

Southwestern Bell Communications Services, Inc. PSC Mo. - No. 1
d/b/a Southwestern Bell Long Distance

Original Sheet 1

SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC.
d/b/a SOUTHWESTERN BELL LONG DISTANCE

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance intrastate interexchange telecommunications Services provided by Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance with principal offices at 5850 W. Las Positas Blvd., Pleasanton, California 94588. This Tariff applies to Services furnished within the State of Missouri. This Tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance is a competitive telecommunications company providing competitive services in the state of Missouri.

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Norm Descoteaux, Regulatory Manager
5850 W. Las Positas Blvd., Pleasanton, California 94588

Waivers of Statutory and Regulatory Requirements

The following statutory and regulatory requirements have been waived for the Company:

Section 392.210.2	Establishes Uniform Systems of Accounts for annual reports
Section 392.240(1)	Just and Reasonable Rates
Section 392.270	Ascertain Property Values
Section 392.280	Depreciation rates
Section 392.290	Issuance of Securities
Section 392.300.2	Acquisition of Stock
Section 392.310	Issuance of Stock and Debt
Section 392.320	Stock dividend payment
Section 392.330	Issuance of securities, debts, & notes
Section 392.340	Reorganizations
4 CSR 240-10.020	Depreciation and fund income
4 CSR 240-30.010(2)(C)	Copies of rate schedules
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-33.030	Minimum charge rules
4 CSR 240-35	Bypass

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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

None

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - Changed regulation
- D - Discontinued rate or regulation
- I - Increase
- M - Matter relocated without change
- N - New rate or regulation
- R - Reduction
- S - Reissued matter
- T - Change in text, but no change in rate or regulation
- Z - Correction

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are added to the Tariff from time to time. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.
- C. Paragraph Numbering Sequence - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.1

2.1.1

2.1.1 (A)

2.1.1 (A).1

2.1.1 (A).1.a

2.1.1 (A).1.a.i

2.1.1 (A).1.a.i (1)

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

101XXXX: A Casual Caller access method.

Access Line: A transmission line used to transmit voice and/or data calls from the Customer's Premises to a telephone company serving Wire Center or a Company-designated POP or from a telephone company serving Wire Center or a Company-designated POP to the Customer's Premises.

Aggregation: The combining of a Customer's total usage across multiple BTN's into a group for the purpose of determining a common usage rate for call(s) associated with the individual BTN's.

Aggregation ID: Aggregation Identifier. Tags which BTN's are to be combined in a grouping.

Airline Mileage: The distance in mileage between two serving Wire Centers whose position is specified by industry standards.

ANI: Automatic Number Identification. A process used to identify the calling station. For example, Customers such as call centers pay for caller's telephone numbers to be sent to them simultaneously with their incoming toll free service calls.

Applicant: Any entity or individual who applies for Service under this Tariff.

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Area of Service: The specific area(s) from which toll free calls will be allowed on a given TFS Number as decided by the Customer subscribing to that TFS Number.

ATM: Asynchronous Transfer Mode/Cell Relay Service. A high speed digital data Service utilizing cell-switching technology. Access speeds range from DS1 (1.544 Mbps) to OC12 (622 Mbps).

Authorized User: A person, firm, corporation or other entity (including Customer) that 1) is authorized by the Customer to be connected to and utilize the Company's Services under the terms and regulations of this Tariff or 2) either is authorized by the Customer to act as the Customer in matters of ordering, changing or canceling Service or is placed in a position by the Customer, either through acts or omissions, to act as Customer in such matters. Such actions by an Authorized User shall be binding on Customer and shall subject Customer to any associated charges.

BAN: Billed Account Number.

Bandwidth: The total frequency band, in Hertz, allocated for a Channel.

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Bit: Binary Digit. Bit denotes the smallest unit of information in a binary system of notation and is the basic unit in data communications.

Blocking: A temporary condition that may be initiated so that the Customer cannot complete a telephone call.

BTN: Billed Telephone Number. May consist of one or more WTNs.

Business Customer: A Customer whose use of the Services is primarily or substantially for a business, professional, institutional, or occupational purpose.

CAP: Competitive Access Provider.

Cardholder: Cardholder is the associate, member, Customer or other individual that uses the Company's Prepaid Card Service.

Carrier Common Line Charges: The charges the long distance companies pay to the local telephone companies for carrier common line access service which provides for the use of end user's telephone company provided common lines by subscribers for access to such end users to furnish interstate communications.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Casual Caller: A caller that has not affirmatively selected the Company as its choice of a long distance service provider in advance of placing a long distance call.

Centrex/Plexar: A central office based switching service that provides the user with the ability to intercommunicate among stations at the user's premises while also providing station access to local exchange service dial tone and long distance service and many optional features and functions associated with sophisticated Customer Premises equipment.

Circuit or Channel: A communications path between two or more points having a standard Bandwidth or Transmission Speed selected by the Customer.

CLEC: Competitive Local Exchange Carrier. Any carrier or reseller offering local exchange telecommunications services other than the incumbent LEC.

Commission: The Missouri Public Service Commission or any succeeding agency.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Company: Southwestern Bell Communications Services, Inc. ("SBCS") d/b/a Southwestern Bell Long Distance ("SWLD").

Company-Provided: The switching, transmission, and other related telecommunications or computer equipment/facilities provided by the Company or by any combination of the Company, the LEC, or other authorized Third Party Vendors contracted by the Company.

Credit Card: Visa®, MasterCard®, or other Credit Cards issued by other companies the Company may accept.

Customer: A person or legal entity which subscribes to the Company's Services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff.

Customer Commitment Date: The date in which the Company receives a firm commitment from a Customer for the provision of one of the Company's Data Service offerings.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Customer Premises/Customer's Premises: Location(s) designated by a Customer where Service is originated/terminated.

DACC: Directory Assistance Call Completion.

Data Services: Communication Services which are designed to allow the transfer of formatted information between points. Data Services include but are not limited to Private Line Service, Frame Relay Service, and ATM Service.

Dedicated Access: Where Customer's Premises has a non-switched connection to the POP selected by the Company for origination and or termination of calls. When the Dedicated Access is used for overlayed Switched Services, the Dedicated Access is referred to as a DVA line.

Direct-Dialed: A call placed by the caller without operator assistance (either live or automated).

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Diversity: Customer-designated routing which indicates a Customer-designated departure from the primary route, usually with physical separation.

DS1: Digital Signal level One. Composed of twenty-four 64 Kbps Channels with a throughput capacity of 1.544 Mbps. Also called T-1.

DS3: Digital Signal level Three. Composed of 28 DS1 Channels and operating at 44.736 Mbps. Also called T-3.

DVA: Dedicated Voice Access.

End User: The person or legal entity which uses the Service provided by the Company.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Equal Access: Enables the Customer to place long distance calls without the need to first dial a special code.

Exemption Certificate: A written notification provided by the Customer certifying that its dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting Service with the local exchange network or (b) the facility is associated with a Switched Access Service that is subject to Carrier Common Line Charges.

F.C.C.: Federal Communications Commission or any succeeding agency.

FX: Foreign Exchange Service. Provides local telephone service from a central office message switch which is outside (foreign to) the subscriber's exchange area.

Flat Rate: Charging a rate per minute irrespective of the distance the call is carried or the time-of-day or day-of-week the call is placed.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Group 1 Toll Free Access Numbers: 800-600-Bell, 800-263-7483, 800-522-2020, and other Toll Free Numbers determined by the Company to be billed as a Group 1 Toll Free Number.

Group 2 Toll Free Access Numbers: 800-877-0000, 877-722-2141, and other Toll Free Numbers determined by the Company to be billed as a Group 2 Toll Free Number.

Hertz: A unit of frequency equal to the cycle per second.

ICB: Individual Case Basis. A Service provided involving a nonstandard arrangement. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances.

InterLATA: Any call or transmission that originates in one LATA and terminates in a different LATA.

International: Involving two or more nations or nationalities.

IntraLATA: Any call or transmission that originates in one LATA and terminates within the same LATA.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Joint User: A corporation, association, partnership, or individual that is permitted to use a Customer's Service by mutual agreement between the Customer and the Joint User in accordance with the terms and conditions of this Tariff.

Kbps: Kilobits Per Second. One thousand Bits per second.

LATA: Local Access Transport Area. A geographically defined regulatory boundary established by the Modification of Final Judgement.

LEC: Local Exchange Carrier.

LIDB: Line Information Data Base. A data base that contains all valid telephone and calling card numbers in a region and the necessary information to perform billing validation.

Local Access: The service between a subscriber's premise and a Company-designated POP.

Local Access Provider: An entity providing Local Access.

MAC: Minimum Annual Commitment.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Mbps: Megabits per second. Million Bits per second.

MMC: Minimum Monthly Commitment.

Modification of Final Judgment: The judicial opinion United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.C. 1982). See United States v. Western Electric Co., 552 F. Supp. 131 (D.D.C. 1982), affd sub nom. Maryland v. United States, 460 U.S. 1001 (1983).

MOU: Minutes of Use.

MRC: Monthly Recurring Charge.

MTM: Month-to-Month.

MTS: Message Telecommunications Service.

NPA: Numbering Plan Area. More commonly referred to as an area code.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

NXX: The first three digits of a Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

Off-Net: A location where the Company's primary Third Party Vendor does not have facilities.

On-Net: A location where the Company's primary Third Party Vendor has facilities.

Operator Toll Assistance Services: Enable callers to place calls from their presubscribed telephone line or when away from their established primary Service location with the ability to bill the call with alternate billing options. Calls may be fully automated or may require the assistance of an operator. Operator Toll Assistance Services are also known as alternate billed services.

PBX: Private Branch Exchange.

Person-to-Person: Any operator-handled call whereby the person originating a call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

PIC: Primary Interexchange Carrier.

PIN: Personal Identification Number. A unique number assigned to each calling card for the purpose of accessing Service.

Platform: The proprietary technology and associated computer equipment that is used in conjunction with Prepaid Card Service.

POP: Point-of-Presence. A physical place at which the local telephone company terminates subscriber Circuits for long distance dial-up or leased-line communications or a Company-designated location where a facility is maintained for the purpose of providing access to the Company's Service.

Postalized: Charging a Flat Rate per minute irrespective of the distance the call is carried. Stems from the fact that the United States Post Office also charges a Flat Rate irrespective of how far it carries the mail (within the country).

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

POTS Number: Plain Old Telephone Service Number. The 10-digit telephone number associated with basic local exchange service.

Private Line: Discrete communication Bandwidth dedicated for a Customer's exclusive use. A Private Line is provisioned on facilities that may be shared and accomplished through a variety of technologies and media.

Private Line Service: Full duplex transmission/transport service between two points. Private Line Service(s) are defined by Bandwidth, signaling, media, etc.

Rate Center: A specified geographical location used for determining mileage measurements.

Reseller: A Customer that resells the Company's Service(s) with the Company's authorization.

Residential Customer: A Customer whose use of the Service is primarily or substantially of a social or domestic nature; and business use, if any, is incidental.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Resp Org: Responsible Organization. The entity designated to manage and administer a Customer's SMS/800 records.

Service: Any or all services provided pursuant to this Tariff.

Service Order: The standard Company order form(s), in effect from time-to-time, or Customer's forms accepted in writing by an authorized representative of the Company for Service which shall enable the Company to provide Service.

SMS/800: 800 Service Management System. The main operations support system used to create and update toll free records that are then downloaded to the SMS/SCPs for processing toll free service calls. This system is used by Resp Orgs to manage and administer SMS/800 records.

SMS/800 Help Desk: The organization that administers the SMS/800 system for the centralized management of toll free numbers.

SMS/SCP: Service Management System/Service Control Point. The real time data base system in the exchange carrier's network that contains routing instructions downloaded from the SMS/800.

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Special Access Surcharge: A charge imposed by the Local Exchange Companies in accordance with Section 69.115 of the F.C.C. Rules and Regulations.

State: State of Missouri.

Station-to-Station: Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

SWBT: Southwestern Bell Telephone Company.

Switched Access: A transmission line that is switched through the LEC or CLEC to reach the long distance network. Switched access arrangements are only available from the subscriber's local telephone company.

Switched Services(s): Any Services that are not Data Service as defined herein which use message switches to share inter-switch transport.

TFS: Toll Free Service.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Third Party Vendor: A company, entity or individual, other than the Company, designated by the Company that provides the facilities and/or the equipment required to provide Service(s).

Toll Free Access Number: A telephone number established for the purpose of accessing one of the Company's calling card platforms where the caller does not incur a charge for placing the call to the access number. The area code for a toll free access number is either 800, 877, or 888 or other area code assignments (8XX) as appropriate.

Toll Free Number: A telephone number associated with a Customer's Toll Free Service that is used by the calling party without charge to the calling party. The area code for a toll free number is either 800, 877, or 888 or other area code assignments as appropriate.

Toll Free Service: A reverse-billed Service that permits calls to be completed without charge to the calling party.

Transmission Speed: Denotes the line or Channel speed in Bits per second.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

V&H: Vertical and Horizontal geographic coordinates.

VIP: Volume Incentive Plan.

Wire Center: A specified geographical location used for determining mileage measurements.

WTN: Working Telephone Number.

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of the Tariff

- 2.1.1 This Tariff contains the descriptions, regulations, and rates applicable to intrastate telecommunications Service offered by SBCS with principal offices located at 5850 W. Las Positas Blvd., Pleasanton, California 94588. Service is furnished for communications that both originate and terminate at points within the State under terms of this Tariff. The Company operates as a reseller. Unless otherwise indicated in this Tariff, Service is available on a statewide basis. The Company operates as a competitive telecommunications company. Services in this Tariff are available to Residential Customers and/or Business Customers as specified herein.
- 2.1.2 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service

- 2.2.1 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 this Tariff and the rules of the Commission applying to long distance communications as published in 4 CSR 240-33. Service is not offered where operating conditions do not permit. The Company reserves the right, without incurring liability, 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.
- 2.2.2 Except for Casual Callers, all Switched Services provided according to this Tariff 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 Tariff. Unless otherwise indicated in this Tariff, intrastate Switched Services are not offered on a stand-alone basis. Unless otherwise stated in this Tariff, the method of provisioning a specific Service is determined by the Company.
- 2.2.3 A third party call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third party call when acceptance of charges at the third number cannot be confirmed.
- 2.2.4 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 this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.5 The Company will terminate Service to Residential Customers pursuant to 4 CSR 240-33.070. Conditions under which the Company may, without notice, terminate Service to Business Customers 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 this Tariff 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

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.5 (continued)

- (G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or
- (H) Abandonment of the Customer's Premises served; or
- (I) Insufficient or fraudulent billing information; or
- (J) Customer's check or draft is returned unpaid for any reason, after one attempt at collection; or
- (K) 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.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.6 The Company will terminate Service to Residential Customers pursuant to 4 CSR 240-33.070. Conditions under which the Company may, with notice, terminate Service to Business Customers without liability include, but are not limited to:

- (A) use of invalid or unauthorized telephone numbers, or Credit Card numbers; or,
- (B) failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per Section 2.8.1 or Section 2.8.2 of this Tariff; or
- (C) non-payment of any sum owed the Company by the due date printed on the bill; or
- (D) 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.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

- 2.2.7 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).
- 2.2.8 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.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

- 2.2.9 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 this Tariff will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.
- 2.2.10 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.
- 2.2.11 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.
- 2.2.12 Recording of telephone conversations provided pursuant to the Company's Service under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

- 2.2.13 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 Tariff, all Toll Free Services described in this Tariff are available on a statewide basis.
- 2.2.14 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 requirements such as special routing, route Diversity, alternate access, or Circuit conditioning.
- 2.2.15 Except for Operator Toll Assistance Services, Service(s) in this Tariff are not available for coin or semi-coin telephone stations unless otherwise indicated for a specific Service offering.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.16 101XXXX calling may be restricted depending on the location of the Casual Caller and dialing pattern.

2.2.17 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.

2.2.18 The Company reserves the right to add, change, or delete Services at any time.

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2.3 Limitation of Liability

The Company's liability will be limited to that expressly stated in Sections 2.3.1 through 2.3.16 of this Tariff in connection with the provision of Service to the Customer.

2.3.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of Service(s) with a usage-sensitive rate structure, will in no event exceed an amount equivalent to the initial period charge to the Customer for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company shall not be liable for any damages caused by the negligence, gross negligence or willful misconduct of the Customer or Customer's agents, employees, officers, directors, contractors or vendors.

2.3.2 Unless otherwise stated in this Tariff, the liability of the Company for negligence arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of recurring Service(s) shall be limited to a service adjustment based on the amount of time such Service is out of service times the applicable monthly recurring charge for Service.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.3 The liability of the Company for gross negligence arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the provision of Service(s) shall not exceed the higher of the adjustments described in Section 2.3.1 or 2.3.2 of this Tariff, whichever is applicable, and the sum of \$1,000.
- 2.3.4 The liability of the Company for willful misconduct occurring in the provision of Service(s) shall not exceed the higher of the adjustments described in Sections 2.3.1, 2.3.2 or 2.3.3, which is applicable, and the sum of \$2,000.
- 2.3.5 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered by the Company for the call or Service giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. A Residential Customer may advise the Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to the Company during normal business hours. A Business Customer must advise the Company that all or part of a charge is in dispute by written notice.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.6 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of the Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from, or are caused by, the use of facilities or equipment of the Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. The Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof. In addition, a portion or all of the Service may be provided over facilities of third parties. The Company will not be liable to the Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties. The Company's liability, if any, with regard to the delayed installation of facilities or commencement of Service will not exceed \$1,000.

2.3.7 With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.

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2.3 Limitation of Liability (continued)

- 2.3.8 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.9 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.
- 2.3.10 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:
 - (A) Unavoidable interruption in the working of transmission facilities; or
 - (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
 - (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or

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2.3 Limitation of Liability (continued)

2.3.10 (continued)

- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, supplier failures, shortages, breaches or delays, or other labor difficulties; or
- (E) The unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment; or
- (F) Explosions, vandalism, cable cut or other similar occurrences; or
- (G) Preemption of existing Services to restore Service(s) in compliance with the F.C.C.'s rules and regulations; or
- (H) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's control.

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2.3 Limitation of Liability (continued)

2.3.11 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

2.3.12 If the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company Services, the Company will make an effort to contact the Customer, but Service may be blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all calls or by Blocking calls to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.13 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.

2.3.14 The Company may rely on Third Party Vendors for the performance of certain services such as Dedicated Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company will act as agent for the Customer in obtaining such other services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.15 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the Service or furnishing facilities or equipment associated with such Service.
- (B) Damages caused by the fault or negligence or willful misconduct of the Customer or End User.
- (C) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder. Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for such damages or lost revenue or lost profits.
- (E) Any indirect, incidental, special or consequential damages, lost revenue or lost profits of any kind, even if Company is advised of the possibility of such consequences.

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2.3 Limitation of Liability (continued)

2.3.15 (continued)

- (F) The use or abuse of any Service described herein by any party including, but not limited to, the Customer or End User. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. Compensation for any injury the customer may suffer to the fault of third parties must be sought from such other parties. In the case of TFS, this applies to third parties who dial the Customer's TFS Number by mistake. Compensation for any injury the Customer may suffer due to the fault of third parties must be sought from such other parties.
- (G) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.
- (H) Any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.16 If someone other than the Customer (e.g., authorized or unauthorized) has use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

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2.4 Use of Service

- 2.4.1 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.
- 2.4.2 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 Tariff 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.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.3 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 Tariff 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.

2.4.4 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.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 (continued)

- (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 Tariff.
- (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.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 (continued)

(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.

2.4.5 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 five (5) days' written notice of its intent to terminate Service.

2.4.6 Service provided to Residential Customers pursuant to this Tariff may not be used to transmit data.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 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 Tariff, 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 Tariff, any Circuit, apparatus, system or method provided by the Customer.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (D) Violation by Customer or End User of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer or End User of the right to privacy.
- (F) Any other claims whatsoever relating to, or arising from, message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer or End User in connection with Service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of Service, whatever the cause and whether negligent or otherwise.
- (I) Claims related to lost or stolen calling cards, except as described in Section 2.24 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (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.
- (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.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (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).

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.2 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.
- 2.5.3 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.4 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff 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.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.5 The Customer is responsible for payment for all calls originated at the Customer's number(s), terminated on the Customer's TFS Number, accepted at the Customer's number, billed to a Customer's calling card or any Operator Toll Assistance billing option, or incurred at the specific request of the Customer. The Customer is responsible for paying for all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part. These responsibilities are not changed due to any use, misuse or abuse of the Customer's Service or Customer-provided equipment by third parties, the Customer's employees or the public.
- 2.5.6 The termination or disconnection of Service(s) by the Company pursuant to Sections 2.2.5, 2.2.6, and 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, 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.

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2.5 Obligations of the Customer (continued)

- 2.5.7 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the long distance network do not damage Company-Provided equipment, injure personnel, or degrade Service to other Customers or other users of the long distance network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.
- 2.5.8 The Customer will be responsible for the payment of all charges for Services provided under this Tariff 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 Tariff unless specified otherwise herein. Also see Section 2.17 of this Tariff for additional information regarding the Customer's obligations concerning taxes.
- 2.5.9 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).

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.10 If Service is terminated pursuant to Section 2.2.5, Section 2.2.6 or Section 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, 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 Tariff.
- 2.5.11 The Customer will indemnify and hold the Company harmless against any and all liabilities, costs, damages, and expenses resulting from claims by third parties that any calling card or PIN has been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company.
- 2.5.12 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.

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2.5 Obligations of the Customer (continued)

- 2.5.13 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.
- 2.5.14 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 Tariff, those charges will be billed to the Customer on a pass-through basis. The Customer is responsible for payment of such charges.
- 2.5.15 The Customer is responsible for the payment of all charges for Service(s) provided under this Tariff and for the payment of all assessments, duties, fees, 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.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.16 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.
- 2.5.17 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, 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.

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SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller

- 2.6.1 The terms and conditions of this Tariff, including but not limited to the obligations contained in Section 2.5 and in Sections 2.6.2 through 2.6.7 hereof, apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company 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.
- 2.6.2 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).
- 2.6.3 Resellers will be responsible for paying all taxes and fees based upon the taxing jurisdiction's rules and regulations.
- 2.6.4 In addition to the other provisions in this Tariff, 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.

SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller (continued)

- 2.6.5 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.
- 2.6.6 In addition to the other provisions in this Tariff, 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.
- 2.6.7 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:

SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller (continued)

2.6.7 (continued)

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

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services

2.7.1 General

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with the applicable Tariffs of the Company. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.2 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Establishment of Credit

(A) Residential Customers

.1 Applicant

The Company reserves the right to require all Applicants to establish credit worthiness. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

.2 Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Establishment of Credit

(B) Business Customers

.1 Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

.2 Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments

2.8.1 Customer Deposits

(A) General

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.7.2 of this Tariff may be required to make a deposit to be held by Company as a guarantee of payment for Service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed. The Company will collect deposits from Residential Customers pursuant to 4 CSR 240-33.050.

(B) Amount of Deposit

The amount of any deposit will not exceed the estimated charges for two months' Service. The Company will determine the amount of the deposit.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.1 Customer Deposits (continued)

(C) Interest on Deposits

If applicable, the Company will pay interest on deposits according to the rules and regulations of the Commission. The Company will pay an interest rate on any security deposit it collects equal to a rate of one percent (1%) above the prime lending rate as published in the *Wall Street Journal* for the last business day of September. This rate shall be adjusted annually on October 1 of each year. Interest shall be credited annually upon the account of the Customer or paid upon the return of the deposit, whichever occurs first.

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SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.1 Customer Deposits (continued)

(D) Return of Deposit

A deposit will be returned:

- When an application for Service has been canceled prior to the establishment of Service; or
- Upon discontinuance of Service; or
- Upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods.

The deposit with accrued interest shall be promptly refunded or credited against charges stated on subsequent bills. Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

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SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.2 Advance Payments

Customers and Applicants who, in the Company's judgment, present an undue risk of non-payment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required advance payments or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors:

- (A) the Customer's or Applicant's payment history (if any) with the Company and its affiliates;
- (B) Customer's ability to demonstrate adequate ability to pay for the Service;
- (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available;
- (D) information relating to Customer's management, owners, and affiliates (if any); and
- (E) the Applicant's or Customer's actual long distance usage (for Data Services, the actual Data Service charges).

The Company does not pay interest on advance payments.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill

2.9.1 General

- (A) The Company uses cycle billing. The billing period is one (1) month. Except for fraud, charges may be assessed for unbilled traffic or Data Services up to two (2) years in arrears.
- (B) The Company uses LEC billing. The Company may also utilize direct billing by the Company or an authorized billing agent. The availability of the billing option is controlled by the Company not the Customer.
- (C) If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- (D) In instances where the Company orders Dedicated Access as an agent for the Customer, the Company will become the customer-of-record with the Local Access Provider. The Company will bill the Customer on a pass-through basis.

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.1 General (continued)

- (E) Where billing systems allow, Credit Card billing and automatic withdrawal from the Customer's checking or savings account are available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash.
- (F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month.
- (G) For the purpose of computing partial-month charges, a month is considered to consist of thirty days. If the Company has ordered Dedicated Access as an agent of the Customer, the Company will not cease billing the Special Access Surcharge until the Company receives the Exemption Certificate (as defined herein) from the Customer and the Local Access Provider acknowledges receipt of the Customer's Exemption Certificate.

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.1 General (continued)

- (H) Any Applicant for Service that was furnished Service under a former contract with the Company shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such Service, before any additional Service will be furnished.
- (I) In the event that the Company's ability to commence or to continue to provide Service in a timely manner is delayed or interrupted because of the non-performance by the Customer of any obligation set forth in this Tariff, the Customer shall pay to the Company amounts equal to the monthly recurring charges which would have been paid had the Company been able to commence or to continue to provide Service.
- (J) 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.
- (K) Depending on where and under what name the Company provides Service, the Company's applicable business name will precede the tariffed service name on the Customer's bill.

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company And/Or Authorized Billing Agent

(A) LEC Billing

- .1 The Company utilizes LEC billing. With LEC billing, the Customer's charges for the Company's Services are billed on a separate page from the Customer's bill for local service. Call detail is available with the bill. If LEC billing is utilized, the rules and regulations applying to rendering and payment of bill and late charges are the same as covered in the applicable LEC tariff.
- .2 A Customer subscribing to outbound Service(s) that are LEC-billed may have multiple WTNs reported on the same BTN. A Customer subscribing to TFS may have multiple TFS Numbers associated with the same BTN.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company Or Authorized Billing Agent (continued)

(B) Other Billing Arrangements

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. For usage sensitive Switched Services, call detail is available with the bill. Payment in full is due by the due date disclosed on the bill. The Customer will have at least twenty-one (21) days from the rendition of a bill to pay the charges stated. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of \$5.00 or 1.5% per month, whichever is greater. The one-time penalty shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in favor of the Company. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's late payment charge applies.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company Or Authorized Billing Agent (continued)

(C) Credit Card Billing

With Credit Card billing, the charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill. Call detail will be provided by the Company in a separate mailing.

