
SECTION 8 – RULES

8.1 Rule 1 - Definitions

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

8.2 Rule 2 – Description of Service

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

8.3 Rule 3 – Application for Service

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

8.4 Rule 4 – Contracts

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

8.5 Rule 5 – Special Information Required On Forms

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

8.6 Rule 6 – Establishment and Re-establishment of Credit

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

8.7 Rule 7 – Customer Deposits/Advance Payments

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

8.8 Rule 8 – Notices

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

8.9 Rule 9 – Issuance and Payment of Bills

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

8.10 Rule 10 – Disputed Bills

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

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8.11 Rule 11 – Discontinuance and Restoration of Service

See SBC Long Distance, LLC, d/b/a SBC Long Distance Schedule Cal. P.U.C. No. 7 regarding Discontinuance and Restoration of Service.

8.12 Rule 12 – Information on Services and Promotional Offerings

See SBC Long Distance, LLC, d/b/a SBC Long Distance Schedule Cal. P.U.C. No. 7 regarding Information on Services and Promotional Offerings.

8.13 Rule 13 – Temporary Service

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

8.14 Rule 14 – Continuity of Service

See SBC Long Distance, LLC, d/b/a SBC Long Distance Schedule Cal. P.U.C. No. 7 regarding Information on Continuity of Service.

8.14.1 No credits or refunds for interruptions of Service shall be made for:

- (A) interruptions caused by the negligence (including the provision of inaccurate information) or willful misconduct of the Customer, its Authorized Users or its End User;
- (B) interruptions during any period which the Company or its agents are not afforded access to any Customer's Premises where Service is originated or terminated;
- (C) interruptions during any period when the Customer has released the Service to the Company for maintenance, rearrangement purposes, or for the implementation of a Customer's Service Order;
- (D) interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis;
- (E) interruptions not reported to the Company;
- (F) interruptions occurring prior to the start of Service;
- (G) interruptions caused by outages or failure of Local Access provided by a Local Access Provider for Frame Relay Service;
- (H) failure of power, facilities, equipment, systems or connections not provided by the Company or a Company-designated Third Party Vendor;
- (I) a result of scheduled maintenance or testing or troubleshooting; or
- (J) any cause beyond the Company's control.

8.14.2 Credit allowances for interruption of Data Service(s) shall be made upon Customer request. Following the start of Service date, if the Customer reports an interruption in Service to the Company's Customer Care Department or other location designated by the Company, the Customer shall receive credit(s) applicable to the Service directly affected. An interruption ends when the Service is restored. Interruptions shall be accumulated to the nearest half-hour period. Each interruption is considered separately for the purpose of establishing the credit allowance. A credit for Service Outages is Customer's sole and exclusive remedy for any interruption in Service. The credit for a billing period shall not exceed the monthly rate for the affected rate element.

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8.14 Rule 14 – Continuity of Service (continued)

8.14.3 The credit provided is the Customer's sole and exclusive remedy for any interruption in Service.

8.15 Rule 15 – Extension of Lines or Mains

See SBC Long Distance, LLC, d/b/a SBC Long Distance Schedule Cal. P.U.C. No. 7 regarding Extension of Lines or Mains.

8.16 Rule 16 – Facilities on Customers' Premises and Service Connections

See SBC Long Distance, LLC, d/b/a SBC Long Distance Schedule Cal. P.U.C. No. 7 regarding Facilities on Customers' Premises and Service Connections.

8.17 Rule 17 – Limitations on Service

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

8.17.1 Service is offered subject to the availability of the necessary systems, facilities, and equipment, and where Company provides Service. Company may refuse to provide Service to or from a location where the necessary systems, facilities, or equipment are not available. As used herein, the terms Aavailability@ and Aavailable@ refer to systems, facilities, and equipment owned by Company and Company's current capacity purchased from third party providers. In cases where Service is not currently available, Company shall not be obligated to provide Service by a particular time or in a particular manner. If the parties cannot agree concerning the provision of currently unavailable Service, either party may cancel Customer's order for such Service. Service is subject to the following limitations:

- (A) Company does not undertake to transmit messages, but offers its Service when available, and shall not be liable for errors in transmission or for failure to establish connections.
- (B) Company reserves the right to refuse to process Third Party Vendor calls when standard validation techniques cannot confirm acceptance.
- (C) Company reserves the right to discontinue or limit Service, or to impose requirements, as required, to meet changing regulatory or statutory rules and standards.

