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SECTION 6 - RULES

- 6.1 Rule 1 – Definitions  
See SBC Long Distance, LLC, d/b/a AT&T Long Distance Schedule Cal. P.U.C. No. 6 for information regarding Definitions.
- 6.2 Rule 2 - Description of Service  
See SBC Long Distance, LLC, d/b/a AT&T Long Distance Schedule Cal. P.U.C. No. 6 for information regarding Description of Service.
- 6.3 Rule 3 - Application for Service  
See SC Long Distance, LLC, d/b/a AT&T Long Distance Schedule Cal. P.U.C. No. 6 for information regarding Application for Service.
- 6.4 Rule 4 – Contracts  
See SBC Long Distance, LLC, d/b/a AT&T Long Distance Schedule Cal. P.U.C. No. 6 for information regarding Contracts.
- 6.5 Rule 5 – Special Information Required on Forms  
See SBC Long Distance, LLC, d/b/a AT&T Long Distance Schedule Cal. P.U.C. No. 6 for information regarding Special Information Required on Forms.
- 6.6 Rule 6 - Establishment and Re-establishment of Credit; Indebtedness; Toll Restriction  
See SBC Long Distance, LLC, d/b/a AT&T Long Distance Schedule Cal. P.U.C. No. 6 for information regarding Establishment and Re-establishment of Credit; Indebtedness; Toll Restriction.
- 6.7 Rule 7 - Customer Deposits/Advance Payments  
See SBC Long Distance, LLC, d/b/a AT&T Long Distance Schedule Cal. P.U.C. No. 6 for information regarding Customer Deposits/Advance Payments.
- 6.8 Rule 8 – Notices  
See SBC Long Distance, LLC, d/b/a AT&T Long Distance Schedule Cal. P.U.C. No. 6 for information regarding Notices.
- 6.9 Rule 9 - Issuance and Payment of Bills  
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- 6.10 Rule 10 - Disputed Bills  
See SBC Long Distance, LLC, d/b/a AT&T Long Distance Schedule Cal. P.U.C. No. 6 for information regarding Disputed Bills.
- 6.11 Rule 11 - Discontinuance and Restoration of Service  
See SBC Long Distance, LLC, d/b/a AT&T Long Distance Schedule Cal. P.U.C. No. 6 for information regarding Discontinuance and Restoration of Service.
- 6.12 Rule 12 – Information on Services and Promotional Offerings  
See SBC Long Distance, LLC, d/b/a AT&T Long Distance Schedule Cal. P.U.C. No. 6 for information regarding Information on Services and Promotional Offerings.

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6.13 Rule 13 - Temporary Service

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

6.14 Rule 14 - Continuity of Service

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

6.14.1 Interruption of Service

- (A) Without incurring liability, the Company may interrupt the provision of Services at any time in order for tests and inspections to be performed to assure compliance with regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- (B) No credit for recurring monthly charges will be issued for outages less than twentyfour consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.
- (C) For Services with usage-sensitive rates, credit allowances for cutoff, wrong number, or poor transmission are subject to the general liability provisions set forth in the California State Voice Long Distance Guidebook. If the Customer desires a credit for any Service interruption, the Customer must contact the Company via telephone or in writing. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer.

6.15 Rule 15 - Extension of Lines and Mains

See SBC Long Distance, LLC, d/b/a AT&T Long Distance Schedule Cal. P.U.C. No. 6 for information regarding Extension of Lines and Mains.

6.16 Rule 16 - Facilities on Customers' Premises and Service Connections

See SBC Long Distance, LLC, d/b/a AT&T Long Distance Schedule Cal. P.U.C. No. 6 for information regarding Facilities on Customers' Premises and Service Connections.

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6.17 Rule 17 - Limitations on Service

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

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

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

6.17.3 Reserved for Future Use

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

SECTION 6 - RULES

6.17 Rule 17 - Limitations on Service (continued)

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

6.17.5 Conditions under which the Company may, without notice, terminate Service without liability include, but are not limited to:

- (A) Any order or decision of a court or other governmental authority which prohibits the Company from offering such Service; or
- (B) 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
- (C) Customer's or End User's misuse of the long distance network; or
- (D) Customer's or End User's use of the long distance network for any fraudulent or unlawful purpose; or
- (E) Emergency, threatened, or actual disruption of Service to other Customers; or
- (F) Abandonment of the Customer's Premises served; or
- (G) Insufficient or fraudulent billing information; or
- (H) Customer's check or draft is returned unpaid for any reason, after one attempt at collection; or
- (I) If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank for any reason. The Company will make at least one attempt at collection prior to termination of Service.