(D) Automatic Withdrawal From Checking or Savings Account

If the Customer utilizes automatic withdrawal, the charges for Services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Bill detail will be provided by the Company in a separate mailing.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.3 Special Bill Detail For Customers With MAC/MMC

For Customer's that commit to a MAC or a MMC, the Customer's master bill will contain:

- (A) the Customer's MAC or MMC revenue commitment;
- (B) number of accounts used towards the MAC/MMC;
- (C) the length of the term plan, if applicable, and the term plan agreement end date;
- (D) year-to-date cumulative dollar revenue applicable to the MAC; and
- (E) current period cumulative dollar revenue applicable to the MAC/MMC.

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2.10 Disputed Charges

- 2.10.1 The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company, of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. A Residential Customer may advise the Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to the Company during normal business hours. A Business Customer must advise the Company that all or part of a charge is in dispute by written notice. A dispute must be registered with the Company prior to the delinquent date of the charge for a Customer to avoid termination of Service as provided by this Tariff.
- 2.10.2 Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. If the Company and a Customer fail to resolve a matter in dispute, the Company shall advise the Customer of its right to file an informal or formal complaint with the Commission under 4 CSR 240.070.
- 2.10.3 Failure of the Customer to participate in the Company's effort to resolve a dispute or claim will constitute a waiver of the Customer's rights to a continuance of Service.
- 2.10.4 Customers may contact the Commission in writing at the following address: Missouri Public Service Commission, 200 Madison Street, Suite 100, P. O. Box 360, Jefferson City, Missouri 65102 or via telephone at (800) 392-4211.

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2.11 Customer Service Department

Customer correspondence must be addressed to the attention of the Customer Service Department and sent to the appropriate office. The Customer may also contact the Company's Customer Service Department by calling a toll free number. The Company's Customer Service address and toll free number are printed on the Customer's bill. For Customers subscribing to calling card Service or Prepaid Card Service, the Customer Service number is displayed on the card and provided in the information sent to the Customer with the calling card. For Customers using Credit Card billing or automatic withdrawal from the checking or savings account, the Company's Customer Service address and toll free number are provided with the Customer's bill detail.

2.12 Changes to Rates and Charges

In accordance with Commission rules, the Company may adjust its current rates and charges for Services by filing revised Tariff sheets with the Commission. 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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SECTION 2 - RULES AND REGULATIONS

2.13 Timing of Calls

- 2.13.1 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.
- 2.13.2 On Person-to-Person calls, chargeable time begins when connection is established between the calling person and the particular person or station specified or an agreed alternate.
- 2.13.3 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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2.14 Rate Periods

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.

2.15 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 Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.16 Application of Charges

2.16.1 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 Tariff. 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.

2.16.2 BTN Account Changes

(A) 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.

2.16.3 Monthly Recurring Charges

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

SECTION 2 - RULES AND REGULATIONS

2.17 Taxes and Fees

2.17.1 General

In addition to the charges specifically pertaining to Services, certain federal, state, and local taxes and fees apply to Services. All charges and fees subject to Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval. For Switched Services, these taxes and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. All federal, state, and local taxes and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed as separate line items on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.17 Taxes and Fees (continued)

2.17.2 Tax Exemption Certificate

- (A) In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. New Customers are required to provide the requested documentation at the time Service is ordered.
- (B) Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges.
 - .1 At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and will be responsible for the payment of same until such time as the Company has ceased billing the applicable taxes.
 - .2 The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority.
- (C) Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

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2.18 Interruption of Service

2.18.1 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 Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.18.2 To prevent possible unauthorized, fraudulent, or unlawful use of Service, the Company may initiate Blocking of all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

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SECTION 2 - RULES AND REGULATIONS

2.18 Interruption of Service (continued)

- 2.18.3 No credit for recurring monthly charges will be issued for outages less than twenty-four 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.
- 2.18.4 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 Section 2.3.1 of this Tariff. If the Customer desires a credit for any Service interruption, the Customer must contact the Company. 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. A Customer may contact the Company by written notice, in person, or by a telephone message directed to the Company during normal business hours.

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SECTION 2 - RULES AND REGULATIONS

2.19 Cancellation of Service By Customer

2.19.1 Cancellation of an Existing Service

- (A) A Residential Customer may contact the Company by written notice, in person, or by a telephone message directed to the Company during normal business hours to advise the Company to cancel Service. Unless a Business Customer has signed a term plan agreement, the Company may require the Business Customer to give thirty (30) days' written or oral notice to the Company. Written notice should be addressed to the Company's Customer Service Department. Cancellation of the Customer's Service will be effective when the Customer's account status is changed to inactive in the appropriate data base(s).
- (B) For rules and regulations regarding cancellation of a term plan agreement, see Section 2.26 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.19 Cancellation of Service By Customer (continued)

2.19.2 Customer Cancels An Order For Special Facilities or Dedicated Access Arrangements Before Service Begins

If a Customer (1) orders Service requiring special facilities dedicated to the Customer's use or requests that the Company order Dedicated Access arrangements as an agent of the Customer and (2) subsequently cancels its order before Service begins, before completion of the minimum Service period or before completion of some other period mutually agreed upon by the Customer and the Company, the Customer is responsible for all costs incurred expressly on behalf of the Customer by the Company including those costs the Company incurred as an agent of the Customer. If special construction has either begun or has been completed, but Service has not been provided at the time the Customer cancels Service, the Customer is responsible for all construction costs incurred by the Company on the Customer's behalf.

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SECTION 2 - RULES AND REGULATIONS

2.20 Termination of Service By Company

2.20.1 Termination of Service to Residential Customers

Service to Residential Customers will be terminated pursuant to 4 CSR 240-33.070. Service shall not be terminated unless written notice by first-class mail is served on the Residential Customer at least ten (10) days prior to the date of the proposed termination.

2.20.2 Termination of Service to Business Customers

The Company may terminate Service to the Customer upon five (5) days' verbal or written notice to the Customer for any condition listed in Section 2.2.6 of this Tariff. If the Company delivers the notice to the Customer's Premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class or express overnight delivery. The selection of the method of delivery of the notice is made by the Company.

2.20.3 Obligations to Pay

The termination of Service(s) by the Company pursuant to this section 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. 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 2 - RULES AND REGULATIONS

2.21 Restoration of Services

The use and restoration of Services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

2.22 Terminal Equipment

Services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems such as a telephone set, PBX, key system, CSU/DSU, router, or other network termination equipment. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

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SECTION 2 - RULES AND REGULATIONS

2.23 Notices

Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's Premises.

2.24 Lost Or Stolen Calling Card Or PIN

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

2.25 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.

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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments

2.26.1 General

- (A) As a condition of obtaining a specific Service offering or a specific optional pricing plan, a Customer may be required to (1) make a minimum annual revenue commitment (MAC) and sign a term plan agreement or (2) make a minimum monthly revenue commitment (MMC) without signing a term plan agreement.
- (B) By making a MAC or a 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 a MMC.
- (C) By signing a term plan agreement, the Customer commits to remain a Customer of Company for a specified length of time.

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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC

(A) Customer Subscribes To The High Volume Calling Plan

Only revenue associated with High Volume Outbound Calling, High Volume Dedicated Outbound Calling, High Volume Toll Free Calling, High Volume Dedicated Toll Free Calling, and Proprietary Calling Card - Option 3 contributes towards meeting the MAC or MMC. If a Customer subscribes to other inbound, outbound or calling card Services, the revenue will not be counted when calculating whether or not the Customer has met the MAC or MMC commitment for the High Volume Calling plan.

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

- .a 1+ outbound domestic and international usage;
- .b domestic inbound usage and usage charges associated with Canadian Toll Free Service;

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(A) Customer Subscribes To The High Volume Calling Plan (continued)

.1 (continued)

- .c domestic and international usage and call placement charges for fully automated calling card calls billed to the Proprietary Calling Card - Option 3;
- .d domestic and international usage and call placement charges for Operator Toll Assistance Services (fully automated and operator handled);
- .e per call charges associated with Toll Free Service;
- .f payphone origination charge; and
- .g any credits associated with a qualified usage item.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(A) Customer Subscribes To The High Volume Calling Plan (continued)

- .2 Charges associated with directory assistance Service, monthly recurring charges and one time charges and taxes, reductions because of promotions (free minutes or reduced price per minute), and good will 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 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(A) Customer Subscribes To The High Volume Calling Plan (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. See Section 2.27 of this Tariff for explanation of Aggregation ID.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC

(B) Customer Subscribes To Business Long Distance 50 or Business Long Distance 200

For Customers subscribing to Business Long Distance 50, only revenue associated with Business Long Distance 50 and Proprietary Calling Card - Option 2 contributes towards meeting the MMC or MAC. For Customers subscribing to Business Long Distance 200, only revenue associated with Business Long Distance 200 and Proprietary Calling Card - Option 2 contributes towards meeting the MMC or MAC. If a Customer subscribes to other inbound, outbound or calling card Services, the revenue will not be counted when calculating whether or not the Customer has met the MMC or MAC commitment associated with Business Long Distance 50 or Business Long Distance 200.

.1 A MMC or MAC 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;

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(B) Customer Subscribes To Business Long Distance 50 or Business Long Distance 200 (continued)

.1 (continued)

- .c domestic and international usage and call placement charges for fully automated calling card calls billed to the Proprietary Calling Card - Option 2;
- .d per call charges associated with Toll Free Service;
- .e payphone origination charge; and
- .f any credits associated with a qualified usage item.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(B) Customer Subscribes To Business Long Distance 50 or Business Long Distance 200 (continued)

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

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.3 Shortfall Penalties

(A) Unmet MAC

If a Customer subscribing to High Volume Calling, Business Long Distance 50 or Business Long Distance 200 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.

(B) Unmet MMC

- .1 If a Customer subscribing to High Volume Calling 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. If a Customer subscribing to Business Long Distance 50 or Business Long Distance 200 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 for the billing cycle in which the shortfall occurred.
- .2 Customers subscribing to High Volume Calling and making a MMC will be given up to a three (3) month no penalty period for usage ramp up before any shortfall penalty is assessed. If a Customer subscribing to High Volume Calling subscribes to a 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 no penalty period.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.4 Change in MAC/Term Plan Commitment

(A) Change In MAC and No Change in Length of Term Plan

.1 Higher MAC

If the Customer changes to a higher MAC and does not change the length of the term plan agreement, no penalty applies and no new term plan agreement is required. To calculate the adjusted annual MAC, prorate the old MAC and prorate the new MAC.

.2 Lower MAC

If the Customer changes to a lower MAC and does not change the length of the term plan agreement, a penalty will be assessed. The penalty is equal to the difference between the qualified usage toward the current MAC and the unmet MAC in the current year. A new term plan agreement must be signed by the Customer with new begin\end dates.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.4 Change in MAC/Term Plan Commitment (continued)

(B) Change In MAC and Change in Length of Term Plan

.1 Higher MAC and Longer Term Plan Commitment

If the Customer changes to a higher MAC and a longer term plan commitment, no penalty applies. A new term plan must be signed by the Customer with new begin\end dates.

.2 Lower MAC and Shorter Term Plan Commitment

If the Customer changes to a lower MAC and a shorter term plan commitment, a penalty will be assessed. The penalty will be the difference between (number of years in old term plan times old MAC) minus (total usage accumulated to date in the current MAC year). A new term plan must be signed by the Customer with new begin\end dates.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.4 Change in MAC/Term Plan Commitment (continued)

(B) Change In MAC and Change in Length of Term Plan (continued)

.3 Lower MAC and Longer Term Plan Commitment

If the Customer changes to a lower MAC and a longer term plan, a penalty may apply. The old MAC/term plan revenue commitment will be compared to the new MAC/term plan revenue. If the new MAC/term plan total revenue commitment for the length of the term plan agreement is greater than the old MAC/term plan total revenue commitment for the length of the term plan agreement, no penalty applies. If the new MAC/term revenue commitment is less than the old MAC/term commitment, a penalty applies. The penalty is equal to the difference between the old MAC/term plan revenue commitment and the new MAC/term plan revenue commitment. A new term plan must be signed by the Customer with new begin\end dates.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.4 Change in MAC/Term Plan Commitment (continued)

(B) Change In MAC and Change in Length of Term Plan (continued)

.4 Higher MAC and Shorter Term Plan Commitment

If the Customer changes to a higher MAC and a shorter term plan, a penalty may apply. The old MAC/term plan revenue commitment for the length of the term plan agreement will be compared to the new MAC/term plan revenue commitment for the length of the term plan agreement. If the new MAC/term plan revenue commitment is greater than the old MAC/term plan revenue commitment, no penalty applies. If the new MAC/term revenue commitment is less than the old MAC/term commitment, a penalty applies. The penalty is equal to the difference between the old MAC/term plan revenue commitment and the new MAC/term plan revenue commitment. A new term plan must be signed by the Customer with new begin/end dates.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.4 Change in MAC/Term Plan Commitment (continued)

(C) Change in Length of Term Plan and No Change in MAC

.1 Longer Term Plan Commitment

If the Customer changes to a longer term plan commitment with no change to the MAC, no penalty applies. A new term plan must be signed by the Customer with new begin\end dates.

.2 Shorter Term Plan Commitment

If the Customer changes to a shorter term plan commitment and does not change the MAC, a penalty will be assessed. The penalty will be the difference in the old MAC level minus the current year's MAC usage accumulation to date, plus any full years of MAC remaining on the old MAC term commitment. A new term plan must be signed by the Customer with new begin\end dates.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.5 MMC Changes

(A) Change to Lower MMC

A Customer who changes to a lower revenue commitment may opt to implement the change in the middle of its bill cycle or may opt to make the change effective on the first day of the next bill cycle. If a Customer opts to implement the change in the middle of its billing cycle, a shortfall penalty applies for the unmet MMC for that billing cycle if applicable.

(B) Change MMC to MAC

A Customer may change from a MMC to a MAC at any time during the billing cycle. The MMC will end and no penalty applies. A term plan must be signed by the Customer with new begin\end dates. The MAC will start on the date requested by the Customer.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.6 Cancellation of Term Plan

(A) MAC Has Been Met

If the Customer cancels a term plan in the last year of that term plan and the Customer has met the MAC for that year, no term plan cancellation penalty applies.

(B) MAC Has Not Been Met

If the Customer cancels a term plan and the MAC has not been met for the current year or for any additional years remaining in the term plan agreement, the cancellation penalty is equal to the unmet MAC for the current year and the unmet MAC for each of the additional years remaining on the term plan agreement.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.7 Start Date and End Date

(A) MAC

MAC is calculated on the Customer's yearly anniversary date or end date of the term agreement commitment.

(B) MMC

MMC is calculated on the Customer's monthly anniversary date.

(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 penalties, if any, will be based on the begin and end date of the term without regard to the billing cycle.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.8 Term Plan Renewal

Ninety (90) days prior to the expiration of a Customer's term plan agreement, the Company will notify the Customer advising the Customer the date the term plan expires. If the Business Customer does not notify the company in writing of its intent to cancel the existing term plan agreement, the term plan agreement will automatically renew on the expiration date of the term plan agreement for the same MAC and length of term plan. Within thirty (30) days of the automatic renewal date of a term plan agreement if the Customer provides written notice to the Company that the Customer wishes to cancel the new term plan agreement, the Company will waive all term plan cancellation penalties.

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SECTION 2 - RULES AND REGULATIONS

2.27 Aggregation Grouping

- 2.27.1 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.
- 2.27.2 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.
- 2.27.3 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 LEC-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, there is a requirement that at least one POTS telephone number be presubscribed to the Company if LEC billing is to be utilized.
- (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 3 - DESCRIPTION OF SERVICES

3.1 Operator Toll Assistance Services

3.1.1 General

Operator Toll Assistance Services include a variety of billing options. Callers may use Operator Toll Assistance Services to place intrastate calls from their presubscribed telephone line or when away from their established primary Service location. Calls can originate from either tone-generating or rotary-dial instruments. Unless otherwise indicated in this Tariff, all calls are billed in increments of one (1) minute subject to a minimum connect time (initial period) of one (1) minute. Operator Toll Assistance Services are consistent with 4 CSR-240.33.130 and 392.515 RSMo.

3.1.2 Availability

Service is available to a Customer that subscribes to any of the Company's calling card or outbound Service offerings and Casual Callers that dial one of the Company's Toll Free Access Numbers.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.3 Access Method

- (A) For Customers that subscribe to any of the Company's outbound Services that requires Dedicated Access to reach the long distance network, access to Operator Toll Assistance Service will be blocked from the Customer's DVA lines. Callers dialing one plus (1+) one of the Company's Toll Free Access Numbers over Switched Access lines will hear recorded messages that guide the caller. Callers may elect to use any of the billing options described in Section 3.1.5 (A), 3.1.5 (B) or 3.1.5 (C) of this Tariff or may reach the operator for assistance. Callers placing a call from a tone-generating telephone may select one of the various Operator Toll Assistance Services options by pressing the appropriate key on their tone-generating telephone. The call will default to an operator for assistance if (1) the call originates from a rotary telephone or (2) the call originates from a tone-generating telephone and the caller fails to make a selection on its keypad.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.3 Access Method (continued)

(B) Unless otherwise indicated in this Tariff, callers placing calls over Switched Access lines may also place Operator Toll Assistance Services from Off-Net locations by dialing:

- .1 101XXXX + 0 and follow the prompts
- .2 101XXXX + 00 and follow the prompts
- .3 101XXXX + 0 + called number
- .4 00 from a presubscribed telephone line and follow the prompts
- .5 0+ the called number from a presubscribed telephone line

(C) Unless otherwise indicated in this Tariff, callers may also place Operator Toll Assistance Services from On-Net locations by dialing:

- .1 00 from a presubscribed telephone line and request the long distance operator to complete the call or
- .2 0+ the called number from a presubscribed telephone line.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.4 Completion Type

- (A) Station-to-Station: Any operator-handled call whereby the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.
- (B) Person-to-Person: Any operator-handled call whereby the person originating the call specifies to the operator a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options

(A) Calling Cards

This is a billing option which enables the Customer to charge a call to an authorized calling card number. Calling card rates and charges apply to all calls that both originate and terminate in the State regardless of the location of the billed Customer. Access to the long distance network for the purpose of billing a call to the Customer's calling card can be from tone-generating or rotary-dial instruments. For Customers that subscribe to any of the Company's outbound Services that require Dedicated Access to reach the long distance network, access to Toll Free Access Numbers will be blocked from the Customer's DVA lines. Calling card calls may be completed via Group 1 Toll Free Access Numbers or Group 2 Toll Free Access Numbers.

.1 LEC Card

- .a The Company will accept any valid LEC calling card that uses the LIDB verification system. The LEC ensures the availability of features and enables the card features. Charges associated with the LEC Card will be billed by the LEC with the Customer's bill for local exchange service.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options (continued)

(A) Calling Cards (continued)

.1 LEC Card (continued)

- .b If a Customer completes a call via a Group 1 Toll Free Number and bills a call to a calling card issued by a LEC that uses the Line Information Data Base verification system, the rates and charges contained in Section 4.1.1 (A) of this Tariff apply as appropriate.
- .c If a Customer completes a call via a Group 2 Toll Free Number and bills a call to a calling card issued by a LEC that uses the LIDB verification system, the rates and charges contained in Section 4.1.1 (B).1 and Section 4.1.2 (A), (B), and (C) of this Tariff apply as appropriate.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options (continued)

(A) Calling Cards (continued)

.2 Proprietary Calling Card

.a Description

This is a billing option which enables the Customer to charge a call to an authorized calling card number. Calling card rates and charges apply to all calls that both originate and terminate in the State regardless of the location of the billed Customer. Access to the long distance network for the purpose of billing a call to the Customer's calling card can be from tone-generating or rotary-dial instruments. The Toll Free Access Numbers associated with the Proprietary Calling Card are the Group 2 Toll Free Numbers.

.b Availability

The issuance of the Proprietary Calling Card is dependent on the Customer having a presubscribed BTN/BAN or dedicated trunk group BAN. The card is not available on a stand alone basis. Customer may elect one of three optional plans. Customers subscribing to Option 1 or Option 2 will be LEC billed. Customers subscribing to Option 3 will be direct-billed.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options (continued)

(A) Calling Cards (continued)

.2 Proprietary Calling Card (continued)

.b Availability (continued)

- .i Option 1 is available to Residential Customers that subscribe to one of the Company's outbound Service offerings that require Switched Access to reach the long distance network. The Customer must select the Company as its presubscribed long distance service provider for the provision of interstate outbound calling. The Customer must have a minimum of one line presubscribed to the Company.
- .ii Option 2 is available to Business Customers that subscribe to one of the Company's outbound Service offerings that require Switched Access to reach the long distance network. The Customer must select the Company as its presubscribed long distance service provider for the provision of interstate outbound calling. The Customer must have a minimum of one line presubscribed to the Company.
- .iii Option 3 is available to Business Customers that subscribe to one of the High Volume Calling plans for the provision of inbound or outbound Service.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options (continued)

(A) Calling Cards (continued)

.2 Proprietary Calling Card (continued)

.c Features

- .i The Proprietary Calling Card is available in English. Depending on the Customer's location, the card may be available in languages other than English. The Company determines which languages are available at any point in time.
- .ii Customers may select from various calling card features such as PIN level restrictions for blocking international calls when available, speed dialing which allows a caller to dial subsequent calls without re-entering the card number and PIN, conference calling which allows the caller to add up to six (6) additional callers on the call. Unless otherwise indicated by the Customer, the PIN is printed on the card. The card number is always ten (10) digits plus a four (4) digit PIN. Upon the initial request for the card, the Customer will receive a card with a PIN printed on the card. The PIN will be randomly generated. However, the Customer has the option of changing the PIN to one selected by the Customer. The Customer will be able to define restriction features at the PIN level.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options (continued)

(A) Calling Cards (continued)

.2 Proprietary Calling Card (continued)

.c Features (continued)

.iii Option 1

Unless otherwise indicated by the Customer, the Customer's name will be printed on the Card.

Option 2

Unless otherwise indicated by the Customer, the Customer's name will be printed on the Card.

Option 3

The Customer has a choice of one of the following:

- no name printed on the card
- company name printed on the card
- employee name printed on the card

If the Customer does not specify an option, the company's name will be printed on the card.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options (continued)

(A) Calling Cards (continued)

.2 Proprietary Calling Card (continued)

.d Initial and Additional Periods

.i Option 1

All calls are billed in increments of one (1) minute subject to a minimum connect time (initial period) of one (1) minute.

.ii Option 2

All calls are billed in increments of six (6) seconds subject to a minimum connect time (initial period) of thirty (30) seconds.

.iii Option 3

For Customers subscribing to Option 3 and signing a term plan agreement and making a MAC, calls are billed in increments of one (1) second subject to a minimum connect time (initial period) of eighteen (18) seconds. For Customers subscribing to the Proprietary Calling Card - Option 3 and signing a term plan agreement and making a MMC, calls are billed in increments of six (6) seconds subject to a minimum connect time (initial period) of eighteen (18) seconds.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options (continued)

(A) Calling Cards (continued)

.2 Proprietary Calling Card (continued)

.e Access Methods

Callers may bill calls to their Proprietary Calling Card by dialing:

- .i any Group 2 Toll Free Number; or
- .ii 00 from a presubscribed telephone line and request the long distance operator complete the call; or
- .iii 0+ the called number from a presubscribed telephone line.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options (continued)

(A) Calling Cards (continued)

.2 Proprietary Calling Card (continued)

.f Rates and Charges

Only usage charges apply for fully automated Proprietary Calling Card - Option 3 calls. Usage charges and per call charges apply for all other call types billed to the Proprietary Calling Card. For per call and usage charges see Section 4.1.1 (B).2 of this Tariff.

.g LIDB

If a Customer completes a call via a Group 2 Toll Free Number and bills a call to a calling card issued by a LEC that uses the LIDB verification system, see Section 4.1.1 (B).1 of this Tariff.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options (continued)

(B) Collect

This is a billing option where the called party is verbally asked if they will pay for the call. If accepted the call is completed, the called party is billed for the call. Calls may be billed to domestic numbers only.

(C) Third Number

This is a billing option where a long distance call may be charged to a telephone number other than the originating telephone number or the telephone number of the called party. Prior to completing the call, the operator will determine whether or not the charges are authorized to be billed to the third number. Calls may be billed to domestic numbers only.

(D) Sent Paid

This is a billing option where the Customer originating the call pays for the call by having the call billed to the originating telephone number. This billing option will initially be restricted to non-coin origination.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.6 Level of Automation

Operator Toll Assistance Services calls may be completed with or without assistance of an operator. There are three (3) levels of automation for Operator Toll Assistance Services. They are:

(A) Operator Dialed

An operator dialed call occurs when the person originating the call has the ability to dial all the digits necessary for call completion but instead asks the long distance operator to place the call. The operator dials the called number and the billing number. The operator dialed per call charge applies.

The rates for the operator dialed per call charges in Section 4.1.1 or Section 4.1.2 of this Tariff apply to: Station-to-Station and Person-to-Person calls when the caller has the ability to dial all the digits necessary for call completion but instead asks the long distance operator to place the call. The operator dialed per call charge will not be applied to:

- (1) a call that cannot be completed by the caller due to equipment failure or trouble on the long distance network or
- (2) a call placed by a party identified as disabled and as a result of that disability cannot complete the call.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.6 Level of Automation (continued)

(B) Operator Assisted

An operator assisted call occurs when the person originating the call reaches an operator by utilizing an access method that involves dialing the called telephone number, but the operator collects the billing information to complete the call.

(C) Fully Automated

A fully automated call occurs when the person originating the call dials zero plus (0+) from a presubscribed line or one plus (1+) a Toll Free Access Number, plus the called telephone number, and then inputs the billing information as instructed by the automated call completion system. This call is completed without any assistance from an operator.

