special Access Service:

- Channel Terminations (described in A., following)
- Channel Mileage (described in B., following)
- SONET Ring and Access Services<sup>/1/</sup>
- Optional Features and Functions (described in E., following)
- Optical Carrier Network (OCN) Point to Point Service

In addition, a Special Access Surcharge may apply, as set forth in 2.4.2.

**A. Channel Termination/Local Distribution Channel**

The Channel Termination rate category provides for the communications path between a customer designated premises and the serving wire center of that premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Point of Termination (POT) and the type of signaling capability, if any. The signaling capability itself is provided as an optional feature as set forth herein. One Channel Termination charge applies per customer designated premises at which the channel is terminated. This charge will apply even if the customer designated premises and the serving wire center are collocated in a Company building. Channel Termination and Local Distribution Channel may be used interchangeably.

/1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006. See 2.3.2.4.F.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.1 General Information (cont'd)

## 2.3.1.2 Rate Categories (cont'd)

## A. Channel Termination (cont'd)

For DS1 High Capacity Synchronous Timing Service connecting a customer designated premises or EIS collocation arrangement to a wire center Building Integrated Timing Supply (BITS) timing clock will be charged only one Channel Termination or EISCC. There is no charge of the Channel Termination at the BITS timing clock.

## B. Channel Mileage/Interoffice Transport

The Channel Mileage rate category provides for the transmission facilities between the serving wire centers associated with two customer designated premises, between the serving wire centers associated with a customer designated premises and a Company Hub or between two Company Hubs. Channel mileage is portrayed in mileage bands. There are two rates that apply for each band, i.e., a flat rate per band and a rate per mile. The flat rate Channel Mileage charge is charged on a per segment basis. Refer to 2.4.5 for rate regulations relating to mileage measurement. Channel Mileage and Interoffice Transport may be used Interchangeably.



**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.1 General Information (cont'd)

2.3.1.2 Rate Categories (cont'd)

C. SONET Ring and Access Services<sup>/1/</sup>

SONET Ring and Access Rate Category provides for communications paths for dedicated ring and point to point configurations connecting customer premises. Channel Terminations from High Capacity or Fiber Advantage may be aggregated (a.k.a. multiplexed) onto SONET Ring and Access Services.

/1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006, See 2.3.2.4.F.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.1 General Information (cont'd)

## 2.3.1.2 Rate Categories (cont'd)

## D. Optional Features and Functions

The Optional Features and Functions rate category provides for optional features and functions which may be added to a Special Access Service to improve its quality or Company to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance which characteristics may be obtained. These characteristics may be obtained by using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

Examples of Optional Features and Functions that are available include, but are not limited to, the following:

- Signaling Capability
- Hubbing Functions
- Conditioning
- Transfer Arrangements

A Hub is a Company designated serving wire center at which bridging or multiplexing functions are performed. The bridging functions performed are to connect three or more customer designated premises in a multipoint arrangement, or connect two Video Services customer premises via a Service Through-Connect. The multiplexing functions are to channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth.

Descriptions for each of the available Optional Features and Functions are set forth in Part 15.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.1 General Information (cont'd)

2.3.1.3 Service Configurations

There are three types of service configurations over which Special Access Services are provided: two-point service, multipoint service and SONET Ring and Access Service.

A. Two-Point Service

A two-point service connects two customer designated premises or connects a customer designated premises to an EIS point of termination, either on a directly connected basis or through a Hub where multiplexing functions are performed.

A two-point Video Service connects two customer-designated premises or connects a customer designated premises to an EIS Point of Termination, through a Company-designated Hub only by using a Video Service Service Through-Connect.

Applicable rate elements are:

- Channel Terminations<sup>/1/</sup>
- Channel Mileage (as applicable)
- Optional Features and Functions (when applicable)

/1/ SONET Ring and Access Service equivalents to a Channel Termination are (1) Local Loop Access Links, (2) Premise Access Ports or (3) Customer Provided Nodes as defined in Part 20, Section 15.

2. TERMS AND CONDITIONS (cont'd)

2.3 REGULATIONS – ACCESS SERVICES (cont'd)

2.3.1 General Information (cont'd)

2.3.1.3 Service Configurations (cont'd)

A. Two-Point Service (cont'd)

- (1) The following diagram depicts a two-point Voice Grade service connecting two customer designated premises located 15 miles apart. The service is provided with C-Type Conditioning.



Applicable rate elements are:

- Channel Terminations (2 applicable)
- Channel Mileage (mileage band Over 0 miles)
- C-Type Conditioning Optional Feature

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.1 General Information (cont'd)

## 2.3.1.3 Service Configurations (cont'd)

**B. Multipoint Service**

Multipoint service connects three or more customer designated premises through a Company Hub. There is no limitation on the number of mid-links available with Multipoint service. However, when more than three mid-links are provided in tandem, the quality of the service may be degraded. A mid-link is a channel between Hubs (i.e., bridging locations). Only certain types of Special Access Service are provided as multipoint service. These are so designated in the service descriptions set forth in this Guidebook.

Multipoint service utilizing a customized technical specifications package as set forth in this Guidebook will be provided when technically possible. If the Company determines that the requested characteristics for a multipoint service are not compatible, the customer will be advised and given the opportunity to change the order.

When ordering, the customer may specify the desired bridging Hubs selected from The National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4, Section 69. For Information on how to obtain copies of the NECA Tariff see Schedule Cal. P.U.C. No. 175-T, Section 14. If the customer does not specify the bridging hub location(s), the Company will designate the appropriate bridging hub location(s) based on the facilities required to provide the service. The channel mileage per-mile rate element will be applied on the shortest combination of airline miles which will connect the serving wire centers of the customer designated premises.

This Guidebook identifies the type(s) of bridging functions which are available and the serving wire centers at which they are available.

Applicable Rate Elements are:

- Channel Terminations (one per customer designated premises)
- Channel Mileage (as applicable between each serving wire center and the Hub and between Hubs)
- Bridging
- Additional Optional Features (when applicable)

2. TERMS AND CONDITIONS (cont'd)

2.3 REGULATIONS – ACCESS SERVICES (cont'd)

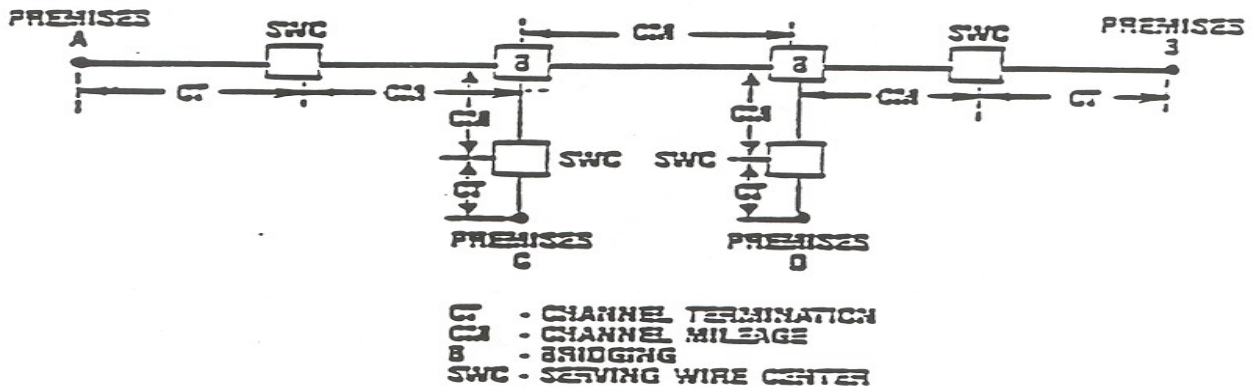
2.3.1 General Information (cont'd)

2.3.1.3 Service Configurations (cont'd)

B. Multipoint Service (cont'd)

Customer specified bridging hub example:

Voice Grade multipoint service connecting four customer premises via two customer specified bridging hubs.



Applicable rate elements are:

- Channel Terminations (4 applicable)
- Channel Mileage (5 sections, each from appropriate mileage band)
- Bridging (6 applicable, i.e., each bridge port)

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.1 General Information (cont'd)

2.3.1.3 Service Configurations (cont'd)

B. Multipoint Service (cont'd)

Company specified bridging hub example:

Voice Grade multipoint service connecting four customer premises via two customer specified bridging hubs.

2. TERMS AND CONDITIONS (cont'd)

2.3 REGULATIONS – ACCESS SERVICES (cont'd)

2.3.1 General Information (cont'd)

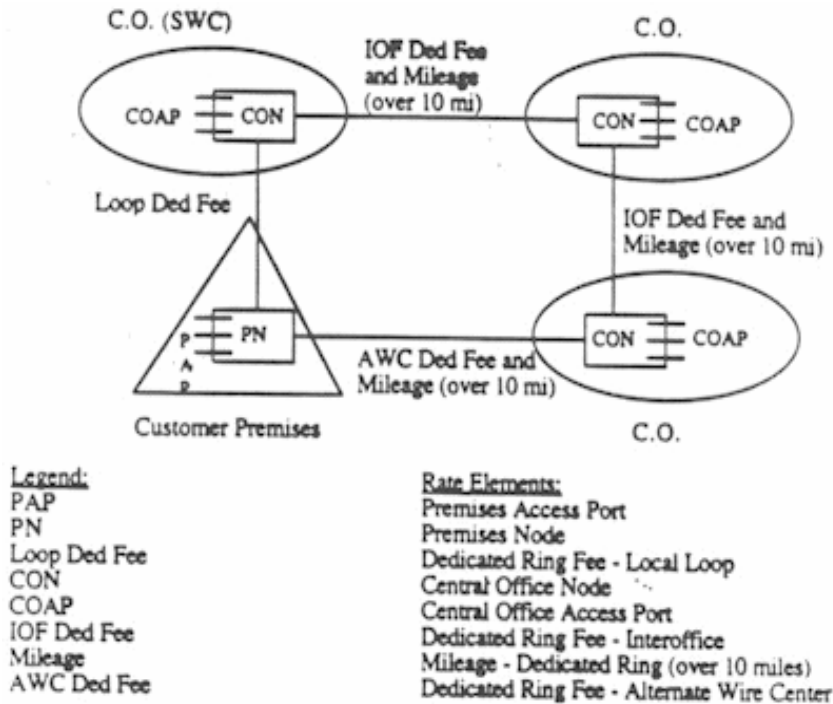
2.3.1.3 Service Configurations (cont'd)

C. SONET Ring and Access Services<sup>/1/</sup>

(1) Dedicated Ring Service.

The ring interconnects Company central offices or customer premises or combinations of both. The rings may interconnect to other Special Access Services. The customer subscribes to the full bandwidth capacity of the ring and designates the location and number of nodes. A node aggregates lower bandwidth capacities onto the ring facility.

Rings are defined through use of interoffice or loop facilities in connecting CO Nodes and Premises Nodes. Dedicated rings may be configured using interoffice facilities connecting CO Nodes or using loop facilities connecting one or more Premises Node to a CO Node in a serving wire center. Dedicated rings may also be configured using both loop and interoffice facilities connecting one or more Premises Nodes to multiple CO Nodes.



/1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006. See 2.3.2.4.F.



2. TERMS AND CONDITIONS (cont'd)

2.3 REGULATIONS – ACCESS SERVICES (cont'd)

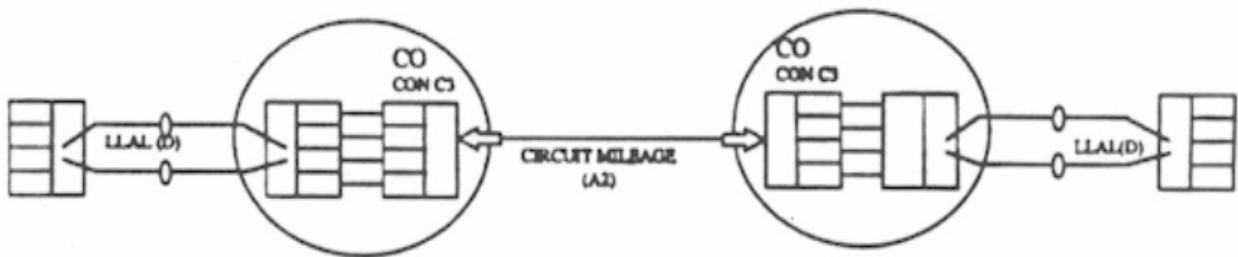
2.3.1 General Information (cont'd)

2.3.1.3 Service Configurations (cont'd)

C. SONET Ring and Access Service

(2) Circuit Service<sup>/1/</sup>

In the circuit service the customer selects bandwidth capacity for an end to end circuit (two point). Local Loop Access Links designate bandwidth for connecting the customer's premises to the central office. In the central office the circuit service connects to an interoffice facility consisting of two CO Nodes and interoffice facility. In the diagram below the applicable rate elements are indicated with an asterik (\*).



List of All Rate Elements

- |   |   |
|---|---|
| A1: Mileage for Dedicated IOF Ring                  | C3: CO Node - Circuit Service*                                |
| A2: Mileage for Circuit Service*                    | D: Local Loop Access Link with Equipment*                     |
| B1: Dedicated Ring Fees - Per CO Node on IOF Ring   | E: Premises Access Ports                                      |
| B2: Dedicated Ring Fee - Per Local Loop Access Ring | F: Central Office Access Ports                                |
| C1: CO Node - Dedicated Ring Service                | G: Primary Node Link  |
| C2: Premises Node - Dedicated Ring Service          | H: CO Multiplexing (optional service not depicted in diagram) |

/1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006. See 2.3.2.4.F.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.1 General Information (cont'd)

## 2.3.1.4 Alternate Use

Alternate Use occurs when a service is arranged by the Company so that the customer can select different types of transmission at different times. A customer may use a service in any privately beneficial manner. However, where technical or engineering changes are required to effectuate an alternate use, the Company will make such special arrangements available on an individual case basis.

The arrangement required to transfer the service from one operation to the other (i.e., the transfer relay and control leads) will be rated and provided on an individual case basis and filed in Schedule Cal. P.U.C. No. 175-T, Section 12., Specialized Service or Arrangements. The customer will pay the stated Guidebook rates for the Access Service rate elements for the service ordered (i.e., Channel Terminations, Channel Mileage [as applicable] and Optional Features [if any]).

## 2.3.1.5 Special Facilities Routing

A customer may request that the facilities used to provide Special Access Service be specially routed. The regulations, rates and charges for Special Facilities Routing (i.e., Avoidance, Diversity and Cable-Only) are set forth in Schedule Cal. P.U.C. No. 175-T, Section 11.

## 2.3.1.6 Design Layout Report

At the request of the customer, the Company will provide to the customer the make-up of the facilities and services provided under this Guidebook as Special Access Service to aid the customer in designing its overall service. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the customer at no charge, and will be reissued or updated whenever these facilities are materially changed.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.1 General Information (cont'd)

2.3.1.7 Acceptance Testing

At no additional charge, the Company will, at the customer's request, cooperatively test at the time of installation, the following parameters:

- A. For Voice Grade analog services, acceptance tests will include tests for loss, 3-tone slope, DC continuity, operational signaling, C-notched noise, and C-message noise when these parameters are applicable and specified in the order for service. Additionally, for Voice Grade Services, a balance (improved return loss) test will be made if the customer has ordered the improved loss optional feature.
- B. For other analog services (i.e., Video, Wideband Analog, and Wideband Data) and for digital services (i.e., Digital Data and High Capacity), acceptance tests will include tests for the parameters applicable to the service as specified in the order for service.

In addition to the above tests, Additional Cooperative Acceptance Testing for Voice Grade Service to test other parameters, as described in Schedule Cal. P.U.C. No. 175-T, Section 13.3.5(B), is available at the customer's request. All tests results will be made available to the customer upon request.

Acceptance testing will be performed at the Company's local loop demarcation point. The Company may perform additional testing on the customer's side of the local loop demarcation point at the customer's request and expense.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.1 General Information (cont'd)

2.3.1.8 Ordering Options and Conditions

Special Access Service is ordered under the Access Order provisions set forth in 3., following. Also included in that section are other charges which may be associated with ordering Special Access Service (e.g., Service Date Change Charges, Cancellation Charges, etc.).

Certain Special Access Services may be offered to a customer through a Sales Agency Program as set forth in Schedule Cal.P.U.C. Nos. A2.1.1, Rule 1 - Definition of Terms. See also, A2.3 - Forms, Network Services Marketing Agreement, Form No. UE 0028. The services available under a Sales Agency Program are:

- Advanced Digital Network (ADN)
- Digital Data Service (DDS)<sup>/1/</sup>
- High Capacity Service (HCS)

/1/ Limited Offering Service as of January 1, 1995. See 2.3.2.4.C.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.1 General Information (cont'd)

## 2.3.1.9 Voice Grade Services Conversion Offering

## A. Description

The Company will waive all Advanced Digital Network (ADN) nonrecurring charges associated with fixed speed channel terminations for customers with any existing Voice Grade Service who order the conversion to ADN service, and commit to retain it for a minimum of two years (24 months) from the installation date.

## B. Regulations

- (1) This offering is for customers with any existing Voice Grade Service who order the conversion to fixed speed ADN where facilities permit. The Company will waive the ADN channel termination nonrecurring charges for an equal number of Voice Grade terminations being converted on the existing circuit. If the customer orders ADN terminations that exceed the number of converted Voice Grade terminations, then the appropriate nonrecurring charges will apply.
- (2) The customer is required to retain the ADN service for a minimum period of two years (24 months) from the installation date of said service.
- (3) The customer may make changes, except a disconnection, to the service during the two year minimum period at the applicable Guidebook rates and charges.
- (4) If at any time during the two year (24 months) minimum period following installation, the AND service is disconnected as a result of a customer request or disconnection of the customer's service in accordance with the Company's applicable Guidebook, the customer will be charged a portion of the nonrecurring charges waived at the time of installation. Each month the customer retains the service the termination liability will be reduced by 1/24th of the nonrecurring rate in effect at the time of installation.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.1 General Information (cont'd)

## 2.3.1.10 Term Offering for High Capacity Service (1.544 Mbps)

## A. Description

The Company will waive the nonrecurring charge for a High Capacity Service (1.544 Mbps) channel termination in areas where the Company has existing and available fiber facilities between the customer's serving wire center and the customer's premises location. In order to determine whether suitable facilities are available, a service inquiry is initiated through a Company business office.

## B. Regulations

- (1) The 1.544 Mbps channel termination will be installed and nonrecurring charges waived only at the customer premises where the High Capacity service terminates and facilities permit. All other charges will incur the applicable rates and charges as stated in the Guidebook.
- (2) The customer is required to retain the service for a minimum period of two years (24 months) from the installation date.
- (3) The customer may make changes, except a disconnection, to the service during the two year minimum period at the applicable Guidebook rates and charges.
- (4) If at any time during the two year (24 months) minimum period following installation, the service is disconnected as a result of a customer request or disconnection of the customer's service in accordance with the Company's applicable Guidebook, the customer will be charged a portion of the nonrecurring charges waived at the time of installation. Each month the customer retains the service the termination liability will be reduced by 1/24th of the nonrecurring rate in effect at the time of installation.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.1 General Information (cont'd)

2.3.1.10 Term Offering for High Capacity Service (1.544 Mbps) (cont'd)

B. Regulations (cont'd)

- (5) A change from a channel termination as described in this Schedule to a channel termination as described in the Company's Tariff F.C.C. No. 1 will be considered a service disconnection, and will be subject to the termination liability as described above.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.1 General Information (cont'd)

## 2.3.1.11 Service Descriptions - General

For the purposes of ordering, these are the categories of Special Access Service:

Voice Grade (VG)	Video (TV)
- Universal WATS Access Line (UWAL)	Advanced Digital Network (ADN)
- Private Virtual Network Access Line (PVNAL)	High Capacity (HC)
Optical Carrier Network (OCN) Point to Point Service	SONET Ring and Access Service <sup>/1/</sup>
	GigaMAN <sup>®</sup> Service
	Dedicated SONET Ring Service
	OC-3, OC-12 and OC-48

Each service consists of a basic channel to which a technical specifications package (customized or predefined), channel interface and when desired optional features and functions are added to construct the service desired by the customer. Each of the components of the service are described in this section. The Company will provide reasonable notification to the customer of any limitations that materially affect the operating characteristics of the special access service. (See 2.3.2.7 for information concerning changes and substitutions.)

Customized technical specifications packages will be provided where technically feasible. If the Company determines that the requested parameter specifications are not compatible, the customer will be advised and given the opportunity to change the order.

/1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006. See 2.3.2.4.F.



**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.1 General Information (cont'd)

2.3.1.11 Service Descriptions - General (cont'd)

When a customized channel is ordered the customer will be notified whether Additional Engineering Charges apply. In such cases, the customer will be given an estimate of the hours to be billed before any further action is taken on the order.

The channel description specifies the characteristics of the basic channel and indicates whether the channel is provided between customer designated premises or between a customer designated premises and a Company Hub where bridging or multiplexing functions are performed.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.1 General Information (cont'd)

## 2.3.1.11 Service Descriptions - General (cont'd)

Information pertaining to the technical specifications packages indicates the transmission parameters up to and including the Company's local loop demarcation point that are available with each package. This information is displayed in a matrix with the transmission parameters listed down the left side and the packages listed across the top. Each package is identified by a code, e.g., VGC. The first two letters of the code indicate the category of Special Access Service to which the parameters are applicable. These two letter codes are shown above in parentheses following the category of Special Access Service. The letter "C" following the two letter code indicates the technical specifications package for a customized service. A numeric or alpha-numeric designation following the two letter code indicates the specific predefined package. For a customized service, the customer may select any parameters available with that category of service as long as the parameters are compatible. When appropriate, the Technical Reference which contains detailed specifications for the parameters is shown following the matrix.

Network channel interfaces at each point of termination on a two-point service may be symmetrical or asymmetrical. On a multipoint service they may also be symmetrical or asymmetrical. However, communications can only be provided between points of termination with compatible channel interfaces. Only certain network channel interfaces are compatible.

Only certain network channel interface combinations are available with the predefined technical specifications packages. These are delineated in the Technical References set forth herein, following. When a customized channel is requested, all network channel interface combinations available with the specified type of service are available with the customized channel.

The optional features and functions available with each type of Special Access Service are described in this section. The optional features and functions information also indicates with which technical specifications packages they are available. Such information is displayed in a matrix with the optional feature or function listed down the left side and the technical specifications package listed across the top.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.1 General Information (cont'd)

## 2.3.1.11 Service Descriptions - General (cont'd)

The Company will maintain existing transmission specifications on services installed prior to the effective date of the original tariff <sup>/1/</sup> except that the existing services with performance specifications exceeding the standard listed in this provision will be maintained at the performance levels specified in this Guidebook. All services installed after September 6, 1988 will conform to the transmission specification standards contained in the following Technical References for each category of service:

Voice Grade	PUB	TR-NWT-000335
	PUB	41004, and L-7800042-PB/NB
- WATS Access Line Service		GR-334-CORE
- Universal WATS Access Line Service		GR-334-CORE
- Private Virtual Network Access Line Service	PUB	GR-334-CORE
Video	PUB	AM-TR-NIS-000137,L720026PB/NB
Advanced Digital Network	PUB	L-780036-PB
High Capacity	PUB	62508
		L-780059-PB/NB
- IntraLATA Voice Grade Private Line Service	PUB	TR-NWT-000965 and L-780029-PB
- Data Communications Using Local Area Data Channel	PUB	MDP-326-986
- SONET Ring and Access Service <sup>/2/</sup>	PUB	L-780046PB/NB
GigaMAN <sup>SM</sup>	PUB	AM-TR-NIS-000104
OC-n Dedicated SONET Ring Service	PUB	AM TR-NIS-000111
	PUB	AM TR-TMO-000101
Optical Carrier Network (OCN) Point to Point Service	PUB	AM-TR-NIS-000111
	PUB	AM-TR-TMO-000101

/1/ For original tariff see Schedule Cal. P.U.C. No. 175-T, Section 7.2.

/2/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006. See 2.3.2.4.F.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.1 General Information (cont'd)

## 2.3.1.12 Network Channel Interface and Network Channel

This section explains where to locate the Network Channel Interface codes and Network Channel codes that the customer must specify when ordering Special Access Service. Availability of interfaces and network channel codes is set forth in Technical References listed in 2.3.1.11, preceding. Included is an example which explains the specific characters of the code, as well as a Service Designator/Network Channel code conversion table.

Example: If the customer specifies a NT Network Channel Code and a 2DC8-3 Network Channel Interface at the customer's premises, the following is being requested:

NT = Metallic Channel with a Predefined Technical Specification Package (1)  
2 = Number of physical wires at customer premises  
DC = Facility interface for direct current or voltage  
8 = Variable impedance level  
3 = Metallic facilities (DC continuity) for direct current/low frequency control signals or slow speed data (30 baud)

Network Channel Interface matrices appear in the Technical References for each category of service listed in 2.3.1.11, preceding.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.1 General Information (cont'd)

2.3.1.12 Network Channel Interface and Network Channel (cont'd)

A. Service Designator/Network Channel Code Conversion Table

The purpose of this table is to show the relationship between the service designator codes (e.g. VGC, NB2, etc.) and the network channel codes that are used for various administrative purposes.

<u>Service Designator Code</u>	<u>Network Channel Code</u>
MTC	MQ
MT1	NT
MT2	NU
MT3	NV
TGC	NQ
TG1	NW
TG2	NY
VGC	LQ
VG1	LB
VG2	LC
VG3	LD
VG4	LE
VG5	LF
VG6	LG
VG7	LH
VG8	LJ
VG9	LK
VG10	LN
VG11	LP
VG12	LR
LADC	LA
VG32	UC
VG33	UD
VG36	UG

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.1 General Information (cont'd)

2.3.1.12 Network Channel Interface and Network Channel (cont'd)

A. Service Designator/Network Channel Code Conversion Table (cont'd)

<u>Service Designator Code</u>	<u>Network Channel Code</u>
APC	PQ
AP1	PE
AP2	PF
AP3	PJ
AP4	PK
TVC	TQ
TV1	TV
TV2	TW
WA1	WJ
WA1T	WQ
WA2	WL
WA2A	WR
WA3	WN
WA4	WP
WD1	WB
WD2	WE
WD3	WF
DA1	XA,XAB
DA2	XB,XBB
DA3	XG,XGB
DA4	XH,XHB
HCO	HS
HC1	HC
HC1C	HD
HC2	HE
HC3	HF
HC4	HG

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.2 Undertaking of the Company

2.3.2.1 Scope

- A. The Company is responsible only for service up to and including its local loop demarcation point.
- B. The Company does not undertake to transmit messages under this Guidebook.
- C. The Company shall be responsible only for the installation, operation and maintenance of the services, it provides.
- D. The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- E. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Guidebook.
- F. The Company does not warrant that its facilities and services meet standards other than those set forth in this Guidebook.
- G. The Company shall not be responsible for installation, operation or maintenance of any premises wiring, terminal equipment or communication systems provided by a customer or user. The responsibility of the Company shall be limited to the furnishing of facilities suitable for its services and to the maintenance and operation of such facilities in a manner proper for such services. Subject to this responsibility, the Company shall not be responsible for:
  - (1) The through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or
  - (2) The reception of signals by such equipment or system, or
  - (3) Damage to terminal equipment or communications systems provided by a customer or user due to testing.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.2 Undertaking of the Company (cont'd)

2.3.2.2 Limitations

A. The Customer may not assign or transfer the use of services provided under this Guidebook; however, where there is no interruption of use or relocation of the services except for Expanded Interconnection Service, such assignment or transfer may be made to:

- (1) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
- (2) a court-appointed receiver, trustee or other person acting pursuant to law In bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgement shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this Guidebook shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transfer from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.