6.17.6 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 Credit Card 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.

6.17.7 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).

SECTION 6 - RULES

6.17 Rule 17 - Limitations on Service (continued)

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

- 6.17.8 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.
- 6.17.9 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.
- 6.17.10 The Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 6.17.11 Recording of telephone conversations provided pursuant to the Company's Service under this California State Voice Long Distance Guidebook is prohibited except as authorized by applicable federal, state, and local laws.
- 6.17.12 All outbound Services requiring Switched Access to reach the long distance network are only available to Customers located in those exchanges which have Equal Access. Unless otherwise indicated in this California State Voice Long Distance Guidebook, all Toll Free Services described in this California State Voice Long Distance Guidebook are available on a statewide basis.
- 6.17.13 The Company, when acting at the Customer's request and as its authorized agent for ordering Dedicated Access, will make reasonable efforts to arrange for service.
- 6.17.14 The Company does not generally provide echo suppression. However, for Toll Free Service or outbound Services that require Dedicated Access to reach the long distance network, the Company, not the Customer, will determine when echo suppression will be provided.
- 6.17.15 The Company reserves the right to add, change, or delete Services at any time.

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6.18 Rule 18 - Promotional Offerings

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

6.19 Rule – 19 Timing of Calls

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

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

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6.20 Rule 20 - Rate Periods

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

6.20.2 Determining Rate In Effect

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

SECTION 6 - RULES

6.21 Rule 21 - Application of Charges

6.21.1 Rounding

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

6.21.2 BTN Account Charges

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

6.21.3 Monthly Recurring, Optional Feature or One-Time Charge

- (A) If Service is provided for less than a billing cycle, all associated intrastate monthly recurring charges will be prorated for the time Service was provided to the Customer.
- (B) For Customers subscribing to intrastate Service as an add-on to the Company's interstate service, the applicable interstate monthly recurring, optional feature or one-time charges are specified in the Company's Business and Residential Product Reference and Pricing Guidebook which may be found at [www.att.com/servicepublications](http://www.att.com/servicepublications) and are paid in lieu of intrastate monthly recurring, optional feature or one time charges

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SECTION 6 - RULES

6.22 Rule 22 - Revenue and Term Plan Commitments

6.22.1 General

- (A) The terms and conditions for qualifying for each specific offering are described in Section 3 this Guidebook. Business Customers subscribing to one of the Company's High Volume Calling plans, Business Unlimited Long Distance Plans or Block of Time on a 2-year or 3-year term plan commitment are required to sign term plan agreements. This section also applies to Business Optional Calling Plans with MRC and term commitment are required to sign term plan agreements.
- (B) By committing to a MAC or MMC, the Customer commits to spending a predetermined dollar revenue volume, either annually in the case of a MAC or monthly in the case of an MMC.
- (C) By making a term plan commitment, the Customer commits to remain a Customer of Company for a specified length of time. Only 1+ outbound and Toll Free Services usage rates will remain in effect for the life of the term plan agreement. Unless otherwise indicated in this Guidebook, all other rates, MRCs, NRCs, Operator Toll Assistance Services, Directory Assistance Services, and any applicable payphone and other third-party pass through charges, regulatory fees, and surcharges are subject to change during the term of the agreement.

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.1 High Volume Calling Plans

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

.2 Small Business Optional Calling Plans

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

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

<sup>1</sup>This service not offered under this Tariff

<sup>2</sup>Access Line<sup>1</sup> changes apply to unlimited small business optional calling plans only.



SECTION 6 - RULES

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

6.22.2 Calculation of MAC and MMC

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

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

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

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

.a I+ outbound domestic and International usage;

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

.c Reserved for future use

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(D)

.d Reserved for future use.

.e Reserved for future use;

.f Reserved for future use.

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

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

.i any credits associated with a qualified usage item.