The fully automated rate also applies if a call:

- placed by a party identified as disabled and as a result of that disability cannot complete the call and the caller requests operator assistance for call completion or
- cannot be completed by the caller due to equipment failure or trouble on the long distance network and the caller requests operator assistance for call completion.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.7 Application of Charges

- (A) There are two (2) rate elements which apply to Operator Toll Assistance Services, a usage charge and a per call charge. The rates for a particular call are determined by the following criteria: (i) access method, (ii) completion type (Station-to-Station or Person-to-Person), (iii) billing option selected (calling card, collect, third number, or sent paid) and (iv) level of automation used (operator dialed, operator assisted, or fully automated).
- (B) If a Customer, End User, or Casual Caller completes an Operator Toll Assistance Service call by dialing one plus (1+) any of the Group 1 Toll Free Numbers, the rates and charges contained in Section 4.1.1 (A) of this Tariff apply. If a Customer, End User, or Casual Caller completes an Operator Toll Assistance Services call by dialing one plus (1+) any of the Group 2 Toll Free Numbers, the rates and charges contained in Section 4.1.1 (B) of this Tariff apply.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.7 Application of Charges (continued)

- (C) If a Customer or End User completes an Operator Toll Assistance Service call via any Operator Toll Assistance Service access method described in Section 3.1.3 (B) or 3.1.3 (C) of this Tariff, the rates and charges contained in Section 4.1.2 of this Tariff apply to intrastate InterLATA calls and applies to intrastate IntraLATA service.
- (D) If a Casual Caller completes an Operator Toll Assistance Service call via any Operator Toll Assistance Services access method described in Section 3.1.3 (B).1, 3.1.3 (B).2 or 3.1.3 (B).3 of this Tariff, the rates and charges contained in Section 4.1.2 of this Tariff apply to InterLATA and IntraLATA calling.
- (E) If a Customer, End User or Casual Caller completes an Operator Toll Assistance Service call via any of the Group 1 Toll Free Access Numbers, this Tariff applies to intrastate InterLATA calling and applies to intrastate IntraLATA calls. If a Customer, End User or Casual Caller completes an Operator Toll Assistance Service call via any of the Group 2 Toll Free Access Numbers, this Tariff applies to both intrastate InterLATA and intrastate IntraLATA calls.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Directory Assistance Services

3.2.1 General

Directory Assistance Service allows the Customer, End User or Casual Caller to request the telephone number or area code of a party located within the State but outside of the Customer's local calling area. The Directory Assistance operator provides assistance in locating business, residence, and government listings.

3.2.2 Availability

Assistance in obtaining an intrastate Directory Assistance listing is available to any Customer that has access to the Directory Assistance bureau via one of the access methods described in Section 3.2.3 of this Tariff. The following types of calls are not permitted to directory assistance:

- Person-to-Person
- Collect

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SECTION 3 - DESCRIPTION OF SERVICES

3.2 Directory Assistance Services (continued)

3.2.3 Access Methods

(A) General

Calls to directory assistance may be completed on a fully automated basis or may be completed with the assistance of an operator.

- .1 Customers who presubscribe to any of the Company's outbound Service offerings that utilize Switched Access to reach the long distance network may reach Directory Assistance on their presubscribed line by dialing:

- .1 1 + area code + 555-1212
- .2 0 + area code + 555-1212
- .3 00 and request the long distance operator to connect the caller to Directory Assistance
- .4 one of the Company's Toll Free Access Numbers and request the long distance operator to connect the caller to Directory Assistance or by dialing the area code + 555-1212.

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SECTION 3 - DESCRIPTION OF SERVICES

3.2 Directory Assistance Services (continued)

3.2.3 Access Methods (continued)

(A) General (continued)

- .2 For Customers that subscribe to any of the Company's outbound Services that require Dedicated Access to reach the long distance network, the Customer or End User may reach Directory Assistance Service from the Customer's DVA lines by dialing 1+NPA+555-1212. Directory Assistance Service is blocked via all other access methods.
- .3 Customers, End Users, and Casual Callers may also reach directory assistance by dialing one of the Company's Toll Free Access Numbers. The call may be completed on a fully automated basis by dialing the area code + 555-1212. The caller may also request the long distance operator to connect the caller to Directory Assistance.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Directory Assistance Services (continued)

3.2.3 Access Methods (continued)

(B) Call Originates From Off-Net Location

Unless otherwise specified in this Tariff, Customers, End Users or Casual Callers may also reach Directory Assistance via the following access methods:

- .1 101XXXX + 0 + area code + 555-1212
- .2 101XXXX + 1 + area code + 555-1212
- .3 101XXXX + 00 and requesting the long distance operator to connect the caller to Directory Assistance
- .4 1+ area code + 555-1212
- .5 0+ area code + 555-1212
- .6 00 and request the long distance operator to connect the caller to Directory Assistance
- .7 one of the Company's Toll Free Access Numbers and request the long distance operator to connect the caller to Directory Assistance or by dialing the area code + 555-1212

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SECTION 3 - DESCRIPTION OF SERVICES

3.2 Directory Assistance Services (continued)

3.2.3 Access Methods (continued)

(C) Call Originates From On-Net Location

Customers, End Users or Casual Callers may also reach Directory Assistance via:

- .1 1+ area code + 555-1212
- .2 0+ area code + 555-1212
- .3 00 and request the long distance operator to connect the caller to Directory Assistance
- .4 one of the Company's Toll Free Access Numbers and request the long distance operator to connect the caller to Directory Assistance or by dialing the area code + 555-1212.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Directory Assistance Services (continued)

3.2.4 Features

(A) Multiple Listings

Customers may receive up to two listings per request to Directory Assistance. Regardless of the access method used by the caller to reach Directory Assistance, the two listings requested by the caller may be for telephone numbers located within different area codes.

(B) Automated DACC

Automated DACC provides the caller an option of having an interactive automated system complete a call to the called telephone number listing received from Directory Assistance without the caller hanging up and originating a new call.

- .1 The Company will offer Automated DACC only where technical capability exists to terminate the call.
- .2 For Customers that subscribe to any of the Company's outbound Services that require Dedicated Access to reach the long distance network, access to Automated DACC is blocked from the Customer's DVA lines.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Directory Assistance Services (continued)

3.2.4 Features (continued)

(B) Automated DACC (continued)

- .3 For Customers that subscribe to any of the Company's outbound Services that require Switched Access to reach the long distance network, Automated DACC is available for Directory Assistance accessed via 1 + area code + 555-1212. Automated DACC is blocked via all other access methods.
- .4 Automated DACC calls may not be completed via Group 1 Toll Free Numbers or Group 2 Toll Free Numbers.
- .5 When two directory listings are requested, Automated DACC is available for completing the call to the first or second listing.
- .6 Once the caller is provided the desired telephone number, the caller is offered call completion.
- .7 Manual completion of the call from the Directory Assistance operator is not available.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Directory Assistance Services (continued)

3.2.4 Features (continued)

(C) Call Completion By Long Distance Operator

Manual call completion may be required for disabled callers or for callers that originate calls from rotary telephones. These callers should contact the long distance operator for connection to the Directory Assistance operator and request the long distance operator stay on the line to complete the call.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Directory Assistance Services (continued)

3.2.5 Application of Charges

(A) Directory Assistance Charges

- .1 Directory Assistance charges apply whether or not the Directory Assistance operator furnishes the requested telephone number(s) (e.g., the requested telephone number is unlisted, non-published or no record can be found).
- .2 Customers will be billed a charge for each request of two listings or portion thereof.
- .3 Directory Assistance charges may be billed to the originating number or to an alternate billing option such as third number or a calling card. Calls placed to Directory Assistance with alternate billing will incur both the Directory Assistance charge as well as the per call charge for the alternate billing option.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Directory Assistance Services (continued)

3.2.5 Application of Charges (continued)

(A) General (continued)

.4 Any calls to Directory Assistance utilizing an operator will be billed the Directory Assistance charge plus the applicable operator services per call charges. If the Customer reaches a long distance operator and the long distance operator connects the Customer to Directory Assistance, the following charges apply:

- .a Directory Assistance charge pursuant to Section 4.2 of this Tariff and
- .b operator dialed per call charge pursuant to Section 4.1.1 or Section 4.1.2 of this Tariff.

If the long distance operator stays on the line to complete the call for the caller, usage charges also apply pursuant to Section 4.1.1 or Section 4.1.2 of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Directory Assistance Services (continued)

3.2.5 Application of Charges (continued)

(B) Automated DACC

The Automated DACC charge applies in addition to the Directory Assistance per-call charge if the caller accepts the offer. The Automated DACC charge will not apply if the call is not completed. The DACC charge and the associated usage charges for the completed call will be billed using the same billing option used for the originating call to Directory Assistance. For rates and charges, see Section 4.2 of this Tariff for the DACC charge. In addition to the DACC charge, the Customer will be billed the directory assistance charge and the appropriate usage charge.

SECTION 3 - DESCRIPTION OF SERVICES

3.3 Reserved for future use.

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SECTION 3 - DESCRIPTION OF SERVICES

3.4 Outbound Services-Switched Access

3.4.1 MTS

MTS is an intercity long distance Service available to Customers seven (7) days per week, twenty-four (24) hours per day, 365 days per year. With MTS, calls are originated from other than a public or semipublic coin telephone. The desired telephone number is dialed, the call is completed without the assistance of a live or automated operator, and the call is not billed to a number other than the originating number. Calls originate on switched facilities provided by LECs, CLECs or authorized access providers. MTS is available to Residential Customers and Business Customers that presubscribe to the Company for long distance Service. If a Customer presubscribes to the Company for the provision of outbound long distance Service and does not select one of the Company's optional price plans, the Company will provision MTS Service on the Customer's initial order for Service. If a Residential Customer subscribes to the Company's interstate Automatic Savings Plan, the Company will provision MTS Service for intrastate calling. Charges are usage sensitive and vary by day-of-week and time-of-day. Calls are billed in one (1) minute increments, with a minimum call duration of one (1) minute. Peak and off peak rates apply. The peak rate period is 8:00 a.m. to but not including 5:00 p.m., Monday through Friday. The off-peak rate period is all other times. The off-peak rates apply on the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. With MTS, there is no minimum monthly billing. Calls billed under this Service offering will not qualify for promotional rates.

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SECTION 3 - DESCRIPTION OF SERVICES

3.4 Outbound Services-Switched Access (continued)

3.4.2 Standard MTS

Standard MTS is an outbound only, Flat Rate, long distance Service for Casual Callers. Casual Callers can access the Service by dialing 101XXXX + 1 + area code + the called number. All calls are billed in increments of one (1) minute subject to a minimum connect time (initial period) of one (1) minute. Calls billed under this Service offering will not qualify for discounts or promotional rates. This Service is established at the BTN level. If a Customer selects a different price plan for specific WTN(s), the Customer is required to establish a separate BTN for each variation.

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Outbound Services-Switched Access (continued)

3.4.3 Consumer Outbound Services

For outbound Services provided via a Switched Access arrangement, Residential Customers may subscribe to any of the Company's outbound Service offerings for the provision of (1) intrastate InterLATA and intrastate IntraLATA calling; (2) intrastate InterLATA calling only and select another company for the provision of the Customer's intrastate IntraLATA calling; or (3) intrastate IntraLATA calling only and select another company for the provision of the Customers's intrastate InterLATA calling.

(A) Reserved for future use

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Outbound Services-Switched Access (continued)

3.4.3 Consumer Outbound Services (continued)

(B) Reserved for future use

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Outbound Services-Switched Access (continued)

3.4.3 Consumer Outbound Services (continued)

(C) Reserved for future use

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SECTION 3 - DESCRIPTION OF SERVICES

3.4 Outbound Services-Switched Access (continued)

3.4.3 Consumer Outbound Services (continued)

(D) Consumer Long Distance Winback

- .1 Consumer Long Distance Winback is an outbound only, Flat Rate, long distance optional pricing plan. This optional calling plan is available to residential Applicants that (1) use Switched Access to reach the long distance network; (2) subscribe to SWBT's local service offering Basics/Works; (3) subscribe to the Company for the provision of interstate and intrastate InterLATA Service; (4) request to be provisioned under this optional pricing plan; and (5) previously subscribed to one of SWBT's local dial tone service offerings or one of SWBT's long distance service offerings and the Customer cancelled service.
- .2 Customers or End Users can access the Service by dialing 1 + area code + the called telephone number.

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SECTION 3 - DESCRIPTION OF SERVICES

3.4 Outbound Services-Switched Access (continued)

3.4.3 Consumer Outbound Services (continued)

(D) Consumer Long Distance Winback (continued)

- .3 All calls are billed in increments of one (1) minute subject to a minimum connect time (initial period) of one (1) minute. This optional pricing plan is established at the BTN level. If a Customer selects a different price plan for specific WTN(s), the Customer is required to establish a separate BTN for each variation.
- .4 Customers subscribing to Consumer Long Distance Winback will be LEC-billed.

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Outbound Services-Switched Access (continued)

3.4.3 Consumer Outbound Services (continued)

(E) Simple Solutions II

- .1 Simple Solutions II is an outbound only, Flat Rate, long distance optional pricing plan. Customers subscribing to Simple Solutions II will be LEC-billed. Simple Solutions II is designed for Residential Customers with a single BTN. Multiple BTN Aggregation is not available with this Service. All calls are billed in increments of one (1) minute subject to a minimum connect time (initial period) of one (1) minute. Simple Solutions II is available to new and existing Residential Customers that (1) use Switched Access to reach the long distance network; (2) subscribe to local service associated with one of the Simple Solutions II packages from SWBT; (3) subscribe to the Company for the provision of intrastate InterLATA Service; and (4) request to be provisioned under this optional pricing plan.
- .2 Customers or End Users can access the Company's long distance Service by dialing 1 + the area code + the called telephone number from their presubscribed telephone line.

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Outbound Services-Switched Access (continued)

3.4.3 Consumer Outbound Services (continued)

(E) Simple Solutions II (continued)

- .3 If a Customer disconnects the local service of SWBT, the Customer will no longer qualify for Simple Solutions II. Unless the Customer selects an alternative optional calling plan upon disconnecting the local service of SWBT, the Customer will be moved to Long Distance II and the rates and charges in Section 4.4.3 (F) of the Tariff will apply in lieu of the rates and charges in Section 4.4.3 (E) of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Outbound Services-Switched Access (continued)

3.4.3 Consumer Outbound Services (continued)

(F) Long Distance II

- .1 Long Distance II is an outbound only, Flat Rate, long distance optional pricing plan. Customers subscribing to Long Distance II will be LEC-billed. Long Distance II is designed for Residential Customers with a single BTN. Multiple BTN Aggregation is not available with this Service. All calls are billed in increments of one (1) minute subject to a minimum connect time (initial period) of one (1) minute. Long Distance II is available to new and existing Residential Customers that (1) use Switched Access to reach the long distance network and (2) request to be provisioned under this optional pricing plan.
- .2 Customers or End Users can access the Company's long distance Service by dialing 1 + the area code + the called telephone number from their presubscribed telephone line.

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Outbound Services-Switched Access (continued)

3.4.3 Consumer Outbound Services (continued)

(G) Domestic Saver

- .1 Domestic Saver is an outbound only, Flat Rate, long distance optional pricing plan. Customers subscribing to Domestic Saver will be LEC-billed. Domestic Saver is designed for Residential Customers with a single BTN. Multiple BTN Aggregation is not available with this Service. All calls are billed in increments of one (1) minute subject to a minimum connect time (initial period) of one (1) minute. Domestic Saver is available to new and existing Residential Customers that (1) use Switched Access to reach the long distance network and (2) request to be provisioned under this optional pricing plan.
- .2 Customers or End Users can access the Company's long distance Service by dialing 1 + the area code + the called telephone number from their presubscribed telephone line.

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Outbound Services-Switched Access (continued)

3.4.3 Consumer Outbound Services (continued)

(H) Long Distance Block of Time 500 Minutes

- .1 Long Distance Block of Time 500 Minutes is an outbound only long distance optional calling plan. This optional calling plan is available to new and existing Residential Customers that use Switched Access to reach the long distance network and request to be provisioned under this optional pricing plan. Customers or End Users can access the Service by dialing 1 + the area code + the called telephone number. All calls are billed in increments of one (1) minute subject to a minimum connect time (initial period) of one (1) minute. This optional pricing plan is established at the BTN level. The Customer may only subscribe to one block of time per BTN. If a Customer selects a different price plan for specific WTN(s), the Customer is required to establish a separate BTN for each variation.

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Outbound Services-Switched Access (continued)

3.4.3 Consumer Outbound Services (continued)

(H) Long Distance Block of Time 500 Minutes (continued)

- .2 For a specified monthly recurring charge, the Customer receives a specific amount (block) of time for placing (1) one plus (1+) Direct-Dialed outbound calls that originate from a line presubscribed to the Company. For a monthly recurring charge, the Customer receives a 500 MOU (block) of intrastate and/or interstate one plus (1+) Direct-Dialed calling. All usage in excess of the selected block of time will be billed at a fixed rate per minute. See Section 4.4.3 (H) of this Tariff for the per minute rate after the block of time has been used. Any minutes not used in a billing cycle will not be carried over to the next billing cycle. No credits will be given for any unused minutes.
- .3 The block of time selected at the time the Customer's order is processed will remain in effect until cancelled or changed by the Customer. Changes to a block of time plan will be effective on the day the Customer's change order is processed. If an existing Customer initially subscribes to the Long Distance Block of Time 500 Minutes in the middle of its billing cycle, the change will be effective on the first day after the Customer's change order is processed.

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Outbound Services-Switched Access (continued)

3.4.4 Business Outbound Services

For outbound Services provided via a Switched Access arrangement, Business Customers may subscribe to any of the Company's outbound Service offerings for the provision of (1) intrastate InterLATA and intrastate IntraLATA calling; (2) intrastate InterLATA calling only and select another company for the provision of the Customer's intrastate IntraLATA calling; or (3) intrastate IntraLATA calling only and select another company for the provision of the Customers's intrastate InterLATA calling.

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SECTION 3 - DESCRIPTION OF SERVICES

3.5 Outbound Services-Dedicated Access

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SECTION 3 - DESCRIPTION OF SERVICES

3.6 Toll Free Services

3.6.1 General

- (A) Toll Free Service is a reverse billed Service that allows the Customer to pay for incoming calls. It permits calls to be completed to the Customer's location without charge to the calling party. Customers may subscribe to TFS with or without the ability to receive intrastate IntraLATA Service from the Company.
- (B) TFS includes: (1) a TFS Number that can be selected by the Customer or randomly generated by the SMS/800 database; (2) an Area of Service selected by the Customer; and (3) various optional features.
- (C) If the Customer does not advise the Company of its choice of a specific Resp Org, the Company will determine which Resp Org will be used.
- (D) Toll Free calls may originate on any type of access and may terminate via DVA lines or Switched Access lines to the Customer's location.

SECTION 3 - DESCRIPTION OF SERVICES

3.6 Toll Free Services (continued)

3.6.2 Application of Charges

Rates and charges apply to all TFS Numbers associated with the Customer's BTN. For an existing Customer who subscribes to TFS in the middle of a billing cycle, monthly recurring charges are prorated based on the amount of time the plan is in effect prior to the first bill.

3.6.3 Optional Features

Optional features are available. A description and the associated rates may be found in the Company's interstate tariff.

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SECTION 3 - DESCRIPTION OF SERVICES

3.6 Toll Free Services (continued)

3.6.4 Rules and Regulations

(A) General

If any of the rules and regulations contained in Section 3.6 of this Tariff, conflict with the rules and regulations contained in Section 2 of this Tariff, the rules and regulations contained in Section 3.6 of the Tariff will apply in lieu of the rules and regulations contained in Section 2 of this Tariff.

(B) Limitations on Service

- .1 TFS is furnished upon the condition that the Customer contracts for adequate facilities to permit the use of this Service without injurious effect upon the Company or any service rendered by Third Party Vendors on behalf of the Company.
- .2 The availability of TFS Numbers from the Company is limited by the Company's ability to obtain TFS Numbers requested by the Customer from the national SMS database.
- .3 If the Company learns that an Applicant or Customer is attempting to sell, barter, trade, or otherwise transfer a TFS Number to another person, the Company may refuse to establish Service or may cancel Service without liability.

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SECTION 3 - DESCRIPTION OF SERVICES

3.6 Toll Free Services (continued)

3.6.4 Rules and Regulations (continued)

(C) Limitations on Liability

- .1 If a Customer's TFS Number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the TFS Number, the Company may, upon written notice, release the TFS Number without liability. Test calling does not constitute use.
- .2 If a TFS Customer is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service without liability. The Company will give the Customer ten (10) calendar days' written notice via certified U.S. Mail of intent to suspend or deny Service due to such non-compliance.
- .3 The Company may terminate or refuse to furnish TFS to any Applicant or Customer, without incurring any liability, if the use of the Service would interfere with or impair any Service offered by the Company.

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SECTION 3 - DESCRIPTION OF SERVICES

3.6 Toll Free Services (continued)

3.6.4 Rules and Regulations (continued)

(C) Limitations on Liability (continued)

- .4 When the failures listed below are due solely to the negligence of the Company, the Company's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures or (b) the sum of \$1,000.00.
 - .a any claim arising out of any and all failings by the Company in connection with the provision of TFS to the Customer, including but not limited to:
 - .i TFS is not made available on the date committed to the Customer or cannot otherwise be made available after acceptance of the Customer's order; or
 - .ii TFS is provided with a number or numbers other than the one(s) committed by the Company to the Customer; or
 - .iii TFS is provided with a number or numbers that are not included in toll free Directory Assistance database or are included in an incorrect form.

SECTION 3 - DESCRIPTION OF SERVICES

3.6 Toll Free Services (continued)

3.6.4 Rules and Regulations (continued)

(D) Use of Service

- .1 Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or TFS Number issued by the Company to its Customers.

SECTION 3 - DESCRIPTION OF SERVICES

3.6 Toll Free Services (continued)

3.6.4 Rules and Regulations (continued)

(E) Obligations of the Customer

- .1 The Company reserves the right to require Customer(s) requesting TFS to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast may be required quarterly after Service is initiated.
- .2 A TFS Customer will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage. The Company reserves the right to request traffic data, which depending on the forecast, may delay Service due to the addition of facilities.
- .3 With respect to any Resp Org service or SMS Resp Org changes the Company provides to the TFS Customer, the Customer will indemnify and hold the Company harmless against any third party claims arising out of the execution of changes requested by the Customer.

SECTION 3 - DESCRIPTION OF SERVICES

3.6 Toll Free Services (continued)

3.6.4 Rules and Regulations (continued)

(F) Reservation of Number(s) for Toll Free Service

.1 The Company will accept a prospective TFS Customer's request for a particular TFS Number and will reserve such number on a first come, first serve basis. A TFS Number so requested, if found to be available, will be reserved for and furnished to the eligible Customer, providing the Customer:

- .a subscribes to Toll Free Service within forty-five (45) days of the reservation of said number; and
- .b provides acceptable credit information; and
- .c uses the Service within an additional ninety (90) day period.

If a Customer who has received a toll free number does not subscribe to and use the Service within the ninety (90) day period specified above, the Company reserves the right to make the number available for use by another Customer in accordance with the terms in this section.

SECTION 3 - DESCRIPTION OF SERVICES

3.6 Toll Free Services (continued)

3.6.4 Rules and Regulations (continued)

(F) Reservation of Number(s) for Toll Free Service (continued)

- .2 If a TFS Number is changed by the Company for conditions beyond its reasonable control, nothing in any provision of this Tariff or in any marketing materials issued by the Company or in any agreement between the Customer and the Company shall give any Customer, Applicant, assignee or transferees any ownership interest or proprietary right in any given TFS Number. An Applicant includes a prospective customer who has reserved a toll free telephone number hereunder.
- .3 A Customer who sells an ongoing operating business for which a TFS Number has been in use may transfer the right to continue to use the TFS Number(s) as long as (1) the Company is able to transfer such number under the Company's servicing agreement with vendors who provide a portion of the Service the Company offers to its Customer and (2) the transferee establishes credit pursuant to Section 2.7.2 of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.6 Toll Free Services (continued)

3.6.4 Rules and Regulations (continued)

(G) Release By the Company of Customer's TFS Number(s) for Porting to Other Carriers

- .1 A Customer may request that the Company release its TFS Number(s) so that another long distance service provider may provide toll free service to a Customer. The Company will participate in porting toll-free numbers only if the account balance is zero and all undisputed charges incurred as a result of the toll-free number have been paid.
- .2 The Company reserves the right to withhold its authorization of such transfer of such Customer's TFS Number(s) until the Customer's indebtedness is resolved to the satisfaction of the terms and conditions of this Tariff and any agreement(s) between the Customer.

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SECTION 3 - DESCRIPTION OF SERVICES

3.6 Toll Free Services (continued)

3.6.4 Rules and Regulations (continued)

(G) Release By the Company of Customer's TFS Number(s) for Porting to Other Carriers (continued)

- .3 The failure of the Customer to fulfill the terms and conditions of any agreement with the Company or the attempt to process a change of long distance service provider for the Customer's TFS Number(s) prior to the completion of a contract's terms and conditions (and/or before all payments and indebtedness have been paid or satisfied) shall cause the ownership of the TFS Number(s) to revert from the Customer to the Company, whereupon such Customer shall no longer possess the right to transfer such TFS Number(s) to any other long distance service provider and whereupon the Company shall have the right to reissue said number(s) at its sole discretion to any other party.
- .4 At the discretion of the Company, a cancelled TFS Number may be reestablished for the same Customer within four (4) months and; therefore, it cannot be selected by another Customer during that four (4) month period. After four (4) months, the TFS Number is returned to the pool where it can be selected by another customer under any Resp Org.

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SECTION 3 - DESCRIPTION OF SERVICES

3.6 Toll Free Services (continued)

3.6.4 Rules and Regulations (continued)

(H) Minimum Service Period

For Customers subscribing to TFS and making a MMC, the minimum Service period is one month. For Customers subscribing to TFS and making a MAC, the minimum Service period is the length of the term plan commitment.

(I) Area of Service Selections

- .1 The originating area may include the United States and the territories of Puerto Rico, the U.S. Virgin Islands, Guam, and Commonwealth of Northern Mariana Islands as well as Canada. The Customer may select this maximum Area of Service or may selectively block an area. Area of Service blocking is dependent on valid ANI being delivered in the network. The Customer's minimum Area of Service must include at least one interstate area.
- .2 Calls placed from outside the Customer's Area of Service will receive an announcement informing the caller that calls cannot be completed from the caller's location. The call will then be terminated.

SECTION 3 - DESCRIPTION OF SERVICES

3.6 Toll Free Services (continued)

3.6.4 Rules and Regulations (continued)

(J) Termination of TFS By Company

If Service is terminated by the Company for violation of this Tariff, the national SMS/800 data base allows the Company to retain control of all TFS Numbers disconnected for up to a 4-month period. If the Customer rectifies the violation to the satisfaction of the Company, the Company may, in its sole discretion, return the number to the control of the Customer. If the Customer does not rectify the violation within three (3) months, the Company may refuse to:

- .1 reconnect the disconnected number for the previous Customer;
- .2 transfer disconnected Customer to a third party identified by the Customer; and
- .3 process any request to change the Resp Org from the disconnected Customer except as indicated in Section 3.6.4 (G) of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.6 Toll Free Services (continued)

3.6.5 Toll Free Service-Switched

(A) General

- .1 Toll free calls are originated from any point in the State on any type of access but are terminated via Switched Access lines to the Customer's location. The Customer's TFS Number terminates on the Customer's POTS number.
- .2 Service(s) are available to Customers who utilize Switched Access to reach the long distance network and whose terminating location has a ten (10) digit voice-grade telephone number.

SECTION 3 - DESCRIPTION OF SERVICES

3.6 Toll Free Services (continued)

3.6.5 Toll Free Service-Switched (continued)

(B) Reserved for future use.