**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.2 Undertaking of the Company (cont'd)

2.3.2.2 Limitations (cont'd)

- B. For convenience, the following material is repeated here from Schedule Cal. P.U.C. No. 175-T, Section 2.1.2 (c).

Subject to compliance with the rules mentioned in B., preceding, where a shortage of facilities or equipment exists at any time, either for temporary or protracted periods, the services offered herein will be provided to customers on a first-come-first-served basis.

2.3.2.3 Liability

For services offered on a detariffed basis pursuant to Decision 07-09-018, see the AT&T Business Services Agreement, available at [www.att.com/servicepublications](http://www.att.com/servicepublications).

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.2 Undertaking of the Company (cont'd)

2.3.2.3 Liability (cont'd)

Reserved

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.2 Undertaking of the Company (cont'd)

2.3.2.3 Liability (cont'd)

Reserved

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.2 Undertaking of the Company (cont'd)

2.3.2.4 Provision of Services

- A. The Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Company's telephone exchange services, will provide to the customer upon reasonable notice services offered in other applicable sections of this Guidebook at rates and charges specified therein.

Access service offerings are only available where facilities and operating conditions permit. Where facilities and/or operating conditions do not permit, Special Construction as set forth in Part 2, Section 5, shall apply.

- B. The Company will not release any customer billing information to an Interexchange Carrier (IEC) unless the IEC has Guidebook rules on file with the California Public Utilities Commission substantially identical to those which govern the exchange carriers' release of nonpublished telephone numbers, customer credit information, or customer calling records, as described in Schedule Cal. P.U.C. No. A2., 2.1.34 Rule No. 34 and 2.1.35 Rule No. 35.

C. Limited Offering Services

Limited Offering Services will continue to be furnished to existing Special Access customers as contained in this Guidebook. The Company is not obligated to provide new backbone circuits, but customers can add or delete legs to existing services.

D. Reserved

E. Reserved

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.2 Undertaking of the Company (cont'd)

2.3.2.4 Provision of Services (cont'd)

F. Frozen/Grandfathered Services

The term “frozen/grandfathered service” applies to an obsolete and/or outdated service the Company no longer wishes to provide. The freezing/grandfathering of a service is the Company’s method of managing the Guidebook offer for this service prior to ultimately discontinuing the service, or change existing Guidebook 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 Guidebook.

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.<sup>/1/</sup> Exceptions to this rule are requests for miscellaneous record order changes, i.e., bill address change, bill name change, miscellaneous corrections, etc.

/1/ Existing service arrangements will be maintained up to and including the Company’s local loop demarcation point. Work activity beyond the Company’s local loop demarcation point is the responsibility of the customer at the customer’s expense.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.2 Undertaking of the Company (cont'd)

2.3.2.5 Installation and Termination of Services

For All Services

The Access Services provided under this Guidebook, (A) will include any entrance cable and/or drop wiring to the Company's local loop demarcation point where provision is made for termination of the Company's outside distribution network facilities at a suitable location inside a customer designated premises and (B) will be installed by the Company to such Point of Termination. Access Service has only one Point of Termination per customer premises. Any additional terminations beyond such Point of Termination is the sole responsibility of the customer such that wire required within a building to extend Access Service facilities will be provided at the customer's request and expense. The Point of Termination is an inherent part of Special Access Services, therefore, the preceding does not preclude the customer's ability to have the Point of Termination moved as set forth in Part 2, Section 2 (subsection 3.2.9) for Special Access Services.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.2 Undertaking of the Company (cont'd)

2.3.2.6 Maintenance of Services

The services provided under this Guidebook shall be maintained by the Company up to and including its local loop demarcation point. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company other than by connection or disconnection to any interface means used except with the written consent of the Company. The Company will, when requested by the customer, maintain customer owned wire and jacks in accordance with Part 8, Section 8.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.2 Undertaking of the Company (cont'd)

## 2.3.2.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 regulations at 47 C.F.R.S 68.110 (b), the Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this Guidebook, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in this Guidebook. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing.

Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification procedures.



**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.2 Undertaking of the Company (cont'd)

2.3.2.8 Refusal and Discontinuance of Service

For convenience, the following material is repeated here from Schedule Cal. P.U.C. No. 175-T, Section 2.1.8.

- A. Unless the provisions of 2.3.3.1.B or 2.3.6, following, apply, if a customer fails to comply with 2.3.2.6, preceding or 2.3.3.2, 2.3.4.1, 2.3.4.4, 2.3.4.5, 2.3.4.10, or 2.3.5, following, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by that customer to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying customer at any time thereafter. If the Company does not refuse additional applications for service on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service to the non-complying customer without further notice.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.2 Undertaking of the Company (cont'd)

2.3.2.8 Refusal and Discontinuance of Service (cont'd)

- B. Unless the provisions of 2.3.3.1.B or 2.3.6, following, apply, if a customer fails to comply with 2.3.2.6, preceding or 2.3.3.2, 2.3.4.1, 2.3.4.4, 2.3.4.5, 2.3.4.10, or 2.3.5, following, including any payments to be made by it on the dates and times herein specified, the Company may, on a thirty (30) days written notice, by Certified U.S. Mail to the person designated by that customer to receive such notices of noncompliance, discontinue the provision of the services involved to the non-complying customer at any time thereafter. In the case of such discontinuance, all applicable charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the non-complying customer without further notice.
- C. The Company is specifically granted the right to discontinue service to the End User for non-payment of AT&T services, except as specified in Schedule Cal.P.U.C. No. A2.1.11, A.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.2 Undertaking of the Company (cont'd)

2.3.2.9 Limitation of Use of Metallic Facilities

- A. Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference Publication AS No. 1. In the case of application of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.
- B. Metallic wire facilities (including facilities between central offices), will be furnished only where such facilities are available. No electrical resistance is specified or maintained.
- C. The offering of such metallic wire facilities does not contemplate the placement of new metallic wire facilities for this purpose only, rearrangements of other services on an existing route, or the provision of service over any route other than that over which the Company would normally furnish the channel.
- D. The provision of metallic wire facilities does not restrict the Company's right to convert any route to carrier facilities in the future. In such cases, customer's furnished channels by means of metallic facilities will be given reasonable advance notice of such change.
- E. The Company does not represent or guarantee that metallic wire channels will be compatible with or adaptable to any particular type of customer-provided control or indicating equipment.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.2 Undertaking of the Company (cont'd)

## 2.3.2.10 Notification of Service-Affecting Activities

For convenience, the following material is repeated here from Schedule Cal. P.U.C. No. 175-T, Section 2.1.11.

The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine the notification requirements.

## 2.3.2.11 Coordination with Respect to Network Contingencies

For convenience, the following material is repeated here from Schedule Cal. P.U.C. No. 175-T, Section 2.1.12.

The Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

## 2.3.2.12 Provision and Ownership of Telephone Numbers

The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when reasonably necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the customer reasonable notice by certified U.S. Mail of the effective date and an explanation of the reason(s) for such change(s).

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.3 Use

2.3.3.1 Interference or Impairment

For convenience, the following material is repeated here from Schedule Cal. P.U.C. No. 175-T, Section 2.2.2.

- A. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this Guidebook shall not interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- B. Except as provided for equipment or systems subject to the F.C.C. Part 68 rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.3.5.4, following is not applicable.

2.3.3.2 Unlawful Use

The service provided under this Guidebook shall not be used for an unlawful purpose.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.4 Obligations of the Customer

2.3.4.1 Damages

The customer shall reimburse the Company for damages to Company facilities utilized to provide services under this Guidebook caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Company for the damages to the extent of payment.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.4 Obligations of the Customer (cont'd)

## 2.3.4.2 Ownership of Facilities and Theft

Facilities utilized by the Company to provide service under the provisions of this Guidebook shall remain the property of the Company. Such facilities shall be returned to the Company by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

## 2.3.4.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Company equipment space and electrical power required by the Company to provide services under this Guidebook at the points of termination of such services except as described in Schedule Cal. P.U.C. No. 175-T, Section 16. The selection of ac or dc power shall be mutually agreed to by the customer and the Company. The customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company services.

## 2.3.4.4 Availability for Testing

The services provided under this Guidebook shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

## 2.3.4.5 Balance

All signals for transmission over the services provided under this Guidebook shall be delivered by the customer balanced to ground except for ground-start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

## 2.3.4.6 Design of Customer Services

Subject to the provisions of 2.3.2.7, preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.4 Obligations of the Customer (cont'd)

2.3.4.7 References to the Company

The customer may advise End Users that certain services are provided by the Company in connection with the service the customer furnishes to End Users; however, the customer shall not represent that the Company jointly participates in the customer's services.

2.3.4.8 Claims and Demands for Damages

For services offered on a detariffed basis pursuant to Decision 07-09-018, see the AT&T Business Services Agreement, available at [www.att.com/servicepublications](http://www.att.com/servicepublications).



**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.4 Obligations of the Customer (cont'd)

2.3.4.9 Coordination with respect to Network Contingencies

The customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.3.4.10 Jurisdictional Report Requirements

A. Jurisdictional Reports

- (1) When a customer orders Feature Group A, Feature Group B or PVN Switched Access Service the customer shall provide a Percent Interstate Usage (PIU) factor to the Company as described in A.(6) following. The PIU will be used by the Company to appropriately apportion the use and/or charges between intrastate and interstate.

At the customer's option, the PIU provided can be on a state, LATA or end office basis. The Company shall use the PIU to apportion the use and/or charges between intrastate and interstate until a revised PIU is received as provided in A.(6), following. Provided, however, that the provision of a PIU does not relieve the customer of providing a PIU with each order for Feature Group A, Feature Group B or PVN Switched Access Service.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.4 Obligations of the Customer (cont'd)

2.3.4.10 Jurisdictional Report Requirements (cont'd)

A. Jurisdictional Reports (cont'd)

(2) For the services described in (1) preceding where either the interstate or the intrastate charges are based on measured usage, the interstate Feature Group A, Feature Group B or PVN Switched Access Service(s) reported as set forth in said paragraph will be used to determine the charges as follows:

(a) For the lines or trunks in a serving end office where the interstate charges are per month charges, the total number of access minutes for all such lines or trunks will be multiplied by the number of intrastate lines or trunks (the total number of lines or trunks minus the reported number interstate lines or trunks) and divided by the total number of lines or trunks to determine the intrastate access minutes. For example, if a customer orders 10 Feature Group A Switched Access Services and reports 7 Feature Group A as interstate (resulting in three Feature Group A lines),  $(10-7)/10$  or 30% of the total access minutes would be billed as intrastate access minutes.

(b) For the lines or trunks in a serving end office where the interstate charges are per minute charges, the total number of access minutes for all such lines or trunks will be multiplied by the number of interstate lines or trunks and divided by the total number of lines or trunks to develop the interstate access minutes. The number of access minutes minus the developed interstate access minutes will be the developed intrastate access minutes. For the example in (a) preceding, 7 lines or 70% of the access minutes would be interstate and 3 lines or 30% of the total access minutes would be billed as intrastate access minutes.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.4 Obligations of the Customer (cont'd)

## 2.3.4.10 Jurisdictional Report Requirements (cont'd)

## A. Jurisdictional Reports (cont'd)

- (3) When a customer orders Feature Group C, Feature Group D, 500 or 800 Access Service Switched Access Service(s), the Company will determine the projected intrastate percentage as follows. For originating access minutes, the projected intrastate percentage will be developed on a monthly basis by end office when the Feature Group C, Feature Group D or 800 Access Service Switched Access Service access minutes are measured by dividing the measured intrastate originating access minutes (the access minutes where the calling number and the called number are in the same state) by the total originating access minutes. In an end office where a portion of the measured access minutes cannot be identified as either intrastate or interstate, the Company will apply the projected intrastate percentage of use which the Company has developed.

For terminating access minutes, unless the customer provides the projected percentage of intrastate usage in its order, the data used by the Company to develop the projected interstate percentage for originating access minutes and, in the case of Feature Group C only, data from special studies will be used to develop the projected interstate percentage for such terminating access minutes. The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes calculated by the Company from 100 (100 - Company calculated projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.4 Obligations of the Customer (cont'd)

2.3.4.10 Jurisdictional Report Requirements (cont'd)

A. Jurisdictional Reports (cont'd)

- (4) When a customer orders Directory Assistance Service, the customer shall in its order provide the projected interstate percentage for terminating use in a whole number (a number of 0 through 100) for each Directory Access Service group ordered. (A method the customer may wish to adopt could be to use its terminating traffic from its premises to the involved Directory Assistance Location and calculate the projected interstate percentage as set forth in (3) preceding.) The Company will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 (100 - customer percentage = intrastate percentage) as the projected intrastate percentage of use.
- (5) Except where Company measured access minutes are used as set forth in (3) preceding, the customer reported number of interstate services or interstate percentage of use as set forth in (1), (3) or (4) preceding will be used until the customer reports a different number of lines or trunks or a different percentage, for interstate use. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.4 Obligations of the Customer (cont'd)

## 2.3.4.10 Jurisdictional Report Requirements (cont'd)

## A. Jurisdictional Reports (cont'd)

- (6) The customer shall provide the PIU in writing to the Company at least once every six months. When submitting the PIU, the customer should include a written description explaining how the PIU was determined. The customer should calculate its PIU based on the call detail records it uses to bill its customers. The customer may use a reasonable sampling method. If the customer uses data of less than one month to determine the PIU given to the Company, the written description should explain why less than one month's data has been used, and whether the data provided is that which the customer uses to make its internal traffic forecasts and networking decisions. When a revised PIU varies by more than five percentage points from the last reported PIU, the summary sheet should include an explanation.

For purposes of determining the PIU, every call that enters a customer's switched network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of entry to the customer's switched network is in a state other than that where the called station (as designated by the called station number) is situated is an interstate communication.

An adjustment factor may be applied to the calculation of the PIU only if the factor has been objectively determined based on statistically reliable California-specific data. The use of an adjustment factor shall be noted in the written description accompanying the PIU, and the backup data substantiating the adjustment factor shall be included with the written description.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.4 Obligations of the Customer (cont'd)

2.3.4.10 Jurisdictional Report Requirements (cont'd)

A. Jurisdictional Reports (cont'd)

- (7) When a customer orders Line Information Data Base (LIDB) Service, the customer shall in its order provide to the Company a LIDB Percent Interstate Usage (PIU) report. The LIDB PIU will be an average PIU based upon the jurisdiction (interstate versus intrastate) of those originating end user calls for which the Company LIDB is being queried. Customers who provide the LIDB PIU report shall supply the Company with an interstate percentage of 0 through 100 per LIDB Service ordered.

Provisions for updating the PIU are as specified in A.(5) preceding. Verification provisions as specified in B., following, will also apply.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.4 Obligations of the Customer (cont'd)

## 2.3.4.10 Jurisdictional Report Requirements (cont'd)

## A. Jurisdictional Reports (cont'd)

(8) Entrance Facilities (EF), Expanded Interconnection Service Cross Connect (EISCC), Direct Trunked Transport (DTT) and Tandem Switched Transport (TST)

(a) When a customer orders a new Entrance Facility EISCC and/or Direct Trunked Transport for the provision of Switched Access lines or trunks, the customer shall provide a single PIU factor to the Company that will be used for billing of Nonrecurring charges.

The Company will accept a PIU in writing as described in (A)(6) preceding or will accept a PIU as provided on the access service request. In the event the customer provides both a PIU in writing and a stated PIU on the access service request, the PIU provided in writing will take precedence.

(b) Once Switched access services are assigned to the Entrance Facility, EISCC, and Direct Trunked Transport, the PIU will be derived by the Company from usage associated with those Switched access services. Unassigned channels of the Entrance Facility, EISCC, or Direct Trunked Transport will continue to reflect the PIU provided by the customer as described in (a) preceding.

(c) When a customer orders Switched Access lines or trunks, in conjunction with Entrance Facilities or EISCC, and Direct Trunked Transport, the PIU factor as described in A.(1), (3), (7) and (8) (a&b) preceding will apply.

(d) When a customer orders Switched Access Services that are routed through an access tandem, the PIU will reflect the PIU factor as described in A.(1), (3), (7) & (8).

(e) When Switched Access Services which terminate in an End Office of another Exchange Company are assigned to a Entrance Facility/EISCC/Direct Trunked Transport, these channels will continue to reflect the PIU factor as described in (8) preceding unless changed by the customer.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.4 Obligations of the Customer (cont'd)

2.3.4.10 Jurisdictional Report Requirements (cont'd)

B. Audits

If the Company disputes the reasonableness of the PIU provided as described in A.(6) above, or a regulatory commission questions the projected interstate percentage, the Company has the right to audit the PIU in question; provided, except in the case of the "start up" audit authorized by Ordering Paragraph 15 of Commission Decision No. 85-06-115 (June 12, 1985), that the Company shall inform the customer why the audit is required and allow the customer a reasonable opportunity to seek a Commission resolution of a disputed need for an audit; and, further provided, that the Company shall provide the customer with a written proprietary agreement applicable to the audit, or, at the request of the customer, have the audit conducted on a confidential basis by persons not directly affiliated with the Company. If the Company wishes to audit a PIU, it must request the audit within six months of having received the PIU. The audit would be limited to examination of the information the customer must maintain as described in C.(2) following.

The Company may request an initial, start up audit for all existing customers and for all new customers. The costs of such start up audits shall be shared by each Company choosing to take part in the audit in proportion to its share of the particular customer's obligations to pay intrastate access charges.



**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.4 Obligations of the Customer (cont'd)

2.3.4.10 Jurisdictional Report Requirements (cont'd)

C. Maintenance of Customer Records

(1) As a condition to obtaining or retaining any intrastate access services offered hereunder, the customer shall provide to the Company, prior to the provision of any access services, or otherwise at the request of the Company, a brief description of its billing processes and procedures which shall include all of the following information and written consents:

(a) Identification of the place or places where the billing records of customer's End Users are maintained.

(b) When the Company requests an audit as allowed under B., preceding, the customer shall provide to Company's auditor all materials that allow for the examination of billing tapes used in calculating the PIU and verification that the tapes accurately represent the carrier's traffic (such as, but not limited to, file descriptions, record layouts and data element definitions) and explanations required to enable the Company to (1) conduct the audit or audits as authorized by Ordering Paragraph 3 of Commission Decision No. 83-12-024 (December 7, 1983), Ordering Paragraph 8 of Commission Decision No. 84-04-105 (April 18, 1984), and Ordering Paragraphs 15 and 16 of Commission Decision No. 85-06-115 (June 12, 1985), and (2) determine the appropriate access billing to the customer.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.4 Obligations of the Customer (cont'd)

## 2.3.4.10 Jurisdictional Report Requirements (cont'd)

## C. Maintenance of Customer Records (cont'd)

- (2) As a condition to obtaining or retaining any intrastate access services, the customer shall maintain and retain for a minimum of six months from the date the written PIU is provided to the Company complete, detailed and accurate billing tapes used for calculating the PIU. Also to be maintained and retained is the verification that the billing tapes accurately represent the customer's traffic, together with all material, such as, but not limited to, file descriptions, record layouts and data element definitions that allow for examination of the billing tapes and the verification. The billing tapes and the verification are to be kept in a conveniently auditable form and substance to evidence and substantiate the jurisdictional percentage data provided to the Company as set forth in A.(1), (3), (4) and (6) preceding. All of the material described above shall be made available to permit the Company to (1) conduct an audit as authorized by B., preceding, and by Ordering Paragraph 3 of Commission Decision No. 83-12-024 (December 7, 1983), Ordering Paragraph 8 of Commission Decision No. 84-04-105 (April 18, 1985) and Ordering Paragraphs 15 and 16 of Commission Decision No. 85-06-115 (June 12, 1985) even if the retention period would exceed six months, and (2) determine the appropriate access service billing to the customer.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.4 Obligations of the Customer (cont'd)

2.3.4.10 Jurisdictional Report Requirements (cont'd)

C. Maintenance of Customer Records (cont'd)

- (3) In the event that a customer fails to provide adequate reports or records as described in C.(2) preceding enabling the Company to (1) conduct the audit authorized by Ordering Paragraph 3 of Decision No. 83-12-024 (December 7, 1983), Ordering Paragraph(T) 8 of Commission Decision No. 84-04-105 (April 18, 1984) and Ordering Paragraph 15 of Commission Decision No. 85-06-115 (June 12, 1985) and (2) determine the appropriate access service billing to the customer, the Company may:
- (a) Bill all usage for all prior periods affected by the audit or reports as intrastate usage;
  - (b) Discontinue the provision of intrastate access charge service to the customer pursuant to 2.3.2.8 preceding.
  - (c) Prior to taking action under (a) and (b) preceding, the Company will inform the customer of the inadequacy of its reports or records, attempt in good faith to resolve the contested differences, and allow the customer a reasonable opportunity to seek Commission resolution of such differences.

D. Audit Adjustments

In the event an audit of customer records determines that the jurisdictional usage reports submitted by the customer are not accurate, the Company is authorized to levy an additional charge equal to the difference between its charge to the customer based on the customer's jurisdictional usage and the charge determined as a result of the audit.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.4 Obligations of the Customer (cont'd)

2.3.4.11 Determination of Intrastate Charges for Mixed Intrastate and Interstate Access Service

When mixed intrastate and interstate Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between intrastate and interstate services. The percentage provided in the reports as set forth in 2.3.4.10 preceding will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- A. For monthly and nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the stated Guidebook rate per element.
- B. For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent intrastate use times actual use (i.e., measured or Company assumed average use) times the stated Guidebook.

The interstate percentage will change as revised usage reports are submitted as set forth in 2.3.4.10 preceding.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.5 Payment Arrangements and Credit Allowances

For convenience, the following material is repeated here from Schedule Cal. P.U.C. No. 175-T, Section 2.4.1.

## 2.3.5.1 Payment of Rates, Charges and Deposits

- A. The Company will, in order to safeguard its interests, only require a customer which has a proven history of late payments to the Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company, which has established credit and has no history of late payments, to the Company. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Company's regulations as to prompt payments of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded. Such a deposit will be refunded or credited to the customer's account when the customer has established credit or in any event, after the customer has established a one-year prompt payment record, at any time prior to the termination of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Company, the customer will receive simple annual interest at the rate set forth in Schedule Cal.P.U.C. No. A2.1.7.B.5.a (7/12 percent per month or 7% per year) for each month or portion thereof that a deposit is held. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.5 Payment Arrangements and Credit Allowances (cont'd)

## 2.3.5.1 Payment of Rates, Charges and Deposits (cont'd)

B. The Company shall bill on a current basis all charges incurred by and credits due to the customer under this Guidebook attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. Such bills are due when rendered. The bill day (i.e., the billing date of a bill for a customer for Access Service under this Guidebook), the period of service each bill covers and the payment date will be as follows:

- (1) For end user access service and Presubscription Service, the Company will establish a bill day each month for each end user account. The bill will cover end user access charges for the ensuing billing period except for end user access service for the Federal Government which will be billed in arrears. Any applicable presubscription charge and known unbilled adjustments for prior periods for end user access services and Presubscription Service will be applied to this bill. Such bills are due when rendered.
- (2) For Service other than end user access service and Presubscription Service, the Company will establish a bill day each month for each customer account. The bill will cover non-usage sensitive service charges, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day thru the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (3) following.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.1 Payment of Rates, Charges and Deposits (cont'd)

B. (cont'd)

- (3) (a) All bills dated as set forth in (2) preceding for service, other than end user access service, as described in Schedule Cal. P.U.C. No. 175-T, Section 4.1, and Presubscription Service, as described in Schedule Cal.P.U.C. No. 175-T, Section 13.3.3, provided to the customer by the Company are due 31 days (payment date) after the bill date or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and a day when Washington's Birthday or Memorial Day is legally observed), payment for such bills will be due from the customer as follows:

If such payment falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

- (b) Further, if any portion of the payment is received by the Company after the payment date as set forth in (a) preceding, then a late payment charge shall be due to the Company. The late payment charge shall be 1.5% of the entire unpaid balance for each month or portion thereof that an outstanding balance remains.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.1 Payment of Rates, Charges and Deposits (cont'd)

B. (cont'd)

(3) (cont'd)

- (c) Except as set forth in Schedule Cal. P.U.C. No. 175-T, Section 18.1.4(J), if the customer disputes a portion of the bill and withholds payment of the disputed amount, the customer must provide specific written documentation acceptable to the Company to support the claim.
- (i) No late payment charge will apply to the disputed amount from the time the specific written documentation acceptable to the Company is received until the date of resolution (i.e., the date the Company notifies the customer in writing of the resolution of the dispute).
- (ii) If the billing dispute is resolved in favor of the customer, no late payment charge will apply to the disputed amount.
- (iii) If the billing dispute is resolved in favor of the Company, payment of the withheld amount is due on the payment-due date shown on the next customer bill rendered by the Company following the date of resolution. A late payment charge, calculated at 1.5% per month or portion thereof, will apply to the withheld amount if payment of the withheld amount is not received by such payment-due date.
- (iv) In the event the Company determines the billing claim was made in bad faith, the Company serves the right to reinstate any appropriate late payment charges from the original late payment charge date.
- (v) Additionally, when a bill is disputed by a Consumer or Small Business customer, the Company shall investigate the charge(s) the customer has informed the Company are in question, and shall reach a determination and communicate it to the subscriber within 30 days.