8.17.2 The Company reserves the right to refuse Service to any Applicant who is found to be indebted to the Company for Service previously furnished until satisfactory arrangements have been made for the payment of such indebtedness.

8.17.3 Without incurring liability, the Company reserves the right to discontinue Service or to limit the use of Service, when necessitated by conditions beyond the Company's control, or when the Customer or End User is using Service in violation of the law or in violation of the provisions of the Company's tariff or this Guidebook.

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8.17 Rule 17 – Limitations on Service (continued)

- 8.17.4 Conditions under which the Company may, without notice, terminate Service without liability include, but are not limited to:
- (A) Customer's or End User's use of the Service which constitutes a violation of either the provisions of the Company's tariff or this Guidebook or of any laws, government rules, regulations, or policies or if such actions are reasonably appropriate to avoid violation of applicable law; or
 - (B) Any order or decision of a court or other governmental authority which prohibits the Company from offering such Service; or
 - (C) The Company deems termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services, or to otherwise protect the Company's personnel, agents, or Service; or
 - (D) Customer's or End User's misuse of the long distance network; or
 - (E) Customer's or End User's use of the long distance network for any fraudulent or unlawful purpose; or
 - (F) Emergency, threatened, or actual disruption of Service to other Customers; or
 - (G) Abandonment of the Customer's Premises served; or
- 8.17.5 Conditions under which the Company may, with notice, terminate Service without liability include, but are not limited to:
- (A) use of invalid or unauthorized telephone numbers; or,
 - (B) if there is a reasonable risk that criminal, civil or administrative proceedings or investigations based upon the transmission contents shall be instituted against the Company.
- 8.17.6 Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by other companies furnishing a portion of the Company's Service(s).
- 8.17.7 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:
- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
 - (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
 - (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
 - (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

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

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8.18 Rule 18 – Use of Service (Icontinued)

8.18.4 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following conditions.

- (A) The Customer must complete and provide to the Company all Service agreements and/or other documentation required by the Company to initiate Service.
- (B) One Joint User or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all Joint Users or Authorized Users in the application for Service. Service Orders which involve the start, rearrangement or discontinuance of joint use or authorized use of Service will be accepted by the Company only from that Customer and will be subject to all requirements of these terms and conditions.
- (C) All charges for the Service will be computed as if the Service were to be billed to one Customer. The Joint User or Authorized User designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each Joint User or Authorized User will be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each Joint User or Authorized User must submit to the designated Customer a letter guaranteeing payment for the Joint User's or Authorized User's portion of all charges billed by the Company to Customer and specifying that the Joint User or Authorized User understands that Company will receive a copy of the guaranty from Customer. Customer will be responsible for allocating charges to each Joint User or Authorized User.
- (D) Joint use is a billing allocation arrangement and not a resale arrangement. Neither the Customer nor any Joint User nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.

8.19 Rule 19 – Obligations of the Customer

8.19.1 The Customer shall indemnify, defend, and hold harmless Company (including the cost of reasonable attorneys' fees) against:

- (A) Claims for libel, slander, infringement of copyright, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark rising out of the material, or service mark arising out of the material, data, information, or other content transmitted by Customer, its agents, or End Users over Company-Provided facilities or equipment.
- (B) Claims for patent infringement arising from combining or connecting Company-Provided facilities or equipment with facilities, equipment, apparatus, or systems of Customer.

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8.19 Rule 19 – Obligations of the Customer (continued)

8.19.1 (continued)

- (C) All other claims (including claims for damage to any business or property, or injury to, or death of, any person) arising out of any negligent or wrongful act or omission of Customer, its agents, End Users, or customers in connection with any Service or facilities or equipment provided by Company or Third Party Vendor.
 - (D) Any and all claims, demands, suits, actions, losses, damages, assessments, or payments asserted against Company and/or any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service by someone other than Customer (e.g., authorized or unauthorized) who has use of the Service directly or indirectly through Customer.
 - (E) Any suits, claims, losses or damages, including punitive damages, attorney's fees and court costs arising out of the construction, installation, operation, maintenance, or removal of the Customer's Circuits, facilities, or equipment connected to Services. This includes without limitation, worker's compensation claims, and proceeding to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate Service(s).
- 8.19.2 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.
- 8.19.3 The Company's failure to provide or maintain Service under this Guidebook will be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 8.19.4 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.
- 8.19.5 The Customer is responsible for paying for all Services the Company provides to or from the Customer's Premises, regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part. These responsibilities are not changed due to any use, misuse or abuse of the Customer's Service or Customer-provided equipment by third parties, the Customer's employees or public.