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SECTION 3 - DESCRIPTION OF SERVICES

3.7 Custom Business Services

For outbound Services provided via a Switched Access arrangement, Business Customers may subscribe to any of the Company's outbound Service offerings for the provision of (1) intrastate InterLATA and intrastate IntraLATA calling; (2) intrastate InterLATA calling only and select another company for the provision of the Customer's intrastate IntraLATA calling; or (3) intrastate IntraLATA calling only and select another company for the provision of the Customers's intrastate InterLATA calling. For rules and regulations regarding TFS, see Section 3.6.4 of this Tariff.

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SECTION 3 - DESCRIPTION OF SERVICES

3.7 Custom Business Services

3.7.1 High Volume Calling

(A) General

- .1 High Volume Calling is a custom combination Flat Rate optional pricing plan. There are four Service offerings available under this optional calling plan. High Volume Outbound Calling is an outbound calling plan for Customers that utilize Switched Access to reach the long distance network. High Volume Toll Free Calling is a TFS for Customers that utilize Switched Access to receive calls from the long distance network. High Volume Dedicated Outbound Calling is an outbound calling plan for Customers that utilize Dedicated Access to reach the long distance network. High Volume Dedicated Toll Free Calling is a TFS for Customers that utilize Dedicated Access to receive calls from the long distance network. The Customer may subscribe to High Volume Calling for outbound Service only, TFS only or for both outbound and TFS.
- .2 See Section 3.6 of this Tariff for optional features, rules and regulations, and general information regarding TFS. For Customers utilizing DVA facilities for TFS, High Volume Dedicated Toll Free Calling allows Customers with TFS Number(s) to terminate inbound calls to a Customer-designated DVA facility. Toll free calls may originate on any type of access and are terminated via Switched Access or DVA lines to the Customer's location.

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SECTION 3 - DESCRIPTION OF SERVICES

3.7 Custom Business Services (continued)

3.7.1 High Volume Calling (continued)

(B) Availability

- .1 This optional calling plan is designed for Business Customers that utilize DVA and/or Switched Access arrangements to reach the long distance network. Outbound Service is available to Customers that utilize Switched Access and/or Dedicated Access. TFS is only available for termination to a Customer's Switched Access or DVA lines. The Customer may subscribe to High Volume Calling for outbound Service only, TFS only, or both outbound and TFS.

Customers subscribing to High Volume Outbound Calling or High Volume Dedicated Outbound calling may also subscribe to the Proprietary Calling Card - Option 3 described in Section 3.1.5 (A).2 of this Tariff.

- .2 The High Volume Calling plan is available to Business Customers that (1) request to be provisioned under this optional pricing plan and (2) make a MAC of at least \$600 per year and sign a term plan agreement for one (1), two (2) or three (3) years or commit to a MMC of at least \$50 per month without signing a term plan.

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SECTION 3 - DESCRIPTION OF SERVICES

3.7 Custom Business Services (continued)

3.7.1 High Volume Calling (continued)

(B) Availability (continued)

- .3 If a Centrex/Plexar Customer with terminals subscribes to High Volume Outbound Calling, all lines associated with the Centrex/Plexar terminals must be presubscribed to the Company.
- .4 For Business Customers that subscribe to High Volume Dedicated Outbound Calling or High Volume Dedicated Toll Free Calling, the Customer must (1) use either DS1 Local Access or DS3 Local Access to reach the Company-designated POP and (2) authorize the Company to act as the Customer's agent for ordering the required DVA arrangements from SWBT.

(C) MACs, MMCs, and Term Plan Agreements

See Section 2.26 of this Tariff for rules and regulations applicable to MACs, MMCs and term plan agreements.

SECTION 3 - DESCRIPTION OF SERVICES

3.7 Custom Business Services (continued)

3.7.1 High Volume Calling (continued)

(D) IntraLATA and InterLATA Service Options

- .1 For outbound Services provided via a Switched Access arrangement, Business Customers may subscribe to any of the Company's outbound Service offerings for the provision of (1) intrastate InterLATA and intrastate IntraLATA calling; (2) intrastate InterLATA calling only and select another company for the provision of the Customer's intrastate IntraLATA calling; or (3) intrastate IntraLATA calling only and select another company for the provision of the Customers's intrastate InterLATA calling.
- .2 For TFS, Customers may subscribe to TFS with or without the ability to receive intrastate IntraLATA Service from the Company.
- .3 If the Customer wishes to restrict IntraLATA calling for outbound Service provided via DVA arrangements, it is the Customer's responsibility to route those calls via other access facilities not associated with High Volume Calling.

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SECTION 3 - DESCRIPTION OF SERVICES

3.7 Custom Business Services (continued)

3.7.1 High Volume Calling (continued)

(E) Rating Inbound and Outbound Calls

- .1 The Customer's usage rate for each call is based on (1) whether the call is outbound or inbound TFS; (2) type of originating access (Switched Access or DVA) for outbound calls; (3) type of terminating access (Switched Access or DVA) for TFS calls; (4) the Customer's MMC or MAC; and (5) the length of the Customer's term plan (1 year, 2 years, or 3 years).
- .2 For Customers with a MMC, calls are billed in increments of six (6) seconds subject to a minimum connect time (initial period) of eighteen (18) seconds. For Customers with a MAC, calls are billed in increments of one (1) second subject to a minimum connect time (initial period) of eighteen (18) seconds. This optional pricing plan is rated on an Aggregation ID basis if multiple BTN's are involved.

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3.7 Custom Business Services (continued)

3.7.2 Reserved for future use

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3.7 Custom Business Services (continued)

3.7.3 Reserved for future use

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3.7 Custom Business Services (continued)

3.7.4 Reserved for future use

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3.7 Custom Business Services (continued)

3.7.5 Reserved for future use

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SECTION 3 - DESCRIPTION OF SERVICES

3.7 Custom Business Services (continued)

3.7.6 Business Long Distance 200

(A) Business Long Distance 200 is a custom combination inbound and outbound Flat Rate optional pricing plan available to Business Customers that:

- .1 request to be provisioned under this optional pricing plan;
- .2 utilize Switched Access to reach the long distance network for outbound calling and/or utilize Switched Access to receive calls from the long distance network for TFS; and
- .3 commit to
 - a MMC of \$200 per month or
 - a MAC of \$2,400 and a MMC of \$200 per month.

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SECTION 3 - DESCRIPTION OF SERVICES

3.7 Custom Business Services (continued)

3.7.6 Business Long Distance 200 (continued)

- (B) The Customer may subscribe to Business Long Distance 200 for outbound Service only, TFS only or for both outbound and TFS for a single BTN. Business Customers subscribing to Business Long Distance 200 may also subscribe to the Proprietary Calling Card - Option 2. Fully automated calling card calls are billed at the rates specified in Section 4.7.6 of this Tariff in lieu of the rates and charges specified in Section 4.1.1 (B), Section 4.1.2 (A), and Section 4.1.2 (C) of this Tariff. A per call charge applies in addition to the initial period and additional period charges applicable to the call.
- (C) Toll free calls may originate on any type of access and are terminated via Switched Access to the Customer's location. See Section 3.6 of this Tariff for optional features, rules and regulations, and general information regarding TFS.

SECTION 3 - DESCRIPTION OF SERVICES

3.7 Custom Business Services (continued)

3.7.6 Business Long Distance 200 (continued)

- (D) For outbound Services provided via a Switched Access arrangement, Business Customers may subscribe to Business Long Distance 200 for the provision of (1) intrastate InterLATA and intrastate IntraLATA calling; (2) intrastate InterLATA calling only and select another company for the provision of the Customer's intrastate IntraLATA calling; or (3) intrastate IntraLATA calling only and select another company for the provision of the Customer's intrastate InterLATA calling. For TFS, Customers may subscribe to TFS with or without the ability to receive intrastate IntraLATA Service from the Company.
- (E) The Customer's usage rate for each call is based on whether the Customer has made an MMC or MAC and the length of the Customer's term plan (1 year, 2 years, or 3 years) if applicable.
- (F) For Customers with a MMC, calls are billed in increments of six (6) seconds subject to a minimum connect time (initial period) of eighteen (18) seconds. For Customers with a MAC, calls are billed in increments of one (1) second subject to a minimum connect time (initial period) of eighteen (18) seconds. For rates and charges, see Section 4.7.6 of this Tariff.

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SECTION 3 - DESCRIPTION OF SERVICES

3.7 Custom Business Services (continued)

3.7.7 Long Distance For Business

Long Distance For Business is an optional pricing plan available to Business Customers. This optional calling plan is available to new and existing Business Customers (1) that use Switched Access to reach the long distance network for outbound calling and/or to receive calls from the long distance network for TFS and (2) that request to be provisioned under this optional pricing plan. The rates and charges specified herein provide for a usage sensitive charge. All calls are billed in increments of six (6) seconds subject to a minimum connect time (initial period) of thirty (30) seconds. When ordering Service, the Business Customer must specify if Long Distance for Business is to be used for outgoing calls only, inbound calls only, or both. Customers subscribing to Long Distance for Business may also subscribe to the Proprietary Calling Card - Option 2. Fully automated calling card calls are billed at the rates specified in Section 4.7.7 of this Tariff in lieu of the rates and charges specified in Section 4.1.1 (B), Section 4.1.2 (A), and Section 4.1.2 (C) of this Tariff. A per call charge applies in addition to the initial period and additional period charges applicable to the call. Multiple BTN aggregation is not available with this Service.

SECTION 3 - DESCRIPTION OF SERVICES

3.7 Custom Business Services (continued)

3.7.8 Total Solutions Plus

Total Solutions Plus is an optional pricing plan designed for Business Customers with a single BTN. Multiple BTN Aggregation is not available with this Service. All calls are billed in increments of six (6) seconds subject to a minimum connect time (initial period) of thirty (30) seconds. When ordering Service, the Business Customer must specify if Total Solutions Plus is to be used for outgoing calls only, TFS, or both. Customers subscribing to Total Solutions Plus may also subscribe to the Proprietary Calling Card - Option 2. Fully automated calling card calls billed to the Proprietary Calling Card - Option 2 are billed at the rates specified in Section 4.7.8 of this Tariff in lieu of the rates and charges specified in Section 4.1.1 (B), Section 4.1.2 (A), and Section 4.1.2 (C) of this Tariff. Total Solutions Plus is available to new and existing Business Customers that (1) sign a 1-year term plan agreement; (2) request to be provisioned under this optional pricing plan; (3) utilize Switched Access to receive calls from the long distance network for TFS and/or to reach the long distance network for outbound calling; and (4) subscribe to at least one of the Services associated with SWBT's total solutions package under the terms and conditions of the applicable SWBT tariff. The start of Service date for Total Solutions Plus may be on or after the installation date of the service associated with SWBT's total solution package. If a Customer disconnects any of SWBT's services included in SWBT's total solutions package, the Customer will no longer qualify for Total Solutions Plus. The Customer will be moved to Long Distance for Business and the rates and charges in Section 4.7.7 of the Tariff will apply in lieu of the rates and charges in Section 4.7.8 of this Tariff. For the purpose of determining the Customer's rate per minute, the Customer's price plan will be changed from Total Solutions Plus to Long Distance for Business.

SECTION 3 - DESCRIPTION OF SERVICES

3.7 Custom Business Services (continued)

3.7.9 Business Long Distance 50

(A) Business Long Distance 50 is a custom combination inbound and outbound Flat Rate optional pricing plan available to Business Customers that:

- .1 request to be provisioned under this optional pricing plan;
- .2 utilize Switched Access to reach the long distance network for outbound calling and/or utilize Switched Access to receive calls from the long distance network for TFS; and
- .3 commit to
 - a MMC of \$50 per month or
 - a MAC of \$600 and a MMC of \$50 per month.

For rules and regulations regarding MMC or MAC, see Section 2.26 of this Tariff. This Service is established at the BTN level and is only available for a single BTN.

(B) The Customer may subscribe to Business Long Distance 50 for outbound Service only, TFS only or for both outbound and TFS for a single BTN. Business Customers subscribing to Business Long Distance 50 may also subscribe to the Proprietary Calling Card - Option 2. Fully automated calling card calls billed to the Proprietary Calling Card - Option 2 are billed at the rates specified in Section 4.7.9 of this Tariff in lieu of the rates and charges specified in Section 4.1.1 (B), Section 4.1.2 (A), and Section 4.1.2 (C) of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.7 Custom Business Services (continued)

3.7.9 Business Long Distance 50 (continued)

- (C) Toll free calls may originate on any type of access and are terminated via Switched Access to the Customer's location. See Section 3.6 of this Tariff for optional features, rules and regulations, and general information regarding TFS.
- (D) For outbound Services provided via a Switched Access arrangement, Business Customers may subscribe to Business Long Distance 50 for the provision of (1) intrastate InterLATA and intrastate IntraLATA calling; (2) intrastate InterLATA calling only and select another company for the provision of the Customer's intrastate IntraLATA calling; or (3) intrastate IntraLATA calling only and select another company for the provision of the Customers's intrastate InterLATA calling. For TFS, Customers may subscribe to TFS with or without the ability to receive intrastate IntraLATA Service from the Company.
- (E) The Customer's usage rate for each call is based on whether the Customer has made an MMC or MAC and the length of the Customer's term plan (1 year, 2 years, or 3 years) if applicable.
- (F) For Customers with a MMC, calls are billed in increments of six (6) seconds subject to a minimum connect time (initial period) of eighteen (18) seconds. For Customers with a MAC, calls are billed in increments of one (1) second subject to a minimum connect time (initial period) of eighteen (18) seconds. For rates and charges, see Section 4.7.9 of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.8 Custom Consumer Services

3.8.1 General

For outbound Services provided via a Switched Access arrangement, Residential Customers may subscribe to any of the Company's outbound Service offerings for the provision of (1) intrastate InterLATA and intrastate IntraLATA calling; (2) intrastate InterLATA calling only and select another company for the provision of the Customer's intrastate IntraLATA calling; or (3) intrastate IntraLATA calling only and select another company for the provision of the Customers's intrastate InterLATA calling.

3.8.2 Block of Time: 300 Minutes

- (A) Block of Time: 300 Minutes is a custom combination outbound and calling card long distance optional pricing plan. This optional calling plan is available to new and existing Residential Customers that use Switched Access to reach the long distance network and request to be provisioned under this optional pricing plan.
- (B) Customers or End Users can access the Service by dialing 1 + the area code + the called telephone number.

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SECTION 3 - DESCRIPTION OF SERVICES

3.8 Custom Consumer Services

3.8.2 Block of Time: 300 Minutes

- (C) For a specified monthly recurring charge, the Customer receives a specific amount (block) of time for placing (1) one plus (1+) Direct-Dialed outbound calls that originate from a line presubscribed to the Company and (2) fully automated calling card calls and billing those calls to the Proprietary Calling Card - Option 1. Operator Toll Assistance calls originating from presubscribed lines are not included in the block of time. Operator Toll Assistance calls, other than fully automated calls billed to the Proprietary Calling Card - Option 1, are not included in the block of time. The per call charges shown in Section 4.1.1 (B).2.a of this Tariff apply to all fully automated calling card calls billed to the Proprietary Calling Card - Option 1.
- (D) For a monthly recurring charge, the Customer receives a 300 MOU (block) of intrastate and/or interstate one plus (1+) Direct-Dialed calling and usage generated from fully automated calling card calls billed to the Proprietary Calling Card - Option 1. All usage in excess of the selected block of time will be billed at a fixed rate per minute. See Section 4.8.1 of this Tariff for the per minute rate after the block of time has been used. The Customer may only subscribe to one block of time per BTN. Any minutes not used in a billing cycle will not be carried over to the next billing cycle. No credits will be given for any unused minutes.

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SECTION 3 - DESCRIPTION OF SERVICES

3.8 Custom Consumer Services (continued)

3.8.2 Block of Time: 300 Minutes (continued)

- (E) For Customers also subscribing to Favorite Number, Favorite Number 2, and Favorite Number 3 pursuant to Section 3.4.3 (B) of this Tariff, all MOU applicable to the selected WTN(s) will not deplete (i.e., be accumulated in) the Customer's block of time.
- (F) The block of time selected at the time the Customer's order is processed will remain in effect until cancelled or changed by the Customer. Changes to a block of time plan will be effective on the day the Customer's change order is processed. If an existing Customer initially subscribes to the Block of Time: 300 Minutes in the middle of its billing cycle, the change will be effective on the first day after the Customer's change order is processed.
- (G) For all calls, the initial and additional periods are billed in increments of one (1) minute or a fraction thereof. This optional pricing plan is established at the BTN level. If a Customer selects a different price plan for specific WTN(s), the Customer is required to establish a separate BTN for each variation.

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3.8 Custom Consumer Services (continued)

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SECTION 3 - DESCRIPTION OF SERVICES

3.8 Custom Consumer Services (continued)

3.8.4 Simple Solutions 2500

- (A) Simple Solutions 2500 is a combination outbound and calling card optional pricing plan. Customers subscribing to this optional calling plan pay a monthly recurring charge for up to 2,500 MOU of interstate and/or intrastate calling. MOU which are included in the block of time include (1+) Direct-Dialed outbound MOU that originate from a line presubscribed to the Company and MOU generated from fully automated calling card calls billed to the Proprietary Calling Card - Option 1. Unused MOU may not be carried forward to future months. Per call charges apply for all fully automated calling card calls billed to the Proprietary Calling Card - Option 1 including those calls where the MOU are included in the 2,500 block of time. Outbound calls and fully automated calling card calls billed to the Proprietary Calling Card Option 1 in excess of the 2,500 block are billed at the per minute usage rate shown in Section 4.8.4 of this Tariff.
- (B) For all calls, the initial and additional periods are billed in increments of one (1) minute or a fraction thereof. This optional pricing plan is established at the BTN level. If a Customer selects a different price plan for specific WTN(s), the Customer is required to establish a separate BTN for each variation. Customers will be LEC-billed.

SECTION 3 - DESCRIPTION OF SERVICES

3.8 Custom Consumer Services (continued)

3.8.4 Simple Solutions 2500 (continued)

- (C) This optional calling plan is available to new and existing Residential Customers that (1) use Switched Access to reach the long distance network; (2) subscribe to local service associated with one of SWBT's Simple Solutions packages; (3) subscribe to the Company for the provision of intrastate InterLATA Service; and (4) request to be provisioned under this optional pricing plan.

SECTION 3 - DESCRIPTION OF SERVICES

3.9 Prepaid Card Services

3.9.1 General

- (A) Prepaid Card Service is an outbound voice grade communications service for calls charged to a prepaid card. It allows Customers or End Users to obtain a predetermined amount of access to the Company's long distance services. Prepaid cards are available in various unit or dollar denominations as determined by the Company and are subject to availability. Prepaid Card Service is accessed using a Toll Free Number printed on the card.
- (B) The total price of each prepaid call will be rounded to the nearest cent.
- (C) Customers who request that a customer service representative complete a prepaid card call will be assessed a per call service charge.
- (D) Service includes a combination of telecommunications and non-telecommunications services.

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SECTION 3 - DESCRIPTION OF SERVICES

3.9 Prepaid Card Services (continued)

3.9.2 Limitations

- (A) Calls that may not be completed using the Company's prepaid card include directory assistance service, operator services, conference service, busy line verification service, interruption service, calls requiring time and charges, air-to-ground calls, marine/satellite calls, calls placed via dialing 800 and other toll free numbers, and calls placed via dialing a 700, 900 or 976 number and abbreviated dialing services such as 411 and 911.
- (B) The number of available prepaid cards is subject to technical limitations. Such cards will be offered to Customers on a first come, first served basis.

SECTION 3 - DESCRIPTION OF SERVICES

3.9 Prepaid Card Services (continued)

3.9.3 Limitation of Liability

- (A) The Company will not be liable for failure or delay in delivery of ordered prepaid cards.
- (B) The Company will have no liability to the Customer or any third party for any claims that a prepaid card or its PIN has been lost, stolen, or fraudulently used. In no event will the Company be obligated to restore any prepaid card account or otherwise reimburse any Cardholder for any calls charged to the prepaid card account which such Cardholder denies having made.

3.9.4 Obligations of the Customer

Upon the Customer's receipt of Company prepaid cards, the Customer will assume all risk of loss or misuse of such prepaid cards.

3.9.5 Taxes

Prepaid Calling Card Service does not include federal excise tax or state and local taxes which are required to be paid at the point of sale. The tariffed rate does include state and local taxes, which are required to be paid on usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction.

SECTION 3 - DESCRIPTION OF SERVICES

3.9 Prepaid Card Services (continued)

3.9.6 Service Offerings

(A) Prepaid Card Service

Prepaid Card Service is available to Customers that sign a contract with the Company.

(B) Prepaid Card Group Discount Plan

The Prepaid Card Group Discount Plan is an optional term plan where the length of time, number of cards, and volume of usage vary. To qualify for this Service offering, the Customer must sign a term plan agreement with the Company. This Service is available to an association of Business Customers or an affinity association or group with a minimum level of 1,000 members. Each group member must have a membership card and/or identification number to participate in this plan. This Service offering is not available with any other prepaid card discount plan.

SECTION 4 - RATES AND CHARGES

4.1 Operator Toll Assistance Services

4.1.1 Access Method - Toll Free Access Number

(A) Group 1 Toll Free Access Numbers

There are two rate elements. They include a usage charge and a per call charge. The usage charges and per call charges follow:

.1 Usage Rates

Call Type	Rate Per Minute
Fully Automated LEC Card	\$0.35
All Other Operator Toll Assistance Services Calls	\$0.35

.2 Person-to-Person Per Call Charge

Rate Per Call	\$4.90
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SECTION 4 - RATES AND CHARGES

4.1 Operator Toll Assistance Services (continued)

4.1.1 Access Method - Toll Free Access Number (continued)

(A) Group 1 Toll Free Access Numbers (continued)

.3 Station-to-Station Per Call Charges - Calling Card Option

Call Type	Rate Per Call
LEC Card	
Fully Automated	\$0.95
Operator Assisted	\$2.25
Operator Dialed	\$2.25

.4 Station-to-Station Per Call Charges - Collect and Third Party

Call Type	Rate Per Call
Collect	
Fully Automated	\$2.25
Operator Assisted	\$2.25
Operator Dialed	\$3.25
Third Party	
Fully Automated	\$2.25
Operator Assisted	\$2.25
Operator Dialed	\$3.25

SECTION 4 - RATES AND CHARGES

4.1 Operator Toll Assistance Services (continued)

4.1.1 Access Method - Toll Free Access Number (continued)

(B) Group 2 Toll Free Access Numbers

.1 Billed To LEC Card

If charges are billed to a LEC Card, the usage rates and per call charges are the same as the usage rates and per call charges described in Section 4.1.2 (A), (B), and (C) of this Tariff.

.2 Billed to Proprietary Calling Card

.a Per Call Charges

- The per call charge for a call billed to the fully automated Proprietary Calling Card - Option 1 is \$0.75 per call.
- The per call charge for a call billed to the fully automated Proprietary Calling Card - Option 2 is \$0.75 per call.

SECTION 4 - RATES AND CHARGES

4.1 Operator Toll Assistance Services (continued)

4.1.1 Access Method - Toll Free Access Number (continued)

(B) Group 2 Toll Free Access Numbers (continued)

.2 Billed to Proprietary Calling Card (continued)

.a Per Call Charges (continued)

- For fully automated calls billed to the Proprietary Calling Card - Option 3, a per call charge does not apply.
- The per call charges for all other calls billed to the Proprietary Calling Card - Option 1, Option 2 or Option 3 are located in Section 4.1.2 (B) and 4.1.2 (C) of this Tariff.

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SECTION 4 - RATES AND CHARGES

4.1 Operator Toll Assistance Services (continued)

4.1.1 Access Method - Toll Free Access Number (continued)

(B) Group 2 Toll Free Access Numbers (continued)

.2 Billed to Proprietary Calling Card (continued)

.b Fully Automated Usage Charges

.i Proprietary Calling Card - Option 1

The usage rate is \$0.35 per minute.

.ii Proprietary Calling Card - Option 2

The usage rate is \$0.35 per minute.

SECTION 4 - RATES AND CHARGES

4.1 Operator Toll Assistance Services (continued)

4.1.1 Access Method - Toll Free Access Number (continued)

(B) Group 2 Toll Free Access Numbers (continued)

.2 Billed to Proprietary Calling Card (continued)

.b Fully Automated Usage Charges (continued)

.iii Proprietary Calling Card - Option 3

- (1) Calling Card Rates for Customers That Subscribe To High Volume Calling or High Volume Toll Free Calling

The per minute usage rates are the same as Section 4.7.1 (A).1 of this Tariff.

- (2) Calling Card Rates for Customers That Subscribe to High Volume Dedicated Outbound Calling or High Volume Dedicated Toll Free Calling

The per minute usage rates are the same as Section 4.7.1 (A).1 of this Tariff.

SECTION 4 - RATES AND CHARGES

4.1 Operator Toll Assistance Services (continued)

4.1.1 Access Method - Toll Free Access Number (continued)

(B) Group 2 Toll Free Access Numbers (continued)

.3 All Other Operator Toll Assistance Billing Options

For all other Operator Toll Assistance Services calls completed via Group 2 Toll Free Access Numbers, the usage rates and per call charges are the same as the usage rates and per call charges described in Section 4.1.2 of this Tariff.

SECTION 4 - RATES AND CHARGES

4.1 Operator Toll Assistance Services (continued)

4.1.2 All Other Access Methods

There are two rate elements. They include a usage charge and a per call charge. The usage charges and per call charges follow:

(A) Usage Rates

Call Type	Rate Per Minute
LEC Card	\$0.35
Proprietary Calling Card - Option 1	\$0.35
Proprietary Calling Card - Option 2	\$0.35
Proprietary Calling Card - Option 3	See Section 4.1.1 (B).2.b.iii
All Other Operator Toll Assistance Services Calls	\$0.35

(B) Person-to-Person Per Call Charge

Rate Per Call	\$4.90
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SECTION 4 - RATES AND CHARGES

4.1 Operator Toll Assistance Services (continued)

4.1.2 All Other Access Methods (continued)

(C) Station-to-Station Per Call Charges - Calling Card Option

Call Type	Rate Per Call
Calling Card	
LEC Card	
Fully Automated	\$0.95
Operator Assisted	\$2.25
Operator Dialed	\$2.25
Proprietary Calling Card - Option 1	
Fully Automated	\$0.75
Operator Assisted	\$1.25
Operator Dialed	\$2.25
Proprietary Calling Card - Option 2	
Fully Automated	\$0.75
Operator Assisted	\$1.25
Operator Dialed	\$2.25
Proprietary Calling Card - Option 3	
Operator Assisted	\$1.25
Operator Dialed	\$2.25

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SECTION 4 - RATES AND CHARGES

4.1 Operator Toll Assistance Services (continued)

4.1.2 All Other Access Methods (continued)

(D) Station-to-Station Per Call Charges
- Collect, Third Number, or Sent Paid

Call Type	Rate Per Call
Collect	
Fully Automated	\$2.25
Operator Assisted	\$2.25
Operator Dialed	\$3.25
Third Party	
Fully Automated	\$2.25
Operator Assisted	\$2.25
Operator Dialed	\$3.25
Sent Paid	
Operator Assisted	\$2.25
Operator Dialed	\$3.25

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SECTION 4 - RATES AND CHARGES

4.2 Directory Assistance Services

4.2.1 Call Completed Via Group 1 Toll Free Numbers

The rate is \$1.00 per call.