**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.1 Payment of Rates, Charges and Deposits (cont'd)

B. (cont'd)

(3) (cont'd)

- (d) If the customer pays the total amount to the Company (i.e., the disputed amount and the nondisputed amount) and thereafter provides specific written documentation acceptable to the Company supporting the dispute and the dispute is resolved in favor of the customer, the Company will credit the overbilled amount. In addition, the customer will receive a credit for a disputed amount penalty using the following parameters:
  - (i) If specific written documentation acceptable to the Company in support of the dispute is received by the Company within 90 days of the due date, the credit for overpayment is calculated from the payment date to the date the disputed amount is credited to the customer's account.
  - (ii) If specific written documentation acceptable to the Company in support of the dispute is received by the Company later than 90 days from the due date, the credit for overpayment is calculated from the date documentation is received by the Company to the date the disputed amount is credited to the customer's account.
  - (iii) The disputed amount penalty factor credited to the customer shall be calculated at 1.5% for each month or portion thereof that the overbilling existed.
  - (iv) If the claim is resolved in the customer's favor, the date of resolution is the date on which the Company notifies the customer in writing as to the resolution of the dispute. The disputed amount shall be credited to the customer's account by the Company within thirty (30) calendar days of the date of resolution. The disputed amount penalty shall be credited by the Company no later than thirty (30) calendar days following the credit of the disputed amount.
  - (v) If the claim is resolved in the Company's favor, the Company will notify the customer in writing as to the resolution of the dispute.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.1 Payment of Rates, Charges and Deposits (cont'd)

B. (cont'd)

- (4) The bill will separately identify services rendered in the current period versus services rendered in periods other than the current period.
- (5) The bill will report underlying inventory and usage data by monthly billing period for the purpose of validating the noncurrent portion of the bill.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.1 Payment of Rates, Charges and Deposits (cont'd)

C. When a payment for Access Service charges billed under this Guidebook is due to the Company from the customer as set forth in B.(3), preceding on the same payment date that a Purchase of Accounts Receivable net purchase amount is due to the customer from the Company as set forth in Schedule Cal. P.U.C. No. 175-T, Section 8.2.3 the Company may, with at least 31 days notice to the customer, net the payment for customer Access Service Charges with the net purchase amount. The Company will pay the net amount to the customer on the payment date when such net amount is due to the customer or require the customer to pay the Company.

D. Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this Guidebook will be prorated to the number of days or major fraction of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

A bill for IntraLATA Private Line service shall not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill (as described in 2.4.2,E.).

(D)  
|  
(D)

E. When a rate as set forth in this Guidebook is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.1 Payment of Rates, Charges and Deposits (cont'd)

- F. When more than one copy of a customer bill for services provided under the provisions of this Guidebook is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in Schedule Cal. P.U.C. No. 175-T, Section 13.3.6.
- G. Level Bill Plan service is available to customers who wish to pay a fixed amount for three months and on the fourth month pay the remaining balance on their separately billed accounts. Level Bill Plan will be provided on an individual case basis consistent with the regulations and guidelines as set forth in the AT&T California Guidebook Part 8, Section 8.
- H. Promotional pricing of special access services may be offered to the Company's business customers consistent with the regulations and guidelines as set forth in Part 2, Section 8.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.2 Minimum Periods

For convenience, the following material is repeated here from Schedule Cal. P.U.C. No. 175-T, Section 2.4.2.

The minimum periods for which services are provided and for which rates and charges are applicable are set forth in 3. and 2.4 of this Guidebook and in Schedule Cal. P.U.C. No. 175-T, Sections 8.2.1(E)(2), 8.2.2(E)(2), 8.3.5(A), 8.4.5(A), 3.3.5(C)(1)(b), (c) and (d), and 13.3.11(E).

The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on an individual case basis as set forth in Schedule Cal. P.U.C. No. 175-T, Section 12, is one month unless a different minimum period is established with the individual case filing.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable whether the service is used or not as follows:

- A. When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, minimum period charges will apply.
- B. When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge, unless otherwise specified, will be the Company's total nonrecoverable costs less the net salvage value for the discontinued service.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.3 Reserved

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.5 Payment Arrangements and Credit Allowances (cont'd)

## 2.3.5.4 Credit Allowance for Service Interruptions

## A. General

A service is interrupted when it becomes unusable to the customer because of a failure of a Company facility component used to furnish service under this Guidebook or in the event that the protective controls applied by the Company result in the complete loss of service by the customer as set forth in Schedule Cal. P.U.C. No. 175-T, Section 6.5.1. An interruption period starts when an inoperative service is reported to the Company and ends when the service is operative. The total credit allowance available to the customer regardless of the number of service interruptions within a billing period will not exceed 100% of the monthly rates of the affected service.

## B. When A Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:

- (1) For Special Access Services (other than those specific services described in the following paragraphs), no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues. The monthly charges used to determine the credit shall be as follows:
  - (a) For two-point service, the monthly charge shall be the total of all the monthly rate element charges associated with the service. (i.e., two channel terminations, channel mileage and optional features and functions).

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.4 Credit Allowance for Service Interruptions (cont'd)

B. When A Credit Allowance Applies (cont'd)

(1) (cont'd)

- (b) For multipoint Special Access services, the monthly charge shall be only the total of all the monthly rate element charges associated with that portion of the service that is inoperative. (i.e., a channel termination per customer premises, channel mileage and optional features and functions).
- (c) For multiplexed services, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative. When the facility which is multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service. (i.e., the channel termination or Entrance Facility, channel mileage or Direct Trunked Transport and optional features and functions, including the multiplexer on the facility to the Hub, and the channel terminations, channel mileages and optional features and functions on the individual services from the Hub). When the service which rides a channel of the multiplexed facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service from the Hub to a customer premises. (i.e., channel termination, channel mileage and optional features and functions).



**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.4 Credit Allowance for Service Interruptions (cont'd)

B. When A Credit Allowance Applies (cont'd)

- (2) For Program Audio Service and Video Special Access Services, no credit shall be allowed for an interruption of less than 30 seconds. The customer shall be credited for an interruption of 30 seconds or more as follows:
- (a) For two-point services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues.
  - (b) For two-point services, when daily rates are applicable, the credit shall be at the rate of 1/288 of the daily charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues.
  - (c) For multipoint services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for the services for each period of 5 minutes or major fraction thereof that the interruption continues.
  - (d) For multipoint services, when daily rates are applicable, the credit shall be at the daily rate of 1/288 of the daily charges for the services for each period of 5 minutes or major fraction thereof that the interruption continues.
  - (e) For multipoint services, the credit for the monthly or daily charges includes the charges for the distribution amplifier only when the distribution amplifier is inoperative.
  - (f) When two or more interruptions occur during a period of 5 consecutive minutes, such multiple interruptions shall be considered as one interruption.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.4 Credit Allowance for Service Interruptions (cont'd)

B. When A Credit Allowance Applies (cont'd)

- (3) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate for the service interrupted in any one monthly billing period.
- (4) For certain Special Access services Digital Data Access, DA1-4; and High Capacity, HC1), any period during which the error performance is below that specified for the service will be considered as an interruption.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.5 Payment Arrangements and Credit Allowances (cont'd)

## 2.3.5.4 Credit Allowance for Service Interruptions (cont'd)

## B. When A Credit Allowance Applies (cont'd)

- (5) For Special Access Fiber Advantage<sup>SM</sup> High Capacity DS1, DS3, DS3x3, and DS3x12 services as described in Section 3 of this Guidebook, the customer shall be credited 100% of the monthly rates for any associated Fiber Advantage<sup>SM</sup> service for a service interruption. Also for any rate elements of SONET Ring<sup>/1/</sup> and Access Services provided, as described in Part 20, Section 15, the customer shall be credited 100% of the monthly rate for any service interruption affecting that rate element. In order to qualify for this credit, the outage must be determined by the Company to be in its network and the failure occurred in that part of the service with 1x1 protection.

The customer shall be credited 100% of the monthly rates for any associated Fiber Advantage<sup>SM</sup> service or the rate elements of a SONET Ring and Access Service<sup>/2/</sup> when the outage is determined by the Company to be in its network and the failure occurred in that part of the service with 1xN protection. The interruption must be 2 hours or more and all other requirements for this credit allowance are met.

/1/ Effective January 26, 2004, in the event that protected facilities do not exist, including dual entrance facilities, and the customer does not utilize Special Construction to provide protected facilities, the unprotected SONET Ring will be provided. In addition, the customer waives their right to receive a credit allowance for service interruptions and waives the SONET Assurance Warranty.

/2/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006. See 2.3.2.4.F.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.5 Payment Arrangements and Credit Allowances (cont'd)

## 2.3.5.4 Credit Allowance for Service Interruptions (cont'd)

## B. When A Credit Allowance Applies (cont'd)

## (5) (Cont'd)

The total credit allowance available to a customer regardless of the number of service interruptions within a billing period will not exceed 100% of the monthly rates of the service.

To qualify for a service credit under 2.3.5.4.B.(5), preceding, the customer will provide to the Company the name and telephone number of the customer's personnel accepting the closure. The Company will provide the date and time the trouble was reported to the Company and the date and time the service was returned to the customer. If this information is not provided, the credit allowance described in 2.3.5.4.B.(1) shall be given.

The interruption period starts when the inoperative service has been reported to the Company and the service is released for testing and repair. The interruption period ends when the service is operative and the customer has accepted the service from the Company. If the customer does not accept the service only a credit allowance under 2.3.5.4.B.(1) shall be given.

The interruption period is calculated based on the start and stop time of the service information of each service as determined by the Company and excludes customer requested monitoring and conditions set forth in 2.3.5.4.C., following.

- (6) Service interruptions for Specialized Service or Arrangements provided under the provisions of Schedule Cal. P.U.C. No. 175-T, Section 12. shall be administered in the same manner as those set forth herein 2.3.5.4 unless other regulations are specified with the individual case filing.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.5 Payment Arrangements and Credit Allowances (cont'd)

## 2.3.5.4 Credit Allowance for Service Interruptions (cont'd)

## B. When A Credit Allowance Applies (cont'd)

## (6) (Cont'd)

The credit allowances described elsewhere in this section will continue to apply for service interruptions when the outage is determined by the Company to be in its network and the failure does not qualify for the credit allowance described above, as long as all requirements for that credit allowance are met.

(7) (a) Unprotected GigaMAN<sup>®</sup> service

For Special Access GigaMAN<sup>®</sup> Service, no credit shall be allowed for an interruption of less than 10 seconds. The customer shall be credited for an interruption of 10 seconds or more at the rate of 10/8640 of the monthly rates for each period of 5 minutes or major fraction thereof that the interruption continues.

GigaMAN<sup>®</sup> unprotected service is considered interrupted when the customer reports the interruption to the Company and the Company confirms that continuity has been lost.

(b) Protected GigaMAN<sup>®</sup> Service

A Service Level Agreement (SLA) is offered with fully-protected GigaMAN<sup>®</sup> service, which provides the customer with a performance commitment that includes a service credit if the service does not perform as described.

Service availability<sup>/1/</sup> performance of 99.999% is offered on a GigaMAN<sup>®</sup> service with Protection (defined as Equipment Plus Fiber Path Protection for every segment of the service).

If this SLA is not met or if there is any single event of unavailability of service of greater than ten (10) seconds, the customer will be entitled to a credit equal to 100% of the monthly rate not to exceed the total monthly charges for the service. Only one such credit in a billing period will apply.

The service is considered interrupted when the customer reports to the Company a service disruption of greater than ten (10) consecutive seconds and the Company confirms that continuity of its service has been lost.

/1/ Service availability will be determined using unavailable seconds as defined in T1.503.2002 Network Performance Parameter for Dedicated Digital Service Definitions and Measurements.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.4 Credit Allowance for Service Interruptions (cont'd)

B. When A Credit Allowance Applies (cont'd)

(7) (b) Protected GigaMAN® Service (cont'd)

In order to qualify for this credit, the event of unavailability must be determined by the Company to be in its network and the failure occurred in that part of the service with the Protection. SLA adjustments are not available in the event of a cable cut in any unprotected portion of the GigaMAN Service fiber path or due to customer requested modifications to the service that may require down time.

SLAs are applicable to customers who purchase Equipment Plus Alternate Wire Center Path Protection or Equipment Plus Channel Termination Path Protection on both ends of a GigaMAN Service (both Channel Terminations) as well as Inter-Wire Center Path Protection when applicable. The Customer is responsible for notifying the Company when the service parameter within the calendar month falls below the committed level. The customers must request a service credit adjustment within 25 calendar days after the unavailability event occurred.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.4 Credit Allowance for Service Interruptions (cont'd)

B. When A Credit Allowance Applies (cont'd)

(8) Optical Carrier Network (OCN) Point-to-Point Service

The service is considered interrupted when the customer reports a service disruption to the Company and the Company confirms that the continuity of the service has been lost.

(a) For OCN Point-to-Point service described in Part 15, Section 3, the customer shall be credited for out of service interruptions as set forth in (1) preceding.

(b) 1+1 Protection with Route Survivability

For OCN Point-to-Point service with 1+1 Protection with Route Survivability, any service interruption on the protected portion will result in a credit as set forth in (a) preceding.

If the interruption occurs on a Channel termination/Local Distribution Channel without this option, normal terms and conditions for out of service credits as stated in (a) preceding will apply.

(c) OCN Point-to-Point with Diversity

For OCN Point-to-Point with Diversity, if the interruption occurs on a Channel Termination/Local Distribution Channel without this option, terms and conditions as described in (a) preceding are applicable.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.4 Credit Allowance for Service Interruptions (cont'd)

B. When A Credit Allowance Applies (cont'd)

(9) (a) Unprotected DecaMAN® Service<sup>/2/</sup> (C)

For unprotected DecaMAN Service, no credit shall be allowed for an interruption of less than 10 seconds. The customer shall be credited for an interruption of service as follows:

- an interruption of 10 seconds to four hours at the rate of 10% of the monthly rates
- an interruption of four hours to 12 hours at the rate of 25% of the monthly rates
- an interruption of 12 to 24 hours at the rate of 50% of the monthly rate
- an interruption of 24 hours or greater, at the rate of 100% of the monthly rates.

Unprotected DecaMAN Service is considered interrupted when the customer reports the interruption to the Company and the Company confirms that continuity has been lost. The credit allowance for service interruptions shall not exceed 100% of the applicable monthly rates during any billing period.

(b) Protected DecaMAN Service<sup>/2/</sup> (C)

A Service Level Agreement (SLA) is offered with fully-protected DecaMAN Service, which provides the customer with a performance commitment that includes a service credit if the service does not perform as described.

Service availability<sup>/1/</sup> performance of 99.999% is offered on a DecaMAN Service with Protection (defined as Equipment Plus Fiber Path Protection for every segment of the service).

If this SLA is not met or if there is any single event of unavailability of service of greater than ten (10) seconds, the customer will be entitled to a credit equal to 100% of the monthly rate not to exceed the total monthly charges for the service. Only one such credit in a billing period will apply.

/1/ Service availability will be determined using unavailable seconds as defined in ANSI T1.503.2002 Network Performance Parameter for Dedicated Digital Service Definitions and Measurements.

/2/ Effective September 30, 2017, DecaMAN Service will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

(N)  
(N)



**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.5 Payment Arrangements and Credit Allowances (cont'd)

## 2.3.5.4 Credit Allowance for Service Interruptions (cont'd)

## B. When A Credit Allowance Applies (cont'd)

(9) (b) Protected DecaMAN® Service<sup>/1/</sup> (cont'd)

(C)

The service is considered interrupted when the customer reports to the Company a service disruption of greater than ten (10) consecutive seconds and the Company confirms that continuity of its service has been lost.

In order to qualify for this credit, the event of unavailability must be determined by the Company to be in its network and the failure occurred in that part of the service with the Protection. SLA adjustments are not available in the event of a cable cut in any unprotected portion of the DecaMAN Service fiber path or due to customer requested modifications to the service that may require down time. Routine maintenance is not counted against unavailability.

SLAs are applicable to customers who purchase Equipment Plus Alternate Wire Center Path Protection or Equipment Plus Fiber Path Protection with Local Channel Path Protection on both ends of a circuit (both local channels), as well as Inter-Wire Center Path Protection when applicable. The Customer is responsible for notifying the Company when the service parameter within the calendar month falls below the committed level. The customer must request a service credit within 25 calendar days after the end of the month when the unavailability event occurred.

/1/ Effective September 30, 2017, DecaMAN Service will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

(N)  
(N)

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.4 Credit Allowance for Service Interruptions (cont'd)

B. When A Credit Allowance Applies (cont'd)

(10) OC-3, OC-12, and OC-48 Dedicated SONET Ring Service

For OC-3, OC-12 and OC-48 Dedicated SONET Ring Service as described in Part 15, Section 3, the customer shall be credited 100% of the monthly rate(s) for any service interruption affecting the port-to-port connection involved where the system does not automatically self-heal around the point of failure within one (1) second.

The service is considered interrupted when the customer reports a service disruption to the Company and the Company confirms that continuity of its service has been lost.

In order to qualify for this credit, the outage must be determined by the Company to be in its network and the failure occurred in that the port-to-port connection.

The total credit allowance available to an OC-3, OC-12 and OC-48 Dedicated SONET Ring Service customer regardless of the number of service interruptions within a billing period will not exceed 100% of the monthly rates of the service.

In the event that protected facilities do not exist, including dual entrance facilities, and the customer does not utilize Special Construction to provide protected facilities, the unprotected OC-3, OC-12 and OC-48 Dedicated SONET Ring Service will be provided. Credit allowance for an unprotected OC-3, OC-12 and OC-48 Dedicated SONET Ring Service is not offered.

The OC-3, OC-12 and OC-48 Dedicated SONET Ring Service credit allowance does not apply to a failure which occurs on a service where the customer has intentionally requested to provision riding services without SONET protection (see Unprotected Channel Transport in OC-3, OC-12 and OC-48 Dedicated SONET Ring Service, Part 15, Section 3).

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.5 Payment Arrangements and Credit Allowances (cont'd)

## 2.3.5.4 Credit Allowance for Service Interruptions (cont'd)

## B. When A Credit Allowance Applies (cont'd)

## (10) OC-3, OC-12, and OC-48 Dedicated SONET Ring Service (cont'd)

Unprotected services may be interrupted to repair other circuits. In cases where the customer orders OC-3, OC-12, and OC-48 Dedicated SONET Ring Service with an unprotected two-fiber service interface, the Company may provision this unprotected service, with other unprotected services, via a multi-port card. If one unprotected service on the card experiences an outage, the Company may repair the two-fiber service interface device by replacing the card, which may temporarily interrupt service to any unprotected tributary circuits that subtend this same multi-port card. In the event of a service interruption, credit allowance will be provided for the service that suffered the unplanned outage.

## C. When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment, systems, or facilities including cable, wire, or jacks provided by the customer, building owner, or other vendors.
- (3) Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.

**2. TERMS AND CONDITIONS (cont'd)****2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.3.5 Payment Arrangements and Credit Allowances (cont'd)

## 2.3.5.4 Credit Allowance for Service Interruptions (cont'd)

## C. When a Credit Allowance Does Not Apply (cont'd)

- (4) Interruptions of a service when the customer or building owner has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter a credit allowance as set forth in B., preceding applies.
- (5) Interruptions of a service which continue because of the failure of the customer or building owner to authorize replacement of any element of Special Construction, as set forth in Part 2, Section 5. The period for which no credit allowance is made begins on the seventh day after the customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the customer's written authorization for such replacement.
- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.
- (8) For audio connecting facilities and television connecting facilities no credit shall be allowed for an interruption of less than 30 seconds. The customer shall be credited for an interruption of 30 seconds or more at the rate of 1/8640 of the monthly charge for the facility for each 5 minutes or fraction thereof that an interruption continues.

Interruptions occurring during a period of 5 consecutive minutes shall be considered as one interruption. Any interruption of either the audio or video portion of a television connecting facility shall be considered as an interruption of the facility if the customer or building owner releases the entire facility for investigating and clearing the troubles thereon.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.4 Credit Allowance for Service Interruptions (cont'd)

D. Use of an Alternative Service Provided by the Company

Should the customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the customer must pay the Guidebook rates and charges for the alternative service used.

E. Temporary Surrender of a Service

In certain instances, the customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.5 Re-establishment of Service Following Fire, Flood or Other Occurrence

A. Nonrecurring Charges Do Not Apply

Charges do not apply for the re-establishment of service on a one-time, temporary or permanent, basis following a fire, flood or other occurrence attributed to an Act of God provided that:

- (1) The service is of the same type as was provided prior to the fire, flood or other occurrence.
- (2) The service is for the same customer.
- (3) The service is at the same or different location, as elected by the customer.
- (4) The re-establishment of service begins within 60 days after Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

B. Nonrecurring Charges Apply

If the service as re-established is different from that which was disconnected, the 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.)

When service is re-established on a temporary basis at a new location and later permanently established at the former location, the provision set forth in A., preceding may apply to either service as elected by the customer. Nonrecurring charges, without allowances, will apply to the re-establishment of the other service.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.6 Title or Ownership Rights

For convenience, the following material is repeated here from Schedule Cal. P.U.C. No. 175-T, Section 2.4.7.

The payment of rates and charges by customers or end users for the services offered under the provisions of this Guidebook does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

2.3.5.7 Billing of Access Services Provided by More Than One Company<sup>/1/</sup>

For convenience, the following material is repeated here from Schedule Cal. P.U.C. No. 175-T, Section 2.4.8.

A. Single Bill Arrangement for Feature Group A (FGA)

- (1) General - A single bill will be rendered for FGA service.
- (2) Ordering - The customer will place the order for service as set forth in 3. (see Service Rearrangement).
- (3) Rating and Billing of Service - The Company that accepts the order for service will arrange to provide the service, bill and collect all appropriate charges in accordance with the regulations, rates and charges in its Guidebook.

/1/ In compliance with the Federal Communications Commission's Memorandum Opinion and Order in CC Docket No. 86-104. released July 31, 1987.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.7 Billing of Access Services Provided by More Than One Company<sup>/1/</sup> (cont'd)

B. Single Bill Arrangement for Service Other Than FGA<sup>/3/</sup>

(1) General - With the agreement of the Companies involved, a single bill will be rendered for service other than FGA.

(2) Ordering - The customer will place the order for service as set forth in 3.B.

(3) Only a single bill will be rendered for Expanded Interconnection Service.

- Single Bill/Single Tariff/Guidebook

The Company that accepts the order for service will arrange to provide the service, bill and collect all appropriate charges in accordance with the regulations, rates and charges in its Guidebook.

- Single Bill/Multiple Tariff/Guidebook-Single Payment<sup>/2/</sup>

- The Company that accepts the order for service will arrange to provide the service, bill and collect all appropriate charges in accordance with the regulations, rates and charges in each Company's Access Service tariff or Guidebook. Although the single bill will separately identify each Company's rates and charges, a single payment will be due to the billing Company.

- Single Bill/Multiple Tariff/Guidebook-Multiple Payment<sup>/2/</sup>

- The Company that accepts the order for service will arrange to provide the service in accordance with the regulations set forth in the Access Service tariffs or Guidebook of the Companies involved in the provision of the service. A single bill will be rendered by the Company which accepts the order. The bill will separately identify each Company's rates and charges which are payable to each respective Company.

/1/ In compliance with the Federal Communications Commission's Memorandum Opinion and Order in CC Docket No. 86-104. released July 31, 1987.

/2/ Except Special Access Service

/3/ FGA is no longer available effective July 1, 2001, with exception of Expanded Interconnection Service.



**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.7 Billing of Access Services Provided by More Than One Company<sup>/1/</sup> (cont'd)

C. Multiple Bill Arrangement for Service Other Than FGA or EIS

- (1) General - Multiple bills will be rendered by the Companies for Access Service other than FGA if the Administration of a single bill arrangement as set forth in B., preceding, cannot be agreed upon by the Companies involved.
- (2) Ordering - Each Company will accept an order for service from the customer as set for the in 3., following.

/1/ In compliance with the Federal Communications Commission's Memorandum Opinion and Order in CC Docket No. 86-104. released July 31, 1987.

/2/ Except Special Access Service.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.7 Billing of Access Services Provided by More Than One Company<sup>/1/</sup> (cont'd)

C. Multiple Bill Arrangement for Service Other Than FGA or EIS (cont'd)

(3) Rating and Billing of Service

Each Company will provide its portion of the Access Service based on the regulations, rates and charges contained in its Access Service tariff or Guidebook, as appropriate:

- (a) The charges billed by this Company for mileage sensitive rate elements, e.g., Special Access Service Channel Mileage or Directory Assistance Transport, are determined as follows:
- The total mileage for the service is computed using the V&H Coordinate Method set forth in The National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4, Sections 11 and 16. For information on how to obtain copies of the NECA Tariff see Schedule Cal.P.U.C. No. 175-T, Section 14.
  - Each Company's billing percentage is determined from The National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4, Section 69. For information on how to obtain copies of the NECA Tariff see Schedule Cal.P.U.C. No. 175-T, Section 14.
  - This Company's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for this Company.
  - When three or more Companies are involved in providing an Access Service, the intermediate Company's Channel Mileage Termination rate does not apply.

/1/ In compliance with the Federal Communications Commission's Memorandum Opinion and Order in CC Docket No. 86-104. released July 31, 1987.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.7 Billing of Access Services Provided by More Than One Company<sup>/1/</sup> (cont'd)

C. Multiple Bill Arrangement for Service Other Than FGA or EIS (cont'd)

(3) Rating and Billing of Service (cont'd)

Each Company will provide its portion of the Access Service based on the regulations, rates and charges contained in its Access Service tariff or Guidebook, as appropriate: (cont'd)

(b) The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved:

- When rates and charges are listed on a per point of termination basis, this Company's rates will be billed for the termination(s) within this Company's territory.
- When rates and charges are listed on a per unit basis, e.g., central office bridging or multiplexing, this Company's rates and charges will apply for units located in this Company's operating territory.
- When the Company(ies) involved concur(s) in this Company's Company Specified Hub/Bridge option on a multipoint service, the central office bridging rate and charge will apply for each customer designated premises in this Company's operating territory.
- When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by this Company.

/1/ In compliance with the Federal Communications Commission's Memorandum Opinion and Order in CC Docket No. 86-104. released July 31, 1987.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.7 Billing of Access Services Provided by More Than One Company<sup>/1/</sup> (cont'd)

C. Multiple Bill Arrangement for Service Other Than FGA or EIS (cont'd)

(3) Rating and Billing of Service (cont'd)

Each Company will provide its portion of the Access Service based on the regulations, rates and charges contained in its Access Service tariff or Guidebook, as appropriate: (Cont'd)

(b) (cont'd)

- When rates and charges on Special Access are listed on a per service bases, and two or more Companies are involved in providing the service, this Company's fixed channel mileage rate will be divided by the number of Companies involved. The resulting percentage will be billed.
- Except as listed above, this Company's full nonrecurring charges will be billed.