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

SECTION 6 - RULES

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

6.22.2 Calculation of MAC and MMC (continued)

(A) (continued)

- .3 For Customers subscribing to outbound Service with one BTN, all qualified usage generated under all of the Customer's WTNs billed under that BTN will be totaled to determine if the Customer has met the MAC or MMC for the Customer's BTN. For Customers subscribing to TFS with one BTN, all qualified usage generated under all of the Customer's TFS Numbers associated with that BTN will be totaled to determine if the Customer has met the MAC or MMC for the Customer's BTN.
- .4 For selected Services, a Customer with multiple BTNs can group those BTNs together into one Aggregation ID such that all usage within this group can be combined.

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

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

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- .1 An MMC commits the Customer to paying the Company a predetermined amount of revenue resulting from:
  - .a 1+ outbound domestic and International usage;
  - .b domestic inbound usage and usage charges associated with Canadian Toll Free Service;
  - .c Reserved for future use
  - .d any credits associated with a qualified usage item.
- .2 Charges associated with directory assistance Service, monthly recurring charges and one time charges, taxes and surcharges, reductions because of promotions (free minutes or reduced price per minute), and adjustments that are not associated with a particular usage item are not included in determining whether the Customer has met the MMC or MAC.

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SECTION 6 - RULES

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

6.22.2 Calculation of MAC and MMC (continued)

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

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

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SECTION 6 - RULES

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

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

(A) Unmet MAC

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

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(D)

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

(B) Unmet MMC

- .1 If a Customer subscribing to any of the Company's Business Optional Calling Plans fails to meet its MMC in any given billing month, the Customer will be billed the difference between the actual usage revenue and the unmet MMC within two (2) billing cycles of the billing period in which the shortfall occurred.
- .2 Customers subscribing to any of the Company's High Volume Calling Plans and committing to an MMC will be given up to a three (3) month period for usage ramp up before any UUF is assessed. If a Customer subscribing to any of the Company's High Volume Calling Plans subscribes to an MMC on any date other than the first day of the billing cycle, the partial first month is counted as a full month when determining the length of the ramp up period.

SECTION 6 - RULES

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

6.22.4 Customer Changes

(A) Customers that subscribe to any of the Company's High Volume Calling Plans with a MAC or MMC combined with a term plan agreement and who wish to: (a) change MAC or MMC; (b) change the length of a term plan agreement; or (c) change their Calling Plan to any other High Volume Calling Plan; must cancel their current term plan agreement and agree to a new term plan agreement with new begin/end dates unless otherwise indicated in this Guidebook. (C)

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

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

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

The Company will not charge an early termination fee and/or under utilization fee (ETF/UUF) when a Customer cancels an existing term plan agreement with a MAC if at the same time the Customer agrees to replace some or all of their existing service with Internet Protocol (IP) service, Wireless, or any functionally equivalent service from an Affiliate of the Company for the purpose of placing outbound and/or inbound live voice communications outside of the customer's local calling area (C)

(C) Customer Cancels - MAC Has Been Met (C)

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

(D) Customer Cancels - MAC Has Not Been Met (C)

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

SECTION 6 - RULES

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

6.22.4 Customer Changes (continued)

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

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

(F) Reserved for Future Use

(G) Customers that subscribe to any of the Company's Small Business Optional Calling Plans with an MRC or MMC combined with a term plan agreement, and who wish to: (1) change the length of a term plan agreement; or (2) change their Calling Plan to any other Calling Plan with MRC or MMC; Customer must cancel their current term plan agreement and agree to a new term plan agreement with new begin/end dates unless otherwise indicated in this Guidebook.

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SECTION 6 - RULES

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

6.22.4 Customer Changes (continued)

(G) (continued)

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**ETF/UUF** (continued)

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.a Customers who cancel this service prior to the expiration date of their current term plan agreement and who do not qualify under .b and .c below will be required to pay an ETF/UUF. The ETF/UUF shall be 50% of the full MRC rate in effect for this plan at the time of termination multiplied by the number of months remaining in the term. .

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.b The Company will not charge an (ETF/UUF) when a Customer cancels an existing term plan agreement if at the same time the Customer agrees to a new term plan agreement for a different Business calling plan with an MRC or MMC from the Company.