4.2.2 Call Completed Via All Other Access Methods

The rate is \$1.00 per call.

4.2.3 Directory Assistance Call Completion

The rate is \$0.35 per completed call.

4.3 Reserved for future use

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SECTION 4 - RATES AND CHARGES

4.4 Outbound Services-Switched Access

4.4.1 MTS

Peak		Off-Peak	
Initial Period	Add'l Period	Initial Period	Add'l Period
\$0.25	\$0.25	\$0.15	\$0.15

4.4.2 Standard MTS

Initial Period	Add'l Period
\$0.25	\$0.25

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SECTION 4 - RATES AND CHARGES

4.4 Outbound Services-Switched Access (continued)

4.4.3 Consumer Outbound Services

- (A) Reserved for future use
- (B) Reserved for future use
- (C) Reserved for future use
- (D) Consumer Long Distance Winback

The per minute rate is \$0.07.

SECTION 4 - RATES AND CHARGES

4.4 Outbound Services-Switched Access (continued)

4.4.3 Consumer Outbound Services

(E) Simple Solutions II

The usage rate is \$0.08 per minute.

(F) Long Distance II

The usage rate is \$0.10 per minute.

(G) Domestic Saver

The usage rate is \$0.07 per minute.

(H) Long Distance Block of Time 500 Minutes

The monthly recurring charge is \$24.95 per BTN for a 500 minute block of time for intrastate and interstate calling. The rate is \$0.07 per minute for all outbound intrastate calls completed after the 500 minute block of time has been used.

SECTION 4 - RATES AND CHARGES

4.4 Outbound Services-Switched Access (continued)

4.4.4 Business Outbound Services

Reserved for future use.

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SECTION 4 - RATES AND CHARGES

4.5 Outbound Services-Dedicated Access

Reserved for future use.

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SECTION 4 - RATES AND CHARGES

4.6 Toll Free Services

4.6.1 Reserved for future use.

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SECTION 4 - RATES AND CHARGES

4.6 Toll Free Services (continued)

4.6.2 Reserved for future use.

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SECTION 4 - RATES AND CHARGES

4.6 Toll Free Services (continued)

4.6.3 Optional Feature Charges

The description and rates for available optional features may be found in the Company's interstate tariff.

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SECTION 4 - RATES AND CHARGES

4.7 Custom Business Services

4.7.1 High Volume Calling

(A) Outbound Calls

.1 High Volume Outbound Calling

The per minute usage rates for InterLATA calls are as follows:

MMC	MAC	Per Minute Rate			
		MTM	1 Year Term Plan	2 Year Term Plan	3 Year Term Plan
\$50	\$600	\$0.1390	\$0.1360	\$0.1300	\$0.1240
\$200	\$2,400	\$0.1390	\$0.1340	\$0.1280	\$0.1220
\$500	\$6,000	\$0.1380	\$0.1320	\$0.1260	\$0.1200
\$1,000	\$12,000	\$0.1370	\$0.1320	\$0.1260	\$0.1200
\$2,500	\$30,000	\$0.1360	\$0.1260	\$0.1200	\$0.1140
\$5,000	\$60,000	\$0.1350	\$0.1260	\$0.1200	\$0.1140
\$10,000	\$120,000	\$0.1340	\$0.1200	\$0.1140	\$0.1080
\$15,000	\$180,000	\$0.1340	\$0.1200	\$0.1140	\$0.1080
\$20,000	\$240,000	\$0.1330	\$0.1200	\$0.1140	\$0.1080

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SECTION 4 - RATES AND CHARGES

4.7 Custom Business Services (continued)

4.7.1 High Volume Calling (continued)

(A) Outbound Calls (continued)

.1 High Volume Outbound Calling (continued)

The per minute usage rates for IntraLATA calls are as follows:

MMC	MAC	Per Minute Rate			
		MTM	1 Year Term Plan	2 Year Term Plan	3 Year Term Plan
\$50	\$600	\$0.1390	\$0.1360	\$0.1300	\$0.1240
\$200	\$2,400	\$0.1390	\$0.1340	\$0.1280	\$0.1220
\$500	\$6,000	\$0.1380	\$0.1320	\$0.1260	\$0.1200
\$1,000	\$12,000	\$0.1370	\$0.1320	\$0.1260	\$0.1200
\$2,500	\$30,000	\$0.1360	\$0.1260	\$0.1200	\$0.1140
\$5,000	\$60,000	\$0.1350	\$0.1260	\$0.1200	\$0.1140
\$10,000	\$120,000	\$0.1340	\$0.1200	\$0.1140	\$0.1080
\$15,000	\$180,000	\$0.1340	\$0.1200	\$0.1140	\$0.1080
\$20,000	\$240,000	\$0.1330	\$0.1200	\$0.1140	\$0.1080

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SECTION 4 - RATES AND CHARGES

4.7 Custom Business Services (continued)

4.7.1 High Volume Calling (continued)

(A) Outbound Calls (continued)

.2 High Volume Dedicated Outbound Calling

The per minute usage rates for InterLATA calls are as follows.

MMC	MAC	Per Minute Rate			
		MTM	1 Year Term Plan	2 Year Term Plan	3 Year Term Plan
\$50	\$600	\$0.0910	\$0.0880	\$0.0820	\$0.0760
\$200	\$2,400	\$0.0910	\$0.0860	\$0.0800	\$0.0740
\$500	\$6,000	\$0.0900	\$0.0840	\$0.0780	\$0.0720
\$1,000	\$12,000	\$0.0890	\$0.0840	\$0.0780	\$0.0720
\$2,500	\$30,000	\$0.0880	\$0.0780	\$0.0720	\$0.0660
\$5,000	\$60,000	\$0.0870	\$0.0780	\$0.0720	\$0.0660
\$10,000	\$120,000	\$0.0860	\$0.0720	\$0.0660	\$0.0600
\$15,000	\$180,000	\$0.0860	\$0.0720	\$0.0660	\$0.0600
\$20,000	\$240,000	\$0.0850	\$0.0720	\$0.0660	\$0.0600

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SECTION 4 - RATES AND CHARGES

4.7 Custom Business Services (continued)

4.7.1 High Volume Calling (continued)

(A) Outbound Calls (continued)

.2 High Volume Dedicated Outbound Calling (continued)

The per minute usage rates for IntraLATA calls are as follows.

MMC	MAC	Per Minute Rate			
		MTM	1 Year Term Plan	2 Year Term Plan	3 Year Term Plan
\$50	\$600	\$0.0910	\$0.0880	\$0.0820	\$0.0760
\$200	\$2,400	\$0.0910	\$0.0860	\$0.0800	\$0.0740
\$500	\$6,000	\$0.0900	\$0.0840	\$0.0780	\$0.0720
\$1,000	\$12,000	\$0.0890	\$0.0840	\$0.0780	\$0.0720
\$2,500	\$30,000	\$0.0880	\$0.0780	\$0.0720	\$0.0660
\$5,000	\$60,000	\$0.0870	\$0.0780	\$0.0720	\$0.0660
\$10,000	\$120,000	\$0.0860	\$0.0720	\$0.0660	\$0.0600
\$15,000	\$180,000	\$0.0860	\$0.0720	\$0.0660	\$0.0600
\$20,000	\$240,000	\$0.0850	\$0.0720	\$0.0660	\$0.0600

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SECTION 4 - RATES AND CHARGES

4.7 Custom Business Services (continued)

4.7.1 High Volume Calling (continued)

(B) Inbound Toll Free Calls

.1 High Volume Toll Free Calling - Usage Rates

The per minute usage rates are the same as Section 4.7.1 (A).1 of this Tariff.

.2 High Volume Dedicated Toll Free Calling - Usage Rates

The per minute usage rates are the same as Section 4.7.1 (A).2 of this Tariff.

.3 Optional Feature Charges

The description and rates for available optional features may be found in the Company's interstate tariff.

SECTION 4 - RATES AND CHARGES

4.7 Custom Business Services (continued)

4.7.2 Reserved for future use.

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SECTION 4 - RATES AND CHARGES

4.7 Custom Business Services (continued)

4.7.3 Reserved for future use.

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4.7 Custom Business Services (continued)

4.7.4 Reserved for future use.

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4.7 Custom Business Services (continued)

4.7.5 Reserved for future use.

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SECTION 4 - RATES AND CHARGES

4.7 Custom Business Services (continued)

4.7.6 Business Long Distance 200

Customer Commitment	Rate Per Minute
Month-to-Month	\$0.1390
1 Year Term Plan	\$0.1340

For fully automated calls billed to the Proprietary Calling Card - Option 2, the usage rate is \$0.14 per minute with a per call charge of \$0.75.

4.7.7 Long Distance for Business

The usage rate is \$0.14 per minute for outbound and TFS calls. For fully automated calls billed to the Proprietary Calling Card - Option 2, the usage rate is \$0.17 per minute with a per call charge of \$0.75.

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SECTION 4 - RATES AND CHARGES

4.7 Custom Business Services (continued)

4.7.8 Total Solutions Plus

The usage rate is \$0.133 per minute for outbound and TFS calls. For fully automated calls billed to the Proprietary Calling Card - Option 2, the usage rate is \$0.15 per minute with a per call charge of \$0.75.

4.7.9 Business Long Distance 50

The per minute usage rates for outbound and TFS calls are as follows:

Customer Commitment	Rate Per Minute
Month-to-Month	\$0.1400
1 Year Term Plan	\$0.1360

For fully automated calls billed to the Proprietary Calling Card - Option 2, the usage rate is \$0.15 per minute with a per call charge of \$0.75.

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SECTION 4 - RATES AND CHARGES

4.8 Custom Consumer Services

4.8.1 Block of Time: 300 Minutes

Block of Time: 300 Minutes

The monthly recurring charge is \$18.00 per BTN for a 300 minute block of time for intrastate and interstate calling. The rate is \$0.06 per minute for all outbound intrastate calls completed after the 300 minute block of time has been used. For fully automated calling card calls billed to the Proprietary Calling Card - Option 1 after the 300 minute block of time has been used the rate is \$0.06 per minute.

4.8.2 Reserved for future use

4.8.3 Reserved for future use

4.8.4 Simple Solutions 2500

The monthly recurring charge is \$150. The per minute usage rate for outbound and fully automated calling card calls billed to the Proprietary Calling Card - Option 1 in excess of the 2,500 block of time is \$0.06 per minute.

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SECTION 4 - RATES AND CHARGES

4.9 Prepaid Card Service

4.9.1 Prepaid Card Service

The rate is \$0.40 per unit.

4.9.2 Prepaid Card Group Discount Plan

The rate is \$0.17 - \$0.40 per unit.

4.9.3 Call Completed By Customer Service Representative

The rate is \$1.00 per call in addition to the per unit or per minute rate.

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SECTION 5 - MISCELLANEOUS CHARGES

5.1 Return Check Charge

When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's bad check charge applies. Otherwise, the Company will assess the Customer a return check charge of \$25.00 for any check that is returned for any reason by the financial institution on which it is drawn.

5.2 Additional Labor Charges

	Rate Per Fifteen Minutes
8:00 am to but not including 5:00 pm Monday through Friday excluding holidays	\$25.00
Holidays (New Years Day, Federally Observed Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas)	\$31.25
All Other Times	\$31.25

The Additional Labor Charges shown above apply for all Services which are provided by the Company as stand alone intrastate Services when the Customer subscribes to one of the Company's outbound Service offerings for intrastate IntraLATA calling and selects another company for the provision of the Customer's intrastate InterLATA calling. When intrastate Service is offered by the Company as an add-on to one of the Company's interstate service offerings (i.e. Switched Services), the Additional Labor Charges apply pursuant to Company's interstate tariff.

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SECTION 5 - MISCELLANEOUS CHARGES

5.3 Order Expedite Charge

Customers may request a change in the requested Service due date for pending Service Orders. When the Company accepts a request to expedite an order, the Company does not promise to deliver on the desired due date in advance of the normal service order interval. The Company will use its best effort to meet the desired due date. A one-time charge applies when the Customer requests a Service due date sooner than the standard interval due date, and Service is provided sooner than the standard interval due date. An Order Expedite Charge applies when a change of requested Service due date is the only Customer requested change to the original or supplemental Service Order. Any expedite charges incurred for the provisioning of local access are not included in this Order Expedite Charge and will be passed through to the Customer. The Order Expedite Charge is as follows:

	Non-Recurring
Outbound Service Provided Exclusively for IntraLATA Calling Per Order	\$300

The Order Expedite Charge shown above applies for all Services which are provided by the Company as stand alone intrastate Services or when the Customer subscribes to one of the Company's outbound Service offerings for intrastate IntraLATA calling and selects another company for the provision of the Customer's intrastate InterLATA calling. When intrastate Service is offered by the Company as an add-on to one of the Company's interstate service offerings (i.e. Switched Services), the Order Expedite Charge applies pursuant to Company's interstate Tariff.

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SECTION 5 - MISCELLANEOUS CHARGES

5.4 Payphone Origination Charge

Pursuant to the FCC's Order in CC Docket 96-128, this charge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800/877/888 (and other area code assignments as appropriate) number and other toll free numbers and debit card calls, from payphone instruments. This charge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer shall pay the Company a per call charge of \$0.25 per call for all such traffic.

5.5 PIC Change Rebate

If local telephone company is requested to change the subscriber's PIC from one long distance service provider to another long distance service provider, the local telephone company may charge the Customer for the PIC change. If a Customer incurs such a charge from its local telephone company for changing the PIC to the Company, the Company will rebate that charge to the Customer. The rebate will be in the form of a credit on the Customer's bill. The credit will appear within two (2) billing cycles after the Customer provides the Company proof that the local telephone company billed the Customer for the PIC change.

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SECTION 6 - PROMOTIONS

6.1 General

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 engage in national and/or intrastate special promotional offerings or trial Service offerings designed to attract new Customers, retain existing Customers, win back former Customers, or stimulate Customer usage. The terms of national promotional offerings are set forth in the applicable interstate tariffs governing such programs. To the extent these programs may extend to intrastate Services, the terms of these national offerings are incorporated by reference. The Company may require an advance payment as a condition of a promotional offering. Promotional offerings are subject to prior approval of the Commission. The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period. The Company will offer all promotions in a nondiscriminatory manner.

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SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC.
d/b/a SOUTHWESTERN BELL LONG DISTANCE

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of intrastate data services provided by Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance with principal offices at 5850 W. Las Positas Blvd., Pleasanton, California 94588. This Tariff applies to services furnished within the State of Missouri. This Tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance is a competitive telecommunications company providing competitive services in the state of Missouri.

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Waivers of Statutory and Regulatory Requirements

The following statutory and regulatory requirements have been waived for the Company:

Section 392.210.2	Establishes Uniform Systems of Accounts for annual reports
Section 392.240(1)	Just & Reasonable Rates
Section 392.270	Ascertain Property Values
Section 392.280	Depreciation Accounts
Section 392.290	Issuance of Securities
Section 392.300.2	Acquisition of Stock
Section 392.310	Issuance of Stock and Debt
Section 392.320	Stock dividend payment
Section 392.330	Issuance of securities, debts, & notes
Section 392.340	Reorganizations
4 CSR 240-10.020	Depreciation fund income
4 CSR 240-30.010(2)(C)	Copies of rate schedules
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-33.030	Minimum charge rules
4 CSR 240-35	Bypass

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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

None

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - Changed regulation
- D - Discontinued rate or regulation
- I - Increase
- M - Matter relocated without change
- N - New rate or regulation
- R - Reduction
- S - Reissued matter
- T - Change in text, but no change in rate or regulation
- Z - Correction

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are added to the Tariff from time to time. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.
- C. Paragraph Numbering Sequence - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.1
 - 2.1.1
 - 2.1.1 (A)
 - 2.1.1 (A).1
 - 2.1.1 (A).1.a
 - 2.1.1 (A).1.a.i
 - 2.1.1 (A).1.a.i (1)

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Line: A transmission line used to transmit voice and/or data calls from the Customer's Premises to a telephone company serving Wire Center or a Company-designated POP or from a telephone company serving Wire Center or a Company-designated POP to the Customer's Premises.

Airline Mileage: The distance in mileage between two Wire Centers whose position is specified by industry standards.

ANSI: American National Standards Institute. A standards-setting, non-government organization, which develops and publishes standards for voluntary use in the United States.

Applicant: Any entity or individual who applies for Service under this Tariff.

ASR: Access Service Request. Used to request the provision of special access or Switched Access as specified by the Local Access Provider.

ATM: Asynchronous Transfer Mode/Cell Relay Service. A high speed digital data Service utilizing cell-switching technology. Access speeds range from DS1 (1.544 Mbps) to OC12 (622 Mbps).

Authorized User: A person, firm, corporation or other entity (including Customer) that 1) is authorized by the Customer to be connected to and utilize the Company's Services under the terms and regulations of this Tariff or 2) either is authorized by the Customer to act as the Customer in matters of ordering, changing or canceling Service or is placed in a position by the Customer, either through acts or omissions, to act as Customer in such matters. Such actions by an Authorized User shall be binding on Customer and shall subject Customer to any associated charges.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

B-Channel: The Bearer, or B, Channel. A 64 Kbps Channel which is a fundamental component of ISDN.

B8ZS (Bipolar 8 Zero Substitution): B8ZS is a DS1 line coding technique that enables digitized voice and data transmission at the rate of 1.536 Mbps independent of the number of consecutive zeros and pulse density requirements that are normally imposed on the T1 transmission line.

Bandwidth: The total frequency band, in Hertz, allocated for a Channel.

Base Rate: The nondiscounted monthly recurring charge for Data Services.

Bit: Binary Digit. Bit denotes the smallest unit of information in a binary system of notation and is the basic unit in data communications.

Blocking: A temporary condition that may be initiated so that the Customer cannot utilize Service.

Burst Rate: The upper Bandwidth limit the PVC is allowed to send data through the FRS network. The Burst Rate is limited by the actual physical Port access speed.

Business Customer: A Customer whose use of the Services is primarily or substantially for a business, professional, institutional, or occupational purpose.

CAP: Competitive Access Provider.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Carrier Common Line Charges: The charges the long distance companies pay to the local telephone companies for carrier common line access service which provides for the use of end user's telephone company provided common lines by subscribers for access to such end users to furnish interstate communications.

CCITT: Consultative Committee on International Telegraphy and Telephone. Establishes standards for telecommunications equipment, systems, networks, and services.

Cell Loss Ratio: The ratio of the number of cells lost to the total number of incoming cells.

Channel or Circuit: A communications path between two or more points having a standard Bandwidth or Transmission Speed selected by the Customer.

CIR: Committed Information Rate. Refers to the minimum data transmission rate committed to be transmitted over the FRS network by the Customer. CIR comes in increments of 8 Kbps with 4 Kbps being the lowest. The Customer may transmit or "burst" up to the port speed but any amount of data over the CIR will be marked as DE. All data marked as DE will be discarded in the event of network congestion.

CLEC: Competitive Local Exchange Carrier. Any carrier or reseller offering local exchange telecommunications services other than the incumbent LEC.

Commission: The Missouri Public Service Commission or any succeeding agency.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Company: Southwestern Bell Communications Services, Inc. ("SBCS") d/b/a Southwestern Bell Long Distance ("SBLD").

Company-Provided: The switching, transmission, and other related telecommunications or computer equipment/facilities provided by the Company or by any combination of the Company or other authorized Third Party Vendors contracted by the Company.

CPE: Customer-Provided Equipment. Terminal equipment connected to the telephone network which is owned by the Customer or leased by the Customer from a supplier.

CPNIP: Customer Premises Network Interface Points.

CRC: Cycle Redundancy Check. A process used to check the integrity of a block of data.

CS: Controlled Slip. The occurrence at the receiving terminal of a replication or deletion of the information Bits in a frame.

CS Event: The occurrence of a Controlled Slip.

CSA: Canadian Standards Association. A non-profit, independent organization which operates a listing service for electrical and electronic materials and equipment.

CSU/DSU: Channel Service Unit/Data Service Unit.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Customer: A person or legal entity which subscribes to the Company's Services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff.

Customer Commitment Date: The date in which the Company receives a firm commitment from a Customer for the provision of one of the Company's Data Service offerings.

Customer Premises/Customer's Premises: Location(s) designated by a Customer where Service is originated/terminated.

D-Channel: The Delta, Data, or D, Channel. Used to carry signaling and control information associated with B-Channels.

Data Services: Communication Services which are designed to allow the transfer of formatted information between points. Data Services include but are not limited to Private Line Service, Frame Relay Service, and ATM Service.

DE: Discard Eligible. A Frame Relay service standard that specifies that data sent across a PVC in excess of that connections' CIR will be marked by the network as being eligible for discard by the network in the event of network congestion.

Dedicated Access: Where Customer's Premises has a non-switched connection to the POP selected by the Company for origination and or termination of calls. When Dedicated Access is used to provide Data Services, the Dedicated Access is referred to as local loop.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Defects or Defective Service: A shortcoming or an imperfection in Data Service(s) as a result of mistakes, accidents, errors, omissions, interruption or delay in Service.

Diversity: Customer-designated routing which indicates a Customer-designated departure from the primary route, usually with physical separation.

DLCI: Data Link Connection Identifier. The address information assigned to Customer-designated end points used to identify PVCs and route frames of data.

DSO: Digital Signal level Zero. Composed of one 64 kiloBit Channel.

DS1: Digital Signal level One. Composed of twenty-four 64 Kbps Channels with a throughput capacity of 1.544 Mbps. Also called T-1.

DS3: Digital Signal level Three. Composed of 28 DS1 Channels and operating at 44.736 Mbps. Also called T-3.

DVA: Dedicated Voice Access.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

EFS: Error Free Seconds. A measure of the percentage of total seconds when measured over a consecutive thirty day period that do not contain Bit errors.

End User: The person or legal entity which uses the Service provided by the Company.

ES: Errored Second. A count of one-second intervals containing one or more CRC-6 code violations, or one or more CS events or one or more SEF events.

Exemption Certificate: A written notification provided by the Customer certifying that its dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting Service with the local exchange network or (b) the facility is associated with a Switched Access Service that is subject to Carrier Common Line Charges.

Extended Super-Frame Format: A DS1 framing standard. With this format twenty-four frames, instead of twelve, are grouped together.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

F.C.C.: Federal Communications Commission or any succeeding agency.

FE: Framing-Bit Error or Framing Error. An error occurring when a receiver improperly interprets the set of bits within a Frame.

FE Event: The occurrence of a framing error or framing-Bit error.

Frame: A group of data Bits, in a specific format, with a flag at either end to indicate the beginning and end of the frame. The defined format enables network equipment to recognize the meaning and purpose of specific Bits.

Frame Relay Service Port: A communications interface through which a Customer obtains access to the Frame Relay network.

FRS: Frame Relay Service. A packet data service accessible at speeds of up to 40 Mbps which provides Customers with a capability to connect locations via PVCs for data transmission.

FRTTP: Frame Relay Term Plan.

FX: Foreign Exchange Service. Provides local telephone service from a central office message switch which is outside (foreign to) the subscriber's exchange area.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Gbps: GigaBits per second. A billion Bits per second.

Hertz: A unit of frequency equal to one cycle (**the cycle**) per second.

ICB: Individual Case Basis. A Service provided involving a nonstandard arrangement. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances.

InterLATA: Any call or transmission that originates in one LATA and terminates in a different LATA.

International: Involving two or more nations or nationalities.

IntraLATA: Any call or transmission that originates in one LATA and terminates within the same LATA.

IOC: Interoffice Channel.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

ISDN: Integrated Services Digital Network. Integrates voice, data, and video communications services via standard interfaces.

ITU: International Telecommunications Union. An organization established by the United Nations with membership from virtually every government in the world. Its objectives are to set telecommunications standards and allocate frequencies to various uses.

IXC: Interexchange Carrier.

Joint User: A corporation, association, partnership, or individual that is permitted to use a Customer's Service by mutual agreement between the Customer and the Joint User in accordance with the terms and conditions of this Tariff.

Kbps: Kilobits Per Second. One thousand Bits per second.

LATA: Local Access Transport Area. A geographically defined regulatory boundary established by the Modification of Final Judgement.

LEC: Local Exchange Carrier.

Local Access: The service between a subscriber's premise and a Company-designated POP.

Local Access Provider: An entity providing Local Access.

Mbps: Megabits per second. Million Bits per second.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Modification of Final Judgment: The judicial opinion United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.C. 1982). See United States v. Western Electric Co., 552 F. Supp. 131 (D.D.C. 1982), affd sub nom. Maryland v. United States, 460 U.S. 1001 (1983).

MRC: Monthly Recurring Charge.

MTM: Month-to-Month.

MTTR: Mean Time To Repair. The average time required to return a failed system to Service.

NNI: Network To Network Interface. The interface defines the point of interconnection between two service providers.

Non-Channelized: Non-Channelized is the capability to permit the unrestricted use of a digital communication channel independent of the number of consecutive zeros and pulse density requirements (ie., 64 kbps usable bandwidth for a DSO channel and 1.536 Mbps usable bandwidth for a DS1 channel).

OC: Optical Carrier. Optical Carrier level-1 is the optical counterpart of STS-1 (the base rate, 51.840 Mbps, on which SONET is based). Direct electrical-to-optical mapping of the STS-1 signal with frame synchronous scrambling. All higher levels are direct multiples of OC-1 (i.e. OC-3 = 3 times OC-1, etc).

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

OC3: Optical Carrier Level 3. Digital transmission rate operating at 155.520 Mbps.

OC12: Optical Carrier Level 12. Digital transmission rate operating at 622.080 Mbps.

OTC: One Time Charge.

Plexar: A central office based switching service that provides the user with the ability to intercommunicate among stations at the user's premises while also providing station access to local exchange service dial tone and long distance service and many optional features and functions associated with sophisticated Customer Premises equipment.

POP: Point-of-Presence. A physical place at which the local telephone company terminates subscriber Circuits for long distance dial-up or leased-line communications or a Company-designated location where a facility is maintained for the purpose of providing access to the Company's Service.

Port: The physical or electrical interface through which access to the communications network is obtained.

PRI: Primary Rate Interface. The ISDN equivalent of a DS1 Circuit. The Primary Rate Interface consists of twenty-four 64 Kbps D-Channels.

Private Line: Discrete communication Bandwidth dedicated for a Customer's exclusive use. A Private Line is provisioned on facilities that may be shared and accomplished through a variety of technologies and media.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Private Line Service: Full duplex transmission/transport service between two points. Private Line Service(s) are defined by Bandwidth, signaling, media, etc.