/1/ In compliance with the Federal Communications Commission's Memorandum Opinion and Order in CC Docket No. 86-104. released July 31, 1987.

2. TERMS AND CONDITIONS (cont'd)

2.3 REGULATIONS – ACCESS SERVICES (cont'd)

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

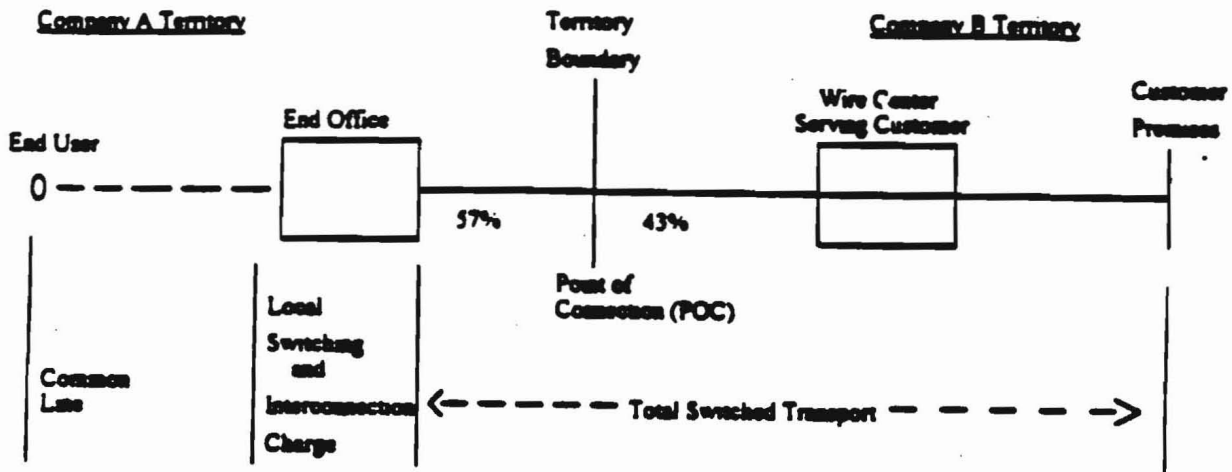
2.3.5.7 Billing of Access Services Provided by More Than One Company<sup>/1/</sup> (cont'd)

C. Multiple Bill Arrangement for Service Other Than FGA or EIS (cont'd)

(4) Multiple Bill Example

Assume that FGD is ordered to an end office in the operating territory of Company A. The customer premises is located in the operating territory of Company B.

Direct Trunked Transport



**Direct Trunked Transport Rate Calculation**

$$\text{Direct Trunked Transport} = \text{Rate} \times \text{Transport Mileage} \times \text{Billing Percentage}$$

/1/ In compliance with the Federal Communications Commission's Memorandum Opinion and Order in CC Docket No. 86-104, released July 31, 1987.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.7 Billing of Access Services Provided by More Than One Company<sup>/1/</sup> (cont'd)

C. Multiple Bill Arrangement for Service Other Than FGA or EIS (cont'd)

(4) Multiple Bill Example (cont'd)

Assumed Total Switched Transport  
Airline Mileage = 23 Miles

Assumed Billing Percentages Developed from Information in The National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4, Section 69. For information on how to obtain copies of the NECA Tariff see Schedule Cal. P.U.C. No. 175-T, Section 14.

- Company A = 57%
- Company B = 43%

Assumed Usage for Billing Period = 9000 minutes

Assumed Switched Transport rates:

- Company A = \$.0120 per access min.
- Company B = \$.00064 per access min. (distance sensitive)
- + \$.0095 per access min. (nondistance sensitive)

Company A Charges = 9000 min. x \$.0120 per min.  
x 57% = \$61.56

Company B Charges = 9000 min. x \$.00064 per min.  
x 43% + 9000 min.  
x \$.0095 per min. = \$87.98

/1/ In compliance with the Federal Communications Commission's Memorandum Opinion and Order in CC Docket No. 86-104. released July 31, 1987.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.7 Billing of Access Services Provided by More Than One Company<sup>/1/</sup> (cont'd)

C. Multiple Bill Arrangement for Service Other Than FGA or EIS (cont'd)

(4) Multiple Bill Example (cont'd)

Tandem Switched Transport Rate Calculation

Tandem Switched Transport Termination  
(Fixed per Access Minute of Use) =  
rate x MOU x 50%

+  
Tandem Switched Transport Mileage =  
rate x transport mileage x MOU x billing percentage<sup>/1/</sup>

/1/ In compliance with the Federal Communications Commission's Memorandum Opinion and Order in CC Docket No. 86-104. released July 31, 1987.

**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.5 Payment Arrangements and Credit Allowances (cont'd)

2.3.5.8 Application of Surcharges

See Schedule Cal. P.U.C. Nos. A2.1.37,A.5; A2.1.38; A5.2.3,D.1 and A5.2.5,E.18. (C)



**2. TERMS AND CONDITIONS (cont'd)**

**2.3 REGULATIONS – ACCESS SERVICES (cont'd)**

2.3.6 Connections

2.3.6.1 General

Equipment and Systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Special Access Service furnished by the Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1, 2.3.2, preceding, and Schedule Cal. P.U.C. No. 175-T, Section 16.

**2. TERMS AND CONDITIONS (Cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES**

2.4.1 Types of Rates and Charges

There are three types of rates and charges. These are monthly rates, daily rates and nonrecurring charges. The rates and charges are described as follows:

A. Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a Special Access Service is provided. For billing purposes, each month is considered to have 30 days.

B. Daily Rates

Daily rates are flat recurring rates that apply to each 24 hour period or fraction thereof that a Program Audio or Video Special Access Service is provided for part-time or occasional use. For purposes of applying daily rates, the 24 hour period is not limited to a calendar day.

The application of daily rates for Program Audio and Video services during a consecutive 30 day period is as follows. Daily rates will be topped at an amount equal to the monthly rate (i.e., the charge to the customer for usage billed at daily rates will not exceed the monthly rate). For each day or part day of usage after the daily rates have been topped, a charge equal to 1/30th of the monthly rate will apply.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.1 Types of Rates and Charges (cont'd)

## C. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Special Access Service are: installation of service, installation of optional features and functions, and service rearrangements.

## 1. Installation of Service

Nonrecurring charges apply to each service installed. When multiple identical services (i.e., services between the same locations and for the same customer) are ordered and installed at the same time, there is charge for the first service installed and a lower charge for each additional identical service installed. The nonrecurring charges for the installation of service are set forth in this Guidebook as a nonrecurring charge for the Channel Termination rate element.

## 2. Installation of Optional Features and Functions

Nonrecurring charges apply for the installation of some of the optional features and functions available with Special Access Service. For some features and functions there is a lower charge if installed coincident with the service and a higher charge if installed subsequent to the installation of the service.

The optional features for which nonrecurring charges apply are identified in this Guidebook.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.1 Types of Rates and Charges (cont'd)

C. Nonrecurring Charge (cont'd)

3. Service Rearrangements

Service rearrangements are changes to existing (installed) services which do not result in either a change in the minimum period requirements (i.e., change from one type of Special Access to another or a change from one type of channel termination to another) or a change in the physical location of the point of termination at a customer designated premises. Changes in the physical location of the point of termination are treated as moves and are described and charged as set forth in 2.4.4, following.

The charge to the customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves actual physical change to the service.

These are 3 types of Service Rearrangements: Administrative Changes, Service Changes, and Rollover Changes.

a. Administrative Changes

Administrative changes will be made without charge(s) to the customer. Administrative changes are set forth in 3., following.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.1 Types of Rates and Charges (cont'd)

## C. Nonrecurring Charge (cont'd)

## 3. Service Rearrangements (cont'd)

## b. Service Changes

Service Changes listed below, are physical changes to existing service, excluding Rollover Changes as set forth in c. following, and moves as set forth in 2.4.4, following. Charges will apply as specified below.

- If the change involves the addition of another leg to an existing multipoint service, the nonrecurring charge for the channel termination rate element will apply. The charge will apply only for the leg that is being added.
- If the change involves the addition of an optional feature or function which has a separate nonrecurring charge, that nonrecurring charge will apply.
- If the change involves changing the type of signaling on a Voice Grade service, a charge equal to the Voice Grade channel termination rate element nonrecurring charge will apply. The charge will apply per service termination affected.
- For all other changes, including the addition of optional features without separate nonrecurring charges, a charge equal to a channel termination rate element nonrecurring charge will apply. Only one such charge will apply per service, per change.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.1 Types of Rates and Charges (cont'd)

## C. Nonrecurring Charge (cont'd)

## 3. Service Rearrangements (cont'd)

## c. Rollover Changes

Rollover changes listed below, are physical changes to existing service excluding B., preceding, when all changes are performed at the same Company Wire Center, set forth below, and there is no change in point of termination or EIS Point of Termination. A Rollover Change charge for Special Access Service will apply, as set forth in this Guidebook (see individual access service product). No charge will apply for subtending services of the service being rolled over as long as there is no change to the subtending services.

- Rearranging an existing service from one port to another port in the same multiplexer.
- Rearranging an existing service from one multiplexer to another multiplexer in the same wire center.
- Rearranging an existing lower speed service to an existing multiplexed higher speed service in the same serving wire center.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.1 Types of Rates and Charges (cont'd)

## C. Nonrecurring Charge (cont'd)

## 3. Service Rearrangements (cont'd)

## c. Rollover Changes (cont'd)

- Rearranging an existing service to the dedicated ring configuration of SONET Ring and Access Services.
- When the existing service is rolling to a SONET Ring and Access Service that has a Rate Stability Payment Plan of 5 Years, the rollover charge will be waived.

In addition, a Rollover Change will occur when existing Special Access Service is rearranged to other existing Special Access Service and there is a change in the point of termination or EIS point of termination of the rolled service. Except as noted below, all facilities and equipment required for the activity must already exist. No charge will apply for subtending services of the service being rolled over as long as there is no change to the subtending services.

- Rearranging an existing service from one multiplexer to another multiplexer.
- Rearranging an existing lower speed service to an existing multiplexed higher speed service.
- Rearranging an existing service to the dedicated ring configuration of SONET Ring and Access Services.
- When the existing service is rolling to a SONET Ring and Access Service with a Rate Stability Payment Plan of 5 Years, the customer will receive a credit equal to the change charge applicable to a rollover with no change in termination.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.1 Types of Rates and Charges (cont'd)

C. Nonrecurring Charge (cont'd)

4. Record Transfer Charge

Record transfer nonrecurring charges are applicable under the following condition:

Upon receipt of a request to transfer billing and circuit provisioning records from AT&T to an Interexchange Carrier.

Record transfer charges are based on the nonrecurring charges associated with the work activities required to accomplish the changes.



**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.2 Special Access Service Surcharge

## A. General

In addition to the rates and charges described in 2.4.1 preceding, there is a monthly Surcharge of \$25.00 that applies to Voice Grade and equivalent Voice Grade Special Access Services (e.g., the surcharge for a High Capacity 1.544 would be \$600.00 or 24 x \$25.00). For multipoint services, the \$25.00 surcharge applies for each customer location on the service. This surcharge is to compensate the Company for use of the local exchange network by Special Access Services that are classified as intrastate interLATA.

## B. Exceptions to the Surcharge Application

Recognizing that not all services can utilize the local exchange network, certain uses of Special Access Service are exempt from the surcharge. Following is a listing of the exempt categories:

1. Any termination of an analog service that is used for television or program audio transmission.
2. Any termination of a service that is used for Telex service.
3. Any termination of a service that by nature of its operating characteristics could not make use of common lines.
4. Any termination of a service that is associated with Switched Access Service that is subject to Carrier Common Line Charges.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.2 Special Access Service Surcharge (cont'd)

## C. Self Reporting

In order for the Company to determine the application of the surcharge with respect to specific services, the customer must report the intended use of all services when placing orders for Special Access Service. In addition, when ordering high capacity digital services, the customer must also report the use for each voice equivalent channel of the high capacity service. When any service or channel of a service is reported to be the used in any manner described in B., preceding, the surcharge will not apply. If the intended use is not reported, the Company will automatically bill the appropriate surcharge on each Special Access Service installed.

The Company reserves the right to audit the use of the service at any time. If the service is found to be used for a type of operation other than that reported by the customer, and a surcharge would apply for that type of operation, the Company will notify the customer and will begin to apply the surcharge.

## D. Crediting the Surcharge

If, at any time after the installation of a service which is subject to the surcharge, the customer reports that the service is being used in association with a Switched Access Service that is subject to Carrier Common Line Charges, the Company will credit the customer for the surcharge. The credit will be effective on the date that the Special Access Service became associated with the Switched Access Service.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.2 Special Access Service Surcharge (cont'd)

## E. IntraLATA Private Line Service

All intraLATA Special Access circuits, i.e. circuits which are wholly within a LATA and do not have interLATA access capability, are exempt from the Special Access Service Surcharge. In order to receive this exemption, all customers ordering intraLATA Special Access Service on or after January 1, 1995 must notify the Company according to the self reporting procedure described in C., preceding. All IntraLATA service provisioned prior to January 1, 1995 will automatically receive this exemption. All customers must notify the Company if changes are made to circuits which make them no longer entitled to this exemption according to the self reporting procedure described in C., preceding.

This exemption is necessitated by Decision 94-09-065 dated September 15, 1994, which authorized the consolidation of most of Schedule Cal.P.U.C. No. B. Private Line Services with Special Access Service contained in this Guidebook schedule. The surcharge does not apply to intraLATA circuits because the surcharge is intended to compensate the Company for use of the local exchange network by Special Access Services that are classified as intrastate interLATA as described in A., preceding.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.3 Minimum Periods

Except as set forth following the minimum service period for all services is one month.

The minimum service period for part-time and occasional Video and Program Audio services is one day (i.e., a continuous 24-hour period not limited to a calendar day).

The minimum period for Video Payment Plans, GigaMAN<sup>SM</sup> Term Pricing Plans, or Fiber Advantage<sup>SM</sup> DS3 or DS3x3 service is a one year Rate Stability Payment Plan.

The minimum period for Fiber Advantage<sup>SM</sup> DS3x12 service is a 3 year Rate Stability Payment Plan.

The minimum period for SONET Ring and Access Services<sup>/1/</sup> dedicated ring configuration is a 3 year Rate Stability Payment Plan. See Part 20, Section 15.

/1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006. See 2.3.2.4.F, preceding.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.4 Moves

A move involves a change in the physical location of one of the following:

- The Point of Termination at the customer's premises
- The customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

A. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring (i.e., installation) charge for the termination affected. There will be no change in the minimum period requirements.

B. Moves To a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new services. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.5 Mileage Measurement

The mileage to be used to determine the monthly rate for the Channel Mileage is calculated on the airline distance between the locations involved (i.e., the serving wire centers associated with two customer designated premises), a serving wire center associated with a customer designated premises and a Company Hub, or two Company Hubs. The serving wire center associated with a customer designated premises is the serving wire center from which the customer designated premises would normally obtain dial tone.

## A. Two-point Service

Mileage is shown in the product rates, in terms of mileage bands. To determine the rate to be billed, first compute the mileage using the V&H coordinates method, as set forth in The National Exchange Carrier Association (NECA) Company F.C.C. No. 4, Sections 11 and 16. For Information on how to obtain copies of the NECA Company see Schedule Cal. P.U.C. No. 175-T, Section 14, then find the band into which the computed mileage falls and apply the rates shown for that band. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage band and applying the rates.

## B. Multipoint Service

For the calculation of Channel Mileage rates, the customer may select either 1. or 2., following:

## 1. Company Specified Hub/Bridge

The mileage is the shortest combination of airline mileages which will connect the serving wire centers of the customer designated premises, each section is determined as specified in A., preceding.

## 2. Customer Specified Hub/Bridge

The mileage is computed and rates applied separately for each section of the Channel Mileage, i.e., customer designated premises to Hub, Hub to Hub and/or Hub to customer designated premises serving wire center. However, when any service is routed through a Hub for purposes other than customer specified bridging or multiplexing (e.g., the Company chooses to so route for test access purposes), rates will be applied only to the distance calculated between the serving wire centers associated with the customer designated premises.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.6 Facility Hubs

A customer has the option of ordering Voice Grade facilities or digital high capacity facilities (i.e., DS1, DS1C, DS2, DS3 or DS4) to a facility Hub for channelizing to individual services requiring lower capacity facilities (e.g., Telegraph, Voice, Program Audio, etc.).

Different locations may be designated as Hubs for different facility capacities, e.g., multiplexing from digital to digital may occur at one location while multiplexing from digital to analog may occur at a different location. When ordering the customer will specify the desired multiplexing Hub(s) selected from The National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4, Section 16. For Information on how to obtain copies of the NECA Tariff see Schedule Cal. P.U.C. No. 175-T, Section 14. NECA 4 identifies the type(s) of multiplexing functions which are available and the serving wire centers at which they are available.

Some of the types of multiplexing available include the following:

- from higher to lower bit rate
- from higher to lower bandwidth
- from digital to voice frequency channels

End to end services may be provided on channels of these facilities to a Hub. The transmission performance for the end to end service provided between customer designated premises will be that of the lower capacity or bit rate. For example, when a 1.544 Mbps facility is multiplexed to voice frequency channels, the transmission performance of the channelized services will be Voice Grade, not High Capacity.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)****2.4.6 Facility Hubs (cont'd)**

The Company will commence billing the monthly rate for the facility to the Hub on the date specified by the customer on the service order. Individual services utilizing these facilities may be installed coincident with the installation of the facility to the Hub, or may be ordered and/or installed at a later date, at the option of the customer. The customer will be billed for a Voice Grade or a high capacity digital Channel Termination, Channel Mileage (when applicable), and the multiplexer at the time the facility is installed. Individual service rates (by service type) will apply for a Channel Termination and additional Channel Mileage (as required) for each channelized service. These will be billed to the customer as each individual service is installed.

Cascading multiplexing occurs when a high capacity digital channel is de-multiplexed to provide channels with a lesser capacity and one of the lesser capacity channels is further de-multiplexed. For example, a DS3 facility is de-multiplexed to 28 DS1 facilities and then one of the DS1 facilities is further de-multiplexed to individual voice grade channels.

When cascading multiplexing is performed, whether in the same or a different Hub, a charge for the additional multiplexing unit also applies. When cascading multiplexing is performed at different Hubbing locations, Channel Mileage charges also apply between the Hubs.

When a DS3x3 or DS3x12 is hubbed and segregated into individual DS3 services, a separate multiplexer charge is not required between the DS3x3 or DS3x12 service and the individual DS3 services, DS3 rates and charges will apply to the individual DS3 services as required (e.g., channel terminations, channel mileage and optional features if requested). If multiplexing is used to multiplex DS3x3 or DS3x12 service to DS1 service, then at least one DS3 to DS1 multiplexer is required.



**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)****2.4.6 Facility Hubs (cont'd)**

Although not requiring multiplexing, the Company will designate certain Hubs for Program Audio Services. Full-time service will be provided between a customer designated premises and a Hub and billed accordingly at the monthly rates set forth for a Channel Termination, Optional Features and Functions, and Channel Mileage, as applicable. The customer may order part-time and occasional Program Audio services as needed between that Hub and a second customer designated premises. The rate elements required to provide the part-time or occasional service (i.e., Channel Termination, Optional Features and Functions, and Channel Mileage, as applicable) will be billed at daily rates for the duration of the service requested.

**2.4.7 Shared Use Digital High Capacity Service, SONET Ring and Access service<sup>/1/</sup> and Optical Carrier Network (OCN) Point to Point Service**

Shared use occurs when Special Access Service and Switched Access Service are provided over the same High Capacity facilities through a common interface. The facility will be ordered, provided and rated as Special Access Service (i.e., Channel Termination, Channel Mileage, SONET rate element, OCN rate element, or as appropriate, OCN and multiplexer). The nonrecurring charge that applies when the shared use facility is installed will be the nonrecurring charge associated with the appropriate Special Access High Capacity Channel Termination. Individual service (i.e., Switched or Special Access) nonrecurring charges will not apply to the individual channels of the shared use facility. Rating as Special Access will continue until such time as the customer chooses to use a portion of the available capacity for providing Switched Access Service. As each individual channel is activated for Switched Access Service, Special Access Channel Termination, Channel Mileage, SONET rate element, OCN Point to Point rate element, and Multiplexer rates will be reduced accordingly (e.g., 1/24th for a DS1 service, 1/672nd for a DS3 service, 1/2016th for DS3x3 or OC-3 service, 1/8064th for OC-12 or equivalent service, etc). The customer must place an order for each individual Switched or Special Access Service utilizing the Shared Use Facilities and specify the channel assignment for each service.

/1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006. See 2.3.2.4.F, preceding.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

- 2.4.7 Shared Use Digital High Capacity Service, SONET Ring and Access service<sup>/1/</sup> and Optical Carrier Network (OCN) Point to Point service (cont'd)

Switched Access Service rates and charges as set forth in Schedule Cal. P.U.C. No. 6.8, will apply for each channel of the shared use facility that is used to provide Switched Access Service. Where Special Access Service is provided utilizing a channel of the shared facility to the Hub, High Capacity rates and charges will apply for the facility to the Hub as set forth preceding and individual service rates and charges will apply from the Hub to the customer designated premises. The rates and charges that will apply to the portion from the Hub to the customer designated premises will be dependent on the specific type of Special Access Service that is provided (e.g., Voice Grade, Telegraph, etc.). The applicable rates and charges will include a Channel Termination and Channel Mileage, if applicable. Rates and charges for optional features and functions, if any, associated with the service, if any, will apply (see product rates).

<sup>/1/</sup> Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006. See 2.3.2.4.F, preceding.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)****2.4.8 Split Billing Arrangement**

Split Billing Arrangement allows for the interconnection of two or more different customer's Special Access Services in Company Serving Wire Centers for billing purposes only. This arrangement is only available when a service is hubbed for multiplexing (e.g., DS3 to DS1 or DS1 to DSO) and each customer must have a minimum of one channel termination at their designated premises. Separate billing arrangements for Shared Network Arrangement associated with SONET Ring services<sup>/1/</sup> are set forth in Part 20, section 15.

Hubbing locations are set forth in The National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4, Section 16. For information on how to obtain copies of the NECA Tariff see Schedule Cal. P.U.C. No. 175-T, Section 14.

Each customer may order their individual service(s) separately from the Company. However, the customer with the higher bit rate service (e.g., DS3 or DS1) must provide the channel assignment to the customer with the lower bit rate service prior to the ordering of the lower bit rate service.

Each customer will be billed the applicable Guidebook rates and charges set forth in their individual service(s). Multiplexing will be billed to the customer with the higher bit rate service.

The customer that controls the higher bit rate service shall be the primary customer for reporting service outages. Out of service adjustments will be handled in accordance with Credit Allowance for Service Interruptions as set forth in 2.3.5.4, preceding.

/1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006. See 2.3.2.4.F, preceding.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.9 DS1 and Fiber Advantage<sup>SM</sup> Service

## A. Payment Plans

(1) Rate Stability Plans for Fiber Advantage<sup>SM</sup> DS1, DS3, DS3x3 And DS3x12

Rates and Charges for DS1, DS3 and DS3x3 service are offered with a 1, 3 or 5 year Rate Stability Payment Plan. DS3x12 service is offered with a 3 or 5 year Rate Stability Payment Plan.

For customers that subscribe to a 1, 3 or 5 year Rate Stability Payment Plan, the monthly rates in effect at the time the service is installed will not increase during the payment plan period.

The customer has the option to order a Rate Stability Payment Plan for each individual DS1 or DS3 service hubbed with a DS3 or DS3x3 service.

## (2) Term Payment Plans for DS1 1.544 Mbps Service

DS1 1.544 mbps service (non Fiber Advantage<sup>SM</sup>) provides the customer Term Payment Plans (TPP's) for one, two, three or five-year terms. Rates for the plans are the rates in effect at the time the service is installed.

During the length of the selected TPP, monthly rates for services ordered under the plan will automatically change (increase or decrease) as the result of Company initiated rate changes or a Commission Order or Decision. However, under no circumstances will any rate change cause the monthly rates for the service to exceed the rate that was in effect at the time the service was installed for the TPP selected.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.9 DS1 and Fiber Advantage<sup>SM</sup> Service (cont'd)

## A. Payment Plans (cont'd)

## (2) Term Payment Plans for DS1 1.544 Mbps Service (cont'd)

For customers ordering new DS1 1.544 mbps service who choose a Term Payment Plan (TPP) period of 3 years or greater in length, the Nonrecurring Charge will not apply for new service. However, customers requesting termination of service prior to the completion of a minimum of 3 years or greater TPP will become liable for full payment of Nonrecurring Charges.

For customers ordering new DS1 1.544 mbps service who choose a Term Payment Plan (TPP) period of 2 years (End User Channel Termination only), the Nonrecurring Charge will not apply for new service.

The customer may choose to terminate an existing TPP before the end of the one, two, three or five year period and negotiate a new TPP as set forth in a.,following.

Any special construction charges incurred for services billed under a TPP will be applicable as provided for in Part 2, Section 5.

## a. Upgrades

During a customer's TPP term, conversion may be made to a new TPP term of the same or different length or to a higher speed service, if the expiration date for the new service or TPP term is beyond the end of the original TPP term. The new TPP term becomes effective upon execution. Existing customer may change from a month-to-month arrangement to a TPP. No credit for months under the previous TPP may be transferred to the new TPP. The customer incurs no liability for the remaining months on the original TPP, since the change is not considered a termination of service. Nonrecurring charges as appropriate will apply if a customer converts to a higher speed service. The rates applicable for the new term are those currently in effect for new customers.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.9 DS1 and Fiber Advantage<sup>SM</sup> Service (cont'd)

## A. Payment Plans (cont'd)

## (2) Term Payment Plans for DS1 1.544 Mbps Service (cont'd)

## b. Moves

During a TPP term, a customer may move one Channel Termination (Local Distribution Channel) of a DS1 service to another location in the same LATA and keep the TPP in force, provided no lapse in service occurs. Moves to a different serving office however may result in a change in the monthly charges. Nonrecurring charges as appropriate are applicable. The nonrecurring charge that is currently in effect for month-to-month service offering will apply.

If the customer moves both ends of the service concurrently the customer will be liable for Termination Liability charges. Rules and regulations for Moves in 3., following, are applicable.