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8.19 Rule 19 – Obligations of the Customer (continued)

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

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SECTION 8 – RULES

8.19 Rule 19 – Obligations of the Customer (continued)

- 8.19.14 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the
- 8.19.15 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Guidebook, the Customer shall reimburse the Company, in addition to any other remedy, for attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.
- 8.19.16 When Company or Third Party Vendor personnel must install, repair, maintain, program, inspect, remove equipment associated with the provision of the Service or implement changes the Customer has ordered, the Customer is responsible for arranging access to its premises at times mutually acceptable to the Company or the Third Party Vendor. An impairment may only be evident at certain times (e.g., a certain hour of the day). In such cases, Customer must make Service available for testing during the same time periods the trouble condition is to be corrected.
- 8.19.17 The Customer must pay the Company for replacement or repair of damage to Company-Provided equipment or facilities if caused by:
- (A) the negligence or willful act of the Customer, End Users, or others; or
 - (B) the improper use of Services; or
 - (C) the use of equipment provided by Customers or End Users. After receipt of payment for the damages, the Company will cooperate with the Customer in its claim against any third party causing damage to Service.
- 8.19.18 The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company. The Customer shall ensure that:
- (A) its equipment and/or system is properly interfaced with the Company-Provided equipment and facilities; and
 - (B) the signals emitted into the long distance network are the proper mode, Bandwidth, power, and signal level for the intended use of the Customer; and
 - (C) the signals do not damage Company-Provided equipment and/or facilities, injure Company or Third Party Vendor personnel, or degrade Service to other Customers.
- If the F.C.C. or another appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications Service, the Company will permit such equipment to be connected with the Channels without the use of protective interface devices.

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8.19 Rule 19 – Obligations of the Customer (continued)

- 8.19.19 If the Customer fails to maintain its equipment and/or its system properly and this results in harm to:
- (A) Company-Provided equipment or facilities, or
 - (B) Company's or Third Party Vendor's personnel, or
 - (C) quality of Service to other Customers of the Company, or
 - (D) quality of Service to subscribers of a Third Party Vendor providing a portion of Service,
- the Company may, upon written notice, require the use of protective equipment by the Customer at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may terminate the Customer's Service without liability.
- 8.19.20 The Customer is responsible for reimbursing the Company for charges incurred for special construction and/or special facilities that were ordered by the Company on the Customer's behalf at the Customer's request.
- 8.19.21 Customer agrees to defend the Company against the claims and to pay all reasonable litigation costs, attorneys' fees, court costs, settlement
- 8.19.22 The Customer agrees to operate any Company-Provided equipment in accordance with instructions of the Company or the Company's agent or designee. Failure to do so shall void any Company liability for interruption of Service and may make Customer responsible for damage to equipment.
- 8.19.23 Facilities utilized by the Company or a Third Party Vendor to provide Service under the provisions of this Guidebook remain the property of the Company or Third Party Vendor. Customer agrees to return to the Company or authorized Third Party Vendor all Company-Provided equipment within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company (e.g., the cost of the equipment) due to Customer's failure to comply with this provision.
- 8.19.24 The Customer shall be solely responsible, at its own expense, for the overall design of Service and for any redesigning or rearrangement of Service 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.

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8.20 Rule 20 – Obligations of a Reseller

- 8.20.1 The terms and conditions of this Guidebook apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Guidebook may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be in writing or in another expeditious manner selected by the Company.
- 8.20.2 In the event of non-payment by a Reseller's subscriber, the Company may be requested by the Reseller to block such subscriber's service because of non-payment of charges. Before the Company blocks Service to a Reseller's subscriber, the Reseller must certify that proper notice has been given to the subscriber. Proper notice must meet Commission rules for Blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from Service(s).
- 8.20.3 Resellers will be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.
- 8.20.4 In addition to the other provisions in this Guidebook, Resellers will be responsible for all interaction and interface with their own subscribers or customers. The provision of Service will not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.
- 8.20.5 If the Customer resells Services, the Reseller is responsible for providing all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.
- 8.20.6 In addition to the other provisions in this Guidebook, Resellers must have the appropriate authority in all areas where the Reseller provides service and provide such documentation to the Company when requested.