PVC: Permanent Virtual Connection provides the customer with the electronic equivalent of a private line between two points. At the time of subscription to this form of service, a virtual circuit is established between two specific customer network addresses on the FRS network. While no physical circuits are dedicated, the two network addresses are electronically connected together.

Reseller: A Customer that resells the Company's Service(s) with the Company's authorization.

SEF: Severely Errored Framing event. The SE (severely errored) indicator of performance report message.

SEF Event: The occurrence of a severely errored frame. A one-second interval with eight (8) or more framing errors/framing-Bit errors.

Service: Any or all services provided pursuant to this Tariff.

Service Order: The standard Company order form(s), in effect from time-to-time, or Customer's forms accepted in writing by an authorized representative of the Company for Service which shall enable the Company to provide Service.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

SES: Severely Errored Seconds. Errored seconds during which the error rate exceeded ten (10).

SONET: Synchronous Optical NETwork. A family of fiber-optic transmission rates from 51.84 Mbps to 2.488 Gbps. An optical interface standard.

Special Access Surcharge: A charge imposed by the Local Exchange Companies in accordance with Section 69.115 of the FCC Rules and Regulations.

State: State of Missouri.

STS: Synchronous Transport Signal. A SONET electrical signal rate.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC or CLEC to reach the long distance network, the access is switched.

Switched Services(s): Any Services that are not Data Services as defined herein which use message switches to share inter-switch transport.

T1C: A digital carrier facility used to transmit a DS-1 formatted digital signal at 3.152 Mbps.

Third Party Vendor: A company, entity or individual, other than the Company, designated by the Company that provides the facilities and/or the equipment required to provide Service(s).

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

TLC: Termination Liability Charge. A charge which applies when the Customer cancels Service prior to the expiration date of a term plan agreement for Data Service(s).

Transmission Speed: Denotes the line or Channel speed in Bits per second.

UNI: User-Network Interface. The physical and electrical demarcation point between the user and the service provider.

V&H: Vertical and Horizontal geographic coordinates.

VIP: Volume Incentive Plan.

Wire Center: A specified geographical location used for determining mileage measurements.

SECTION 2 - RULES AND REGULATIONS

2.1 Application of the Tariff

2.1.1 This Tariff contains the descriptions, regulations, and rates applicable to intrastate telecommunications Service offered by SBCS with principal offices located at 5850 W. Las Positas Blvd., Pleasanton, California 94588. Unless specifically limited or expanded in this Tariff, all Data Services described in this Tariff are available for interconnection at Customer Premises located in the State. The Company operates as a competitive telecommunications company. Services in this Tariff are only available to Business Customers as specified herein.

2.1.2 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service

- 2.2.1 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 this Tariff and the rules of the Commission applying to long distance communications as published in 4 CSR 240-33. Service is not offered where operating conditions do not permit. The Company reserves the right, without incurring liability, 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 voice Services shall take precedence over the establishment of Data Services.
- 2.2.2 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.
- 2.2.3 If Service is established and it is subsequently determined that the condition described in Section 2.2.2 of this Tariff exists, the Company may suspend or disconnect Service on five (5) days written notice until satisfactory arrangements have been made for the payment of prior indebtedness.
- 2.2.4 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 this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.5 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 this Tariff 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

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.5 (continued)

- (G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or
- (H) Abandonment of the Customer's Premises served; or
- (I) Insufficient or fraudulent billing information; or
- (J) Customer's check or draft is returned unpaid for any reason, after one attempt at collection; or
- (K) 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.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.6 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,
- (B) failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per Section 2.8.1 or Section 2.8.2 of this Tariff; or
- (C) non-payment of any sum owed the Company by the due date printed on the bill; or
- (D) 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.

2.2.7 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).

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.8 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.

2.2.9 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 this Tariff will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

- 2.2.10 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.
- 2.2.11 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.
- 2.2.12 Recording of telephone conversations provided pursuant to the Company's Service under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.
- 2.2.13 The Company reserves the right to add, change, or delete Services at any time.
- 2.2.14 The Data Services offered in this Tariff 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.
- 2.2.15 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 requirements such as special routing, route Diversity, alternate access, or Circuit conditioning.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.16 The Company does not generally provide echo suppression. However, for Services that require Dedicated Access to reach the long distance network, the Company, not the Customer, will determine when echo suppression will be provided.

2.2.17 Non-switched, Private Line Service will be provided only between exchanges and will not be offered within a local exchange.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability

The Company's liability will be limited to that expressly stated in Sections 2.3.1 through 2.3.17 of this Tariff in connection with the provision of Service to Customer.

2.3.1 The Company shall not be liable for any damages caused by the negligence, gross negligence or willful misconduct of the Customer or Customer's agents, employees, officers, directors, contractors or vendors.

2.3.2 Unless otherwise stated in this Tariff, the liability of the Company for negligence arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of recurring Service(s) shall be limited to a service adjustment based on the amount of time such Service is out of service times the applicable monthly recurring charge for Service.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.3 The liability of the Company for gross negligence arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the provision of Service(s) shall not exceed the higher of the adjustments described in Section 2.3.1 or 2.3.2 of this Tariff, whichever is applicable, and the sum of \$1,000.
- 2.3.4 The liability of the Company for willful misconduct occurring in the provision of Service(s) shall not exceed the higher of the adjustments described in Sections 2.3.1, 2.3.2 or 2.3.3, which is applicable, and the sum of \$2,000.
- 2.3.5 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered by the Company for the Data Service giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.6 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of the Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from, or are caused by, the use of facilities or equipment of the Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. The Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof. In addition, a portion or all of the Service may be provided over facilities of third parties. The Company will not be liable to the Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties. The Company's liability, if any, with regard to the delayed installation of facilities or commencement of Service will not exceed \$1,000.
- 2.3.7 With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.8 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.9 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.10 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, supplier failures, shortages, breaches or delays, or other labor difficulties; or
- (E) The unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment; or
- (F) Explosions, vandalism, cable cut or other similar occurrences; or
- (G) Preemption of existing Services to restore Service(s) in compliance with part 64, Subpart 64, Subpart D, Appendix A, of the F.C.C.'s rules and regulations; or
- (H) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's control.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.11 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.
- 2.3.12 If the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company Services, the Company will make an effort to contact the Customer, but Service may be blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.3.13 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.
- 2.3.14 The Company may rely on Third Party Vendors for the performance of certain services such as Dedicated Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company will act as agent for the Customer in obtaining such other services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.15 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the Service or furnishing facilities or equipment associated with such Service.
- (B) Damages caused by the fault or negligence or willful misconduct of the Customer or End User.
- (C) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder. Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for such damages or lost revenue or lost profits.
- (E) Any indirect, incidental, special or consequential damages, lost revenue or lost profits of any kind, even if Company is advised of the possibility of such consequences.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.15 (continued)

- (F) The use or abuse of any Service described herein by any party including, but not limited to, the Customer or End User. Use or abuse includes, but is not limited to, any calls placed by means of illegal equipment, service, or device. Compensation for any injury the customer may suffer to the fault of third parties must be sought from such other parties. Compensation for any injury the Customer may suffer due to the fault of third parties must be sought from such other parties.
- (G) Any action that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.
- (H) The Company will not be liable for any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

2.3.16 If someone other than the Customer (e.g., authorized or unauthorized) has use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.17 The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or Defects in Service (collectively "Defects" or "Defective Service"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer (including Authorized Users) or Customer's customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials.

In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits or lost revenues of any kind or nature whatsoever arising out of any Defective Service or any other cause. Any warrantee and remedies explicitly set forth in this Tariff are exclusive and in lieu of all other warranties or remedies, whether expressed, implied or statutory, including without limitation implied warranties of merchantability and fitness for a particular purpose. In the event of an interruption in Service, any Defect in the Service whatsoever or a failure to perform under this Tariff, neither Company nor any Third Party Vendor or operator of facilities employed in the provision of the Service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits or lost revenues of any kind or nature whatsoever.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

- 2.4.1 The Company's Services are available for use twenty-four hours per day, seven days per week.
- 2.4.2 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 Tariff 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.
- 2.4.3 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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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 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 Tariff.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 (continued)

- (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 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 the designated Customer. This letter must also specify that the Joint User 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.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Customer shall indemnify and hold the Company and its affiliates harmless against and from any court, administrative or agency action, suit or similar proceeding brought against Company and/or any affiliate of the Company for:

- (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 Tariff, 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 and/or patent infringement claims arising from combining or connecting the Service with equipment and systems of the Customer or Authorized Users. 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 Tariff, any Circuit, apparatus, system or method provided by the Customer.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (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. Claims arising out of or related to the contents transmitted via the Services (whether over the Company's or Third Party Vendor's network or over Local Access Circuits) including, but not limited to, claims, actual or alleged, relating to any violation of copyright law, export laws, failure to procure necessary authorizations, clearances or consents, failure to meet governmental or other technical broadcasts standards, or claims that such transmission contents are libelous, slanderous, an invasion of privacy, pornographic, or otherwise unauthorized or illegal.
- (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.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (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 installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of Service or equipment and facilities of Company associated with the Service, unless such installation, operation, failure to operate, maintenance, condition, location or use is the direct result of the Company's knowing and willful misconduct.

In the event parties other than Customer (e.g., Customer's customers or Authorized Users) shall have use of the Service directly or indirectly through Customer, Customer shall forever indemnify and hold Company and any Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects or any claims described in Section 2.5.14 of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (I) Defacement of, or damage to, the premises of Customer and Authorized Users resulting from the installation, and/or removal of facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- (J) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer.
- (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.
- (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.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

(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).

2.5.2 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.

2.5.3 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.4 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff 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.
- 2.5.5 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.
- 2.5.6 The termination or disconnection of Service(s) by the Company pursuant to Sections 2.2.5, 2.2.6, and 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff 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.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.7 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Company-designated facilities. The Customer will ensure that the signals emitted into the long distance network do not damage Company-Provided equipment, injure personnel, or degrade Service to other Customers or other users of the long distance network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment with Local Access. In addition, the Customer shall comply with applicable Local Access Provider's signal power limitations and requirements.
- 2.5.8 The Customer will be responsible for the payment of all charges for Services provided under this Tariff 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 Tariff unless specified otherwise herein. Also see Section 2.17 of this Tariff for additional information regarding the Customer's obligations concerning taxes.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.9 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).
- 2.5.10 If Service is terminated pursuant to Section 2.2.5, Section 2.2.6 or Section 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, 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 Tariff.
- 2.5.11 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 Tariff regulations and any act or omission of the agent.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.12 The Customer is responsible for the payment of all charges for Service(s) provided under this Tariff and for the payment of all assessments, duties, fees 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.
- 2.5.13 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.
- 2.5.14 If the Company is acting as an agent of the Customer for ordering Dedicated Access for the provision of Data 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.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.15 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 Tariff, those charges will be billed to the Customer on a pass-through basis. The Customer is responsible for payment of such charges.
- 2.5.16 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.
- 2.5.17 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, 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.
- 2.5.18 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.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.19 The Customer must pay the Company for replacement or repair of damage to Company-Provided equipment or facilities if caused by:

- .1 the negligence or willful act of the Customer, End Users, or others; or
- .2 the improper use of Services; or
- .3 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.

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2.5 Obligations of the Customer (continued)

2.5.20 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:

- .1 its equipment and/or system is properly interfaced with the Company-Provided equipment and facilities; and
- .2 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
- .3 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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2.5 Obligations of the Customer (continued)

2.5.21 If the Customer fails to maintain its equipment and/or its system properly and this results in harm to:

- .1 Company-Provided equipment or facilities, or
- .2 Company's or Third Party Vendor's personnel, or
- .3 quality of Service to other Customers of the Company, or
- .4 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.

2.5.22 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.

2.5.23 Customer agrees to defend the Company against the claims as set forth in Section 2.5 of this Tariff and to pay all reasonable litigation costs, attorneys' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.24 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.
- 2.5.25 Facilities utilized by the Company or a Third Party Vendor to provide Service under the provisions of this Tariff 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.
- 2.5.26 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.

SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller

- 2.6.1 The terms and conditions of this Tariff, including but not limited to the obligations contained in Section 2.5 and in Sections 2.6.2 through 2.6.6 hereof, apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company 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.
- 2.6.2 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).
- 2.6.3 Resellers will be responsible for paying all taxes and fees based upon the taxing jurisdiction's rules and regulations.
- 2.6.4 In addition to the other provisions in this Tariff, 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.

SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller (continued)

- 2.6.5 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.
- 2.6.6 In addition to the other provisions in this Tariff, Resellers must have the appropriate authority in all areas where the Reseller provides service and provide such documentation to the Company when requested.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services

2.7.1 General

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with this Tariff. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.3 of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Application for Service

(A) Any Applicant for Service may be required to sign a subscription letter requesting the Company to furnish Service in accordance with rates, charges, and regulations as specified in this Tariff. The Customer must provide the following information when the Customer places an order for Service(s) so that the Company can design, install, maintain, and bill the Service ordered:

- .1 Customer's name and address for billing purposes;
- .2 contact name and telephone;
- .3 contact name, telephone number, and address at each of the premises where Service is to be installed;
- .4 type of Service;
- .5 requested service date;
- .6 length of term;
- .7 the category of and interface and signaling if required;
- .8 other information necessary for the Company to provide the Service to the Customer; and
- .9 a point of contact for inquiries, trouble reports, and security management involving the service configurations.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Application for Service (continued)

- (B) The Customer may be required to execute written Service Orders or other documents relating to the Service, but Customer shall be obligated under the terms of this Tariff even if such Service Orders or other documentation have not been executed.
- (C) In the event any provisions set forth in Service Orders conflict with the provisions set forth in this Tariff, the provisions set forth in this Tariff shall prevail.

2.7.3 Establishment of Credit

(A) Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed subscription letter or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

(B) Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments

2.8.1 Customer Deposits

(A) General

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.7.3 of this Tariff may be required to make a deposit to be held by the Company as a guarantee of payment for Service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed.

(B) Amount of Deposit

The amount of any deposit will not exceed the estimated charges for three months' Service. The Company will determine the amount of the deposit.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments

2.8.1 Customer Deposits

(C) Interest on Deposits

If applicable, the Company will pay interest on deposits according to the rules and regulations of the Commission. The Company will pay an interest rate on any security deposit it collects equal to a rate of one percent (1%) above the prime lending rate as published in the *Wall Street Journal* for the last business day of September. This rate shall be adjusted annually on October 1 of each year. Interest shall be credited annually upon the account of the Customer or paid upon the return of the deposit, whichever occurs first.

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SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.1 Customer Deposits (continued)

(D) Return of Deposit

A deposit will be returned:

- When an application for Service has been canceled prior to the establishment of Service; or
- At the end of one year of satisfactory payments for Service; or
- Upon discontinuance of Service.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.2 Advance Payments

Customers and Applicants who, in the Company's judgment, present an undue risk of non-payment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required advance payments or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors:

- (A) the Customer's or Applicant's payment history (if any) with the Company and its affiliates;
- (B) Customer's ability to demonstrate adequate ability to pay for the Service;
- (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available;
- (D) information relating to Customer's management, owners, and affiliates (if any); and
- (E) the Applicant's or Customer's actual Data Services charges. The Company does not pay interest on advance payments.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill

2.9.1 General

- (A) The Company uses cycle billing. The billing period is one (1) month. Except for fraud, charges may be assessed for unbilled Data Services charges up to two (2) years in arrears.
- (B) The Company utilizes direct billing by the Company or an authorized billing agent. The availability of the billing option is controlled by the Company not the Customer.
- (C) If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- (D) In instances where the Company orders Dedicated Access as an agent for the Customer, the Company will become the customer-of-record with the Local Access Provider. The Company will bill the Customer on a pass-through basis.

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.1 General (continued)

- (E) Where billing systems allow, automatic withdrawal from the Customer's checking or savings account are available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash.
- (F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month.
- (G) For the purpose of computing partial-month charges, a month is considered to consist of thirty days. If the Company has ordered Dedicated Access as an agent of the Customer, the Company will not cease billing the Special Access Surcharge until the Company receives the Exemption Certificate (as defined herein) from the Customer and the Local Access Provider acknowledges receipt of the Customer's Exemption Certificate.

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.1 General (continued)

- (H) Any Applicant for Service that was furnished Service under a former contract with the Company shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such Service, before any additional Service will be furnished.
- (I) In the event that the Company's ability to commence or to continue to provide Service in a timely manner is delayed or interrupted because of the non-performance by the Customer of any obligation set forth in this Tariff, the Customer shall pay to the Company amounts equal to the monthly recurring charges which would have been paid had the Company been able to commence or to continue to provide Service.

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company And/Or Authorized Billing Agent

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. Payment in full is due by the due date disclosed on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of \$5.00 or 1.5% per month, whichever is greater. The one-time penalty shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in the favor of the Company.

2.9.3 Automatic Withdrawal From Checking or Savings Account

If the Customer utilizes automatic withdrawal, the charges for Services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Data Services billing detail will be provided by the Company in a separate mailing.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.4 Grace Period

Billing for all MRCs will commence beginning the day of installation and Customer's acceptance of Service. However, if a Customer is unable or not ready to accept Service within twenty-five (25) calendar days after the original Service due date, the Customer may cancel the Service Order and pay a Service Order Cancellation Charge. If the Customer does not cancel the Service Order or arrange for Service installation, the Company will commence billing on the 26th day beyond the original Service due date. If Service is cancelled by the Customer after billing commences but before Service installation, the Customer is liable for the TLC pursuant to Section 2.26.2 of this Tariff.

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2.10 Disputed Charges

- 2.10.1 The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. A Customer may advise the Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to the Company during normal business hours. A dispute must be registered with the Company prior to the delinquent date of the charge for a Customer to avoid termination of Service as provided by this Tariff.
- 2.10.2 Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. If the Company and a Customer fail to resolve a matter in dispute, the Company shall advise the Customer of its right to file an informal or formal complaint with the Commission under 4 CSR 240.070.
- 2.10.3 Failure of the Customer to participate in the Company's effort to resolve a dispute or claim will constitute a waiver of the Customer's rights to a continuance of Service.
- 2.10.4 Customers may contact the Commission in writing at the following address: Missouri Public Service Commission, 200 Madison Street, Suite 100, P. O. Box 360, Jefferson City, Missouri 65102 or via telephone at (800) 392-4211.

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2.11 Customer Care Department

Customer correspondence must be addressed to the attention of the Customer Care Department and sent to the appropriate office. The Customer may also contact the Company's Customer Care Department by calling a toll free number. The Company's Customer Care address and toll free number are printed on the Customer's bill. For Customers using automatic withdrawal from the checking or savings account, the Company's Customer Care address and toll free number are provided with the Customer's Data Services billing detail.

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SECTION 2 - RULES AND REGULATIONS

2.12 Service Installation

- 2.12.1 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.
- 2.12.2 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 charges apply as shown in Section 7.2 of this Tariff.
- 2.12.3 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.

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2.13 Service Maintenance

The Services provided under this Tariff 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.

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2.14 Technical Standards

- 2.14.1 The technical standards described in this Tariff 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 Tariff.
- 2.14.2 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.
- 2.14.3 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.
- 2.14.4 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 such service.

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2.15 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.

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SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges

2.16.1 Application of Base Rate Charges

For rules and regulations regarding the application of charges for Private Line Service, see Section 3.5 of this Tariff. For rules and regulations regarding the application of charges for Frame Relay Service, see Section 5.1.5 of this Tariff.

2.16.2 Application of Ancillary/Administrative Charges

(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 Tariff 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.

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SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.2 Application of Ancillary/Administrative Charges (continued)

(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 Tariff, the Service Order Change Charge applies if the order 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.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.2 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 described in Section 7.3 of this Tariff 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.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.2 Application of Ancillary/Administrative Charges (continued)

(B) Service Order Change Charge (continued)

.4 Change In Service Before Installation and Acceptance By Customer (continued)

- .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.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.2 Application of Ancillary/Administrative Charges (continued)

(C) Service Order Cancellation Charge

- .1 Without charge, the Customer may cancel a Service Order for up to and including three (3) business days following the Customer Commitment Date. If the Customer cancels Service more than three (3) business days after the Customer Commitment Date but before Customer's acceptance of Service, a Service Order Cancellation Charge applies. The Service Order Cancellation Charge is per Service.
- .2 When the Customer cancels Service prior to the Customer's acceptance of Service and the Company incurs an expense in connection with special construction or where special arrangements of facilities or equipment have begun before the Company receives a cancellation notice, a charge equal to the costs incurred applies. In such cases, this charge applies to allow the Company to recover the otherwise nonrecoverable costs of engineering, labor, material, equipment, and other related expenses. This charge is in addition to the Service Order Cancellation Charge described in Section 2.16.2 (C).1 of this Tariff. This charge may not exceed the charge for the minimum period of Service ordered, including installation charges, and other charges the Company may have incurred that would have been chargeable to the Customer had Service been initiated.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.3 Application of Additional Labor Charges

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

- .1 installation or Circuit changes during non-business hours or under unusual circumstances; or
- .2 a Company-designated technician at the Customer's Premises or trouble that results from problems in the Customer's equipment; or
- .3 the provision of engineering design or other activities which are not normally provided as part of the design and installation of Service; or
- .4 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 Section 7.2 of this Tariff. 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.

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SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.4 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.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.4 Application of Local Access Charges (continued)

- (C) 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 any 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 Tariff.

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2.17 Taxes and Fees

2.17.1 General

- (A) In addition to the charges specifically pertaining to Services, certain federal, state, and local taxes and fees apply to Services. All charges and fees subject to Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval. These taxes and fees are calculated based upon the point of origination of the Service, the point of termination of the Service, and the taxing jurisdiction's rules and regulations. All federal, state, and local taxes and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed as a separate line item on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.17 Taxes and Fees (continued)

2.17.1 General (continued)

- (B) Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, taxes or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, taxes or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, taxes or similar liabilities and any of the challenged assessments, duties, fees, taxes or similar liabilities are found to have been invalid and not enforceable, the Company will credit or refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company.

SECTION 2 - RULES AND REGULATIONS

2.17 Taxes and Fees (continued)

2.17.2 Tax Exemption Certificate

- (A) In order to be granted tax exempt status, a Customer claiming tax exempt status *must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered.* New Customers are required to provide the requested documentation at the time Service is ordered.
- (B) Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges.
 - .1 At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and will be responsible for the payment of same until such time as the Company has ceased billing the applicable taxes.
 - .2 The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority.
- (C) Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

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SECTION 2 - RULES AND REGULATIONS

2.18 Credits For Service Outages

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

- .1 interruptions caused by the negligence (including the provision of inaccurate information) or willful misconduct of the Customer, its Authorized Users or its End User; or
- .2 interruptions during any period which the Company or its agents are not afforded access to any Customer Premise where Service is originated or terminated; or
- .3 interruptions during any period when the Customer has released the Service to the Company for maintenance or rearrangement purposes, or for the implementation of a Customer's Service Order; or
- .4 *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; or*
- .5 interruptions not reported to the Company; or
- .6 interruptions occurring prior to the start of Service; or
- .7 interruptions caused by outages or failure of Local Access provided by a Local Access Provider for Frame Relay Service; or

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2.18 Credits For Service Outages (continued)

2.18.1 (continued)

- .8 failure of power, facilities, equipment, systems or connections not provided by the Company or a Company-designated Third Party Vendor; or
- .9 a result of scheduled maintenance or testing or troubleshooting; or
- .10 any cause beyond the Company's control, or the control of the Local Access Provider for Private Line Service.

2.18.2 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. Interruptions shall be accumulated to the nearest half-hour period. Each interruption is considered separately for the purpose of establishing the credit allowance. The credit for a billing period shall not exceed the monthly rate for the rate element.

SECTION 2 - RULES AND REGULATIONS

2.18 Credits For Service Outages (continued)

- 2.18.3 Notice of interruption should be reported by the Customer to the Company's Customer Care Department or other location designated by the Company. An interruption ends when the Service is restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service shall be deemed to be impaired, but not subject to an interruption nor corresponding credit as provided in Section 2.18.2 of this Tariff. For specific detail regarding out-of-service credits for Private Line Service, see Sections 3.2 of this Tariff. For specific details regarding out-of-service credits for Specialized Communications Services, see Section 5.4 of this Tariff.
- 2.18.4 If the Customer elects to use another means of transmission during the period of interruption, the Customer is solely responsible for payment of the charges and for the alternate transmission service used.
- 2.18.5 The credit provided in Section 2.18.2 of this Tariff is the Customer's sole and exclusive remedy for any interruption in Service.
- 2.18.6 The Services provided under this Tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. Tests and adjustment shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

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2.19 Cancellation of Service By Customer

2.19.1 Cancellation of an Existing Service

- (A) Following the start of service date, the Customer must provide the Company thirty-five (35) days advance written notice to cancel Service. If the requested disconnect date is less than thirty-five (35) days from the date the Company receives the Customer's request to cancel Service, the Company will attempt to disconnect the Service on the date requested by the Customer. However if required, the Company may take up to thirty-five (35) days to complete the disconnect. If Service is disconnected prior to the 35th day following receipt of the Customer's request to cancel Service, the cancellation date of the Service, for billing purposes, will be the 35th day from the receipt of the written cancellation notice. In addition to the TLC described in Section 2.26.2 of this Tariff, the Customer will be responsible for all monthly recurring charges for thirty-five (35) days from the date written notification is received by the Company from the Customer.
- (B) If the Company's failure of performance is thirty-five (35) days or less, Service shall not be subject to cancellation by the Customer. Rather, an appropriate percentage of charges for the directly affected Service shall be abated for such Service interruption. If the Company's failure of performance is for more than thirty-five (35) days, then the directly affected Service may be canceled by either the Company or the Customer without liability other than the Customer's liability for payment for said Service provided prior to cancellation.

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SECTION 2 - RULES AND REGULATIONS

2.19 Cancellation of Service By Customer (continued)

2.19.2 Customer Cancels An Order For Special Facilities or Dedicated Access Arrangements Before Service Begins

If a Customer (1) orders Service requiring special facilities dedicated to the Customer's use or requests that the Company order Dedicated Access arrangements as an agent of the Customer and (2) subsequently cancels its order before Service begins, before completion of the minimum Service period or before completion of some other period mutually agreed upon by the Customer and the Company, the Customer is responsible for all costs incurred expressly on behalf of the Customer by the Company including those costs the Company incurred as an agent of the Customer. If special construction has either begun or has been completed, but Service has not been provided at the time the Customer cancels Service, the Customer is responsible for all construction costs incurred by the Company on the Customer's behalf.

If the Customer cancels a Service Order prior to Service installation and Customer acceptance of Service, a Service order Cancellation Penalty may apply. See Section 2.16.2 (C) of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.20 Termination of Service By Company

2.20.1 The Company may terminate Service to the Customer upon five (5) days' verbal or written notice to the Customer for any condition listed in Section 2.2.6 of this Tariff. If the Company delivers the notice to the Customer's Premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class or express overnight delivery. The selection of the method of delivery of the notice is made by the Company.