## c. Renewals

At the end of a TPP term, the customer may elect a new TPP term with the rates in effect at that time. If the customer elects not to renew the TPP, or does not notify the Company of their intent to establish a new TPP, the service will automatically be billed under the Guidebook month-to-month rates in effect at the time the TPP expires.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.9 DS1 and Fiber Advantage<sup>SM</sup> Service (cont'd)

## B. Termination Liability Charges for Payment Plans

## (1) Termination Liability for DS1 1.544 Mbps Service Term Payment Plans

Customers requesting the termination of a TPP prior to the expiration date, excluding TPP terminated as a result of a renegotiation, will be charged a termination charge as indicated below. These charges shall become due and owing as of the effective date of the termination and are payable within 30 days of the bill date, subject to interest penalty on the unpaid balance.

The customer's termination charge shall be equal to all waived and/or unpaid nonrecurring charges at currently effective month to month rates, plus 50% of the remaining months multiplied by the monthly recurring charges.

(2) Termination Liability Charges For Fiber Advantage<sup>SM</sup> DS1, DS3, DS3x3 And DS3x12 Rate Stability Payment Plans.

Minimum Periods for Fiber Advantage<sup>SM</sup> DS1, DS3, DS3x3 and DS3x12 service apply as set forth in 2.4.3, preceding and 3.2.5, following.

For Rate Stability Payment Plans (e.g. 1, 3 and 5 year plans) discontinued prior to the end of their Payment Plan period, the Termination Liability Charges will apply as follows:

For Rate Stability Payment Plans discontinued prior to the end of the first year of the Rate Stability Payment Plan period, the customer will be liable for 75% of the total monthly charges for the unexpired portion of the first year of service. In addition, the customer will be liable for 70% of the second year, 60% of the third year, 50% of the fourth year and 40% of the fifth year, of the total monthly charges for the remaining portion of the Rate Stability Payment Plan.

For Rate Stability Payment Plans discontinued beyond the first year of the Rate Stability Payment Plan period, the customer will be liable for 70% of the total monthly charges for next 12 month period of the Rate Stability Payment Plan, 60% for the 13th through 24 months of the Rate Stability Payment Plan period, 50% for the 25th through 36 months, and 40% for the 37th through 48 months, as applicable, for the remaining portion of the Rate Stability Payment Plan period.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.9 DS1 and Fiber Advantage<sup>SM</sup> Service (cont'd)C. Renewal Plan for Fiber Advantage<sup>SM</sup> DS1, DS3, DS3x3 and DS3x12 Rate Stability Payment Plans

## (1) For Fiber Advantage DS3, DS3x3 and DS3x12 Rate Stability Payment Plans:

For all orders completed prior to August 15, 2006, at the end of the Rate Stability Payment Plan, the customer may renew, for any Rate Stability Payment Plan in effect, without a new nonrecurring charge being applied, as long as the physical serving arrangement is not changed or the customer may continue service at the original rate on a month-to-month basis up to one full year after the original Rate Stability Payment Plan ends, at which time the customer must either (1) elect a new term pricing plan, (2) terminate the service, or (3) the Company will automatically convert the customer to the Monthly Extension Rate.

For orders completed on or after August 15, 2006, all new subscriptions to Fiber Advantage DS3, DS3x3 and DS3x12 Rate Stability Payment Plans are subject to the following Renewal Plan: If the customer elects not to renew an expired Rate Stability Payment Plan or does not notify the Company of their intent to renew the Rate Stability Payment Plan, the customer's services will automatically be billed under the Guidebook Monthly Extension rate in effect at the time the term Plan expires.

Monthly Extension rates are not available to new subscriptions to the service as they are applicable when a new term plan has not been renegotiated.



**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.9 DS1 and Fiber Advantage<sup>SM</sup> Service (cont'd)C. Renewal Plan for Fiber Advantage<sup>SM</sup> DS1, DS3, DS3x3 and DS3x12 Rate Stability Payment Plans

## (2) For Fiber Advantage DS1 Rate Stability Plans:

At the end of the Rate Stability Payment Plan, the customer may renew for any Rate Stability Payment Plan in effect, without a new nonrecurring charge being applied, as long as the physical serving arrangement is not changed or the customer may continue at the original rate on a month-to month basis up to one full year after the original Rate Stability Payment Plan ends at which time the customer must select a new term pricing plan.

D. Change of Fiber Advantage<sup>SM</sup> DS1, DS3, DS3x3 or DS3x12 Rate Stability Payment Plans:

At any time, a customer has the option to change their current payment plan to an equivalent or longer payment plan (e.g., 1 year to 3 year) without any Termination Liability Charges applicable to the current Rate Stability Payment Plan and without new nonrecurring charges applicable to the new equivalent or longer payment plan, as long as all other aspects of the service and facilities remain unchanged. In addition, the new equivalent or longer Rate Stability Payment Plan the customer selects begins on the service order completion date and is treated as a new Rate Stability Payment Plan period.

Customers may change to a shorter Rate Stability Payment Plan by paying the associated Termination Liability Charges with the original Rate Stability Payment Plan. The rates that will apply will be the current rates in effect for the Rate Stability Payment Plan ordered. However, no new nonrecurring charges will apply.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.9 DS1 and Fiber Advantage<sup>SM</sup> Service (cont'd)

E. Upgrades to DS3x3 and DS3x12 Services Provided Through Rate Stability Payment Plans:

Customers with a three or five year Rate Stability Payment Plan may at any time upgrade any DS3 service to a greater DS3 service, e.g., DS3 to DS3x12, at the same premises without incurring the DS3 Termination Liability Charge provided that:

- the customer subscribes to a new higher speed Rate Stability Payment Plan term that is equal to, or greater than 36 months;
- the expiration date for the new Rate Stability Payment Plan term is beyond the end of the original Rate Stability Plan term.

All appropriate upgrades, e.g., DS3x12 rates and charges will apply (i.e., Recurring and Nonrecurring).

F. DS3, DS3x3 and DS3x12 Service Transition:

Customers with DS3 service provided under Individual Case Basis (ICB) term contract arrangements in other portions of this Guidebook who wish to convert their service to a DS3, DS3x3 or DS3x12 service may do so without penalty or assessment of new nonrecurring charges, providing there is no physical change in the service arrangement.

G. Moves for Fiber Advantage<sup>SM</sup> DS3x3 and DS3x12

Regulations for Moves for Fiber Advantage<sup>SM</sup> DS3x3 and DS3x12 are set forth in 3.2.9., , following.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.9 DS1 and Fiber Advantage<sup>SM</sup> Service (cont'd)

## H. Changes from Fiber Advantage DS3 (DS3, DS3x3, DS3x12) service to Higher Speed Services:

Customers with a three or five year Rate Stability Payment Plan may at any time upgrade from a DS3 service to a higher speed Special Access service (e.g., GigaMAN, SONET Ring and Access, OCN Point to Point) without incurring Termination Liability charges for the customer's existing DS3 service providing the following criteria are met:

- The customer subscribes to a Term Pricing Plan period that is equal to, or greater than 36 months;
- The expiration date for the new Term Pricing Plan period is beyond the end of the original Term Pricing Plan period;
- No lapse in service occurs;
- Non recurring charges will apply when applicable;
- The monthly rates for the new service(s) shall be those rates in effect at the time the new service(s) is installed;
- The new service is provided between the same customer locations and with the same customer of record as the disconnected service;
- The original location of all nodes must be included in the new service;
- Billed recurring revenue for each month of the first eighteen months of the new service is equal to or greater than the billed recurring revenue for the last month of the service(s) being converted;
- Customer agrees not to convert the new service term pricing plan to a pricing plan with a lower rate for the period of eighteen months after conversion; and
- Spare facilities and equipment must be available or Special Construction charges, as set forth in Part 2, Section 5.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.9 DS1 and Fiber Advantage<sup>SM</sup> Service (cont'd)I. Service Transition From Individual Case Basis (ICB)  
Contracts To Guidebook Service:

When a customer's ICB DS3 service is terminated and the customer chooses to convert to general Guidebook service provided by the Company, the customer shall be credited with the length of time their ICB contract was in place.

For example, a customer has a 5 year ICB contract for DS3 service and is in the 36th month of that service arrangement at the time of conversion. The customer will be provided the option to move into a 5 year Rate Stability Payment Plan to obtain the lowest possible monthly rate and will be credited with the 36 months of service which have already elapsed. Only 24 months of service will be required under the 5 year Rate Stability Payment Plan to avoid a Termination Liability Charge under the Guidebook Rate Stability Payment Plan.

In this example, in the event the customer terminates service prior to 24 months, Termination Liability Charges will apply for the remainder of the Rate Stability Payment Plan period. The customer also has the option to move into a shorter Rate Stability Payment Plan as described in preceding. In either case, no Nonrecurring or Termination Liability Charges shall apply to the ICB contract arrangement.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.10 Education First

The installation and monthly charges for Special Access DS1 (Advanced Digital Network or High Capacity Service) in connection with the provisioning of PRI ISDN used for data and video applications associated with distance learning shall be waived for a period of one (1) year for Public Schools, Libraries, and Community Colleges as well as Private Schools, as defined in Schedule Cal. P.U.C. No. A2. participating in the Education First Program. A private or Public School, Library, or Community College may request this special waiver from the effective date of the original tariff revision<sup>/1/</sup> through December 31, 1977.

At hub locations participants changing from Basic Rate Interface (BRI) to Primary Rate Interface (PRI) may not benefit from the waiver of charges for more than one year from the initial installation date of the BRI service. Any participant desiring to withdraw from the program may do so at any time.

/1/ The original tariff revision was March 18, 1997: Advise Letter No. 18573A.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.11 SONET Ring and Access Services<sup>/1/</sup>

Terms and Conditions

## A. 1, 3 and 5 Year Rate Stability Payment Plans and Termination Liability Charges

The Company provides 1, 3 or 5 Year (term) Rate Stability Payment Plans (RSPP). For the dedicated ring configuration Rate Stability Plan Payment Plans have 3 and 5 year terms; for the circuit service the Rate Stability Payment Plans have 1, 3, and 5 year terms. The RSPP allows the customer to order service at rates commensurate with the length of the term. If rates decrease during a RSPP term, the new rate, if it is lower, would automatically apply to the remainder of the fixed term. At the end of the RSPP, the customer may order a new Rate Stability Payment Plan, terminate service or, if no choice is made, the service will convert to monthly rates corresponding to the equivalent term just expired, subject to any future rate changes. If a customer does not complete the time period or term of the RSPP, Termination Liability Charges will apply, unless exceptions are met as listed in the following.

If a customer chooses to discontinue the Rate Stability Payment Plan prior to the completion of the term period, termination liabilities will apply with the exception of the following early release option. With this option, a customer under a 5 Year term, giving 6 months notice prior to disconnecting service after the start of the 48th month of the RSPP, will be released from the Termination Liability Charges.

/1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006.  
See 2.3.2.4.F, preceding.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.11 SONET Ring and Access Services<sup>/1/</sup> (cont'd)

Terms and Conditions (cont'd)

**A. 1, 3 and 5 Year Rate Stability Payment Plans and Termination Liability Charges (cont'd)**

For Rate Stability Payment Plans discontinued prior to the end of the first year of the Rate Stability Payment Plan period the customer's Termination Liability Charge will be 75% of the total monthly charges on the unexpired portion of the first year of service. In addition, the customer will be liable for 60% of the second year, 50% of the third year, 20% of the fourth year and 15% of the fifth year of the total monthly charges for the remaining portion of the Rate Stability Payment Plan Period.

For Rate Stability Payment Plans disconnected after the end of the first year of service, the customer will be liable for payments for the unused portion of the RSPP. The Terminating Liability Charge will be calculated based upon a percentage of monthly payments remaining in the RSPP. Percentages of monthly payments due for unused service are: 60% for year two, 50% for year three, 20% for year four and 15% for year five, (e.g., a customer disconnecting after using fourteen months of a five year plan would owe: 10 months at 60%, 12 months at 50%, 12 months at 20% and 12 months at 15%).

**B. Upgrades to SONET Ring and Access Services provided through Rate Stability Payment Plans.**

Customers may upgrade, when conditions are met, DS3 or DS1 at the same premises without incurring the Termination Liability Charge providing that a Rate Stability Payment Plan of equivalent or longer period is selected.

/1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006.  
See 2.3.2.4.F, preceding.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.11 SONET Ring and Access Services<sup>/1/</sup> (cont'd)

Terms and Conditions (cont'd)

## C. Migration onto SONET Ring and Access Services

A period of up to six months will be established for migrating existing services onto a new dedicated ring. When services move onto the ring the customer will be billed for a prorata share of the rate elements being used (Nodes, Ports, Mileage and Dedicated Ring Fees). Use of the ring's services will be determined by an equivalent DS3 prorata share of the ring's rate element recurring charges (1/3rd of the charges for an OC-3 ring, 1/12th of the charges for an OC-12 ring, 1/48th of the charges for an OC-48 ring) determined on a monthly basis. For example, when the customer migrates an existing DS3 service to the ring the Company will charge a proration of the recurring charges for the ring elements and discontinue billing for the fixed and variable mileage and the related portion of the channel termination at the customer entrance facility which the SONET ring completely replaces. Existing channel termination proration applies when the existing service (i.e., DS3x3 or DS3x12) will be disconnected as part of the migration plan. At the completion of the migration period, billing will commence for all rate elements of the ring purchased by the customer (this is the commencement of the rate stability payment period). This does not apply to two point (a.k.a circuit service) configurations.

The six month migration period may be extended for an additional two months following the initial period. The extension must be agreed upon by the customer and the Company. Either party can request an extension to deal with developing situations. For example, if either party cannot meet the ring provisioning dates, or rollover of existing services to the ring, due to circumstances beyond their control during the initial migration period (e.g., labor disputes, resource limitations, or natural disasters), either party can request an extension. Both parties must cooperatively plan a new timeline that will not exceed two months from the date of the extension agreement.

/1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006.  
See 2.3.2.4.F, preceding.



**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.11 SONET Ring and Access Services<sup>/1/</sup> (cont'd)

Terms and Conditions (cont'd)

**D. Renewal of SONET Ring and Access Services Rate Stability Payment Plans**

At the end of the term of a RSPP the customer may renew its RSPP without incurring the payment of a nonrecurring charge, if the physical serving arrangement is not changed. If a plan is not renewed, service will continue on a month to month basis with the rates as specified in Part 20, Section 15.

With an increase in bandwidth capacity and no change in locations receiving service, the customer can forego payment of existing Terminating Liability Charges. New Terminating Liability Charges based on the term of service chosen will apply for the new Rate Stability Payment Plan chosen by the customer.

**E. Change of SONET Ring and Access Services Rate Stability Payment Plan**

The customer also has the option to change the current payment plan to an equivalent or longer payment plan (e.g., 1 year to 3 year) without incurring the Termination Liability Charge applicable to the current Rate Stability Payment Plan or new nonrecurring charges applicable to the new equivalent or longer payment plan, if other aspects of the service and facilities remain unchanged. The new equivalent or longer Rate Stability Payment Plan of the customer begins on the service order completion date and is treated as a new Rate Stability Payment Plan period.

Customers may change to a shorter Rate Stability Payment Plan by paying the associated Termination Liability Charges with the original Rate Stability Payment Plan. The rates that will apply will be the current rates in effect for the Rate Stability Payment Plan ordered. However, no new nonrecurring charges will apply.

/1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006.  
See 2.3.2.4.F, preceding.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.11 SONET Ring and Access Services<sup>/1/</sup> (cont'd)

Terms and Conditions (cont'd)

**F. Portability**

No Termination Liability Charge will apply to the disconnect of a Local Loop Access Link or channel termination if a like service with the same bandwidth capacity and the same RSPP term is added to the same dedicated ring. The disconnect and new connect orders must be concurrent and related to insure that the termination liability can be suppressed for the disconnect order.

**G. Service Transition from Individual Case Basis (ICB) Contracts to Guidebook Service**

When a customer's ICB DS3 or OC3/c service is terminated and the customer chooses to convert to Guidebook service from the Company, the customer shall be credited with the length of time their ICB contract was in place.

For example, a customer has a 5 year ICB contract for DS3 service and is in the 36th month of that service arrangement at the time of conversion. The Customer will be provided the option to move into a 5 year Rate Stability Payment Plan (RSPP) to obtain the lowest possible monthly rate and will be credited with the 36 months of service which have already elapsed. Only 24 months of service will be required under the 5 year RSPP to avoid a Termination Liability Charge under the Guidebook RSPP.

In this example, in the event the customer terminates service prior to 24 months, Termination Liability Charges will apply for the remainder of the RSPP period. The customer also has the option to move into a shorter RSPP described in E., preceding. In either case, no nonrecurring or Termination Liability Charges shall apply to the ICB contract arrangement.

/1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006.  
See 2.3.2.4.F, preceding.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.11 SONET Ring and Access Services<sup>/1/</sup> (cont'd)

Terms and Conditions (cont'd)

## H. SONET Multiplexing

There is no SONET multiplexing arrangement for bandwidth capacities above 51 Mbps.

## I. Protected Services

Within the Company network, SONET services are protection switched. The provisioning of premises access ports, either OC-3c or OC-12c, is a non-protected drop, e.g., one pair of fibers at the network interface.

## J. OC-12c/622 Mbps Bandwidth Service

OC-12c/622 Mbps Bandwidth Service is provisioned via access ports on a SONET OC48 Node.

1. OC-12c/622 Mbps Bandwidth Service can originate and terminate on a Dedicated SONET OC-48 Ring, e.g., provide a point-to-point service between two premise nodes on a dedicated ring, or
2. OC-12c/622 Mbps<sup>/2/</sup> Bandwidth Service can originate on a Dedicated SONET OC-48 Ring and terminate in the Company Central Office, traversing available SONET IOF. Applicable, chargeable recurring mileage is the distance between the central offices with the customer's CO Node and the endpoint CO node.

/1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006.  
See 2.3.2.4.F, preceding.

/2/ STS-12 is manufactured discontinued and grandfathered to existing customers.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.11 SONET Ring and Access Services<sup>/1/</sup> (cont'd)

Terms and Conditions (cont'd)

K. Ethernet Port<sup>/2/ /3/</sup>

A nonrecurring charge as set forth in Part 20, Section 15, is applicable only when the Ethernet Port is ordered for an existing SONET Ring service. The nonrecurring charge for the Ethernet port will not be applicable to customers ordering a new SONET Ring service.

Effective November 26, 2003, new orders for SONET Ring Service with the Ethernet over SONET (EoS) enhancement will be served by different equipment than the equipment used for customers who placed SONET Ring Service orders that were completed prior to November 26, 2003 when the EoS option was not available. Customers subscribing to SONET Ring Service prior to November 26, 2003, subsequently requesting EoS for their existing Ring may be required to change to the new equipment, and may incur early termination charges for their existing SONET Ring Service. In these cases, disconnect of the existing SONET Ring Service and placement of an order for a new SONET Ring service with the EoS enhancement is required. The monthly rates for the new service(s) shall be those rates in effect at the time the new service(s) is installed.

## L. Reserved

/1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006.  
See 2.3.2.4.F, preceding.

/2/ Ethernet Port offering is available only as Prem Access Port.

/3/ Not available on SONET Ring (STS-1) service.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.11 SONET Ring and Access Services<sup>/1/</sup> (cont'd)

Terms and Conditions (cont'd)

M. Conversion from SONET Ring and Access Service to OC-3, OC-12, OC-48 Dedicated SONET Ring Service

Existing customers of SONET Ring Service may convert to OC-3, OC-12, OC-48 Dedicated SONET Ring service as offered in Section 7.2.15 without incurring early termination liability for their existing SONET Ring service when the following conditions are met:

- the customer subscribes to a term plan period that is equal to or greater than thirty-six months, and
- the expiration date for the new term plan period is beyond the original term plan period, and
- no lapse in service occurs, and
- the monthly rates for the new service will be those rates in effect for the new service at the time the new service is installed, and
- nonrecurring charges will apply, where applicable, and
- the new ring service is provided between the same customer locations with the same customer of record as the existing ring service, and
- the original location of all nodes must be included in the new service.

/1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006.  
See 2.3.2.4.F, preceding.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.11 SONET Ring and Access Services<sup>/1/</sup> (cont'd)

Terms and Conditions (cont'd)

M. Conversion from SONET Ring and Access Service to OC-3, OC-12, OC-48 Dedicated SONET Ring Service (cont'd)

If you upgrade to the new OC-3, OC-12, OC-48 Dedicated SONET Ring Service<sup>/1/</sup> and your current SONET Ring and Access Service configuration includes SONTET circuit service, you will be required to order Optical Carrier Network (OCN) Point to Point service in lieu of the circuit service. (IOF Protection for OCN Point to Point service will become available approximately June 2006.)

As a current subscriber to SONET Ring and Access Service, you will be able to add or remove lower speed services (port changes) to existing nodes on your SONET ring and Access Service Ring. Additional ports will be billed at the same Term Pricing Plan as the Ring Node.

Physical changes to individual nodes or the physical SONET Ring and Access Service Ring are not allowed (e.g., moves or addition of nodes, increases in bandwidth). Requests for this activity will require a conversion to the new Dedicated SONET Ring Service\*. Disconnect of a node(s) is allowable within the specified minimum requirements.

/1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006.  
See 2.3.2.4.F, preceding.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.12 GigaMAN® Service<sup>/1/</sup>

(C)

(1) Term Pricing Plans

A. General Information

Rates and charges are offered with a 1, 2, 3, or 5 year Term Pricing Plan (TPP). For customers that subscribe to a 1, 2, 3, or 5 year TPP, the monthly rates in effect at the time the service is installed will be in effect. If the Company initiates rate changes resulting in a decrease of rates for an existing service with a 1, 2, 3, or 5 year fixed service period, those rate changes will be passed along to the customer. Rate changes resulting in an increase of rates for an existing service will not exceed the original rate for that selected service period unless mandated by the California Public Utilities Commission.

/1/ Effective September 30, 2017, GigaMAN Service will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

(N)  
(N)

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.12 GigaMAN<sup>®</sup> Service (cont'd)

## (1) Term Pricing Plans (cont'd)

**B. Renewal of Term Pricing Plan**

At the end of a Term Pricing Plan, the customer may renew with a written notice of intent to renew no later than 90 days prior to its expiration, for any TPP in effect without incurring new nonrecurring charges.

If the customer elects not to renew the TPP or does not notify the Company of its intent to renew the TPP, the service will automatically be billed under the Monthly Extension rates in effect at the time the TPP expires until the customer cancels or renews the service with a new TPP term. Subsequently, customers under the Monthly Extension rates may convert their existing service to either a 1, 2, 3, or 5 year TPP. The customer will not be assessed any associated nonrecurring charges as long as the physical serving arrangement does not change.

Monthly Extensions are not available to new service.

Effective for the period November 13, 2003 through November 13, 2004, customers may renew an expired Term Pricing Plan as set forth in (2) A., following.

**C. Change of Term Pricing Plan**

At any time a customer may change an existing TPP to a new TPP only when the new TPP payment period is longer than the remaining period currently in effect, without any Termination Liability Charges or nonrecurring charges applying as long as all other aspects of the service and facilities remain unchanged. The new TPP begins on the service order completion date and is treated as a new TPP period.

Customers may change to a shorter TPP by paying the associated Termination Liability Charges with the current TPP. The rates that will apply will be the current rates in effect for the TPP ordered on the date of conversion, however no new nonrecurring charges apply as long as all other aspects of the service and facilities remain unchanged.



**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.12 GigaMAN<sup>®</sup> Service (cont'd)

(1) Term Pricing Plans (cont'd)

D. Other Changes to Term Pricing Plans

Any change to a TPP arrangement not otherwise permitted shall constitute a discontinuance of the existing service and all applicable Termination Liability Charges shall apply. The new service will be subject to all applicable rates and charges (e.g., nonrecurring, recurring, and termination) in effect on the date of the service change.

E. Termination Liability Charges

Minimum periods for Term Pricing Plans shall apply as set forth in Part 2, Section 2 (see 2.4 and 3.2.5).

For a TPP discontinued prior to the end of its payment plan period, excluding Term Pricing Plans terminated as a result of renegotiations, the Termination Liability Charge shall apply as follows:

All unpaid Special Construction or nonrecurring charges (excluding any waived charges),

plus

Fifty percent (50%) of all recurring charges of the remaining months of the customer's term as follows:

<u>Term Pricing Plan</u>	<u>Termination Percentage</u>
1, 2, 3 and 5 year	50%

The termination charge is calculated as follows:

$$\text{Months remaining in Term Pricing Plan} \times \text{Recurring Charges} \times \text{Termination Percentage} = \text{Termination Charge}$$

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.12 GigaMAN<sup>®</sup> Service (cont'd)

## (2) Rate Regulations

## A. Changes

- (i) Effective January 5, 2004, and concurrent with the removal of the 31 mile (29dB loss) limitation, new subscriptions to GigaMAN<sup>®</sup> service will be served by different equipment than the equipment used for subscribers who placed orders that were completed prior to January 5, 2004.

Customers subscribing to GigaMAN<sup>®</sup> service prior to January 5, 2004 will remain on their current equipment unless, as a result of a Company change in the service as set forth in 2.3.2 Changes and Substitutions, preceding, the Company deems it necessary to modify the customers existing service requiring new equipment.

Diversity and Protection Options are not available to customers served by the pre-January 5, 2004 equipment completion date.

Customers subscribing to GigaMAN<sup>®</sup> service prior to January 5, 2004, may request a change to the new equipment without incurring the Early Termination Liability charges for their existing GigaMAN<sup>®</sup> service, providing the following criteria are met, contingent upon the availability of fiber from premises to premises.

- The customer subscribes to a new Term Pricing Plan period that is greater than the remaining months in the existing term Payment Plan,
- Nonrecurring charges will apply where applicable, with this change, the customer will experience an Out of Service condition.
- The new service is provided between the same customer locations requiring a disconnect of the existing GigaMAN<sup>®</sup> service and placement of an order for the new GigaMAN<sup>®</sup> service for the same customer of record as the disconnected service,
- Spare facilities and equipment must be available or Special Construction charges, as set forth in Part 2, Section 5, shall apply.

The monthly rates for the new service(s) shall be those rates in effect at the time the new service(s) is being installed requiring a disconnect of the existing GigaMAN<sup>®</sup> service and placement of an order for new GigaMAN<sup>®</sup> service.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.12 GigaMAN<sup>®</sup> Service (cont'd)

(2) Rate Regulations (cont'd)

A. Changes (cont'd)

- (ii) Effective for the period January 5, 2004 through November 13, 2004, customers served by the equipment available prior to January 5, 2004 may renew an expired Term Plan with a new Term Plan not to exceed three (3) years and may remain on the existing GigaMAN<sup>®</sup> equipment.

