

ACCESS SERVICE

2. GENERAL REGULATIONS

2.1 Undertaking of the Utility

2.1.1 Scope

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

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(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Utility (Cont'd)

2.1.2 Limitations

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

(1) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

(2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

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

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

(B) The installation, use and restoration of service shall be subject to the regulations set forth in 10.8.1(C) following concerning the Telecommunications Service Priority (TSP) System.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Utility (Cont'd)

2.1.2 Limitations (Cont'd)

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

2.1.3 Liability

(A) The Utility's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer, or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, preemption, and subject to the provisions of (B) through (H) following, the Utility's liability, except as set forth in 8.1.3 following if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a Credit Allowance for a Service Interruption.

(B) The Utility shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Utility for its own act or omission hold liable any other carrier or customer providing a portion of a service.

(C)

(D) The Utility is not liable for damages to the customer's premises or an Expanded Interconnection Service License (C) Space resulting from the furnishing of a service, (C) including the installation and removal of equipment and associated wiring, unless the damage is caused by the Utility's negligence.

(E) The Utility shall be indemnified, defended and held harmless by the end user or collocater against any claim, (C) loss or damage arising from the end user's use of its services offered under this tariff, involving:

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Utility (Cont'd)

2.1.3 Liability (Cont'd)

(E)(Cont'd)

- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
- (2) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Utility in connection with facilities or equipment furnished by the end user or customer or;
- (3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.

(F) The Utility shall be indemnified, defended and held harmless by the customer including a collocater against (C) any claim, loss or damage arising from the customer's use of services offered under this tariff, involving:

- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
- (2) Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Utility in connection with facilities or equipment furnished by the end user or customer or;
- (3) All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this tariff.
- (4) Any fines, penalties, losses, costs, damages, injuries, expenses, claims, liens, encumbrances, or other liability as a result of injury or death, destruction or property loss, including environmental contamination and clean-up costs, except that which is solely caused by the Utility's negligence or willful misconduct. (N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Utility (Cont'd)

2.1.3 Liability (Cont'd)

(G) The Utility does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Utility shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

(H) No license under patents (other than the limited license to use) is granted by the Utility or shall be implied or arise by estoppel), with respect to any service offered under this tariff. The Utility will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.

(I) The Utility's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Utility, acts of God and other circumstances beyond the Utility's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4 following.

(J) The Utility shall be liable to a Collocator only for and to the extent of any physical damage directly and primarily caused by the negligence of the Utility's agents or employees to the Collocator's facilities or equipment occupying the Utility's property. The Utility shall not be liable to a Collocator or customers of a Collocator for any interruption of a Collocator's service for interference with the operation of a Collocator's facilities arising in any manner of a Collocator's use of Licensed Space, unless caused by the Utility's willful misconduct.

(N)
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(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Utility (Cont'd)

2.1.4 Provision of Services

- (A) The Utility, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Utility's telephone exchange services, will provide to the customer upon reasonable notice services offered in other applicable sections of this tariff at rates and charges specified therein
- (B) The Utility will not release any customer billing information to an Interexchange Carrier (IEC) unless the IEC has tariff rules on file with the California Public Utilities Commission substantially identical to those which govern the exchange carriers' release of nonpublished telephone numbers, customer credit information, or customer calling records, as described in Schedule Cal.P.U.C. No. A2., 2.1.34 Rule No. 34 and 2.1.35 Rule No. 35.

(C) Limited Offering Services

Limited Offering Services will continue to be furnished to existing Special Access customers as described in Section 7.2 following. The Utility is not obligated to provide new backbone circuits, but customers can add or delete legs to existing services.