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c The Company will adjust to zero any ETF/UUF when:

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.i the Customer cancels an existing term plan agreement with an MRC or MMC if at the same time the Customer agrees to replace some or all of their existing service with Internet Protocol (IP) service, Wireless, or any functionally equivalent service from an affiliate of the Company for the purpose of placing outbound and/or inbound live voice communications outside of the Customer's local calling area; or

.ii the Customer provides notice to the Company of its intent to terminate service within thirty (30) calendar days prior to or thirty (30) calendar days after the automatic renewal of an existing plan term.

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6.22.5 Reserved for Future Use

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SECTION 6 - RULES

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

6.22.6 Start Date and End Date

(A) MAC

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

(B) MMC

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

(C) Term Plan Agreement

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

(D) Business Optional Calling Plans with MRCs

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

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SECTION 6 - RULES

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

6.22.7 Term Plan Renewal

- (A) Business Customer Subscribes to any of the Company's High Volume Calling Plans (C)

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

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

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

6.23 Rule 23 - Aggregation Grouping

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

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

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

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

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

SECTION 6 - RULES

6.24 Rule 24 - Reserved for Future Use (C/D)

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6.25 Rule 25 - Coordination with Respect to Network Contingencies

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

6.26 Rule 26 – Reserved for Future Use (C/D)

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(D)

6.27 Rule 27 - Use of Service

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

6.27.2 The Service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The Customer is liable for all obligations under this California State Voice Long Distance Guidebook not withstanding any sharing or resale of Services and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the facilities of others.

6.27.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes including but not limited to use of electronic devices, invalid numbers, and false credit devices to avoid payment for Service contained in this California State Voice Long Distance Guidebook either in whole or in part. Service furnished by the Company may not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. The Service may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is an authorized communications common carrier, an authorized resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's Service. However, this provision does not preclude an agreement between the Customer, Authorized User, or Joint User to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

SECTION 6 - RULES

6.27 Rule 27 - Use of Service (continued)

6.27.4 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 this California State Voice Long Distance Guidebook.
- (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 which has been 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 or Authorized User must submit to the designated Customer a letter guaranteeing payment for the joint or Authorized User's portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The designated Customer will be responsible for allocating charges to each Joint User or Authorized User.
- (D) Joint use is a Service/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.

6.27.5 If the Company reasonably concludes that Customer-provided equipment does not pass back appropriate answer supervision to the long distance network, the Company will notify the Customer. If the Customer cannot correct the problem and if Customer-provided equipment continues to provide inappropriate answer supervision to the long distance network, the Company reserves the right to suspend or terminate the Customer's Service. The Company will give the Customer seven (7) days' written notice of its intent to terminate Service.

6.27.6 Service provided to Residential Customers pursuant to this California State Voice Long Distance Guidebook may not be used to transmit data.

SECTION 6 - RULES

6.28 Rule 28 - Obligations of the Customer

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

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide Service to the Customer.
- (B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting from Customer's (or its employees', agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this California State Voice Long Distance Guidebook, misrepresentation of Company Services or rates, or unauthorized or illegal acts of the Customer or its End User, its employees, agents, or independent contractors.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's or End User's material, data, information, or other content transmitted via Service. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the Service(s) provided under this California State Voice Long Distance Guidebook, any Circuit, apparatus, system or method provided by the Customer.
- (D) Violation by Customer or End User of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer or End User of the right to privacy.
- (F) Any other claims whatsoever relating to, or arising from, message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer or End User in connection with Service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of Service, whatever the cause and whether negligent or otherwise.
- (I) Reserved for Future Use (C/D)
- (J) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer or Authorized Users.
- (K) Defacement of, or damage to, the Customer's Premises resulting from the furnishing, installation, and/or removal of Channel facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises.