If, however, during the new three year Term Plan the customer orders any optional features requiring the new equipment that became available after January 5, 2004, the rules set forth under Rate Regulations A.(i) above for changing are applicable.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.12 GigaMAN<sup>®</sup> Service (cont'd)

## (2) Rate Regulations (cont'd)

## A. Changes (cont'd)

- (3) For the period November 13, 2003 through November 13, 2004, requests for renewal to a five (5) year Term Plan will require customers to order a new GigaMAN<sup>®</sup> service that is on the new equipment that was made available effective November 13, 2003, and an order for new service must be placed for the desired five year Term Plan. Concurrent with installation of the new five (5) Year Term plan for GigaMAN<sup>®</sup> service, the customer's expired Term Plan GigaMAN<sup>®</sup> service will be disconnected. All nonrecurring charges will apply for the new service. Spare facilities and equipment must be available or Special Construction charges, as set forth in Part 2, Section 5, shall apply.
- (4) For GigaMAN<sup>®</sup> service installed without Protection and customers subsequently request Protection options after the GigaMAN<sup>®</sup> order has been completed, and customer premises locations remain the same, a change to the customer premises based Company equipment is required. This change will be treated as an upgrade to the GigaMAN<sup>®</sup> service, and a new nonrecurring charge is applicable. This change will require a disconnect of the existing GigaMAN<sup>®</sup> service and placement of an order for the new GigaMAN<sup>®</sup> service, except in the case of Power Protection which does not require a disconnect of the existing service) for the same customer of record. With this upgrade the customer will experience an Out of Service condition.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.12 GigaMAN<sup>®</sup> Service (cont'd)

## (2) Rate Regulations (cont'd)

## A. Changes (cont'd)

(5) Conversion from GigaMAN<sup>®</sup> to Higher Speed Services

A GigaMAN<sup>®</sup> customer may convert to a higher speed Special Access service without incurring the Early Termination Liability charges for their existing GigaMAN<sup>®</sup> service, providing the following criteria are met, contingent upon the availability of fiber from premises to premises.

Customers with less than 12 months (for the 2 Year Term Plan), 15 months (for the 3 Year Term Plan), and 18 months (for the 5 Year Term Plan) of existing GigaMAN<sup>®</sup> service will not be eligible to have Termination Liability waived with this request. One year term plan GigaMAN<sup>®</sup> customers are not eligible to have the Termination Liability waived.

- The customer subscribes to a new Term Pricing Plan period that is equal to or greater than 36 months;
- The expiration date for the new TPP period is beyond the end of the original TPP period;
- No lapse in service occurs;
- Nonrecurring charges will apply where applicable;
- The monthly rates for the new service shall be those rates in effect at the time the new service is installed;
- Spare facilities and equipment must be available or Special Construction charges as set forth in Part 2, Section 5, shall apply.
- The new service is provided between the same customer locations with the same customer of record as the disconnected service;

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**2.4.12 GigaMAN<sup>®</sup> Service (cont'd)

## (2) Rate Regulations (cont'd)

## B. Repeater

GigaMAN<sup>®</sup> service will be designed with a minimum of one repeater at no additional charge to the customer. Additional repeaters determined necessary by the Company will be charged at rates set forth in Part 15, Section 4.

When Protection Options, as set forth in Part 15, Section 4, are ordered, additional repeaters may be necessary on the protected path as determined by the Company. The Repeater rate element will be applied to a protected circuit per fiber pair.

## C. Mileage

For the Inter-Wire Center Diversity and Protection offering, Interoffice mileage will be calculated between the intermediate Serving Wire Centers along the circuit path of the Diversely routed or Protected GigaMAN<sup>®</sup> service.

For protected GigaMAN<sup>®</sup> service, mileage charges are applicable on both paths of the protected service.

## D. Moves

(1) Customers whose orders for GigaMAN<sup>®</sup> service were completed prior to January 5, 2004 may make the following moves when spare fiber facilities are available or Special Construction charges, as set forth in Part 2, Section 5, will apply, and allow for the service to be temporarily interrupted during the move:

- may move one Channel Termination of a GigaMAN<sup>®</sup> service to another premises in the same LATA and keep the Term Plan in force without assessment of Early Termination Liability, provided no lapse in billing occurs. Nonrecurring charge as appropriate are applicable, and a change in monthly charges may result.
- who move both ends of the service concurrently the customer will be liable for Termination Liability charges as this is considered a complete disconnect of the service.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.12 GigaMAN<sup>®</sup> Service (cont'd)

(2) Rate Regulations (cont'd)

D. Moves (cont'd)

(2) Customers whose orders for GigaMAN<sup>®</sup> service were completed after January 5, 2004:

GigaMAN<sup>®</sup> customers subscribing to two (2), three (3) and five (5) year Term Pricing Plans may move one end of the GigaMAN<sup>®</sup> service per the following regulations:

- (a) may move one end of the GigaMAN<sup>®</sup> service to a different premises in the same LATA without incurring the Early Termination Liability charges for their existing GigaMAN<sup>®</sup> service, providing the following criteria are met, contingent upon the availability of fiber from premises to premises. Customers with less than 12 months (for the 2 Year Term Plan), 15 months (for the 3 Year Term Plan), and 18 months (for the 5 Year Term Plan) of existing GigaMAN<sup>®</sup> service will not be eligible to have Termination Liability waived.

- The customer subscribes to a new Term Pricing Plan period that is greater than the remaining months in the existing term Payment Plan,
- Nonrecurring charges will apply where applicable,
- Spare facilities and equipment must be available or Special Construction charges, as set forth in Part 2, Section 5, shall apply.

The moved service will require a disconnect of the existing GigaMAN<sup>®</sup> service and placement of an order for the new GigaMAN<sup>®</sup> service for the same customer of record as the disconnected service.

The monthly rates for the new service(s) shall be those rates in effect at the time the new service(s) is being installed requiring a disconnect of the existing GigaMAN<sup>®</sup> service and placement of an order for new GigaMAN<sup>®</sup> service.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.12 GigaMAN<sup>®</sup> Service (cont'd)

(2) Rate Regulations (cont'd)

D. Moves (cont'd)

- (2) Customers whose orders for GigaMAN<sup>®</sup> service were completed after January 5, 2004:  
(cont'd)

GigaMAN<sup>®</sup> customers subscribing to two (2), three (3) and five (5) Year Term Pricing Plan may move one end of the GigaMAN<sup>®</sup> service per the following regulations: (cont'd)

- (b) The GigaMAN<sup>®</sup> service was installed with Protection options and the customers subsequently requests a move of the Channel Termination within the same building afterwards. This request may require a change to the customer premises based Company equipment which will be determined by the Company. Nonrecurring charges are applicable in the amount of one-half the Nonrecurring charge for the Channel Termination. With this upgrade the customer will experience an Out of Service condition.

E. Power Protection

Power Protection is applicable on a per equipment bay capacity basis, per customer premises, and depending upon the number of GigaMAN<sup>®</sup> services for the GigaMAN<sup>®</sup> customer of record, the Company will determine how many Power Protection rate elements are applicable. One or more Power Protection rate elements may apply per customer premises.



**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)****2.4.13 Optical Carrier Network (OCN) Point-to-Point Service**

This section contains the specific regulations governing the rates and charges which may apply to Optical Carrier Network (OCN) Point-to-Point Service. The rates and charges in effect at the time the OCN Point-to-Point Service is installed and accepted by the customer are the rates and charges that will be billed to the customer requesting the service. The rates and charges in effect at the time may not be the same as those rates and charges in effect at the time the customer requests the service.

Optical Carrier Network (OCN) Point-to-Point Service is offered under a Term Payment Plan.

If the Company initiates rate changes resulting in a decrease of rates for an existing service with a 3 or 5 year Term Plan period, those rate changes will be passed along to the customer. Should the Company increase its rates during the Term Pricing Plan period as a result of a Company initiated price change or pursuant to a commission decision or order, the customer will continue to pay the rates in effect at the time the customer elected to establish service under the Term Pricing Plan.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

The rate elements for OCN Point-to-Point Service are as follows:

A. Channel Termination/Local Distribution Channel (LDC)

Channel Terminations/LDC's are offered only without Company provided and maintained terminal ADM equipment at the customer designated premises and will hand off basic 2-fiber or 4-fiber optical cables, depending upon the feature (as ordered). One Channel Termination (LDC) is applied per customer designated premises where the channel is terminated.

OC-3/OC-3c and OC-12/OC-12c Channel Terminations (LDCs) provide point-to-point optical connection between the Company Serving Wire Center (SWC) and the customer premises.

The customer is required to provide an ADM that is compatible with the Company Serving wire center ADM as is described in Tech-Pub GR-253-CORE.

All Channel Terminations/Local Distribution Channels comprising a channel must have the same terminating bit rate unless multiplexing is performed at a Company hub location.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

B. Channel Mileage/Interoffice Transport

Channel Mileage/interoffice transport is available with:

OC-3/OC-3c Channel Terms  
OC-12/OC-12c Channel Terms

In addition, Channel Mileage/interoffice transport can be connected between wire centers with Add/Drop multiplexing at a lower OC-N speed than the Channel Terminations/Local Distribution Channels, if the transport is between a lower speed Add/Drop Function and:

- another lower speed Add/Drop Function;
- another lower speed Channel Termination (LDC);
- a lower speed Dedicated Ring Port

All of the above terminations must be the same speed as the transport.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

C. Optional Features and Functions

The following optional features and functions are available with OCN:

Central Office features which consist of:

- Add/Drop Multiplexing (ADM)
- Add/Drop Function (ADM function)

OC-N Network Survivability which consists of:

- 1+1 Protection (OC-3/OC-3c and OC-12/OC-12c)
- 1+1 Protection with Cable Survivability (OC-/OC-3c and OC-12/OC-12c)
- 1+1 Protection with Route Survivability (OC-3/OC-3c and OC-12/OC-12c)
- OCN Point-to-Point with Diversity

Connection Arrangements:

- Shared Network Arrangement

(1) Add/Drop Multiplexing

A Company Serving Wire Center arrangement that allows non-concatenated OC-3 or OC-12 channels operating at a terminating speed of 155.52 Mbps, 622.08 Mbps, 2488.32 Mbps, 9953.28 Mbps, respectively, to add/drop a lower speed channel by using this feature along with the add/drop function as stated in (b) following. The mix of multiplexing signals cannot exceed the maximum bandwidth of the higher speed OCN circuit termination on the Company Central Office multiplexer.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

## C. Optional Features and Functions (cont'd)

## (1) Add/Drop Multiplexing (cont'd)

For example, OC-3 add/drop multiplexing at a Company Serving Wire center will provide the capability to support the full add/drop function capacity of OC-3 Service bandwidth with up to 3 (three) DS3 add/drop functions or equivalently up to 3 (three) groups of 28 DS1 add/drop functions.

At the time of ordering any of the following basic rate categories, the customer must provide configuration information for the entire multiplexing option at the time the order for service is placed. In addition, concatenated services, OC-3 and OC-12, cannot be ordered as offered in optional Features and Functions, Section (C) proceeding as the Company cannot convert individual STS-1 signals to concatenated (non-channelized) channels.

OC-12 add/drop multiplexing at a Company Serving Wire Center will provide the capability to support the full add/drop function capacity of OC-12 service bandwidth with up to four (4) OC-3 add/drop functions or up to twelve (12) DS3 add/drop functions or equivalent combinations of OC-3 and DS3 add/drop functions.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

C. Optional Features and Functions (cont'd)

(1) Add/Drop Multiplexing (cont'd)

If asynchronous DS1 ports are required on an OC-12 OCN circuit, then the OC-3 add/drop multiplexing feature and associated DS1 add/drop function must be ordered in addition to the OC-12 add/drop multiplexing feature.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

C. Optional Features and Functions (cont'd)

(2) Add/Drop Function

The OC-3 and OC-12 are able to add or drop lower level signals as shown in the matrix following. The add/drop function is offered at a circuit level. For example, if a customer wants to drop one DS3 signal from an OC-12 service, one add/drop function charge for the DS3 would be applicable in addition to the OC-12 add/drop multiplexing charge.

OC-3 and OC-12 circuits are only able to add or drop the services that have been identified by payload content (mapping) within the bandwidth. DS1 mapped STS-1 signals are only able to connect to a DS1, and DS3 mapped STS-1 signals are only able to connect to a DS3. If a change is required it may be accomplished by the customer's CPE or through the current asynchronous environment for multiplexing of DS3 and DS1 services as set forth in Section 7.2.

The options in (1) and (2) preceding are specified by the customer and cannot be used with OC-3 or OC-12 configured by the customer to contain a single non-channelized (concatenated) STS-3C or STS-12C signal, respectively.

Ethernet over SONET (EoS) is supported by an Add/Drop function. The quantities allowed will depend upon the VT or STS bandwidth assigned over the port.

<b>ADD/DROP Function</b>						
	<b>DS1</b>	<b>DS3</b>	<b>OC-3</b>	<b>OC-12</b>	<b>OC-48</b>	<b>1000 BaseLX</b>
OC-12	No	Yes	Yes	N/A	N/A	Yes
OC-3	Yes	Yes	N/A	N/A	N/A	Yes

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

C. Optional Features and Functions (cont'd)

(3) OCN Point-to-Point Network Survivability<sup>/1/</sup> (cont'd)

There are four components of OCN Network Survivability:

(a) 1+1 Protection

This option provides two identical fiber pairs that are placed in the same cable and follows the same route. If the working pair fails, traffic shifts to the protect fiber pair. This option does not protect against a fiber cable cut.

The protected OC-3/OC-3c and OC-12/OC-12c Services are offered with four fibers in the same cable, and the protection card is activated when this option is ordered. This will allow customers to order protection if their CPE can accommodate it.

(b) 1+1 Protection with Cable Survivability

With this option, the working fiber pairs and the protect fiber pairs are located in two separate cables within the same conduit. If the working fiber pair cable experiences damage or a fiber cut, transmission will switch to the protect fiber pair in a separate cable. Since these cables are located in the same conduit, if the conduit is cut, there is no protection.

This option provides 1+1 protection and additional loop survivability as the working fiber pair and protect fiber pair are in separate cables within the same conduit.

/1/ OCN Point-to-Point Network Survivability is available on OC3/OC-3c and OC-12/OC-12c service only.



**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

C. Optional Features and Functions (cont'd)

(3) OCN Point-to-Point Network Survivability<sup>/1/</sup> (cont'd)

(c) 1+1 Protection with Route Survivability

This option will provide 1+1 protection and offer additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.

The protected fiber is billed on a distance sensitive basis, in addition to the protection optical rate and is based on quarter route miles, from the customer premises to the serving wire center. This option assures 100 percent availability of the service.

Credit allowances for service interruptions for this option are set forth in Section 2.4.4 receding.

/1/ OCN Point-to-Point Network Survivability is available on OC3/OC-3c, OC-12/OC-12c and OC-48/OC-48c service only.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

## C. Optional Features and Functions (cont'd)

(3) OCN Point-to-Point Network Survivability<sup>/1/</sup> (cont'd)

## (c) 1+1 Protection with Route Survivability (Cont'd)

All other terms and conditions for Credit Allowances as stated in 2.4.4 preceding will apply.

Prior to confirming an order for service, the Company will provide a proposed route diagram to the customer. The diagram will include the number of quarter route miles and method used to support the quantity needed to provide the alternate route. In order to avoid compromising Route Survivability information, the Company will provide this information only to the ordering customer.

Installation of the 1+1 protection with Route Survivability option will not begin until the customer has accepted the proposed routing by the Company.

## (d) OCN Point-to-Point Diversity

OCN Point-to-Point is offered with Diversity. Diversity requires two OCN services purchased by the same customer of record.

The customer premises locations of the two Diverse OCN Point-to-Point services may differ respectively in A to Z locations of the two circuits.

Prior to confirming an order for the service, the Company will provide proposed route diagram to the customer. The diagram will include the number of quarter route miles and method used to support the miles required to provide the alternate route.

Installation of the Diversity option will not begin until the customer has accepted the proposed routing by the Company.

Route Survivability Options (Protection) as set forth in Part 15, Section 3, are offered for each end of the Diverse circuit and is in addition to the Diversity rate elements.

/1/ OCN Point-to-Point Network Survivability is available on OC3/OC-3c, OC-12/OC-12c and OC-48/OC-48c service only.

2. TERMS AND CONDITIONS (cont'd)

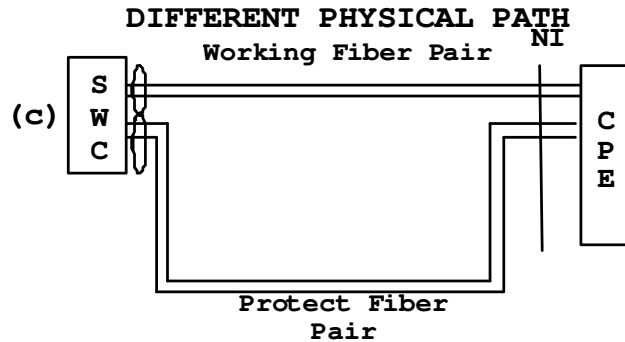
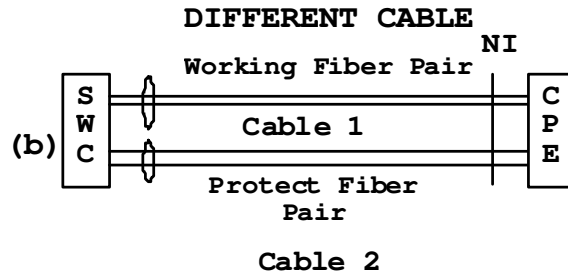
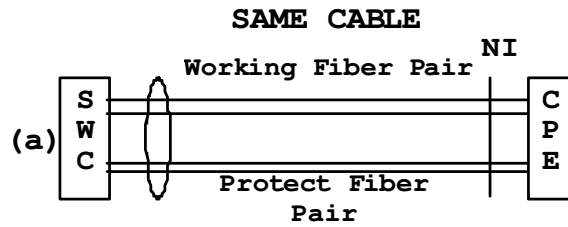
2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)

2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

C. Optional Features and Functions (cont'd)

(3) OCN Point-to-Point Network Survivability<sup>/1/</sup> (cont'd)

The following diagrams provide an example of (a), (b), (c) and (d) preceding:



/1/ OCN Point-to-Point Network Survivability is available on OC3/OC-3c, OC-12/OC-12c and OC-48/OC-48c service only.

2. TERMS AND CONDITIONS (cont'd)

2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)

2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

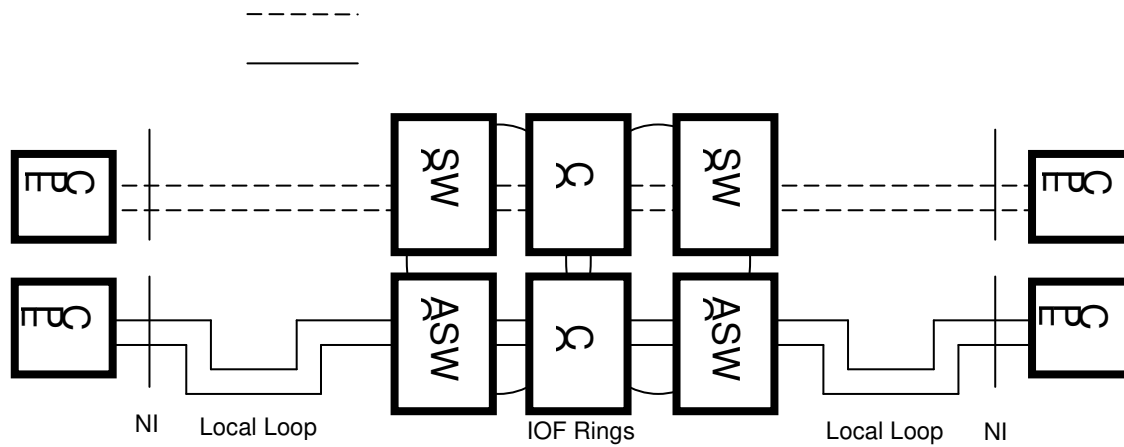
C. Optional Features and Functions (cont'd)

(3) OCN Point-to-Point Network Survivability<sup>/1/</sup> (cont'd)

The following diagrams provide an example of (a), (b), (c) and (d) preceding:

Diagram D:

OCN Point-to-Point with Diversity (two OCN Circuits, same A-Z locations) – for illustrative purposes; does not represent all configurations.



Circuit One  
Circuit Two (Diverse)

/1/ OCN Point-to-Point Network Survivability is available on OC3/OC-3c, OC-12/OC-12c and OC-48/OC-48c service only.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

## C. Optional Features and Functions (cont'd)

## (4) Connection Arrangement

## (a) Shared Network Arrangement

A Shared Network Arrangement is a service offering that enables a customer ("Service User") to connect subtending services to the multiplexed OC-3 or OC-12 service of another customer (the "Host Subscriber"), with the Company maintaining separate billing for each. Each customer will be billed for those rate elements associated with their own portion of the service configuration. Under no circumstances will the rates or charges for individual rate elements be split. This offering is limited to service configurations where a Service User obtains either subtending DS3 or DS1 from a Host's multiplexed OC-3 service or an OC-3 service from a Host's multiplexed OC-12 service.

Under the Shared Network Arrangement, the Company may share record information with the Host subscriber pertaining to the services of other users of the shared network. Such disclosure will be under the sole discretion of the Company and is necessary to perform billing reconciliation and/or other functions required in connection with maintaining account records.

A nonrecurring charge only, is applicable to the Shared Network Arrangement.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

D. Monthly Extension Rates

At the expiration of the TPP term and if the customer wishes to continue OC-3/OC-3c or OC-12/OC-12c, the customer may select a new TPP at the prevailing TPP rate.

If a customer does not wish to renew the TPP at the expiration of the term, the Monthly Extension Rates will apply until the customer cancels or renews the service with a new TPP term. The Monthly Extension Rate will become effective with the end of the TPP. Monthly Extension Rates are not available to new subscriptions.

E. Nonrecurring Charges

Described in 2.4.1 preceding.

F. Minimum Periods

The Minimum Period for the OCN Point-to-Point Service is 3 years. In the event OCN Point-to-Point Service is terminated prior to completion of the minimum period, termination liabilities as set forth in G. following will apply.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

G. Term Pricing Plans (TPP) (cont'd)

(1) General Description

Term Pricing Plans (TPP) are available on Channel Terminations (Local Distribution Channels), Interoffice Transport and Central Office Multiplexing monthly rate elements. The TPP stabilizes rates for OCN Point-to-Point Service for the specified period of time. OCN Point to Point service is offered as follows:

- Three Year (36 month) TPP or
- Five Year (60 month) TPP

(2) Modifications

When additional like-speed OCN Point-to-Point Service circuits are purchased, the customer may include the additional circuits in an existing TPP if:

- The customer renegotiates their TPP for a period of time equal to or greater than the time remaining on the existing TPP
- The circuits are the same speed; and
- The circuits are located between the same customer designated premises.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

G. Term Pricing Plans (TPP) (cont'd)

(3) Renewals

At the end of a TPP period, the customer must select one of the following options within one month prior to the expiration date:

- (a) Renew the service for a three or five year TPP as provided in this Guidebook;
- (b) Elect to disconnect the service upon expiration of the billing period; or
- (c) Continue the service on a monthly basis at the current monthly extension rates.

All services under an existing TPP that are not renewed within the period stated above will revert to Option (3)(c) above and be billed at the current Monthly Extension rates.

If the customer's TPP expires and the customer does not choose to renew the term plan for any of the Company Access Services including OCN Point-to-Point, or if the customer fails to notify the Company of their plans to renew the term plan upon expiration of the current term plan, all TPPs will become subject to Monthly Extension Rates as set forth in Section 7.5.14 following.

When a new TPP is requested by the customer, the Monthly Extension rate will be replaced with the appropriate TPP rate upon completion of the order for the new TPP.



**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

G. Term Pricing Plans (TPP) (cont'd)

(4) Conversions from existing OCN Point-to-Point service

If at least one month is remaining on an existing OCN 3 year TPP, the customer may convert the service to a higher term OCN Point to Point TPP without incurring termination liability and at the same time retain the service for the period remaining on the higher term TPP. Retroactive TPP discounts will not apply prior to the date of the Access order for conversion.

For example; a customer with an existing 3 Year OCN Point to Point TPP with 11 months remaining elects to convert to a 5 Year OCN Point to Point TPP. At the time of the order, the customer will be billed the 5 year TPP rate for the remaining period of 2 years and 11 months (35 months) on the new TPP.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

G. Term Pricing Plans (TPP) (cont'd)

(5) Transitioning from Other Special Access Services to OCN Point-to-Point

The customer may at any time convert to an OCN Point-to-Point service from Special Access Point-to-Point provided the following conditions are met. The new OCN Point-to-Point service must:

- (a) be the same or greater bandwidth than the service being disconnected; and
- (b) be located between the same two customer designated premises and Company Service Wire Centers; and
- (c) have a minimum billing period that is equal to or greater than the remaining billing period revenue for the service being disconnected service; and
- (d) represent equal or greater of the total minimum billing period revenue as the remaining billing period revenue of the service being disconnected.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

H. Termination Liability

Customers requesting termination of service prior to the expiration date of the OCN Point to Point TPP will be liable for a termination charge. The termination charge for all TPP terms with an Optical Interface, will be calculated as follows:

<u>Billing Period</u>	<u>Termination Percentage</u>
3 years	50%
5 years	50%

The termination liability is calculated as follows:

Monthly recurring rate X Months remaining in billing X Termination percentage

Example:

An OCN Point to Point customer with a \$20,000 monthly rate terminates service after 2 years with 1 year (12 months) remaining in a 3 year TPP. The termination liability would be calculated as:

$\$20,000 \times 12 \times .50 = \$120,000$  Termination Liability

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

H. Termination Liability (cont'd)

A termination charge will not apply under the following conditions:

- (1) Moves as set forth in 3., following without decreasing the number of OCN Point-to-Point circuits.
- (2) Modifications of services as described in 3., following.
- (3) Conversions from OCN Point-to-Point to other special access service if:
  - (a) service is the same speed or higher speed, and
  - (b) the customer subscribes to a new term payment plan that is equal to or greater than the original term plan for the lower speed service, and
  - (c) the billed recurring revenue for the new term payment plan is equal to or greater than the billed recurring revenue for the Term Plan for the lower speed service.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

I. Moves

Moves involve a change in the physical location of one of the following:

- Service rearrangement;
- Point of Termination at the customer's premises; or
- Customer's premises

Move charges depend upon the type of move requested by the customer.