- (1) For Dataphone® Select-A-Station^{*,#} as described in Schedule Cal.P.U.C. No. B6., a limited offering will allow customers with services existing as of September 16, 1996 to establish new backbone circuits and systems and add or delete legs to existing services where Utility inventory, facilities, and conditions permit. (T)

Limited Offering Service, Dataphone® Select-A-Station - See General Regulations, Schedule Cal.P.U.C. No. B2.2.4,C., effective September 3, 1997, Resolution T-16077. (N)

@ Frozen/Grandfathered Dataphone® Select-A-Station Service effective March 14, 2005, pending CPUC approval. See General Regulations, Schedule Cal.P.U.C. No. B2.2.4,C. (N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Utility (Cont'd)

2.1.4 Provision of Services (Cont'd)

(D) Resale of Private Line Services

Resale of IntraLATA Private Line Services is available to a Competitive Local Carrier (CLC) with a valid Certificate of Public Convenience and Necessity (CPCN) issued by the California Public Utilities Commission. Resale of existing Frozen/Grandfathered services and/or features and Limited Offering Services are limited to those customers who currently receive such service from the Utility. Regulations for resale of Private Line Services are found in Section 18.1 following. The following services are available for resale:

- Metallic Service* in Section 7.2.1
- Telegraph Grade Service** in Section 7.2.2
- Voice Grade Service in Section 7.2.3
- Program Audio Service in Section 7.2.4
- Video Service in Section 7.2.5
- Digital Data Service* in Section 7.2.8(A)
- Advanced Digital Network in Section 7.2.8(B)
- High Capacity Service in Section 7.2.8(C)
- Sonet Ring and Access Services in Section 7.2.9
- GigaMANsm in Section 7.2.13

(N)

* Limited Offering Service provided only to existing customers and services working as of January 1, 1995. See General Regulations 2.1.4, (C) preceding.

** Frozen/Grandfathered Service provided only to existing customers and services working as of the effective date of Advice Letter No. 18405. Additions, deletions, moves, or changes will result in complete disconnection of the service. See General Regulations 2.1.4(E) preceding.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Utility (Cont'd)

2.1.4 Provision of Services (Cont'd)

(D) Resale of Private Line Services (Cont'd)

The following IntraLATA Private Line Services are also available for resale. In addition to General Regulations applicable to resale in 18.1 following, General Regulations are provided in Schedule Cal.P.U.C. No. B2. Specific product descriptions, terms and conditions apply as referenced below:

- Parallel Drop*, B3.2.1
- Series 6000 Channels (Program Channels), B.3.2.6
- Series 7000 Channels (Video Channels)*, B.3.2.7
- Series 10000 Channels (Entrance Channels)*, B.3.2.10
- Bells and Lights System Attack Warning Service*, B3.2.12
- High Performance Data Conditioning (D1), B3.3.1
- Signaling Options, B3.3.2
- Switching Arrangements, B.3.3.4
- Dataphone® Select-a-Station#,@ B6 (T)
- Extension Service (Government), B3.2.2

* Frozen/Grandfathered Service provided only to existing customers and services working as of the effective date of Advice Letter No. 18406.

Limited Offering Service, Dataphone® Select-A-Station Service provided only to existing customers and services working as of the effective date of Advice Letter No. 18409, effective September 3, 1997, per Resolution T-16077. (N)

@ Frozen/Grandfathered Dataphone® Select-A-Station Service effective March 14, 2005, pending CPUC approval. See General Regulations, Schedule Cal.P.U.C. No. B2.2.4,C. (N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Utility (Cont'd)

2.1.4 Provision of Services (Cont'd)

(E) Resale of Advanced Services

Resale of Advanced Services is available to a Competitive Local Carrier (CLC) with a valid Certificate of Public Convenience and Necessity (CPCN) issued by the California Public Utilities Commission. Regulations for resale of Advanced Services are found in Section 18.1 following. The following service is available for resale:

- OPT-E-MANSM

(T)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Utility (Cont'd)

2.1.4 Provision of Services (Cont'd)

(F) Frozen/Grandfathered Services

(T)

The term "frozen/grandfathered service" applies to an obsolete and/or outdated service the Utility no longer wishes to provide. The freezing/grandfathering of a service is the Utility's method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

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

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

NOTE 1: Existing service arrangements will be maintained up to and including the Utility's local loop demarcation point. Work activity beyond the Utility's local loop demarcation point is the responsibility of the customer at the customer's expense.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Utility (Cont'd)

2.1.4 Provision of Services (Cont'd)

(D)

(D)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Utility (Cont'd)

2.1.5 Installation and Termination of Services

(L)

(A) For All Services except Expanded Interconnection Service

The Access Services provided under this tariff (A) will include any entrance cable and/or drop wiring to the Utility's local loop demarcation point where provision is made for termination of the Utility's outside distribution network facilities at a suitable location inside a customer designated premises and (B) will be installed by the Utility to such Point of Termination. Access Service has only one Point of Termination per customer premises. Any additional terminations beyond such Point of Termination is the sole responsibility of the customer such that wire required within a building to extend Access Service facilities will be provided at the customer's request and expense. The Point of Termination is an inherent part of Switched and Special Access Services, therefore, the preceding does not preclude the customer's ability to have the Point of Termination moved as set forth in 5.2.9 following for Switched and Special Access Services.