8.21 Rule 21 – Promotional Offerings

From time-to-time, the Company may offer special promotions to its Customers waiving certain charges, offering Service(s) at special rates, and/or offering promotional discounts. Promotional discounts include but are not limited to reduced monthly rates or charges for an existing Service, incentive subscription bonuses, free Service periods, full or partial waivers of installation charges or optional feature charges or any combination thereof. Terms and conditions of promotions may be limited to certain dates, times, market segments, and/or locations. The Company may require an advance payment as a condition of a promotional offering. Details regarding a promotion will be filed with the Commission prior to the effective date of the promotion, consistent with the rules of the Commission.

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8.22 Rule 22 – Service Installation

- 8.22.1 The Company will provide Service in accordance with the Customer's requested Service due date, subject to the constraints established by the Company's schedule of standard intervals for installation of Service. The Company shall make available to all Customers, upon request, a schedule of applicable standard intervals. The schedule shall specify the standard number of days required to provision a specific Service and the quantities of Service that can be provided by a requested date. The Company will not accept orders for Service with requested due dates which exceed the applicable standard interval due date by more than six (6) months.
- 8.22.2 If the Customer requests that installation be performed at hours of the day or days of the week other than normal work hours or days (8:00 am to but not including 5:00 pm Monday through Friday excluding holidays) or interrupts work once begun, additional labor charge may apply.
- 8.22.3 If the Company misses a Service due date by more than thirty-five (35) days and such delay is not requested or caused by the Customer (excluding those circumstances where the date is missed due to acts of God, governmental requirements, work stoppages and civil commotions), the Customer may cancel the Service Order without incurring cancellation charges.

8.23 Rule 23 – Service Maintenance

The Services provided under this Guidebook shall be maintained by the Company or a Company-designated representative. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any Company-Provided facilities, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

8.24 Rule 24 – Technical Standards

- 8.24.1 The technical standards described in this Guidebook set forth objectives for the Company to follow. In no circumstance shall these technical standards be construed as creating any warranty on the part of the Company, with the exception of those warranties expressly set forth in this Guidebook.
- 8.24.2 Repair efforts will be undertaken upon notification of trouble by network surveillance and performance systems or by notification of trouble and release of all or part of the Service by the Customer for testing.
- 8.24.3 The Company calculates network availability on Customer action requests. The Customer must notify the Company's Customer Care Department or other location designated by the Company and initiate an action to request to determine if the Service variables were met.
- 8.24.4 Notwithstanding the foregoing, at the Company's option, the Company may provide a comparable transmission alternative, e.g. satellite transmission. Such alternative transmission shall comply with the respective standards commonly used in the industry for

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8.25 Rule 25 – Interconnection

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

8.26 Rule 26 – Application of Rates and Charges

8.26.1 Reserved for Future Use

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8.26.2 Application of Ancillary/Administrative Charges

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(A) Installation Charge

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

(B) Service Order Change Charge

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

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8.26 Rule 26 – Application of Rates and Charges (continued)

8.26.2 Application of Ancillary/Administrative Charges (continued)

(B) Service Order Change Charge (continued)