(1) Service Rearrangement

As set forth in Part 2, Section 2, Ordering Options – Access Services.

(2) Moves of Point of Termination

A move of a Point of Termination of an existing service to a new location within the same customer premises may be provided, at the customer's request, on a time sensitive basis. Rates and charges as set forth in Part 2, Section 2, Ordering Options – Access Services, will apply. No change in billing period is required.

(3) Moving Customer Premises

Moves to a different customer premises will be treated as a discontinuance of service, and establishment of new service as set forth in Part 2, Section 2, Ordering Options – Access Services.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

J. Mileage Measurement

Mileage charges apply as set forth in Part 2, Section 2 (see 2.3.1).

K. Modification of Access Service

As set forth in Part 2, Section 2, Ordering Options – Access Services.

L. Shared Use

As set forth in Part 2, Section 2 (see 2.4).

M. Jointly Provided Service

Jointly provided service is also referred to as "Meet Point Billing" arrangement. Regulations as set forth in Part 2, Section 2 (see 2.3.5 and 3.) are applicable.

The service consists of one end of a concatenated OCN Point-to-Point circuit located in one exchange telephone company operating territory and the other end of service located in another exchange telephone company operating territory. Meet point arrangements with independent or other exchange telephone company's are limited to concatenated services only and are dependent upon whether similar compatible services exist in the independent's or other exchange telephone company's territory.

N. Ordering Options and Conditions

As set forth in Part 2, Section 2, Ordering Options – Access Services.

O. Monthly Extension Rates

At the expiration of the TPP term and if the Customer wishes to continue OC-3 or OC-12 92 service, the customer may select a new TPP at the prevailing TPP rate. If a customer does not wish to renew the TPP at the expiration of the term, the customer's service will automatically convert to Monthly Extension Rates. The Monthly Extension Rates will apply until the customer cancels or renews the service with a new TPP term. Monthly Extension Rates are not available to new subscriptions.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.13 Optical Carrier Network (OCN) Point-to-Point Service (cont'd)

## P. Upgrade to OCN Point to Point from lower speeds

Customers with three or five year OCN Point to Point TPPs may at any time upgrade to higher speed OCN Point to Point service (e.g. OC-3 and OC-12) without incurring the Termination Liability charge providing that the following criteria are met:

- The customer subscribes to a term Pricing Plan period that is equal to or greater than 36 months;
- The expiration date from the new Term Pricing Plan is beyond the end of the original term Pricing Plan period;
- No lapse in service occurs;
- 100% of any waived or unamortized nonrecurring charges will apply, when applicable;
- The monthly rates for the new service(s) will be those rates in effect at the time the new service(s) are installed;
- The new service is provided between the same customer locations and with the same customer of record as the disconnected service;
- The billed monthly recurring revenue for the new service is equal to or greater than the billed monthly recurring revenue remaining in the service being converted; and
- Spare facilities and equipment must be available or Special Construction as set forth in Part 2, Section 5, is applicable.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.14 OC-3, OC-12 and OC-48 Dedicated SONET Ring Service

## A. Term Pricing Plans

OC-3, OC-12, OC-48 Dedicated SONET Ring service is offered as a 36 or 60 month Term Pricing Plan (TPP) offering; the minimum term available is 36 months. The monthly rates that are applicable for the new term are those rates currently in effect for new customers.

The TPPs allows the customer to order service at rates commensurate with the length of the term. Any decrease in recurring Guidebook rates during a term will result in a decrease of monthly rates for an existing Term plan.

At the end of the TPP, the customer may order a new TPP, terminate service or, if no choice is made, the service will convert to the Monthly Extension Rates, subject to any future rate changes. If a customer does not complete the time period or term of the TPP, Termination Liability Charges will apply.

Rate changes resulting in an increase of rates for an existing service will not exceed the original rate for that selected Term Payment service period unless mandated by the California Public Utility Commission.



**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.14 OC-3, OC-12 and OC-48 Dedicated SONET Ring Service (cont'd)

## B. Term Pricing Plan Renegotiation

The customer may choose to terminate an existing TPP any time prior to the end of the 36 or 60 month period and negotiate a new TPP without the application of termination liability provided the new TPP meets the following requirements:

- the minimum period for the new TPP must be greater than the remaining period currently in effect and has not expired;
- the customer has had the existing service for a period of 12 months;
- the renegotiated TPP will be based on the current rates;
- no lapse in service occurs;
- nonrecurring charges will apply, when applicable;
- the monthly rates for the new service will be those rates in effect at the time the new service is installed;
- The new TPP is provided between the same customer locations;
- spare facilities and equipment must be available or a Special Construction charges, as set forth in Part 2, Section 5, may apply.

When the customer converts to a 60 month year TPP, actual time in service for the original TPP will be applied. However, no credits or refunds will apply for the billing or actual time in service for the previous TPP.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.14 OC-3, OC-12 and OC-48 Dedicated SONET Ring Service (cont'd)

C. Term Pricing Plan Renewal

The customer must provide the Company with a written notice of intent to renew a TPP no later than 60 days prior to its expiration.

The customer will continue to be billed at the current TPP rates.

The new TPP must be for a 36 or 60 month period.

If the customer does not renew the TPP, or does not notify the Company of its intent to renew the TPP, the customer's service will convert to the Monthly Extension rate as set forth in Part 15, Section 3, until the customer cancels or renews the service with a new TPP term. Monthly Extension Rates are not available to new subscriptions.

D. Subsequent Activity on the Ring

If a new rate element(s), as described in Part 15, Section 3, are added after the initial installation of the Dedicated SONET Ring, the new rate element(s) will be assigned the same TPP term as the initial Ring. The TPPs for the new rate elements added after the initial implementation will be independent of the term of the initial ring as follows:

- if a new rate element is added during the last 12 months or less of a TPP, the customer will be billed the TPP rate for that element for a minimum period of 12 months.
- if the Ring is disconnected before the new rate element's term expires, termination liability for the new rate element will apply.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.14 OC-3, OC-12 and OC-48 Dedicated SONET Ring Service (cont'd)

## E. Termination of Service

If a customer terminates services before the completion of the TPP for any reason whatsoever other than the result of a service renegotiation, the customer agrees to pay to the Company termination liability charges which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and are payable within 30 days of the invoice date, subject to interest penalty on the unpaid balance.

Customer's termination liability for cancellation of service shall be equal to:

- (1) all waived and/or unpaid nonrecurring charges, plus;
- (2) Fifty (50) percent of all recurring charges for the balance of the customer's term.

## F. Upgrade to Higher Bandwidth Dedicated SONET Ring Service

- (1) Customers subscribing to an OC-3 Dedicated SONET Ring service may expand the service to an OC-12, OC-48 Dedicated SONET Ring service or to an OC-192 Dedicated SONET Ring.

Customers subscribing to an OC-12 Dedicated SONET Ring service may expand the service to an OC-48 and OC-192 Dedicated SONET Ring.

Customers subscribing to an OC-48 Dedicated SONET Ring service may expand the service to an OC-192 Dedicated SONET Ring.

This upgrade amounts to a conversion from one Ring service to another and requires placement of a new Dedicated SONET Ring service order for the higher bandwidth Ring service. A disconnect service order for the lower bandwidth SONET Ring service must be placed when the migration period (if one is required) is complete.

**2. TERMS AND CONDITIONS (cont'd)**

**2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

2.4.14 OC-3, OC-12 and OC-48 Dedicated SONET Ring Service (cont'd)

F. Upgrade to Higher Bandwidth Dedicated SONET Ring Service (cont'd)

(2) OC-3, OC-12, and OC-48 Dedicated SONET Ring customers with 36 or 60 month TPPs may at any time upgrade to a higher speed Dedicated SONET Ring Service as described in (F)(1) preceding without incurring Termination Liability charges, providing the following criteria are met:

- the customer subscribes to a Term Plan period that is equal to or greater than thirty-six months;
- the customer has had the existing service for a period of 12 months;
- the expiration date for the new Term Plan period is beyond the end of the original Optional Payment Plan period;
- no lapse in service occurs;
- nonrecurring charges will apply, when applicable;
- the monthly rates for the new service(s) will be those rates in effect at the time the new service(s) is/are installed;
- the new service is provided between the same customer locations and with the same customer of record as the disconnected service;
- billed recurring revenue for each month of the first eighteen months of the new service is equal to or greater than the billed recurring revenue for the last month of the service(s) being converted; and
- spare facilities and equipment must be available or Special Construction charges, as set forth in Part 2, Section 5, may be applicable.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.14 OC-3, OC-12 and OC-48 Dedicated SONET Ring Service (cont'd)

## G. Nodes

A minimum of two nodes is required, excluding sub-rings (or ARC sub-rings). A maximum of 16 nodes including regenerators will be allowed per ring.

## H. Ports

The capacity of the selected OC-3, OC-12 or OC-48 Dedicated SONET Ring services is determined by the number to individual port-to-port connections available between all nodes on the ring.

## I. Mileage

Mileage is charged as specified in 2.3.1. Mileage charges apply to the SONET Ring service. Mileage is charged based on V&H miles determined from National Exchange Carrier Association (NECA) tariff FCC No. 4. Fractions of a mile are rounded up to the whole mile for rate calculations. A one-mile minimum will be billed between nodes. A two-node ring configuration has a two-mile minimum; one mile from the wire center node to the customer premises node, and one mile from the customer premises node to the wire center node.

## J. Ring Regenerator

Regenerators provide essential detection and retransmission of the SONET Optical signals between nodes. Regenerators will only be provided as required by the Company when actual fiber facility distances between customer designated nodes exceed inter-nodal design limits. Regenerators will be located exclusively in Company SWCs and do not allow ports to access customer service connections.

## K. OC-48 Add/Drop Capability

The add/drop capacity charge as set forth in Part 15, Part 3, is applied only once per Node when the 25th DS3 port is applied per node.

Depending upon the combination of drops, an OC-48 Add/Drop Capability may be required to drop the full capacity of the ring. When this occurs, the OC-48 Add/Drop Capability rate applies.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.14 OC-3, OC-12 and OC-48 Dedicated SONET Ring Service (cont'd)

## L. Dedicated SONET Ring Connection Capacity

Maximum transport capacity of OC-3, OC-12 and OC-48 Dedicated SONET Ring Service is characterized by the total quantity of individual port-to-port connections allowed between all nodes on the ring.

## M. Moves within a Customer Premises

Moves of Dedicated SONET Ring nodes within a customer's existing premises will be provided at the customer's request on a time sensitive charge basis (time and material) as set forth in Schedule Cal. P.U.C. No. 175-T, Section 13. A move involves a change in the physical location of the Point of Termination on the customer's premises. Such moves will be treated as an extension of Dedicated SONET Ring facilities. The customer's existing TPP for the moved node will remain intact.

The charges for a subsequent installation, as set forth in Part 15, Section 3, for the specific Dedicated SONET Ring node being modified will apply in addition to Design and CO charge as set forth in 7.5.15 following, per customer order. The applicable labor rates are set forth in Schedule Cal. P.U.C. No. 175-T, Section 13. No change in billing period is required. Early Termination liability charges will not apply to moves of Dedicated SONET Ring Nodes.

## N. Moves of Dedicated SONET Ring Nodes

Moves of Dedicated SONET Ring nodes to a different customer premises location will be provided at the customer's request on a time sensitive charge basis (time and material) as set forth in Section 13 following. A move involves a change in the physical location of the Point of Termination from one customer premises to another. Such moves will be treated as an extension of Dedicated SONET Ring facilities. The customer's existing TPP for the moved node will remain intact.

The charges for a subsequent installation, as set forth in Part 15, Section 3, for the specific Dedicated SONET Ring node being modified will apply in addition to Design and CO charge as set forth in Part 15, Section 3, per customer order. The applicable labor rates are set forth in Schedule Cal. P.U.C. No. 175-T, Section 13. No change in billing period is required. Early Termination liability charges will not apply to moves of Dedicated SONET Ring Nodes.

**2. TERMS AND CONDITIONS (cont'd)****2.4 RATE REGULATIONS – ACCESS SERVICES (cont'd)**

## 2.4.14 OC-3, OC-12 and OC-48 Dedicated SONET Ring Service (cont'd)

## O. Shared Network Arrangement

Shared Network is a service offering that enables a customer ("Service User") to connect subtending services to an OC-3, OC-12 or OC-48 Dedicated SONET Ring service of another customer (the "Host Subscriber"), with the Company maintaining separate billing for each. Each customer will be billed for those rate elements associated with their own portion of the service configuration. The Host Subscriber will be responsible for all OC-3, OC-12, OC-48 Dedicated SONET Ring Service rate elements, for example, node, ports and mileage, etc. Under no circumstances will the rates or charges for individual rate elements be split.

This offering is limited to service configurations where a Service User orders a subtending service dropped from a Host subscriber's OC-3, OC-12, OC-48 Dedicated SONET Ring wire center node. Under Shared Network, the Company may share record information with the Host Subscriber pertaining to the services of other users of the shared network. Such disclosure will be under the sole discretion of the Company and is necessary to perform billing reconciliation and/or other functions required in connection with maintaining account records.

## P. Optical to Electrical DS1 Add/Drop Capability

The Optical-to-Electrical DS1 Add/Drop capability charge is applied when the 85th DS1 port is purchased per OC-12 node and required for the first DS-1 port purchased per OC-48 node. Additional charges will apply per each subsequent increment of 84 DS1 ports.

The Optical-to-Electrical DS1 Add/Drop capability as described in Part 15, Section 3 (see E.) is required in addition to an OC-3 port.

## Q. Sub-Ring and ARC Sub-Ring

Mileage charges are applicable when the Sub-Ring (or ARC Sub-Ring) is in a different location from the main ring.

**3. ORDERING OPTIONS – ACCESS SERVICES****3.1 GENERAL**

This section sets forth the regulations and order-related charges for Access Orders for Special Access Services. These charges are in addition to other applicable charges as set forth in other sections of this Guidebook.

An Access Order is an order to provide the customer with Special Access Service or to provide changes to the Special Access Service.

**3.1.1 Ordering Conditions**

A customer may order any number of services of the same type, between the same premises on a single Access Order, except when the requested activity involves more than ten (10) Carrier Identification Codes. An Additional Access Order is required for each additional ten (10) Carrier Identification Codes requiring establishment, removal or changes. All details for services for a particular order must be identical except for multipoint service.

The customer shall provide all information necessary for the Company to provide and bill the requested service. In addition to the order information required in 3.2 following, the customer must provide:

- Customer name and premises address(es).
- Billing name and address (when different from customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

/1/ Regulations and charges applicable to Resale Services are set forth in Schedule Cal.P.U.C. No. 175-T, Section 18.



**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.1 GENERAL (cont'd)**

3.1.1 Ordering Conditions (cont'd)

Orders for Entrance Facilities shall be ordered at a DS1, DS3, DS3x12 and orders for Direct Trunked Transport shall be ordered at a DS1 or DS3 level when ordered separately from Feature Groups and Access Arrangements. Customer must specify terms when term options are available.

Orders for Entrance Facilities or Direct Trunked Transport in conjunction with Feature Groups or Access Arrangements shall be ordered at a DS0 VG or DS1 level. The number of DS1s provisioned will be determined by the Telephone Company based on the number of lines or trunks ordered by the customer.

Direct Trunked Transport shall be ordered with or without Entrance Facilities.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)****3.1 GENERAL (cont'd)****3.1.1 Ordering Conditions (cont'd)**

The Company will establish a service date when the customer has provided a firm commitment for the service and sufficient information to allow for the processing of the Access Order. The date on which the service date is established is considered to be the Application Date. The Company will provide a firm order confirmation to the customer and will advise the customer of the Application Date and the Service Date.

The time required to provision the service (i.e., the interval between the Application Date and the Service Date) is known as the service interval. Such intervals will be established in accordance with service date interval guidelines for those services with established intervals, and will be negotiated for all other services that do not have established intervals. Service interval tables will be provided to the customer, within a reasonable period, upon request.

Schedules of installation intervals will also specify the services and quantities of the services that may be provided within the standard intervals. The Company will provide services in accordance with the standard intervals except when circumstances are beyond its direct control. Service interval tables are further described in 3.1.1 following.

Service Intervals are available only where facilities and/or operating conditions for the Access service exist.

Access Services will be installed during Company business hours. If a customer requests that installation be done outside normally scheduled business hours, and the Company agrees to this request, applicable charges as set forth in Additional Labor, Schedule Cal.P.U.C. No. 175-T, Section 13.2, will apply.

Certain Company critical dates are associated with the service interval. These dates provide a means to determine the provisioning costs incurred at any point during the service interval. The critical dates for each Access Order will be provided to the customer on the firm order confirmation. These dates will be used to develop cancellation charges as set forth in 3.2.3,B.(3)(b) following. Cancellation charges are calculated by determining the provisioning costs the Company has incurred as of the last critical date completed.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.1 GENERAL (cont'd)**

3.1.1 Ordering Conditions (cont'd)

3.1.1.1 Negotiated Interval

The Company will negotiate a service date interval with the customer when:

- A. There is no standard interval for the service, or
- B. The quantity of Access Services ordered exceeds the quantities specified in 3.2.2,D.(1) following, or
- C. The customer requests a service date beyond the applicable standard interval service date.

Standard Intervals<sup>/1/</sup>

Analog Voice Grade/ Advanced Digital Network	10 Days
High Capacity 1.544 Mbps/ Fiber Advantage 1.544 Mbps	7 Days
Fiber Advantage DS3	7 Days <sup>/2/</sup>
OC-3 and OC-12 Point to Point	7 Days <sup>/2/</sup>

The Company will offer a service date based on the type and quantity of Access Services the customer has requested. The negotiated interval may not exceed by more than six months the standard interval Service date, or, when there is no standard interval, the Company offered service date.

/1/ Days are represented as business days.

/2/ Interval only applies where facilities and/or operating conditions permit. Where facilities and/or operating conditions do not permit, the interval is dependent upon the complete installation of new facilities and equipment.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)****3.1 GENERAL (cont'd)**

## 3.1.2 Provision of Other Services

- A. In addition to Special Access Services, other services offered under the provisions of this Guidebook may be ordered with an Access Order as set forth in B., following. The rates and charges for these services, as set forth in other sections of this Guidebook, will apply in addition to the ordering charges set forth in this section and the rates and charges for the Access Service with which they are associated. Wire required within a building to extend Access Service facilities will be provided at the customer's request and expense.
- B. With the agreement of the Company, other services set forth in A., preceding may subsequently be added to the order at any time, up to and including the service date for the Access Service. When added subsequently, charges for a design change as set forth in 3.2.2. following will apply if an engineering review is required.
- C. Additional Engineering is not an ordering option, but will be applied to an Access Order when the Company determines Additional Engineering is necessary to accommodate a customer request. Additional Engineering will only be required as set forth in Schedule Cal. P.U.C. No. 175-T, Section 13.1. When Additional Engineering is required, the customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as as an estimate of the charges. If the customer agrees to the Additional Engineering, a firm order will be established. If the customer does not want the service or facilities after being notified that Additional Engineering of Company facilities is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the customer for the Additional Engineering may not exceed the estimated amount by more than 10%.

The regulations, rates and charges for Additional Engineering are as set forth in Schedule Cal. P.U.C. No. 175-T, Section 13.1 and are in addition to the regulations, rates and charges specified in this section.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.1 GENERAL (cont'd)**

3.1.3 Special Construction

Special Construction is not an ordering option, but may be applied to an Access Order to accommodate a customer request. When special construction is required, the customer will be so notified. If the customer agrees to the special construction, a firm order will be established. If the customer does not want the service or facilities after being notified that special construction is required, the order will be withdrawn and no charges will apply.

The regulations, rates and charges for special construction are set forth in Part 2, Section 5, and are in addition to the regulations, rates and charges specified in this section.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.2 ACCESS ORDER**

An Access Order is used by the Company to provide services to a customer as follows:

- Special Access Services as described in this Guidebook, and
- Other Services as set forth in 3.1.2, preceding.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.2 ACCESS ORDER (cont'd)**

When placing an Access Order, the customer shall provide, at a minimum, the following information:

- When ordering the PVN access Line, as described in Part 15, Section 2, the customer shall specify the customer's end user's premises at which the PVN Access Line terminates, the type of line (i.e. two-wire or four-wire) and the type of supervisory signaling.

The customer must also specify that the PVN Access Line is to be provided with an extension in the same LATA, where applicable. When such an extension is specified on the order, the customer must also specify the end user's premises to which such extension is to be provided. The PVN Access Line extension is described in Part 15, Section 2.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)****3.2 ACCESS ORDER (cont'd)**

When Ordering the 800 Access Service ten digit customer identification function the customer must at a minimum provide the following information to the Company:

- Specified area of service
- Carrier Identification Code
- Delivery of 800 dialed number or POTS routable number to the IC premises.

The customer must also specify whether the dialed 800 number or the POTS routable number is to be delivered to the IC premises. If the POTS routable number is to be delivered, the ANI optional feature must be ordered to determine that the call originated as a 1+800+NXX+XXXXdialed call.

- For WATS or Universal WATS Access Line Service, the customer must also specify the type of calling (i.e., originating only, terminating only or two-way), for which the service is to be provided. Additionally, when the wire center which serves the customer premise is not a WATS or UWAL serving office, the Company will provide the service to the nearest WATS or UWAL serving office. In these circumstances, the customer will be so notified, and the order will be changed to designate the appropriate premises. No service order change charge will apply.<sup>/1/</sup>

/1/ Frozen/Grandfathered WATS and 2-WAY WATS Service – See 2.3.2.4.F. Service to be withdrawn effective November 30, 1997.



**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)****3.2 ACCESS ORDER (cont'd)**

Where the Special Access Service is subject to the surcharge, as set forth in 2.4., preceding, and the customer does not use the Special Access Service as described and desires an exemption from the surcharge, it shall furnish with the order the certification as set forth in 2.4.

For originating 1+ or 011+ sent-paid traffic from a Company pay telephone, the customer must specify the equal access end offices the customer wants to serve. The customer will determine the number of trunks and the routing, either direct or to the coin tandem, when ordering Exchange Access Operator Service System (EAOSS) trunks. When ordering Modified Operator Services (MOS) trunks, the customer will determine the number of direct trunks from each designated equal access end office to their specified location. MOS trunks are not provisioned via the access or coin tandems. The customer is responsible for providing all other operator services signaling capabilities, as described in the Pacific Bell Network Interface Document PUB-L-780085-PB.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.2 ACCESS ORDER (cont'd)**

3.2.1 Rates and Charges

A. Access Order Charges (NRBAO)

- (1) The following access order charge applies to Carrier Identification Code Parameter, CCS/SS7 Interconnection Service, Designated Operator Services, Directory Assistance Service, Operator Call Processing Service, Service Provider Number Portability and TRIS.

	<u>USOC</u>	<u>Charge per Access Order</u>
(2) The following access order charge applies to Special Access Service, and Fiber Advantage.		
Special Access Order Charge <sup>/1/,/2/</sup>	NRBAO	46.00

B. Reserved

/1/ NRBAO is not applicable to Optical Carrier Network (OCN) Point to Point Service.

/2/ NRBAO is not applicable to renewals of Term Payment Plans where there is no change in the physical serving arrangement.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)****3.2 ACCESS ORDER (cont'd)****3.2.2 Access Order Modifications**

The customer may request a modification of its Access Order prior to the service date. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the modification cannot be made with the normal work force during normal business hours, the Company will notify the customer. If the customer still desires the Access Order modification, the Company will schedule a new service date. All charges for Access Order modifications will apply on a per occurrence basis.

Any increase in the number of Special Access Service channels or Public Access Lines or trunks will be treated as a new Access Order (for the increased amount only).

If order modifications are necessary to satisfy the transmission performance for a Special Access Service ordered by a customer, these changes will be made without order modification charges being incurred by the customer.

The regulation for intraLATA Private Line Services order modifications is contained in Schedule Cal.P.U.C. No. A2.1.3, B.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.2 ACCESS ORDER (cont'd)**

3.2.2 Access Order Modifications (cont'd)

A. Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Company and reissued with the appropriate cancellation charges applied.

If the service date is changed to an earlier date, and the Company determines additional labor or extraordinary costs are necessary to meet the earlier service date requested by the customer, the customer will be notified by the Company that Expedited Order Charges as set forth in D. following apply. Such charges will apply in addition to the Service Date Change Charge.

If the Company determines it can accommodate the customer's request without delaying service dates for orders of other customers, a new service date may be established that is prior to the original standard or negotiated interval service date.

A service date change charge will apply on a per order, per occurrence basis for each service date changed. The applicable charge is:

	<u>USOC</u>	<u>Charge</u>
Service Date Change Charge, per order	OMC/OMCSD	\$21.75

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.2 ACCESS ORDER (cont'd)**

3.2.2 Access Order Modifications (cont'd)

B. Partial Cancellation Charge

Any decrease in the number of Special Access Services channels or Public Access Lines or trunks, will be treated as a partial cancellation, and the charges as set forth in 3.2.3, B. following will apply.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)****3.2 ACCESS ORDER (cont'd)**

## 3.2.2 Access Order Modifications (cont'd)

## C. Design Change Charges

The customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. An engineering review is a review, by Company personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of channel interface, type of Interface Group or Technical specification package.

Design changes do not include a change of customer premises when the end office switch(es) changes Special Access Service channel type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.2 ACCESS ORDER (cont'd)**

3.2.2 Access Order Modifications (cont'd)

C. Design Change Charges (cont'd)

The Company will review the requested change, notify the customer whether the change can be accommodated and specify if a new service date is required. If the customer authorizes the Company to proceed with the design change, a Design Change Charge will apply. The design Change Charge will apply on a per order, per occurrence basis, for each order requiring a design change. The applicable charge is:

	<u>USOC</u>	<u>Charge</u>
Design Change Charge, per order	H28	\$21.75

If a change of service date is required, the Service Date Change Charge as set forth in A. preceding will also apply.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.2 ACCESS ORDER (cont'd)**

3.2.2 Access Order Modifications (cont'd)

D. Expedited Order Charge (cont'd)

- (1) Analog Voice Grade, Advanced Digital Network and High Capacity 1.544 Mbps/Fiber Advantage 1.544 Mbps

If a customer desires that service be provided on a date earlier than the standard interval, the customer may request that service be provided in an expedited service interval. To qualify for an expedited interval the customer must provide end user premises access when needed until 11:00 PM (Pacific time), Monday through Friday.

If, upon reviewing the availability of equipment, facilities and scheduled workload the Company agrees to provide service on an expedited basis and the customer accepts this proposal, an Expedite Order Charge will apply.