(B) The Expanded Interconnection Service

The Expanded Interconnection Service provided for under this tariff will include the connection of EIS Cross Connections as described in Section 16 following, to the Utility provided Switched or Special Access Service, as described in Section 6 or 7 following, for the purpose of connecting to the Collocator-provided transmission equipment.

(L)

(L) Formerly on Sheet 8-A.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Utility (Cont'd)

2.1.6 Maintenance of Services

The services provided under this tariff shall be maintained by the Utility up to and including it's local loop demarcation point. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Utility other than by connection or disconnection to any interface means used except with the written consent of the Utility. The Utility will, when requested by the customer, maintain customer owned wire and jacks in accordance with Schedule Cal.P.U.C. No. D7.

(T)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Utility (Cont'd)

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC (T)
Part 68 regulations at 47 C.F.R.S 68.110 (b) the Utility may, (T)
where such action is reasonably required in the operation of its
business, (A) substitute, change or rearrange any facilities used in
providing service under this tariff, including but not limited to, (1)
substitution of different metallic facilities, (2) substitution of
carrier or derived facilities for metallic facilities used to provide
other than metallic facilities and (3) substitution of metallic
facilities for carrier or derived facilities used to provide other
than metallic facilities, (B) change minimum protection criteria, (C)
change operating or maintenance characteristics of facilities or (D)
change operations or procedures of the Utility. In case of any such
substitution, change or rearrangement, the transmission parameters
will be within the range as set forth in 6. and 7. following. The
Utility shall not be responsible if any such substitution, change or
rearrangement renders any customer furnished services obsolete (T)
or requires modification or alteration thereof or otherwise affects
their use or performance. If such substitution, change or
rearrangement materially affects the operating characteristics of the
facility, the Utility will provide reasonable notification (T)
to the customer in writing. Reasonable time will be allowed for (T)
any redesign and implementation required by the change in operating
characteristics. The Utility will work cooperatively with the (T)
customer to determine reasonable notification procedures. (T)

Material omitted now in different form on Sheet 9-A.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Utility (Cont'd)

2.1.8 Refusal and Discontinuance of Service

(A) Unless the provisions of 2.2.2 (B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.3, 2.3.1, 2.3.6, 2.3.7, 2.3.14 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Utility may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by that customer to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying customer at any time thereafter. If the Utility does not refuse additional applications for service on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Utility's right to refuse additional applications for service to the non-complying customer without further notice.

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(T)

Material on this sheet formerly in different form on Sheets 9 and 10.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Utility (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(B) Unless the provisions of 2.2.2 (B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.3, 2.3.1, 2.3.6, 2.3.7, 2.3.14 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Utility may, on a thirty (30) days written notice, by Certified U.S. Mail to the person designated by that customer to receive such notices of noncompliance, discontinue the provision of the services involved to the non-complying customer at any time thereafter. In the case of such discontinuance, all applicable charges, shall become due. If the Utility does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Utility's right to discontinue the provision of the services to the non-complying customer without further notice.

(C) The Utility is specifically granted the right to discontinue service to the End User for non-payment of Pacific Bell services, except as specified in Schedule Cal.P.U.C. No. A2.1.11,A following.

(T)
(T)
(D)

2.1.9 Reserved

(T)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Utility (Cont'd)

2.1.10 Limitation of Use of Metallic Facilities

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

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Utility (Cont'd)

2.1.10 Limitation of Use of Metallic Facilities (Cont'd)

(E) The Utility does not represent or guarantee that metallic wire channels will be compatible with or adaptable to any particular type of customer-provided control or indicating equipment.