2.20.2 The termination of Service(s) by the Company pursuant to this section 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. 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.

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SECTION 2 - RULES AND REGULATIONS

2.21 Restoration of Services

The use and restoration of Services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

2.22 Terminal Equipment

Services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems such as a CSU/DSU, router, or other network termination equipment. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

2.23 Company-Provided Equipment

The Company or Third Party Vendor may substitute, change or rearrange any equipment or facility at any time but shall endeavor to maintain the technical parameters of the Service provided the Customer. In the event that technical parameters change as a result of the Company's actions, the Company will provide the Customer with twenty-five (25) days notice prior to such change.

SECTION 2 - RULES AND REGULATIONS

2.24 Systems Security

2.24.1 If Customers are permitted access to the Company's computer systems and data (hereinafter "Systems") for the purposes of managing and maintaining their own telecommunications system, they will adhere to the following:

- (A) Customers may 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 which may be 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 who does not have 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, documentation, 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.

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SECTION 2 - RULES AND REGULATIONS

2.24 Systems Security (continued)

2.24.1 (continued)

- (D) Customers shall take all reasonable precautions to maintain the confidentiality of Systems. Such precautions shall include the use of PINs and passwords selected by and known only to the Customer's individual authorized users. Telephone numbers and dial-up access numbers assigned to the Customer by Company, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal log-off procedures prior to leaving a terminal unattended. Customers should report any known or suspected unauthorized attempt by others to access these Systems.

- 2.24.2 In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

2.25 Notices

Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's Premises.

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SECTION 2 - RULES AND REGULATIONS

2.26 Term Plan Agreements

2.26.1 General

The Company provides one (1), three (3), or five (5) year 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 decrease during the term, the new rate, if it is lower, would automatically apply to the remainder of the fixed term.

2.26.2 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 at 100% of the total monthly recurring charges on the unexpired portion of the term plan.

SECTION 2 - RULES AND REGULATIONS

2.26 Term Plan Agreements (continued)

2.26.3 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 penalized 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.
- (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. The TLC is equal to the difference in the number of months remaining in the old term plan agreement minus the number of months commitment in the new term plan agreement times the MRC. 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.

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SECTION 2 - RULES AND REGULATIONS

2.26 Term Plan Agreements (continued)

2.26.4 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 one year.

- 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 one (1) year beyond the expiration date of the original term plan agreement.
- If at the end of the one (1) year 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 a month-to-month basis. The Customer's rate plan will be changed to the rate plan with the highest monthly recurring charges for the Service, subject to any future rate change. The rate increase will be effective on the first day of the next billing cycle.

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2.27 Changes to Rates and Charges

In accordance with Commission rules, the Company may adjust its current rates and charges for Service(s) by filing revised Tariff sheets with the Commission.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.1 Technical Standards for Private Line Services

3.1.1 General

Private Line Service is offered at speeds as described in Section 3 of this Tariff. The following technical standards for Private Line Services set forth objectives for the Company to follow. These technical standards do not create any warranties on the part of the Company unless expressly set forth in this Tariff. The technical standard represents the interface specification and performance parameters.

3.1.2 Interconnection Specifications

(A) DS1 Service

DS1 Service is provided in accordance with ANSI Standard T1.102 (formerly AT&T Compatibility Bulletin 119); T1.107 Digital Hierarchy-Formats Specifications; T1.403, DS1 Metallic Interface; and TR-NWT-000499, Transport Systems Generic Requirements: Common Requirements, Issue 4, Bellcore.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.1 Technical Standards for Private Line Services (continued)

3.1.2 Interconnection Specifications (continued)

(B) DS3 Service

DS3 Service is provided in accordance with ANSI Standard T1.102 (formerly AT&T Compatibility Bulletin 119); T1.107 Digital Hierarchy-Formats Specifications; T1.404, DS3 Metallic Interface; and TR-NWT-000499, Transport Systems Generic Requirements: Common Requirements, Issue 4, Bellcore.

(C) OC3 Service

OC3/OC3c Service is provided in accordance with ANSI Standard T1.105 Telecommunications Digital Hierarchy Optical Interface Rates and Formats Specifications; TR-NWT-000499, Transport Systems Generic Requirements: Common Requirements, Issue 4, Bellcore; and GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems; Common Generic Criteria, Issue 1, Bellcore.

OC3 Service is configured with three (3) separate STS-1 signaling paths, while OC3c Service is configured as one (1) STS-3c signaling path. (An STS-3c contains three concatenated STS-1 signaling paths, which results in a clear channel payload of approximately 155 Mbps.)

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.1 Technical Standards for Private Line Services (continued)

3.1.2 Interconnection Specifications (continued)

(D) OC12 Service

OC12/OC12c Service is provided in accordance with ANSI Standard T1.105 Telecommunications Digital Hierarchy Optical Interface Rates and Formats Specifications; TR-NWT-000499, Transport Systems Generic Requirements: Common Requirements, Issue 4, Bellcore; and GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems; Common Generic Criteria, Issue 1, Bellcore.

OC12 Service is configured with four (4) separate STS-3 signaling paths, while OC12c Service is configured as one (1) STS-12c signaling path. (An STS-12c contains four (4) concatenated STS-3 signaling paths, which results in a clear channel payload of approximately 622 Mbps.)

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.1 Technical Standards for Private Line Services (continued)

3.1.3 Baseline Technical Performance Standards

(A) General

Standards for DS1, DS3, OC3, and OC12 Service apply to the end-to-end Private Line Service where the Company acts as the agent for the provision of Local Access and exclude non-performance due to the circumstances listed in Section 2.18.1 of this Tariff or planned interruption for necessary maintenance purposes. When a Customer orders its own Local Access, then the standards in this Tariff apply only to the Company-Provided components of the Circuit. Interexchange Service standards apply on a one-way basis between the originating and terminating Company-designated POP. The actual end to end (CPNIP to CPNIP) service availability and performance of the DS1, DS3, OC3, and OC12 will be combined function of the Local Access service and interexchange Service specifications. The actual end to end (CPNIP to CPNIP) service availability and performance of the DS1, DS3, OC3, and OC12 is a function of both services specified and may be affected by the type and quality of Customer-provided equipment, the application of service, and exogenous factors.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.1 Technical Standards for Private Line Services (continued)

3.1.3 Baseline Technical Performance Standards (continued)

(A) General (continued)

A Service is interrupted (and may be eligible for claim) when it becomes unusable to the Customer. A Service interruption may be eligible for an out-of-service credit if the failure is (1) in the Company-Provided facilities or (2) in Local Access facilities where the Company acts as the Customer's agent for the provision of Local Access, and the reason for the failure is determined to have been caused by the Company or Third Party Vendor providing the facilities or access.

An interruption period starts when inoperative service is reported to the Company and is released for testing and repair. An interruption period ends when Service is operative and released to the Customer. Out-of-service credit allowance is available to the Customer for interrupted service.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.1 Technical Standards for Private Line Services (continued)

3.1.3 Baseline Technical Performance Standards (continued)

(B) Availability

Availability or network availability is the measurement of the percent (%) of total time the Service is operative when measured over a 365 consecutive day (8760 hour) period. Tests to determine inoperability are 1) a loss of signal; or 2) when two consecutive fifteen (15) second loop-back tests confirm the observation of any SES; or 3) a Bit error rate equal to or worse than 1×10^{-3} .

(C) Performance (% Error Free Seconds, While Available)

% EFS is a performance measure. EFS performance is measured using a pseudo-random bit sequence as defined in CCITT Rec 0.151 and Publication T1 M1.3/92-006R1 and IEEE Standard 1007, reference 11. Interexchange EFS is 99.5%.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.1 Technical Standards for Private Line Services (continued)

3.1.3 Baseline Technical Performance Standards (continued)

(D) Performance - Errored Seconds (ES)

ES is a performance measure. ES is measured on a per diem (24 hour) basis. An ES is a count of one-second intervals containing one or more FE events, one or more SEF events, or one or more CS events.

(E) Performance - Severely Errored Seconds (SES)

SES is a performance measure. SES is measured on a per diem (24 hour) basis. A SES is a count of one-second intervals with eight or more FE events, or a SEF event.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.1 Technical Standards for Private Line Services (continued)

3.1.4 Baseline Service Exceptions

(A) Tests

Performance tests are specific to the Service and parameter in question. Tests may be performed at the Customers' request. Additional charges may be incurred by Customer-requested tests or Customer-specified testing. Out-of-service credits or claims do not apply for Customer-requested testing when Service meets acceptable performance standards set forth or if performance parameters are not defined for the Service.

(B) MTTR

The MTTR is not a baseline technical performance measure. MTTR is measured in terms of hours or time from the time the Service was released for test and repair to operability within accepted thresholds. MTTR is the average time to restore Service. A Circuit will be accepted if all test results meet or are within the acceptance limits. The failed test will be repeated.

The MTTR parameter is an outage measurement cumulative on both a monthly and twelve-month rolling basis. MTTR is not normally eligible for out-of-service credits unless the cumulative effect over a twelve (12) month rolling period exceeds the stated service specific standard for minimum performance.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.1 Technical Standards for Private Line Services (continued)

3.1.4 Baseline Service Exceptions (continued)

(C) Automatic Error Restoration and Re-route Capabilities

Automatic error restoration and re-route capabilities are not baseline technical performance measurements. Automatic Error restoration is inherent in the equipment or component used to provide Service. Routing capabilities to an alternative is a function of both equipment and network. If alternate network is available, re-route capabilities have an operative range defined on an incident basis and may differ by Service.

Automatic error restoration and re-route capabilities are not eligible for out-of-service credits. Out-of-service credits would be determined by other related performance standards.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.1 Technical Standards for Private Line Services (continued)

3.1.5 Service Specific Standards - Minimum Performance Expectations

(A) DS1 and DS3

Category	Limit
ES per day	24
% EFS per day	99.5%
SES per day	12
Network Availability	99.9%
MTTR	6 hours
Automatic Error Restoration /	50 milliseconds /
Reroute Capabilities	2 - 30 seconds

(B) OC3 and OC12

Category	Limit
ES per day	20
% EFS per day	99.9%
SES per day	8
Network Availability	99.99%
MTTR	6 hours
Automatic Error Restoration /	50 milliseconds /
Reroute Capabilities	2 - 30 seconds

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.2 Out-of-Service Credits

3.2.1 General

- (A) Following the start of service date, if a Customer reports interruption of Service or non-compliance of the baseline technical performance standards as described in Section 3.1.2 or Section 3.1.3 of this Tariff, the Customer may initiate a claim for an out-of-service credit. Tests, MTTR, and Automatic Error Restoration/Re-route Capabilities are not baseline technical performance standards. Tests, MTTR, and Automatic Error Correction may be eligible for out-of-service credits.
- (B) Unless the Customer has cancelled Service, the credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoral of the interruption of Service or non-compliance of the baseline technical performance standard(s). If the Customer has cancelled Service, the credit will be applied to the last invoice. Any excess over the amount due will be refunded to the Customer.
- (C) In any given billing month, the total amount of out-of-service credits cannot exceed 100% of the applicable monthly recurring charge(s) per affected Service.
- (D) For Private Line Service, the Company does not provide echo suppression. Voice transmission quality parameters are not necessarily coincident with data performance standards.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.2 Out-of-Service Credits (continued)

3.2.2 Interruption of Service

- (A) An out-of-service credit allowance is available to a Customer for interrupted Service. Service is interrupted (and may be eligible for claim) when it becomes unusable to the Customer because of a failure in Company-Provided facilities, a failure in Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access, or if the protective controls applied by the Company result in the complete loss of Service by the Customer.

An interruption period starts when inoperative Service is reported to the Company, and the Service is released to the Company or Company-designated Third Party Vendor for testing and repair. An interruption period ends when Service is operative and released to the Customer, and the Customer has accepted Service. If the Customer cannot be contacted for notification that the Service is operative within four (4) hours after restoration of Service, then no claim applies once Service is restored.

Regardless of the number of Service interruptions within a billing period, credits for interrupted Service will not exceed 100% of the monthly rates of the affected Service that the Customer would have otherwise paid.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.2 Out-of-Service Credits (continued)

3.2.2 Interruption of Service (continued)

- (B) An out-of-service credit will not be given to a Customer if the interruption in Service is due to the negligence of the Customer or exogenous factors (outside the Company's or Third Party Vendor's control).
- (C) In order to permit the Company to make tests and adjustments appropriate for the maintenance of services within satisfactory operating parameters, Private Line Services provided herein shall be available to the Company at times mutually agreed upon between the Company and the Customer. Tests and adjustments shall be completed within a reasonable time. No out-of-service credit will be allowed for any interruptions involved during such tests and adjustments.
- (D) The allowance for the period of interruption per affected Service is defined in Section 3.2.4 of this Tariff.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.2 Out-of-Service Credits (continued)

3.2.2 Interruption of Service (continued)

- (E) Outages must be determined by the Company to be in Company-Provided facilities or Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access.

3.2.3 Non-compliance of Performance Standards and Expectations

If the Customer notifies the Company that Service is in non-compliance of the baseline technical performance standards described in Section 3.1.3 of this Tariff an out-of-service credit may apply. If the Customer notifies the Company that Service does not meet the minimum performance expectations described in Section 3.1.5 of this Tariff, an out-of-service credit may apply for all minimum performance expectations except those service expectations / parameters as noted. Each validated violation is equivalent to a half-hour outage for credit allowance purposes.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.2 Out-of-Service Credits (continued)

3.2.4 Service Specific Credit Allowances

(A) DS1 Service

For DS1 Service, the credit allowance is equal to $1/1440$ of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges. No credit shall be allowed for an interruption of less than two (2) hours.

(B) DS3 Service

For DS3 Service, the credit allowance is equal to $1/30$ of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges. No credit shall be allowed for an interruption of less than two (2) hours.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.2 Out-of-Service Credits (continued)

3.2.4 Service Specific Credit Allowances (continued)

(C) OC3 Service

Credit(s) for an interruption of less than two (2) hours or the initial two (2) hours will be limited to 1/30 of all applicable billed elements of the affected Service. For interruptions of greater than two (2) hours, the credit allowance is equal to 1/4 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges.

(D) OC12 Service

Credit(s) for an interruption of less than two (2) hours or the initial two (2) hours will be limited to 1/30 of all applicable billed elements of the affected service. For interruptions of greater than two (2) hours, the credit allowance is equal to 1/4 of all applicable billed elements of the affected service for each (and portion of) half hour, not to exceed the full monthly recurring charges.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.2 Out-of-Service Credits (continued)

3.2.4 Service Specific Credit Allowances (continued)

(E) Miscellaneous Installation Service Credits

An installation service credit equal to 20% of the installation charge will be granted for each day missed if the Company fails to meet the service order due date without cause or notice of mutual consent with the Customer. Credits are not to exceed the full non-recurring or installation charges. An exception to an installation service credit is service orders with an expedite status, where the requested due date is missed but the normal due date interval is met. Expedites are met on "a best effort" basis. Order expedite charges apply when a Customer requests a circuit due date that is earlier than the standard provisioning interval.

(F) Additional Labor Charge Credit

If the date and time for an event which triggers additional labor charges is missed without cause or notice of mutual consent of the Customer, then additional labor charges for the event will not be charged. If these additional labor charges were charged in advance, they will be credited on the Customer's next months' bill.

(G) Special Construction

There are no credits for special construction or other incurred non-recoverable costs.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.3 Mileage Measurements

3.3.1 The rate mileage for the IOC on a two-point Private Line Service is the airline distance measured between the Customer serving Wire Centers associated with each end of the Circuit.

3.3.2 Calculation of IOC Channel mileage between Serving Wire Centers is based on V and H coordinates as obtained by reference to National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. The Airline Mileage between Serving Wire Centers is calculated as follows:

The square root of:
$$\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}$$

Where V_1 and H_1 are the V and H coordinates of point 1 and V_2 and H_2 are the coordinates of point 2.

3.3.3 Fractions of a mile are rounded up to the next whole mile before rates are applied.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.4 Limitations on Service

- 3.4.1 For Customers that utilize Private Line Service for voice transmission, the Company does not provide echo suppression. Voice transmission quality parameters are not necessarily coincident with data transmission quality.

3.5 Application of Rates and Charges

3.5.1 General

The Base Rates for a particular Private Line Service are determined by the following criteria: (1) type of Private Line Service (i.e. DS1, DS3, OC3, OC12) and (2) length of the term plan commitment. Monthly recurring charges apply for each Private Line Service furnished by the Company. Non-recurring and one time charges may also apply. Circuit termination charges for Local Access are not included in this Tariff.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.5 Application of Rates and Charges (continued)

3.5.2 Monthly Recurring Charges

There are two rate elements used in calculating the monthly recurring charge for the IOC. They include a fixed monthly charge irrespective of distance and a per mile charge based on the distance between the Customer's serving Wire Centers where each end of the circuit is located.

(A) Fixed MRC

A fixed monthly charge applies. The monthly recurring rates may vary according to the length of term plan agreement.

(B) IOC - Per Mile

This rate element applies per digital Channel whenever there is mileage associated with the digital Channel. The unit rate is multiplied by the number of miles (interoffice miles) between the Customer serving Wire Centers where the endpoints of the Channel are located.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge

(A) General

See Section 2.16.2 (B) for general rules and regulations regarding the Service Order Change Charge for Data Services. For Private Line Services, the Service Order Change Charge may apply to Service that has been ordered but not installed and accepted by the Customer and to Service that has been installed and accepted by the Customer.

(B) Change In Service Before Installation and Acceptance By Customer

- .1 If made prior to turn-up and acceptance of Service by the Customer, no charge applies for a Customer's request to change Service if re-engineering is not required. For example, no charge applies for changes in a Service Order made to change the length of a term plan or for administrative purposes such as change of name or change in billing address, contact name, or telephone number.
- .2 Unless otherwise indicated in this Tariff, the Service Order Change Charge applies when Services are re-engineered. Examples of changes which require re-engineering include but are limited to changes in serving Wire Center, transmission speed, signaling, terminating equipment or Service rearrangements.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continued)

(B) Change In Service Before Installation and Acceptance By Customer (continued)

- .3 If the Customer requests a change of location in one or both of the original endpoints, the change is treated as a change order. If re-engineering is required, the Service Order Change Charge applies.
- .4 If the Customer requests a change in signaling or terminating equipment and re-engineering of the Service is required, the request is treated as a change order. The Service Order Change Charge applies.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continued)

(C) Change In Service After Installation and Acceptance By Customer

- .1 No charge applies for a request to change Service for administrative purposes (e.g. change of name, billing address, etc.). A request to change the length of a term agreement plan is not considered an administrative change and a Service Order Change Charge may apply.
- .2 If the Customer requests a change in signaling or terminating equipment and re-engineering of the Service is required, the request is treated as a change order as long as the Service retains one of the two original endpoints, and the Service Order Change Charge applies. Otherwise the request is treated as a disconnect and new order.
- .3 If the Customer requests to change the location of both end points of the Circuit, the request is treated as a disconnect and new order. TLCs apply pursuant to Section 2.26 of this Tariff.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continued)

(C) Change In Service After Installation and Acceptance By Customer (continued)

- .4 A Customer request to change the location of one point of the Circuit will be treated as a disconnect and new order. If the serving Wire Center remains the same, TLCs do not apply. If the Customer requests to change the location of one point of the Circuit and the serving Wire Center changes, TLCs apply pursuant to Section 2.26 of this Tariff.
- .5 Unless otherwise indicated in this Tariff, TLCs and installation charges apply when the Customer's request to change Service is treated as disconnect of Service and a new order.
 - .a If the Customer requests a change to upgrade the Bandwidth of Private Line 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, TLCs do not apply.
 - .b If the Customer requests a change to upgrade the Bandwidth of Private Line 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 TLCs apply.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continued)

(C) Change In Service After Installation and Acceptance By Customer (continued)

- .6 Unless otherwise indicated in this Tariff, all other Customer requests for a change in Service which requires re-engineering will be treated as a disconnect and new order and TLCs apply pursuant to Section 2.26 of this Tariff.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.5 Application of Rates and Charges (continued)

3.5.4 VIP Discount

Customers subscribing to any of the Company's intrastate Private Line Services will automatically receive a volume discount per master account number for all Private Line Service(s) IOCs associated with the Customer's master account number. To determine the eligible monthly revenue, the Customer's base rate charges for all domestic Private Line Services (intrastate and interstate) regardless of application, bandwidth or service commitment period are totaled. This discount will be applied before the application of any other discount(s). The VIP discount will appear on the bill in the month in which the discount was earned. The VIP discount for the Private Line Service IOC is calculated by multiplying the eligible monthly revenue times the discount percent. The applicable discounts are as follows:

Eligible Monthly Revenue	Discount
\$2,000	2%
\$5,000	3%
\$10,000	5%
\$15,000	7%
\$20,000	9%
\$25,000	11%
\$50,000	12%

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.6 DS1 Service

3.6.1 This Service is a point-to-point InterLATA Private Line Service which consists of a DS1 (1.5444 Mbps.) capacity digital Channel available on a twenty-four (24) hour per day, seven (7) days per week basis. This Service is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer and provides for two-way simultaneous transmission of digital signals. Service is available as non-Channelized. Point-to-point IntraLATA Private Line Service is not available.

(A) Only point-to-point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple customer locations for the same Circuit identification/service) is not available.

(B) Local Access facilities may limit the performance specification that the Customer or End User can anticipate.

3.6.2 This Service is available to Business Customers that utilize Dedicated Access from the Customer Premises to the Serving Wire Center.

3.6.3 Customers subscribing to DS1 Private Line Service may order Service on a monthly basis or sign a term plan agreement for one (1), three (3) or five (5) years.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.6 DS1 Service (continued)

3.6.4 If the Customer signs a 5-year term plan agreement, the installation charge shown in Sections 4.1.1 (A) of this Tariff will be waived.

3.6.5 For rates and charges, see Section 4.1 of this Tariff for DS1 Service - Non-Channelized.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.7 DS3 Service

3.7.1 This Service consists of a DS3 (44.736 Mbps.) capacity digital Channel available on a twenty-four (24) hour per day, seven (7) days per week. This Service is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer and provides for two-way simultaneous transmission of digital signals. Service is offered as non-Channelized.

- (A) DS3 Service is only offered if a fiber facility is available. Only InterLATA point-to-point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple customer locations for the same Circuit identification/service) is not available. Point-to-point IntraLATA Private Line Service is not available.
- (B) Local Access facilities may limit the performance specification that the Customer or End User can anticipate.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.7 DS3 Service (continued)

- 3.7.2 This Service is available to Business Customers that utilize Dedicated Access from the Customer Premises to the Serving Wire Center.
- 3.7.3 Customers subscribing to DS3 Private Line Service must sign a term plan agreement for one (1), three (3) or five (5) years.
- 3.7.4 If the Customer signs a 5-year term plan agreement, the installation charge shown in Section 4.2.1 (A) of this Tariff will be waived.
- 3.7.5 For rates and charges, see Section 4.2 of this Tariff for DS3 Service - Non-Channelized.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.8 OC3 Service

3.8.1 This Service consists of a OC3 (155.52 Mbps.) capacity digital Channel available on a twenty-four (24) hour per day, seven (7) days per week. This Service is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer and provides for two-way simultaneous transmission of digital signals. Service is offered as non-Channelized.

- (A) OC3 Service is only offered if a fiber facility is available. Only InterLATA point-to-point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple customer locations for the same Circuit identification/service) is not available. Point-to-point IntraLATA Private Line Service is not available.
- (B) Local Access facilities may limit the performance specification that the Customer or End User can anticipate.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.8 OC3 Service (continued)

3.8.2 This Service is available to Business Customers that utilize Dedicated Access from the Customer Premises to the Serving Wire Center and sign a term plan agreement for one (1), three (3) or five (5) years.

3.8.3 If the Customer signs a 5-year term plan agreement, the installation charge shown in Section 4.3.1 (A) of this Tariff will be waived.

3.8.4 For rates and charges, see Section 4.3 of this Tariff for OC3 Service - Non-Channelized.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.9 OC12 Service

3.9.1 This Service consists of a OC12 (622.08 Mbps.) capacity digital Channel available on a twenty-four (24) hour per day, seven (7) days per week. This Service is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer and provides for two-way simultaneous transmission of digital signals. Service is offered as non-Channelized.

(A) OC12 Service is only offered if a fiber facility is available. Only InterLATA point-to-point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple customer locations for the same Circuit identification/service) is not available. Point-to-point IntraLATA Private Line Service is not available.

(B) Local Access facilities may limit the performance specification that the Customer or End User can anticipate.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.9 OC12 Service (continued)

3.9.2 This Service is available to Business Customers that utilize Dedicated Access from the Customer Premises to the Serving Wire Center and sign a term plan agreement for one (1), three (3) or five (5) years.

3.9.3 If the Customer signs a 5-year term plan agreement, the installation charge shown in Section 4.4.1 (A) of this Tariff will be waived.