The maximum number of circuits that may be expedited is limited to twelve (12) two-point circuits, or six (6) multi-point Analog Voice Grade and Advanced Digital Network circuits at the same location and a limit of four (4) High Capacity 1.544 Mbps or Fiber Advantage 1.544 Mbps circuits at the same location. When the number of circuits exceeds the maximum allowable threshold, expediting the order will not be an option and the standard service interval will be negotiated.

If the Company determines that service can be provided on an expedited basis, the following charges will apply based upon expedited service interval. The Expedited Order Charge applies on a per order basis, regardless of the number of circuits (up to the maximum allowable amount).

<u>Analog Voice Grade/Advanced Digital Network Access Service</u>		
<u>USOC</u>	<u>Expedited Service Interval</u>	<u>Expedite Order Charge</u>
EODXN	9 days	\$375.00
EODXL	8 days	\$425.00
EODXJ	7 days	\$475.00
EODXG	6 days	\$525.00
EODXE	5 days	\$575.00
EODXC	4 days	\$625.00
EODXA	3 days	\$675.00



**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.2 ACCESS ORDER (cont'd)**

3.2.2 Access Order Modifications (cont'd)

D. Expedited Order Charge (cont'd)

- (1) Analog Voice Grade, Advanced Digital Network and High Capacity 1.544 Mbps/Fiber Advantage 1.544 Mbps (cont'd)

High Capacity 1.544 Mbps/Fiber Advantage 1.544 Mbps Access Service

<u>USOC</u>	<u>Expedited Service Intervals</u>	<u>Expedite Order Charge</u>
EODXV	6 days	\$525.00
EODXT	5 days	\$575.00
EODXR	4 days	\$625.00
EODXP	3 days	\$675.00

- (a) In addition to Expedited Order Charges, if the Company determines that additional cost will be incurred to provide the service, Special Construction Charges as set forth in Part 2, Section 5, may apply.
- (b) When a request to expedite an order occurs subsequent to the issuance of the Access Order, a Service Date Change Charge as set forth in A. preceding is applicable in addition to the Expedite Order Charge.
- (c) If the Company is subsequently unable to meet an agreed upon Expedite Service date, no Expedite Order Charge will apply unless the missed service date was caused by the customer.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.2 ACCESS ORDER (cont'd)**

3.2.2 Access Order Modifications (cont'd)

D. Expedited Order Charge (cont'd)

- (2) For all Access Services, excluding Analog Voice Grade, Advanced Digital Network and High Capacity 1.544 Mbps/Fiber Advantage 1.544 Mbps Access Services<sup>/1/</sup>

If the customer requests service be provided earlier than the established service date for the Access Service as set forth in 3.1.1.1 preceding, the customer may request service be provided on an expedited basis. If the Company determines that service can be provided on the requested date, and that additional labor or extraordinary costs are required to meet the requested service date, the customer will be notified and provided with an estimate of the additional charges. The total charge for the additional Engineering may not exceed the estimated amount by more than 10%.

If the customer instructs the Company to proceed, such additional charges will be determined and billed to the customer as follows:

To calculate the additional labor charges, the Company will upon authorization from the customer to incur the additional labor charges, keep track of the additional labor hours and bill the customer at the applicable charges as set forth in Schedule Cal.P.U.C. No. 175-T, Section 13.2.6.

/1/ Fiber Advantage DS3, SONET and Video service are not eligible for the Expedite Order process.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.2 ACCESS ORDER (cont'd)**

3.2.2 Access Order Modifications (cont'd)

D. Expedited Order Charge (cont'd)

- (2) For all Access Services, excluding Analog Voice Grade, Advanced Digital Network and High Capacity 1.544 Mbps/Fiber Advantage 1.544 Mbps Access Services<sup>/1/</sup> (cont'd)
  - (a) Extraordinary Costs: The special construction terms and conditions as set forth in Part 2, Section 5, will be utilized by the Company to determine charges to recover the extraordinary costs that may be involved. Authorization to incur the costs and to bill the customer will be in accordance with the terms and conditions of Part 2, Section 5.
  - (b) When a request to expedite an order occurs subsequent to the issuance of the Access Order, a Service Date Change Charge as set forth in A., preceding is applicable.
  - (c) If the Company is unable to meet an agreed upon Expedite Service date, no Expedite Order Charge will apply, unless the missed service date was caused by the customer.

/1/ Fiber Advantage DS3, SONET and Video service are not eligible for the Expedite Order process.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.2 ACCESS ORDER (cont'd)**

3.2.3 Cancellation of an Access Order

A. A customer may cancel an Access Order for the installation of service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the customer or customer's end user that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a customer or customer's end user is unable to accept Access Service within 30 calendar days of the original service date, the customer has the choice of the following options:

- The Access Order shall be cancelled and charges set forth in B., following will apply, or
- Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the customer, shall be the 31st day beyond the original service date of the Access Order.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.2 ACCESS ORDER (cont'd)**

3.2.3 Cancellation of an Access Order (cont'd)

- B. When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:
- (1) Installation of Special Access Expanded Interconnection Service facilities is considered to have started when the Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.
  - (2) If the customer cancels an Access Order prior to the start of installation of access facilities, no charges shall apply.
  - (3) If installation of access facilities has been started prior to the cancellation, the charges specified in (a) or (b) following, whichever is lower, shall apply.
    - (a) The charge for the minimum period of Special Access service ordered by the customer (Recurring and Nonrecurring charges).
    - (b) A charge equal to the costs incurred plus installation, less estimated net salvage. Such charge will include the nonrecoverable cost of equipment and material ordered, provided or used, plus the nonrecoverable cost of installation and removal including the costs of engineering, labor, supervision, transportation, rights-of-way and other associated costs as set forth in 3.1.1 preceding.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.2 ACCESS ORDER (cont'd)**

3.2.3 Cancellation of an Access Order (cont'd)

- B. When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows: (cont'd)
  - (4) In no event will cancellation charges be applied until the customer is notified of such charges. Cancellation charges as set forth in (3)(b) preceding are determined from the last critical date completed. Such dates are provided to the customer on the firm order confirmation at the time the order is placed.
- C. When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- D. If the Company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., acts of God, government requirements, work stoppages and civil commotions), the customer may cancel the Access Order without incurring cancellation charges.
- E. Coordinated End User Service (CE-US) is an exception to A. and C., preceding. The cancellation provisions and charges associated with CE-US are detailed in Part 15, Section 1.
- F. The regulation for intraLATA Private Line Services order cancellations is contained in Schedule Cal.P.U.C. No. A2.1.3, B.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)****3.2 ACCESS ORDER (cont'd)****3.2.4 Channel Specification For Access Orders**

- A. Where there are analog or digital high capacity facilities to a Hub on order, or in service for the customer's use, the customer may request a specific channel or transmission path be used to provide the Special Access Service requested in the Access Order. The Company will make a reasonable effort to accommodate the customer's request. If a facility assignment is not specified by the customer, the Company will provide the service from available inventory.
- B. For all other Access Orders, the option to request a specific transmission path or channel is not provided except as provided for SONET Ring and Access Service in Part 20, Section 15 or under Special Facilities Routing as set forth in Schedule Cal. P.U.C. No. 175-T, Section 11.

**3.2.5 Minimum Period**

- A. Except as set forth in B., C., D. and Schedule Cal. P.U.C. No. 175-T, Section 9.1.4, the minimum period for which Access Service is provided and for which charges are applicable is one month.
- B. The minimum period for Video Payment Plans, GigaMAN® Term Pricing Plans, or Fiber Advantage<sup>SM</sup> DS3 and DS3x3 service Rate Stability Payment Plan is one year.
- C. The minimum period for Fiber Advantage<sup>SM</sup> DS3x12 or dedicated rings for SONET Ring and Access service<sup>/1/</sup> is a 3 year Rate Stability Payment Plan. The minimum period for OC-3, OC-12, OC-48 Dedicated SONET Ring service is a three year term pricing plan.
- D. The minimum period for part-time Television and Program Audio Special Access Services is one day even though the service will be provided only for the duration of the event specified on the order (e.g., one-half hour, two hours, five hours, etc.). The minimum period for Serial Component Video Service is 3 months. (C)
- E. Service Rearrangements as set forth in 3.2.8., following, for Special Access Services may be made without a change in minimum period requirements.

/1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006. See 2.3.2.4.F.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)****3.2 ACCESS ORDER (cont'd)**

## 3.2.5 Minimum Period (cont'd)

F. Changes other than those identified in 3.2.8., following, will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. A new minimum period will be established for the new service. The customer will also remain responsible for all outstanding minimum period obligations associated with the disconnected service.

The changes listed below are those which will be treated as a discontinuance and installation of service for which a new minimum period will be established.

- (1) A move to a different building as set forth in 3.2.9., following.
- (2) A change in type of service (i.e., Switched Access to Special Access, one type of Special Access to another, or one type of Switched Access Service to another, except as set forth in Schedule Cal. P.U.C. No. 175-T, Section 6.7.6).
- (3) A change in the type of Special Access Service Channel Termination.
- (4) Change from two-point to multipoint Special Access Service or from multipoint to two-point Special Access Service.
- (5) Change from Company Specified Hub/Bridge option to Customer Specified Hub/Bridge option or from Customer Specified Hub/Bridge option to Company Specified Hub/Bridge option.
- (6) Any change to an existing Special Access Video Service where a Service Through-Connect is installed or disconnected or where there is any other change to the service.



**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)****3.2 ACCESS ORDER (cont'd)****3.2.6 Minimum Period Charges (cont'd)**

The Minimum Period Charge applies when the customer requests disconnect of Special Access Service prior to the expiration of the Minimum Period.

The Minimum Period Charge for monthly billed services will be determined as follows:

- A. For those Access Services to which usage sensitive rate elements apply, the Minimum Period Charge will be based on actual usage.
- B. For those Access Services which are billed a flat monthly rate, the Minimum Period Charge will be the full monthly rate.
- C. The Minimum Period Charge will include all nonrecurring charges associated with the establishment of the Access Service.
- D. The Minimum Period Charge for part-time Television and Program Audio Services is the applicable daily rate for the service as set forth in Part 18.

**3.2.7 Shared Use Facilities**

Shared Use (i.e., Special Access Services provided over the same analog or digital high capacity facilities) is allowed. Shared use facilities to a Hub will be ordered and provided as Special Access Service. While shared use is allowed, individual services utilizing these facilities must be ordered as Special Access Service depending on the intended use. When placing the order for the individual service(s), the customer must specify a channel assignment for each service ordered.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)****3.2 ACCESS ORDER (cont'd)****3.2.8 Service Rearrangements**

Service rearrangements are changes to existing installed services which do not result in either a change in the minimum period requirements as set forth in 3.2.5., preceding or a change in the physical location of the point of termination at a customer's designated premises or a change in the physical location of the customer premises. Customer initiated changes in the physical location of the point of termination or changes which require a change in the physical serving arrangement are treated as moves and are described and charged for as set forth in 3.2.9., following.

These are 3 types of Service Rearrangements: Administrative Changes, Service Changes, and Rollover Changes.

**A. Administrative Changes**

Administrative changes excluding change of customer of record, will be made without charge to the customer. Non-chargeable administrative changes require the continued provision and billing of the Access Service to the same entity (i.e., customer remains responsible for all outstanding indebtedness for the Access Service). Administrative changes are as follows:

- Change of customer name (i.e., the customer of record does not change but rather the customer of record changes its name--e.g., AT&T-Long Lines to AT&T-Communications),
- Change of customer or customer's end user premises address when the change of address is not a result of a physical relocation of equipment,
- Change in billing data where billing entity remains the same (name, address, or contact name or telephone number),
- Change of customer circuit identification,
- Change of billing account number,
- Change of customer test line number,
- Change of customer's end user contact name or telephone number, and
- Change of jurisdiction.
- Change of Agency Authorization

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.2 ACCESS ORDER (cont'd)**

3.2.8 Service Rearrangements (cont'd)

A. Administrative Changes (cont'd)

For change of customer of record (i.e., Access Service) is provided to and billed to a different entity) where no physical work is required, (i.e., physical serving arrangement remains the same) the following charge will apply:

	Nonrecurring	
- per circuit	<u>Charge</u>	<u>USOC</u>
	NO	ANC

For change of customer of record requiring physical work, charges set forth in 3.2.5 preceding will apply.

B. Service Changes

Service Changes listed below, are physical changes to existing service, excluding rollover changes as set forth in C., following. Charges apply as set forth below.

- If the change involves the addition of or a modification to an optional feature which has a separate nonrecurring charge, that nonrecurring charge will apply.
- Customers who order service rearrangements to redirect their traffic from direct to tandem routing for 800 Data Base Service, where the service is initially available only at the tandem, will not be charged a nonrecurring charge. In addition, when 800 Data Base Service becomes available at end offices subtending a tandem to which customers have redirected their 800 traffic, customers will be allowed to rearrange their 800 traffic from tandem to direct routing at no charge. Trunk rearrangement orders from direct to tandem routing received after June 1, 1993 will not be exempt from nonrecurring charges. All trunk rearrangement orders from tandem to direct routing must be received no later than six months after all end offices scheduled for conversion in an access tandem area have become 800 SSP-capable in order to be exempt from nonrecurring charges.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.2 ACCESS ORDER (cont'd)**

3.2.8 Service Rearrangements (cont'd)

B. Service Changes (cont'd)

- Pursuant to the Federal Communications Commission's Report and Order in CC Docket 91-213, released October 16, 1992, for customers who order service rearrangements from direct-trunked to tandem-switched or tandem-switched to direct-trunked, the nonrecurring charge will be waived for orders received by June 30, 1995 and completed by December 30, 1995. All trunk rearrangement orders must identify on a "one for one" or equivalent basis those existing trunks to be rearranged. The "one for one" or equivalent basis will be determined in accordance with Industry accepted engineering standards. The Company will disconnect the tandem-switched direct trunks when the direct/tandem-switched trunks are connected, unless otherwise negotiated, but in no case shall the disconnect exceed 90 days after the establishment of the tandem switched/direct trunk order.
- The changes listed below are in effect for 90 days and are associated with the implementation of a new Pacific Bell Access Tandem in Riverside and the rehoming of six end offices from the Anaheim Access Tandem Access Tandem to Riverside.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)****3.2 ACCESS ORDER (cont'd)**

## 3.2.8 Service Rearrangements (cont'd)

## C. Rollover Changes

Rollover Changes listed below, are physical changes to, or reclassification of existing service including B., preceding, and there is no change in the point of termination. A Rollover Change charge for Special Access Service will apply as set forth in 2.4., preceding, and under this Guidebook's Access Services' rates or charges. No charge will apply for subtending services of the service being rolled over as long as there is no change to the subtending services.

- Rearranging an existing service from one port to another port in the same multiplexer.
- Rearranging an existing service from one multiplexer to another multiplexer in the same wire center.
- Rearranging an existing lower speed service to an existing multiplexed higher speed service in the same serving wire center.
- Reclassification of 3 existing DS3 services between the same points of termination to a DS3x3 service, or 4 existing DS3x3 services between the same points of termination to a DS3x12 service as long as the Rate Stability Payment Plan is equivalent or longer than the lower bit rate services being reclassified.
- Rearranging an existing service onto the dedicated ring service of SONET Ring and Access Services\*, or an OC-3, OC-12 or OC-48 Dedicated SONET Ring service.
- When the existing service is moving to a SONET Ring and Access Service\*, or an OC-3, OC-12 or OC-48 Dedicated SONET Ring service that has a Rate Stability Payment Plan of 5 years, the rollover charge will be waived.

When the existing service is rolling to a SONET Ring and Access Service with a Rate Stability Payment Plan of 5 years, the customer will receive a credit equal to the change charge applicable to a rollover with no change in termination

/1/ Frozen/Grandfathered SONET Ring and Access Service effective June 30, 2006. See 2.3.2.4.F.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.2 ACCESS ORDER (cont'd)**

3.2.9 Moves<sup>/1/</sup>

A move involves a change in the physical location of one of the following:

- The Point of Termination at the customer's designated premises
- The customer's premises
- The EIS Point of Termination

The charges for the move are dependent on whether the move is to a new location within the same premises or to a different premises.

A. Moves Within the Same Premises

When the move is to a new location within the same premises, the charge for the move will be an amount equal to one half of the nonrecurring (i.e., installation) charge for the Special Access Service termination affected. There will be no change in the minimum period requirements.

B. Moves To a Different Premises

Moves to a different premises will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new services. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

/1/ Move rules for DecaMAN® and GigaMAN® can be found in Part 20, Section 15. Effective September 30, 2017, DecaMAN and GigaMAN services will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

(C)  
(N)  
(N)

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.2 ACCESS ORDER (cont'd)**

3.2.9 Moves<sup>/1/</sup> (cont'd)

C. Moves for Fiber Advantage<sup>SM</sup> DS3x3 and DS3x12 (cont'd)

When a Fiber Advantage<sup>SM</sup> DS3x3 or DS3x12 service is hubbed into individual Fiber Advantage<sup>SM</sup> DS3 services, and the customer desires to move the location of one of the Fiber Advantage<sup>SM</sup> DS3 services, and the Fiber Advantage<sup>SM</sup> DS3x3 or Fiber Advantage<sup>SM</sup> DS3x12 service results in no change, then the nonrecurring charge associated with the individual Fiber Advantage<sup>SM</sup> DS3 service channel termination under their current payment plan will apply. The fixed period associated with the payment plan for the rearranged Fiber Advantage<sup>SM</sup> DS3 will not change.

When a Fiber Advantage<sup>SM</sup> DS3 service is hubbed into individual Fiber Advantage<sup>SM</sup> DS1 service under a Rate Stability Payment Plan, and the customer desires to move the location of that Fiber Advantage<sup>SM</sup> DS1 service, and there is no change to Fiber Advantage<sup>SM</sup> DS3, then the nonrecurring charge associated with the individual Fiber Advantage<sup>SM</sup> DS1 service channel termination under that current Rate Stability Payment Plan will apply. The fixed period associated with the payment plan for the rearranged Fiber Advantage<sup>SM</sup> DS1 service will not change.

During a 3 or 5 year Fiber Advantage DS3, DS3x3 or DS3x12 Rate Stability Payment Plan term, a customer may move one end of a Fiber Advantage DS3, DS3x3 or DS3x12 Service to another location, within the same LATA, without incurring termination charges, provided the following conditions are met:

- The Fiber Advantage DS3, DS3x3 or DS3x12 Service has satisfied the twelve month minimum service period requirement at the old location;

<sup>/1/</sup> Move rules for DecaMAN® and GigaMAN® can be found in Part 20, Section 15. Effective September 30, 2017, DecaMAN and GigaMAN services will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

(C)  
(N)  
(N)

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)****3.2 ACCESS ORDER (cont'd)**3.2.9 Moves<sup>/1/</sup> (cont'd)C. Moves for Fiber Advantage<sup>SM</sup> DS3x3 and DS3x12 (cont'd)

- The customer subscribes to a new Fiber Advantage DS3, DS3x3 or DS3x12 Rate Stability Payment Plan term at the new location, dependent upon the remaining months of their current Term Plan.

The following conditions apply:

- 42 months or less – the customer may purchase a new 3 or 5 year Rate Stability Plan.
- 43 months or greater – the customer may purchase only a new 5 year Rate Stability Plan.
- The expiration date for the new Rate Stability Payment Plan term is beyond the end of the original Rate Stability Plan term;
- No lapse in service occurs;
- Nonrecurring Charges will apply, when applicable;
- The new service is provided for the same customer of record as the disconnected service;
- The monthly rates for the new service at the new location will be those rates in effect at the time the new service is installed; and
- Spare facilities must be available or Special Construction charges, as set forth in Part 2, Section 5, following, may apply.

/1/ Move rules for DecaMAN® and GigaMAN® can be found in Part 20, Section 15.  
Effective September 30, 2017, DecaMAN and GigaMAN services will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

(C)  
(N)  
(N)



**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)****3.2 ACCESS ORDER (cont'd)****3.2.10 Access Orders for Services Provided by More Than One Company<sup>/1/</sup>**

Access Services provided by more than one Company are Services where one end of the Special Access Service Channel Mileage element is in the operating territory of one Company and the other end of the element is in the operating territory of a different Company, or where, in the case of 800 or 900, customer number identification and the originator's end office are not provided by the same Company.

The ordering procedure for this service is dependent upon the billing arrangement, as set forth in 2.3.5.7., preceding, to be used by the Companies involved in providing the Access Service.

**A. Ordering Procedures for Service Other Than FGA - Single Bill**

The Company that accepts the order from the customer and renders the bill will be determined as follows:

Special Access Service without Hub - Either Company may accept the order.

Special Access Service with Hub - The Company where the Hub is located shall accept the order.

Expanded Interconnection Service - The Company that accepts the order for the service will arrange to provide the service, bill and collect all appropriate charges in accordance with the regulations, rates and charges in this Guidebook under Access Services.

In all cases, the other Company(ies) involved shall also receive a copy of the order from the customer.

<sup>/1/</sup> In compliance with the Federal Communications Commission's Memorandum Opinion and Order in CC Docket No. 86-104. released July 31, 1987.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)**

**3.2 ACCESS ORDER (cont'd)**

3.2.10 Access Orders for Services Provided by More Than One Company<sup>/1/</sup> (cont'd)

B. Ordering Procedures for Service Other Than FGA or Expanded Interconnection Service (EIS) - Multiple Bill

Each Company will accept an order for service from the customer for that portion of service provided within its territory.

Special Access Multipoint Service with Company Specified Hub/Bridge - The Companies involved will mutually agree to accept an order for this service from the customer for that portion of service provided within its territory. The addition of a channel termination in an adjoining Company's territory that does not have Company Specified Hub/Bridge will require a redesign of the service. The customer will specify the desired hub(s) for bridging, and the service will be redesigned accordingly.

/1/ In compliance with the Federal Communications Commission's Memorandum Opinion and Order in CC Docket No. 86-104. released July 31, 1987.

**3. ORDERING OPTIONS – ACCESS SERVICES (cont'd)****3.3 AVAILABLE INVENTORY**

Available inventory is limited and does not include facilities previously ordered. The Company will make every reasonable effort to maintain sufficient available inventory to provide Access Service in accordance with customers' requested service date intervals. To the extent that service can be provided, Access Orders will be satisfied from available inventory.

**3.4 DESIGN LAYOUT REPORT**

At the request of the customer the Company will provide to the customer, for Special Access Services, the make-up of the facilities and services to aid the customer in designing its overall service. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the customer at no charge, and will be reissued or updated whenever these facilities are materially changed.

/1/ In compliance with the Federal Communications Commission's Memorandum Opinion and Order in CC Docket No. 86-104. released July 31, 1987.

4. SERVICE DISCONTINUANCE

As a result of network changes, certain services will no longer be available in some geographic areas, as those services are no longer technically or economically feasible. The table below identifies services that have been withdrawn, by wire center and exchange, along with additional information related to these service withdrawals.

<u>Product Name</u>	<u>Reference</u>
PBX Trunk Service	Part 4, Section 2
Direct-Inward Dialing (DID) Service	Part 4, Section 2
Mileage and Channel Termination Charges (Trunk-based service, PBX services and Voice Grade Service)	Part 4, Section 5
Custom Calling Service Direct Connection – Business	Part 7, Section 2
Voice Grade Service	Part 15, Section 2
High Capacity Service (64 kbps, 3.152 Mbps and 6.312 Mbps)	Part 15, Section 3
Advanced Digital Network (2.4, 4.8, 9.6, 19.2, 56 and 64 Kbps)	Part 15, Section 3
Primary Rate ISDN (PRI)	Part 17, Section 2
Integrated Service Digital Network – Basic Rate Interface (ISDN-BRI)	Part 20, Section 17

<u>Effective Date</u>	<u>Exchange</u>	<u>Other Information</u>
<u>Wire Center</u>		

10/08/2017 <sup>/1/</sup>			/2/
NAPACA01	Napa	Distribution Areas 212650, 213050, 213350, 213951, 214250, 214350, and 214450	(N)
SANRSCA01	Santa Rosa	142901, 143201, 143301-1433PA, 141657, 390402, 540413, 540716, 520404, 560301, 580101, 580201, 590205, 592101, 593105, 593201, and R5501	(N)

/1/ Distribution areas and wire centers included in AT&T California's Public Notice of Copper Retirement Under Rule 51.333 (Network Disclosure Number ATT20180129C.2, issued February 8, 2018) as a result of damaged facilities occurring in October 2017, due to wildfires. (N)

/2/ Material now appears on Sheet 237. (N)

4. SERVICE DISCONTINUANCE (Cont'd)

<u>Effective Date</u> <u>Wire Center</u>	<u>Exchange</u>	<u>Other Information</u>
11/08/2018 <sup>/1/</sup> PRDSCA11/PRDSCA12	Paradise Magalia	Distribution Areas 110250, 110251, 110950, 110351, 110550, 110450, 110451, 110750, 111350, 111750, 110951, 111151, 111150, 111450, 111250, 111550, 111652, 111651, 111850, 111950, 122050, 210150, 210250, 210350, 212850, 212950, 210751, 210251, 220950, 210851, 230950, 211050, 211150, 211350, 219150, 211450, 211650, 211651, 212350, 211750, 211858, 211950, 212150, 212250, 212450, 212550, 212658, 213150, 213251, 213751, 213350, 213450, 213550, 213650, 213850, 213951, 214150, 122250, 122558, 122450, 3125, 312750, 215458, 215558, 240950, 219650, 312051, 372950, 373050, 314250, 372250, 373150, 311851, 311950, 311951, 311551, 311850, 311450, 311451, 311250, 311350, 310250, 311550, 310350, 310450, 310550, 310650, 310750, 310850, 310950, 311050, 311250, 311450, 311150, 311850, 312050, 312150, 319850, 312151, 312250, and 312350
07/17/2019 RDNGCA02	Redding	Distribution Areas 412750, 421150, 421250, 421357, 421650, 440150, 440557 and 460150
10/01/2021 CSMSCA11	Newport Beach	Distribution Areas 311550 and 311602
04/30/2022 CNVYCA11	Redding	Distribution Area 210850
05/30/2022 PLVLCA11	Placerville	Distribution Areas 230651 and 230851
10/14/2022 BALBCA01	Newport Beach	Distribution Area 410403
07/19/2023 BALBCA01	Newport Beach	Distribution Areas 210851, 210852 and 210853
10/25/2023 NHWDCOA2	North Hollywood	Distribution Area 114302 (C)

/1/ Distribution areas and wire centers included in AT&T California's Public Notice of Copper Retirement Under Rule 51.333 (Network Disclosure Number ATT20190314C.2, issued May 28, 2019) as a result of damaged facilities occurring on November 8, 2018, due to wildfires.