2.1.11 Notification of Service-Affecting Activities

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

2.1.12 Coordination with Respect to Network Contingencies

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

2.1.13 Provision and Ownership of Telephone Numbers

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

Material omitted now on Sheet 13.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Utility (Cont'd)

2.1.14 Provision and Ownership of Collocation Space

The provision and ownership of Utility space occupancy granted and the provisions of Expanded Interconnection Service in Section 16 following, does not carry to the Collocator any right, title, or interest in any Utility property, facility, space, or location, entrance, structure, or enclosure.

(N)

(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.2 Use

2.2.1

(D)

(D)x

(D)x

(D)

(D)

2.2.2 Interference or Impairment

(A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Utility and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Utility, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

x Material formerly on Sheet 12.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.2.2 Interference or Impairment (Cont'd)

(B) Except as provided for equipment or systems subject to (T)
the F.C.C. Part 68 rules in 47 C.F.R. Section 68.108, if (T)
such characteristics or methods of operation are not in
accordance with (A) preceding, the Utility will, where
practicable, notify the customer that temporary (T)
discontinuance of the use of a service may be required; however,
where prior notice is not practicable, nothing contained herein
shall be deemed to preclude the Utility's right to temporarily
discontinue forthwith the use of a service if such action is
reasonable under the circumstances. In case of such temporary
discontinuance, the customer will be promptly notified and
afforded the opportunity to correct the condition which (T)
gave rise to the temporary discontinuance. During such period of
temporary discontinuance, credit allowance for service
interruptions as set forth in 2.4.4 following is not applicable.

2.2.3 Unlawful Use

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

(x) 2.3 Obligations of the Customer (T)

2.3.1 Damages

The customer shall reimburse the Utility for damages to Utility (T)
facilities utilized to provide services under this tariff caused by the
negligence or willful act of the customer, or resulting from the
customer's improper use of the Utility facilities, or due to (T)
malfunction of any facilities or equipment provided by other than the
Utility. Nothing in the foregoing provision shall be interpreted to
hold one customer liable for another customer's actions. The (T)
Utility will, upon reimbursement for damages, cooperate with the (T)
customer in prosecuting a claim against the person causing such (T)
damage and the customer shall be subrogated to the right of (T)
recovery by the Utility for the damages to the extent of payment.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Ownership of Facilities and Theft

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

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Utility equipment space and electrical power required by the Utility to provide services under this tariff at the points of termination of such services except as described in Section 16 following. The selection of ac or dc power shall be mutually agreed to by the customer and the Utility. The customer shall also make necessary arrangements in order that the Utility will have access to such spaces at reasonable times for installing, testing, repairing or removing Utility services. (C)

2.3.4

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

(T)

2.3.5

(D)

(D)

2.3.6 Availability for Testing

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

2.3.7 Balance

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

(T)

2.3.8 Design of Customer Services

(T)

Subject to the provisions of 2.1.7 preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Utility, minimum protection criteria or operating or maintenance characteristics of the facilities.

(T)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd) (T)

2.3.9 References to the Utility

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

2.3.10 (D)

(D)

2.3.11 Claims and Demands for Damages

(A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and (T)
save harmless the Utility from and against all claims arising out
of the combining with, or use in connection with, the services
provided under this tariff, any circuit, apparatus, system or
method provided by the customer. (T)
(B) The customer shall defend, indemnify and save harmless (T)
the Utility from and against any suits, claims, losses or
damages, including punitive damages, attorney fees (T)
and court costs by third persons arising out of the construction,
installation, operation, maintenance, or removal of the
customer's circuits, facilities, or equipment (T)
connected to the Utility's services provided under this tariff,
including, 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 proceedings to (T)
recover taxes, fines, or penalties for failure of the customer to
obtain (T)
or maintain in effect any

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

(T)

2.3.11 Claims and Demands for Damages (Cont'd)

(B) (Cont'd)

necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the customer, its officers, agents or employees.

(T)

(C)

(D)

(D)

(D) The customer shall defend, indemnify and save harmless

(T)

) the Utility from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out

(T)

) of any act or omission of the customer in the course of

(T)

) using services provided under this tariff.