SECTION 6 - RULES

6.28 Rule 28 - Obligations of the Customer (continud)

6.28.1 (continued)

- (L) Claims arising out of the use of Services or Company-Provided equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.
  - (M) Any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's Circuits, facilities, or equipment connected to Services. This includes without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's Circuits, facilities or equipment, and proceeding to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate Service(s).
- 6.28.2 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.
- 6.28.3 The Company's failure to provide or maintain Service under this California State Voice Long Distance Guidebook will be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 6.28.4 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.
- 6.28.5 The Customer is responsible for payment for all calls originated at the Customer's number(s), terminated on the Customer's TFS Number, accepted at the Customer's number or any Operator Toll Assistance billing option, or incurred at the specific request of the Customer. The Customer is responsible for paying for all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part. These responsibilities are not changed due to any use, misuse or abuse of the Customer's Service or Customer-provided equipment by third parties, the Customer's employees or the public. (D)  
(D)
- 6.28.6 The termination or disconnection of Service(s) by the Company pursuant to this California State Voice Long Distance Guidebook, does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive, and the Company will at all times be entitled to all rights available to it under either law or equity.

SECTION 6 - RULES

- 6.28 Rule 28 - Obligations of the Customer (continued) (D)
- 6.28.7 The Customer will be responsible for the payment of all charges for Services provided under this California State Voice Long Distance Guidebook and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this California State Voice Long Distance Guidebook unless specified otherwise herein.
- 6.28.8 The Customer will be liable for reimbursing the Company for damages to facilities or Company-Provided equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, contractors, or authorized or unauthorized End User(s).
- 6.28.9 If Service is terminated the Customer will be deemed to have cancelled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this California State Voice Long Distance Guidebook.
- 6.28.10 Reserved for Future Use (C/D)  
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- 6.28.11 If the Company is acting as an agent of the Customer for ordering Dedicated Access for the provision of Switched Service(s) and if the Customer is to be exempted from the monthly Special Access Surcharge charged by the Local Access Provider, it is the Customer's responsibility to provide the Company with an Exemption Certificate.
- 6.11.12 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- 6.28.13 If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with service provided to a specific Customer and those charges are not specifically listed in this California State Voice Long Distance Guidebook, those charges will be billed to the Customer on a pass-through basis. The Customer is responsible for payment of such charges.
- 6.28.14 The Customer is responsible for the payment of all charges for Service(s) provided under this California State Voice Long Distance Guidebook and for the payment of all assessments, duties, fees, surcharges, taxes, or similar liabilities whether charged to or against the Company or the Customer. This includes but is not limited to amounts the Company is required by governmental, quasi-governmental, or other entities to collect and/or to pay to designated entities. The Company may adjust its rates and charges or impose additional rates and charges on its Customer in order to recover these amounts. Unless specified otherwise herein, if an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a Customer's Service, that entity's charges may be passed through to the Customer. The Customer is responsible for the payment of all such charges.

## SECTION 6 - RULES

- 6.28 Rule 28 - Obligations of the Customer (continud)
- 6.28.15 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 Customer without prior written approval of the Company.
- 6.28.16 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this California State Voice Long Distance 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.
- 6.28.17 In the case of nonworking account codes, the Customer is responsible for payment of usage charges for long distance calls originated at the Customer's number(s).
- 6.28.18 If Service is suspended, the Customer will be responsible for the payment of all MRCs until Service is disconnected.
- 6.29 Rule 29 - Obligations of a Reseller
- 6.29.1 The terms and conditions of this California State Voice Long Distance Guidebook apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this California State Voice Long Distance 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.
- 6.29.2 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 state and federal 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).
- 6.29.3 Resellers will be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.
- 6.29.4 In addition to the other provisions in this California State Voice Long Distance 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.
- 6.29.5 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.
- 6.29.6 In addition to the other provisions in this California State Voice Long Distance Guidebook, Resellers must have the appropriate authority in all areas where the Reseller provides service and provide such documentation to the Company when requested. Resellers of the Company's Services are responsible for maintaining all necessary state and F.C.C. tariffs for operating as a Reseller and for complying with all rules and regulations as set forth by the Commission. Further, the Reseller also assumes full responsibility for complying with the Communications Act of 1934, as amended; the Telecommunications Act of 1996; and the rules, regulations, and decisions of the F.C.C.

SECTION 6 - RULES

6.29 Rule 29 - Obligations of a Reseller (continued)

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

- (A) Inform the subscriber of the unauthorized change in long distance service providers; and
- (B) Ensure that the subscriber's service is returned to the long distance service provider of choice; and
- (C) Pay all applicable charges

6.30 Rule 30 - Changes to Rates and Charges

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

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