3.9.4 For rates and charges, see Section 4.4 of this Tariff for OC12 Service - Non-Channelized.

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SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES

4.1 DS1 Service

4.1.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

	Charge Per DS1			
Rate Element	MTM	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Installation Charge	\$1,000.00	\$700.00	\$500.00	\$00.00
Service Order Change Charge	\$325.00	\$325.00	\$325.00	\$325.00
Service Order Cancellation Charge	\$500.00	\$500.00	\$500.00	\$500.00

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SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES

4.1 DS1 Service (continued)

4.1.1 Non-Channelized (continued)

(B) Monthly Recurring Charge - Fixed

	Fixed Monthly Recurring Charges			
	MTM	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Per Circuit	\$4,500.00	\$3,900.00	\$3,450.00	\$3,120.00

(C) Interoffice Channel Charge - Per Mile

The per mile interoffice Channel charge is as follows:

	Per Mile Charge			
	MTM	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Per Mile	\$4.50	\$3.90	\$3.65	\$3.25

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SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES

4.2 DS3 Service

4.2.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

	Charge Per DS3		
Rate Element	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Installation Charge	\$1,600.00	\$1,000.00	\$00.00
Service Order Change Charge	\$525.00	\$525.00	\$525.00
Service Order Cancellation Charge	\$1,000.00	\$1,000.00	\$1,000.00

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SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES

4.2 DS3 Service (continued)

4.2.1 Non-Channelized (continued)

(B) Monthly Recurring Charge - Fixed

	Fixed Monthly Recurring Charges		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Per Circuit	\$30,500.00	\$27,500.00	\$26,500.00

(C) Interoffice Channel Charge - Per Mile

The per mile interoffice Channel charge is as follows:

	Per Mile Charge		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Per mile	\$76.00	\$70.00	\$67.50

SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES

4.3 OC3 Service

4.3.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

Rate Element	Charge Per OC3		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Installation Charge	\$3,000.00	\$2,500.00	\$00.00
Service Order Change Charge	\$2,500.00	\$2,500.00	\$2,500.00
Service Order Cancellation Charge	\$2,500.00	\$2,500.00	\$2,500.00

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SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES

4.3 OC3 Service (continued)

4.3.1 Non-Channelized (continued)

(B) Monthly Recurring Charge - Fixed

	Fixed Monthly Recurring Charges		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Per Circuit	ICB	ICB	ICB

(C) Interoffice Channel Charge - Per Mile

The per mile interoffice Channel charge is as follows:

	Per Mile Charge		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Per Mile	ICB	ICB	ICB

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SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES

4.4 OC12 Service

4.4.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

Rate Element	Charge Per OC12		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Installation Charge	\$4,000.00	\$3,500.00	\$00.00
Service Order Change Charge	\$4,000.00	\$4,000.00	\$4,000.00
Service Order Cancellation Charge	\$3,500.00	\$3,500.00	\$3,500.00

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SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES

4.4 OC12 Service (continued)

4.4.1 Non-Channelized (continued)

(B) Monthly Recurring Charge - Fixed

	Fixed Monthly Recurring Charges		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Per Circuit	ICB	ICB	ICB

(C) Interoffice Channel Charge - Per Mile

The per mile interoffice Channel charge is as follows:

	Per Mile Charge		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Per Mile	ICB	ICB	ICB

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Frame Relay Service

5.1.1 Description

- (A) This Service is a packet data service, accessible at speeds of up to 40 Mbps for NNI ports, which provides Customers with a capability to connect locations via PVCs for data transmission. Customers may subscribe to term plans for one, three, or five years for UNI or NNI ports.
- (B) This Service, comprised of three components, allows Customer-compatible applications and/or equipment to connect to the FRS network. The three components are local loop access, FRS Port options, and PVCs.
 - .1 The local loop access to the FRS network is through DS0 or DS1 digital Access Lines.
 - .2 The FRS Port options allow access to the FRS network.
 - .3 PVCs provide a connection oriented transmission Channel from source to destination. PVCs are defined by DLCIs which identify address information and route the framed data. Multiple virtual connections can be established over a single digital transmission facility and single port.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Frame Relay Service (continued)

5.1.1 Description (continued)

(B) (continued)

Each individual access link and Frame Relay Port can be shared with traffic to multiple designations.

(C) The DLCIs are established at the time of Service subscription at Customer specified end points making a PVC. The FRS network will only transmit data between authorized DLCIs. Each PVC has a pre-assigned CIR and a Burst Rate. This provides Bandwidth sharing and Bandwidth on demand capabilities.

(D) At Service subscription, the CIR and the Burst Rate must be specified for each PVC ordered.

(E) For FRS the following installation intervals apply:

Access Speed	Standard Installation Interval (Business Days)
up to and including 1.536 Mbps	45
greater than 1.536 Mbps	ICB

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Frame Relay Service (continued)

5.1.2 Access

(A) Access to Frame Relay Service can be made using one of the following methods provided by a Local Access Provider. For each access facility used, one port is required for access to FRS. For each port used, the speed selected must be equal to or greater than the CIR for each PVC connected to the port.

- DS0 digital private line inter-office service at speeds of 56 or 64 Kbps.
- DS1 digital access (including subrate DS1 port options).

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Frame Relay Service (continued)

5.1.3 Permanent Virtual Circuits

- (A) A PVC is a logical Customer-dedicated communications path defined between two Port connections. Each PVC is assigned a CIR which is the average minimum data rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can be greater than the CIR when excess capacity is available on the Port and on the network. When this excess capacity exists, a data rate above the CIR may be achieved up to the Port capacity. Data sent across a virtual connection in excess of that connection's CIR will be marked by the network as being discard eligible (DE) in the event of network congestion and will be delivered only if the instantaneous demand for output on a transmission Channel is equal to or less than the capacity of the queue for that Channel.
- (B) PVCs are simplex (one-directional). Duplex (two-way) traffic requires the use of two PVCs. However, it is not required that they be of equal CIR speeds.
- (C) Each PVC is subject to a minimum charge equal to the charge for one month's service.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Frame Relay Service (continued)

5.1.4 Basic Features

- (A) Customers predefine the locations/lines authorized to exchange data. The Company uses this information to assign and administer the DLCIs and PVCs.
- (B) The CIR and Burst Rate will be negotiated with each Customer at the time the Customer subscribes to the Company's Service. These rates will be based on Port termination speeds and the number of PVCs per Port ordered by the Customer.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Frame Relay Service (continued)

5.1.5 Application of Rates and Charges

(A) Port Charges

.1 Non-recurring Charges

A non-recurring charge will be assessed for installation, change, and/or expedited Service order.

.2 Monthly Recurring Charges

- .a The monthly recurring charges apply per Port. The charges are determined based upon the Port speed. The monthly recurring rates may vary according to the length of term plan agreement.

(B) PVC Per Cumulative CIR

A monthly recurring charge applies per Kbps increment or fraction thereof based on the type of access and data transmission rate.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Frame Relay Service (continued)

5.1.5 Application of Rates and Charges (continued)

(C) Volume Incentive Plan (VIP) Discount

Customers subscribing to any of the Company's Frame Relay Service(s) will automatically receive a volume discount per master account number for all Frame Relay Service(s) associated with the Customer's master account number. This discount will be based on the Customer's total monthly billed Frame Relay Service revenue (intrastate and interstate) for monthly recurring charges only. This discount will be applied before the application of any other discount(s). The discount will appear on the bill in the month in which the discount was earned. The applicable discounts are as follows:

Eligible Monthly Revenue	Discount
\$2,000	7%
\$5,000	10%
\$10,000	14%
\$25,000	16%
\$50,000	20%
\$100,000	25%

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Frame Relay Service (continued)

5.1.6 Service Level Credits

The following table identifies the individual metrics and values for Frame Relay Service.

Metric	Value
POP to POP Availability	99.95% per calendar year, not to be less than 99.9% in any month
Mean Time to Repair	4 hours on a rolling month average
Data Delivery Rate	99.95% of DE=O frames when PVC is active
Network Latency (One-Way)	75 milliseconds

To obtain a service level credit, the Customer must report the service problem to the Company's Customer Care Department or other location designated by the Company.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Frame Relay Service (continued)

5.1.6 Service Level Credits (continued)

The following table identifies credits to be refunded to the Customer when the data metrics as specified above exceeds the specified values.

Data Metric Exceeding Specified Value	Credit for that Portion of the Network Not in Compliance
1 or more service metrics exceeding specified value for 2 consecutive months	10% of Monthly Recurring Charge
2 or more service metrics exceeding specified value for 3 consecutive months	15% of Monthly Recurring Charge
2 or more service metrics exceeding specified value for 4 consecutive months	25% of Monthly Recurring Charge
2 or more service metrics exceeding specified value for 5 consecutive months	30% of Monthly Recurring Charge
2 or more service metrics exceeding specified value for 6 consecutive months	50% of Monthly Recurring Charge plus waiver of termination liabilities

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Frame Relay Service (continued)

5.1.6 Service Level Credits (continued)

Unless the Customer has canceled Service, the service level credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoral of the interruption of Service. If the Customer has canceled Service, the credit will be applied to the last invoice and only the excess over the amount due will be refunded to the Customer. In no event will the total of the Service Level Credit and the Service Outage Credit exceed the monthly recurring charge for the Port, Access Gateway, or applicable PVCs.

5.1.7 Quality Standards

Frame Relay Service complies with both the ITU and ANSI standards.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 ATM/Cell Relay Service

ATM/Cell Relay Service is a high speed digital data Service utilizing cell-switching technology. Access speeds range from DS1 (1.544 Mbps) to OC12 (622 Mbps). Intrastate ATM/Cell Relay Service will be provided on an individual case basis.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.3 Other Specialized Communications Services

5.3.1 Primary Rate Interface - Integrated Services Digital Network

(A) General Description

PRI-ISDN provides high-speed end-to-end digital service with out-of-band signaling. Service is available to Business Customers that sign a 1-year, 3-year or 5-year term plan agreement. PRI-ISDN utilizes a 1.544 Mbps facility and provides ANSI standard PRI for Company-Provided dedicated toll free Services and dedicated outbound (1+) Services. Company-Provided dedicated toll free and dedicated outbound (1+) Services are separately offered Services and the charges are not included in the PRI-ISDN rates and charges.

PRI-ISDN conforms to both the ANSI PRI-ISDN standard and Northern Telecom PRI Specifications Number NIS-A211-4. ISDN uses a set of technical protocols jointly developed by the ITU to traverse DS1 access using Q.931 signaling protocol. Acceptable protocol variants are NTNAPRI, U449PRI, U459PRI, and N449PRI.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.3 Other Specialized Communications Services (continued)

5.3.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(A) General Description (continued)

A principal PRI Service consists of up to twenty-three 64 Kbps digital B-Channels and one 64 Kbps digital D-Channel. Subsequent, subordinate PRI Service may consist of up to twenty-four 64 Kbps digital B-Channels. Only one trunk group may be provisioned per active D-Channel. The DS1 Local Access facility must be established with Clear Channel capability and Extended Super-Frame Format.

A D-Channel is utilized to provide out-of-band signaling for the PRI trunk group. One D-Channel may provide signaling for up to 671 B-Channels (maximum of 28 DS1s). A Backup D-Channel Option is available which provides a second D-Channel associated with a PRI trunk group in the event that the principal D-Channel fails. The Backup D-Channel Option is a D-Channel in standby and cannot be used as a B-Channel.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.3 Other Specialized Communications Services (continued)

5.3.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(A) General Description (continued)

A PRI Port is required to utilize ISDN features. This PRI Port is the network interconnection providing the ISDN functionality at the Company-Provided POP. A PRI Port is capable of supporting twenty-four Channels carrying ISDN Services. The initial PRI Port or principal PRI Service must be configured to have one D-Channel. Multiple Ports sharing a D-Channel must be in the same PRI-ISDN trunk group as the active D-Channel.

PRI ISDN Local Access provides a path between the Customer's Premises and the Company designated POP. The PRI ISDN Local Access facility has a Bandwidth capacity of 1.544 Mbps. PRI ISDN Local Access typically consists of Channel terminations at the Circuit's ends and mileage computed by V&H coordinates between the Customer's serving wire center and the Company-Provided POP. The PRI ISDN Local Access facility is provided by the Local Access Provider. 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. The Company will act as the Customer's agent for payment of Local Access charges to the Local Access Provider.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.3 Other Specialized Communications Services (continued)

5.3.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(A) General Description (continued)

PRI ISDN will support Company dedicated Toll-Free Service, dedicated outbound (1+) Service, or both, on a single trunk group. The Customer must specify which of the available Services or combination of Services are to be carried on the PRI B-Channels at the time PRI ISDN is ordered. The active D-Channel carries the signaling, control, and user data associated with the corresponding B-Channels.

Only CPE which is compatible with the Company's PRI ISDN network specifications can be connected to the network. PRI ISDN is not available to Customers with Plexar services.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.3 Other Specialized Communications Services (continued)

5.3.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(B) Configurations, Options, and Features

.1 Standard PRI ISDN Port

- .a 23B-Channels and 1D-Channel (initial or principal)
- .b 24B-Channels (subordinate only)
- .c 23B-Channels and 1 backup D-Channel (subordinate, if Backup D-Channel Option is requested)

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.3 Other Specialized Communications Services (continued)

5.3.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(B) Configurations, Options, and Features

.2 Backup D-Channel Option

The Backup D-Channel Option allows the Customer to have a second D-Channel associated with a PRI ISDN trunk group. The Backup D-Channel Option provides a standby control Channel for ISDN signaling between the Customer location and the network. This provides protection should there be a failure in the active D-Channel. Backup D-Channel is provisioned through the use of a second "23B + 1D" configured PRI ISDN Port and Local Access Circuit. Performance on the second (or standby) D-Channel is identical to the principal (or active) D-Channel. With the Backup D-Channel Option, only one of the D-Channels is in the active state (processing signaling messages) and the other is in the standby state. If the active D-Channel fails, then the standby D-Channel will be activated. When the standby D-channel becomes activated, any calls that are in progress and being carried over subordinate PRI ISDN Ports within the PRI ISDN trunk group are sustained.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.3 Other Specialized Communications Services (continued)

5.3.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(C) Monthly Recurring Charges

Fixed monthly charges apply. The MRCs vary according to the length of the term plan agreement.

(D) Ancillary/Administrative Charges

.1 PRI ISDN Installation Charges

Installation charges are non-recurring charges and vary based on the length of the term plan agreement.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.3 Other Specialized Communications Services (continued)

5.3.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(D) Ancillary/Administrative Charges (continued)

.2 PRI ISDN Port Redesign Charges

A redesign charge will apply whenever the Customer makes a request that requires the reconfiguration of a PRI ISDN Port. Examples of these types of requests include but are not limited to:

- Re-establishing or rearranging B-Channels or D-Channels
- Adding or removing a backup D-Channel
- Adding, removing or reconfiguring Company-Provided dedicated outbound (1+) Services or dedicated Toll Free Services associated with a PRI ISDN Port

The term plan commitment restarts upon redesign of PRI ISDN Service. A PRI ISDN Port Redesign Charge applies in lieu of the PRI ISDN Installation Charge.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.3 Other Specialized Communications Services (continued)

5.3.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(D) Ancillary/Administrative Charges (continued)

.3 Termination Liability Charges

The Termination Liability Charge described in Section 2.26.2 of this Tariff applies if the Customer cancels PRI ISDN Service prior to the expiration of the term plan agreement.

(E) Service Upgrades

An upgrade of Service is defined as an agreement to a term of equal or longer length, and the term is re-initiated. The MRCs associated with PRI ISDN Ports are eligible for the Private Line VIP discount in Section 3.5.4 of this Tariff. Eligible PRI Port charges are cumulative with eligible Private Line Services charges towards a VIP discount defined in the Data Private Line Services Section, Section 3.5.4 of this Tariff.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.3 Other Specialized Communications Services (continued)

5.3.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(F) Service Level Credits

The following table identifies the individual metrics and values for PRI ISDN Service:

Metric	Value
Network Availability	99.9% in any month
Mean Time to Repair	6 hours

To obtain a service level credit, the Customer must report the service problem to the Company's Customer Care Department or other location designated by the Company.

Unless the Customer has canceled Service, the service level credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoral of the interruption of Service. If the Customer has canceled Service, the credit will be applied to the last invoice and only the excess over the amount due will be refunded to the Customer. In no event will the total of the service level credit and the service outage credit exceed the monthly recurring charge for the PRI ISDN Port.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.4 Out-of-Service Credits

5.4.1 General

- (A) Following the start of service date, if a Customer reports interruption of Service, the Customer may initiate a claim for an out-of-service credit. Tests, MTTR, and Automatic Error Correction may be eligible for out-of-service credits.
- (B) Unless the Customer has cancelled Service, the credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoral of the interruption of Service. If the Customer has cancelled Service, the credit will be applied to the last invoice. Any excess over the amount due will be refunded to the Customer.
- (C) In any given billing month, the total amount of out-of-service credits cannot exceed 100% of the applicable monthly recurring charge(s) per affected Service.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.4 Out-of-Service Credits (continued)

5.4.2 Interruption of Service

- (A) An out-of-service credit allowance is available to a Customer for interrupted Service. Service is interrupted (and may be eligible for claim) when it becomes unusable to the Customer because of a failure in Company-Provided facilities, a failure in Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access, or if the protective controls applied by the Company result in the complete loss of Service by the Customer.

An interruption period starts when inoperative Service is reported to the Company and the Service is released to the Company or Company-designated Third Party Vendor for testing and repair. An interruption period ends when Service is operative and released to the Customer, and the Customer has accepted Service. If the Customer cannot be contacted for notification that the Service is operative within four (4) hours after restoration of Service, then no claim applies once Service is restored.

Regardless of the number of Service interruptions within a billing period, credits for interrupted Service will not exceed 100% of the monthly rates of the affected Service that the Customer would have otherwise paid.

- (B) An out-of-service credit will not be given to a Customer if the interruption in Service is due to the negligence of the Customer or exogenous factors (outside the Company's or Third Party Vendor's control).

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.4 Out-of-Service Credits (continued)

5.4.2 Interruption of Service (continued)

- (C) In order to permit the Company to make tests and adjustments appropriate for the maintenance of services within satisfactory operating parameters, Specialized Communications Services provided herein shall be available to the Company at times mutually agreed upon between the Company and the Customer. Tests and adjustments shall be completed within a reasonable time. No out-of-service credit will be allowed for any interruptions involved during such tests and adjustments.
- (D) The allowance for the period of interruption per affected Service is defined in Section 5.4.3 of this Tariff.
- (E) Outages must be determined by the Company to be in Company-Provided facilities or Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.4 Out-of-Service Credits (continued)

5.4.3 Credit Allowances

(A) Specialized Communications Services

For Specialized Communications Services, except for PRI ISDN Service, the credit allowance is equal to 1/1440 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges. For PRI ISDN Service, the credit allowance is equal to 1/60 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges.

(B) Miscellaneous Installation Service Credits

An installation service credit equal to 20% of the installation charge will be granted for each day missed if the Company fails to meet the service order due date without cause or notice of mutual consent with the Customer. Credits are not to exceed the full non-recurring or installation charges. An exception to an installation service credit is service orders with an expedite status, where the requested due date is missed but the normal due date interval is met. Expedites are met on "a best effort" basis. Order expedite charges apply when a Customer requests a circuit due date that is earlier than the standard provisioning interval.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.4 Out-of-Service Credits (continued)

5.4.3 Credit Allowances (continued)

(C) Additional Labor Charge Credit

If the date and time for an event which triggers additional labor charges is missed without cause or notice of mutual consent of the Customer, then additional labor charges for the event will not be charged. If these additional labor charges were charged in advance, they will be credited on the Customer's next months' bill.

(D) Special Construction

There are no credits for special construction or other incurred non-recoverable costs.

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.1 Frame Relay Service

6.1.1 FRS UNI/NNI Access Port Termination - Per Port

(A) DSO

Port Speed	Monthly Recurring Charges			One Time Charge*
	1 Year	3 Year	5 Year	
56/64 Kbps	\$273	\$261	\$243	\$350

* One Time Charge does not apply with 5 Year Term.

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.1 Frame Relay Service (continued)

6.1.1 FRS UNI/NNI Access Port Termination - Per Port (continued)

(B) DS1/Fractional DS1

Port Speed	Monthly Recurring Charges			One Time Charge*
	1 Year	3 Year	5 Year	
128 Kbps	\$491	\$471	\$437	\$350
192 Kbps	\$591	\$567	\$549	\$350
256 Kbps	\$709	\$680	\$632	\$350
320 Kbps	\$815	\$782	\$756	\$350
384 Kbps	\$893	\$857	\$796	\$350
448 Kbps	\$1,011	\$969	\$938	\$350
512 Kbps	\$1,101	\$1,056	\$981	\$350
576 Kbps	\$1,191	\$1,142	\$1,105	\$350

*One Time Charge does not apply with 5 Year Term.

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.1 Frame Relay Service (continued)

6.1.1 FRS UNI/NNI Access Port Termination - Per Port (continued)

(B) DS1/Fractional DS1 (continued)

Port Speed	Monthly Recurring Charges			One Time Charge*
	1 Year	3 Year	5 Year	
640 Kbps	\$1,269	\$1,217	\$1,178	\$350
704 Kbps	\$1,323	\$1,269	\$1,228	\$350
768 Kbps	\$1,357	\$1,301	\$1,209	\$350
1024 Kbps	\$1,853	\$1,777	\$1,651	\$350
1536 Kbps	\$2,370	\$2,272	\$2,111	\$350

* One Time Charge does not apply with 5 Year Term.

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.1 Frame Relay Service (continued)

6.1.1 FRS UNI/NNI Access Port Termination - Per Port (continued)

(C) DS3 (NNI Access Ports Only)

Port Speed	Monthly Recurring Charges			One Time Charge*
	1 Year	3 Year	5 Year	
40 Mbps	\$3,094	\$2,967	\$2,757	\$600

* One Time Charge does not apply with 5 Year Term.

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.1 Frame Relay Service (continued)

6.1.2 FRS NNI Access Gateway - Cumulative CIR Per Customer Site

Allocated Bandwidth	Monthly Recurring Charges	One Time Charges **
4 to 16 Kbps	\$50	\$100
17 to 32 Kbps	\$62	\$100
33 to 48 Kbps	\$73	\$100
49 to 64 Kbps	\$85	\$100
65 to 128 Kbps	\$132	\$100
129 to 192 Kbps	\$178	\$100
193 to 256 Kbps	\$225	\$100
257 to 320 Kbps	\$300	\$100
321 to 384 Kbps	\$352	\$100
385 to 448 Kbps	\$405	\$100
449 to 512 Kbps	\$457	\$100

** Charged only once per Customer site for Access Gateway set-up.

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.1 Frame Relay Service (continued)

6.1.2 FRS NNI Access Gateway - Cumulative CIR Per Customer Site (continued)

Allocated Bandwidth	Monthly Recurring Charges	One Time Charges**
513 to 576 Kbps	\$509	\$100
577 to 640 Kbps	\$589	\$100
641 to 704 Kbps	\$644	\$100
705 to 768 Kbps	\$700	\$100
769 to 832 Kbps	\$755	\$100
833 to 896 Kbps	\$811	\$100
897 to 960 Kbps	\$865	\$100
961 to 1024 Kbps	\$920	\$100
1.024 to 2 Mbps	ICB	ICB
Each Add'l Mbps or Portion of Mbps Over 2 Mbps	ICB	ICB

**Charged only once per Customer site for Access Gateway set-up.

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.1 Frame Relay Service (continued)

6.1.3 PVCs - Duplex

CIR/PVC	Monthly Recurring Charges	One Time Charges
4 Kbps	\$16	\$100
8 Kbps	\$16	\$100
16 Kbps	\$16	\$100
32 Kbps	\$31	\$100
48 Kbps	\$46	\$100
64 Kbps	\$63	\$100
128 Kbps	\$125	\$100
192 Kbps	\$190	\$100
256 Kbps	\$251	\$100
320 Kbps	\$315	\$100
384 Kbps	\$375	\$100
448 Kbps	\$440	\$100

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.1 Frame Relay Service (continued)

6.1.3 PVCs - Duplex (continued)

CIR/PVC	Monthly Recurring Charges	One Time Charges
512 Kbps	\$500	\$100
576 Kbps	\$565	\$100
640 Kbps	\$625	\$100
704 Kbps	\$690	\$100
768 Kbps	\$750	\$100
832 Kbps	\$815	\$100
896 Kbps	\$875	\$100
960 Kbps	\$940	\$100
1024 Kbps	\$1,000	\$100

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.1 Frame Relay Service (continued)

6.1.4 Ancillary/Administrative Charges

Rate Element	Charge
Configuration Change Charge	\$50
Port Order Change Charge	\$100
PVC Order Change Charge	\$50
Service Order Cancellation Charge	\$250

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.2 Primary Rate Interface - Integrated Services Digital Network

6.2.1 Monthly Recurring Charges

Rate Element	1-Year Term	3-Year Term	5-Year Term
Standard PRI ISDN Port (per port)	\$700	\$500	\$450
Backup D-Channel (per Channel)	\$0	\$0	\$0

6.2.2 Ancillary/Administrative Charges

Rate Element	1-Year Term	3-Year Term	5-Year Term
Standard PRI ISDN Port Installation (per port)	\$1,750	\$875	\$0
PRI ISDN Service Order Cancellation Charges (per port)	\$500	\$500	\$500
PRI ISDN Port Redesign (per occurrence)	\$1,500	\$750	\$0

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SECTION 7 - MISCELLANEOUS CHARGES

7.1 Return Check Charge

When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's bad check charge applies. Otherwise, the Company will assess the Customer a return check charge of \$25.00 for any check that is returned for any reason by the financial institution on which it is drawn.

7.2 Additional Labor Charges

	Rate Per Fifteen Minutes
8:00 am to but not including 5:00 pm Monday through Friday excluding holidays	\$25.00
Holidays (New Years Day, Federally Observed Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas)	\$31.25
All Other Times	\$31.25

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SECTION 7 - MISCELLANEOUS CHARGES

7.3 Order Expedite Charge

Customers may request a change in the requested Service due date for pending Service Orders. When the Company accepts a request to expedite an order, the Company does not promise to deliver on the desired due date in advance of the normal service order interval. The Company will use its best effort to meet the desired due date. A one-time charge applies when the Customer requests a Service due date sooner than the standard interval due date, and Service is provided sooner than the standard interval due date. An Order Expedite Charge applies when a change of requested Service due date is the only Customer requested change to the original or supplemental Service Order. The Order Expedite Charge will be applied to each Private Line Circuit, each Frame Relay UNI/NNI Port, and each PRI ISDN Port where an expedited due date is requested. Any expedite charges incurred for the provisioning of local access are not included in this Order Expedite Charge and will be passed through to the Customer. If the Customer requests a change to the Service Order in addition to the requested Service due date, the Service Order Change Charge applies pursuant to Section 2.16.2 (B) of this Tariff in lieu of the Order Expedite Charge. The Order Expedite Charge is as follows:

	Non-Recurring
Private Line Rate Per Circuit	\$500
Frame Relay Rate per UNI/NNI Port	\$300
PRI ISDN Rate per Port	\$500

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SECTION 8 - PROMOTIONS

8.1 General

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 engage in national and/or intrastate special promotional offerings or trial Service offerings designed to attract new Customers, retain existing Customers, win back former Customers, or stimulate Customer usage. The terms of national promotional offerings are set forth in the applicable interstate tariffs governing such programs. To the extent these programs may extend to intrastate Services, the terms of these national offerings are incorporated by reference. The Company may require an advance payment as a condition of a promotional offering. Promotional offerings are subject to prior approval of the Commission. The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period. The Company will offer all promotions in a nondiscriminatory manner.

SECTION 9 - CONTRACT SERVICES

9.1 Special Service Arrangements

9.1.1 General

Data Service(s) will be made available to Customers in a non-discriminatory manner. Rates for interexchange and local exchange dedicated access, private line, non-switched services may be determined on an ICB basis. ICB rates will be structured to recover the company's cost of providing the Service and will be made available to the Commission staff upon request on a proprietary basis. ICB rates will not be used for Switched Services.

Customer-specific service arrangements, which may include engineering, installation, construction, facilities, assembly, and/or other special services, may be furnished in addition to existing Tariff offerings. Rates, terms, and conditions plus any additional regulations, if applicable, for the special service arrangements will be developed upon Customer's request. Such terms and conditions and rates and charges will be available under contract to similarly situated Customers for a period of ninety (90) days following the effective date of the SSA of the initial Customer for whom the SSA was designed, unless otherwise specifically provided for in the SSA. Similarly situated Customers enrolling in a SSA must agree to service installation no more than ninety (90) days after contracting to receive services under a SSA. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this Tariff.

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