2.3.12

(D)

(D)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.13 Coordination with respect to Network Contingencies

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

2.3.14 Jurisdictional Report Requirements

(A) Jurisdictional Reports

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

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

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.14 Jurisdictional Report Requirements - (Cont'd)

(A) Jurisdictional Reports (Cont'd)

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

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

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

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.14 Jurisdictional Report Requirements - (Cont'd)

(A) Jurisdictional Reports (Cont'd)

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

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

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

(N)

2.3 Obligations of the Customer (Cont'd)

2.3.14 Jurisdictional Report Requirements - (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(4) When a customer orders Directory Assistance Service, the customer shall in its order provide the projected interstate percentage for terminating use in a whole number (a number of 0 through 100) for each Directory Access Service group ordered. (A method the customer may wish to adopt could be to use its terminating traffic from its premises to the involved Directory Assistance Location and calculate the projected interstate percentage as set forth in (3) preceding.) The Utility will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 (100 - customer percentage = intrastate percentage) as the projected intrastate percentage of use.

(5) Except where Utility measured access minutes are used as set forth in (3) preceding, the customer reported number of interstate services or interstate percentage of use as set forth in (1), (3) or (4) preceding will be used until the customer reports a different number of lines or trunks or a different percentage, for interstate use. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.14 Jurisdictional Report Requirements - (Cont'd)

(A) Jurisdictional Reports (Cont'd)

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

(N)
|
(N)

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

(T)x
|
(T)x

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

(N)
|
(N)

x Formerly in different form on Sheet 19-A-5.
Material omitted now in different form on Sheet 19-A-5.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.14 Jurisdictional Report Requirements - (Cont'd)

(A) Jurisdictional Reports (Cont'd)

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

Provisions for updating the PIU are as specified in Section 2.3.14(A)(5) preceding. Verification provisions as specified in Section 2.3.14(B) following will also apply. (N)

Material omitted now on Sheet 19-A-7.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.14 Jurisdictional Report Requirements - (Cont'd)

(A) Jurisdictional Reports (Cont'd)

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

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

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

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

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

Material omitted now on Sheet 19-A-8.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.14 Jurisdictional Report Requirements - (Cont'd)

(A) Jurisdictional Reports (Cont'd)

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

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

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

Material omitted now on Sheet 19-A-9.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.14 Jurisdictional Report Requirements - (Cont'd)

(B) Audits

(L)

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

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

(L)

Material omitted now on Sheet 19-A-10.
(L) Formerly on Sheet 19-A-4.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.14 Jurisdictional Report Requirements - (Cont'd)

(C) Maintenance of Customer Records (Cont'd)

(L)

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

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

(b) When the Utility requests an audit as allowed under 2.3.14(B) herein, the customer shall provide to Utility's auditor all materials that allow for the examination of billing tapes used in calculating the PIU and verification that the tapes accurately represent the carrier's traffic (such as, but not limited to, file descriptions, record layouts and data element definitions) and explanations required to enable the Utility to (1) conduct the audit or audits as authorized by Ordering Paragraph 3 of Commission Decision No. 83-12-024 (December 7, 1983), Ordering Paragraph 8 of Commission Decision No. 84-04-105 (April 18, 1984), and Ordering Paragraphs 15 and 16 of Commission Decision No. 85-06-115 (June 12, 1985), and (2) determine the appropriate access billing to the customer.

(L)

(L) Formerly on Sheet 19-A-5.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.14 Jurisdictional Report Requirements - (Cont'd)

(C) Maintenance of Customer Records (Cont'd)

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

(L)

(L)

(L) Formerly on Sheet 19-A-6.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.14 Jurisdictional Report Requirements - (Cont'd)

(C) Maintenance of Customer Records (Cont'd)

(L)

(3) In the event that a customer fails to provide adequate reports or records as described in (C)(2) preceding enabling the Utility to (1) conduct the audit authorized by Ordering Paragraph 3 of Decision No. 83-12-024 (December 7, 1983), Ordering Paragraph(T) 8 of Commission Decision No. 84-04-105 (April 18, 1984) and Ordering Paragraph 15 of Commission Decision No. 85-06-115 (June 12, 1985) and (2) determine the appropriate access service billing to the customer, the Utility may:

- (a) Bill all usage for all prior periods affected by the audit or reports as intrastate usage;
- (b) Discontinue the provision of intrastate access charge service to the customer pursuant to 2.1.8. preceding.
- (c) Prior to taking action under (a) and (b) preceding, the Utility will inform the customer of the inadequacy of its reports or records, attempt in good faith to resolve the contested differences, and allow the customer a reasonable opportunity to seek Commission resolution of such differences.