- .3 If the only change the Customer requests to a Service Order is to change the requested Service due date to a date sooner than the standard interval due date for that type of Service offering, an Order Expedite Charge as applies in lieu of the Service Order Change Charge.
- .4 Change In Service Before Installation and Acceptance By Customer
If the Customer requests a change in Service to upgrade the Bandwidth to a higher Bandwidth, the request is processed as a change order.
 - .a If the Customer requests a change to upgrade the Bandwidth of a Data Service to a higher Bandwidth and the length of the term plan is at least equal to the length of the original term plan agreement, the Service Order Change Charge does not apply. The Customer is responsible to the Company for all costs incurred on behalf of the Customer, including costs incurred as an agent for the customer, for the original Bandwidth ordered. The installation charges for the higher Bandwidth apply.
 - .b If the Customer requests a change to upgrade the Bandwidth of a Data Service to a higher Bandwidth and the length of the term plan is not at least equal to the length of the original term plan, the Service Order Change Charge does apply. The Customer is responsible to the Company for all costs incurred on behalf of the Customer, including costs incurred as an agent for the customer, for the original Bandwidth ordered. The installation charges for the higher Bandwidth apply.
- .5 FRS Configuration Change Charge
If the Customer requests to change the physical location of at least one end of a Circuit, the Configuration Change Charge applies.
- .6 FRS Port Order Change Charge
If a Customer requests to increase or decrease the UNI or Access Gateway/NNI Port speed, the FRS Port Order Change Charge applies.
- .7 PVC Change Order Charge
If a Customer requests to increase or decrease the PVC speed, the PVC Change Order Charge applies.

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8.26 Rule 26 – Application of Rates and Charges (continued)

8.26.3 Application of Additional Labor Charges

Additional labor charges will apply when the Customer requests the following:

- (A) installation or Circuit changes during non-business hours or under unusual circumstances; or
- (B) a Company-designated technician at the Customer's Premises or trouble that results from problems in the Customer's equipment; or
- (C) the provision of engineering design or other activities which are not normally provided as part of the design and installation of Service; or
- (D) expedited Service Orders.

The Customer will be billed for non-standard installation, maintenance, and engineering provided by Company or Company-designated personnel at the rates shown in this Guidebook. The Customer will be billed for a minimum of one (1) hour for each occurrence. For all time in excess of the one (1) hour minimum, the Customer will be billed in increments of fifteen (15) minutes. Any fraction of a fifteen (15) minute period will be rounded to next fifteen (15) minute increment.

8.26.4 Application of Local Access Charges

- (A) If requested by the Customer, the Company will act as the Customer's agent for obtaining the required Local Access. Third party Local Access facilities are offered at a pass through rate equal to the price at which those services are provided to Company by the Local Access Provider. The rates and charges of the Local Access Provider apply for all Local Access facilities used in conjunction with the Company's Service(s).
- (B) The Company will act as the Customer's agent for payment of Local Access charges to the Local Access Provider.
- (C) Upon Customer request and execution and delivery of appropriate authorizing documents, the Company will act as the Customer's agent for ordering and coordinating installation, re-arrangement or removal of Local Access facilities. Where Company acts as the Customer's agent for payment of Local Access charges, the Company will also pass along to the Customer Local Access Provider charges associated with the Customer's request order.
- (D) Subject to the availability of personnel, Company may perform other operational functions related to administration and maintenance of Local Access facilities. Such functions will be provided at non-standard installation, maintenance and engineering rates contained in this Guidebook.

SECTION 8 – RULES

8.27 Rule 27 – Systems Security

8.27.1 If Customer is permitted access to the Company's computer systems and data (hereinafter "Systems") for the purposes of managing and maintaining Customer's telecommunications system, Customer agrees:

- (A) To access the Company's Systems only to the extent required by and incident to the administration and management of the Customer's telecommunications system.
- (B) Customers may not disclose or use information learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity not having a need to know from acquiring such information.
- (C) Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system. These Systems remain the property of the Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of the Company.
- (D) Customers shall take all reasonable precautions to maintain the confidentiality of Systems.

SECTION 8 – RULES

8.28 Rule 28 – Term Plan Agreements

8.28.1 General

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

8.28.2 Cancellation of Term Plan Agreement

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

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

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8.28.3 Change in Term Plan Agreement

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

SECTION 8 – RULES

8.28 Rule 28 – Term Plan Agreements (continued)

8.28.3 (continued)

(D) If the Customer discontinues Service under a term plan agreement and if the Customer selects and commits to a new term plan agreement with a shorter term for the same Circuit, the Customer must pay the TLC. (C)

(D)
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(D)

The TLC is equal to the difference in the number of months remaining in the old term plan agreement minus the number of month's commitment in the new term plan agreement times 50% of the revenue stream for the Service whose term plan is being changed. The change in rates will be effective at the start of the next billing cycle following the completion of the processing of the Customer's request. (C)

8.28.4 Expiration of a Term Plan Agreement

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

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

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

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

SECTION 8 – RULES

8.29 Reserved for Future Use

(C)

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