(L)

(L) Formerly on Sheet 19-A-7.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.14 Jurisdictional Report Requirements - (Cont'd)

(D) Audit Adjustments

(T)

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

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

(T)

x

x

x Correction - Removed duplicated information that was inadvertently filed by
Advice Letter No. 14674. Correct material shown on Sheet 20.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

(T)

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

When mixed intrastate and interstate Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between intrastate and interstate services. The percentage provided in the reports as set forth in 2.3.14 preceding will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

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

The interstate percentage will change as revised usage reports are submitted as set forth in 2.3.14 preceding.

(N)
|
(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

(T)

2.3.16

(D)

(D)

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

(A) The Utility will, in order to safeguard its interests, only require a customer which has a proven history of late payments to the Utility or does not have established credit, to make a deposit prior to or at any time after the provision of a service to be held by the Utility as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company, which has established credit and has no history of late payments, to the Utility. Such deposit may not exceed the actual or

(T)

(T)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(A) (Cont'd)

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

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

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(1) For end user access service and Presubscription Service, the Utility will establish a bill day each month for each end user account. The bill will cover end user access charges for the ensuing billing period except for end user access service for the Federal Government which will be billed in arrears. Any applicable presubscription charge and known unbilled adjustments for prior periods for end user access services and Presubscription Service will be applied to this bill. Such bills are due when rendered.

(2) For Service other than end user access service and Presubscription Service, the Utility will establish a bill day each month for each customer account. The bill will cover nonusage sensitive service charges, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day thru the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (3) following.

(3) (a) All bills dated as set forth in (2) preceding for service, other than end user access service, as described in 4.1 following, and (T)
Presubscription Service, as described in 13.3.3 (T)
following, provided to the customer by the Utility are due 31 days (payment date) after the bill date or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and a day when Washington's Birthday or Memorial Day is legally observed), payment for such bills will be due from the customer as follows:

Continued

ACCESS SERVICES

2. General Regulations (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3)(a)(Cont'd)

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

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

(T)
(T)

(D)

(D)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(c) Except as set forth in 18.1.4(J) following, if the customer disputes a portion of the bill and withholds payment of the disputed amount, the customer must provide specific written documentation acceptable to the Utility to support the claim.

(i) No late payment charge will apply to the disputed amount from the time the specific written documentation acceptable to the Utility is received until the date of resolution (i.e., the date the Utility notifies the customer in writing of the resolution of the dispute).

(ii) If the billing dispute is resolved in favor of the customer, no late payment charge will apply to the disputed amount.

(iii) If the billing dispute is resolved in favor of the Utility, payment of the withheld amount is due on the payment-due date shown on the next customer bill rendered by the Utility following the date of resolution. A late payment charge, calculated at 1.5% per month or portion thereof, will apply to the withheld amount if payment of the withheld amount is not received by such payment-due date.

Material omitted now on Sheet 22-C-1.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(c) Except as set forth in 18.1.4(J) following, if the customer disputes a portion of the bill and withholds payment of the disputed amount, the customer must provide specific written documentation acceptable to the Utility to support the claim. (Cont'd)

(iv) In the event the Utility determines the billing claim was made in bad faith, the Utility reserves the right to reinstate any appropriate late payment charges from the original late payment charge date.

(L)
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(L)

(v) Additionally, when a bill is disputed by a Consumer or Small Business customer, the Utility shall investigate the charge(s) the customer has informed the Utility are in question, and shall reach a determination and communicate it to the subscriber within 30 days.

(N)
|
(N)

(L) Formerly on Sheet 22-C.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(d) If the customer pays the total amount to the Utility (C)
(i.e., the disputed amount and the nondisputed amount)
and thereafter provides specific written documentation
acceptable to the Utility supporting the dispute and
the dispute is resolved in favor of the customer, the
Utility will credit the overbilled amount. In addition,
the customer will receive a credit for a disputed
amount penalty using the following parameters:

(i) If specific written documentation acceptable to the
Utility in support of the dispute is received by
the Utility within 90 days of the due date, the
credit for overpayment is calculated from the
payment date to the date the disputed amount is
credited to the customer's account.

(ii) If specific written documentation acceptable to
the Utility in support of the dispute is received
by the Utility later than 90 days from the due
date, the credit for overpayment is calculated
from the date documentation is received by the
Utility to the date the disputed amount is
credited to the customer's account.

(iii) The disputed amount penalty factor credited to the
customer shall be calculated at 1.5% for each
month or portion thereof that the overbilling
existed.

Continued

ACCESS SERVICES

2. General Regulations (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(iv) If the claim is resolved in the customer's favor, the date of resolution is the date on which the Utility notifies the customer in writing as to the resolution of the dispute. The disputed amount shall be credited to the customer's account by the Utility within thirty (30) calendar days of the date of resolution. The disputed amount penalty shall be credited by the Utility no later than thirty (30) calendar days following the credit of the disputed amount.

(v) If the claim is resolved in the Utility's favor, the Utility will notify the customer in writing as to the resolution of the dispute.

(4) The bill will separately identify services rendered in the current period versus services rendered in periods other than the current period.

(5) The bill will report underlying inventory and usage data by monthly billing period for the purpose of validating the noncurrent portion of the bill.

(6) When discrepancies exist between a CLC and the Utility's billing for resold exchange service, such discrepancies shall be adjusted in accordance with the following:

(N)

(a) Each item of overcharge and each item of undercharge shall be determined separately during the period of time the discrepancy occurred.

(b) If discrepancy results in overcharges, the overcharged amount shall be credited to the CLC Reseller's bill.

(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(6) (Cont'd)

(c) If the discrepancy results in undercharges, the CLC Reseller will be billed the lesser of:

- (i) The total net undercharge or
- (ii) Monthly net undercharge for a period of three months preceding the date of the bill.

(d) Separate adjustments shall be made for each class of service separately served and billed.

(7) The correctness of message toll billing shall be determined separately for each toll message. Each overcharged message shall be credited to a CLC Reseller's bill. A bill shall not include any charges for service furnished prior to three months preceding the date of the bill; except, a bill may include charges for collect, credit card and third number calls placed within a period of five months preceding the date of the bill.

(N)

(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(C) When a payment for Access Service charges billed under this tariff is due to the Utility from the customer as set forth in (B) (3) preceding on the same payment date that a Purchase of Accounts Receivable net purchase amount is due to the customer from the Utility as set forth in 8.2.3 following, the Utility may, with at least 31 days notice to the customer, net the payment for customer Access Service Charges with the net purchase amount. The Utility will pay the net amount to the customer on the payment date when such net amount is due to the customer or require the customer to pay the Utility.

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

A bill for IntraLATA Private Line service shall not include any previously unbilled charge for service furnished prior to three months immediately preceding the date.

For a Consumer or Small Business, pursuant to D.04-05-057, a bill shall not include any previously unbilled charge for intrastate service furnished prior to three months immediately preceding the date of the bill. This limitation on backbilling does not apply in cases involving subscriber fraud.

(N)
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(N)

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

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

- (F) When more than one copy of a customer bill for services provided under the provisions of this tariff is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in 13.3.6 following.
- (G) Level Bill Plan service is available to customers who wish to pay a fixed amount for three months and on the fourth month pay the remaining balance on their separately billed accounts. Level Bill Plan will be provided on an individual case basis consistent with the regulations and guidelines as set forth in Schedule Cal.P.U.C. No. A10.5.4.
- (H) Promotional pricing of private line and special access services may be offered to the Utility's residential and business customers consistent with the regulations and guidelines as set forth in Schedule Cal.P.U.C. No. A5.12.
- (I) Nonrecurring charges associated with Expanded Interconnection Service as set forth in Sections 16.7.1(A)(1) and (2), shall be submitted as set forth in Section 16.3. (N)
|
(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.2 Minimum Periods

The minimum periods for which services are provided and for which rates and charges are applicable are set forth in 5.2.5, 7.4.3, 8.2.1(E)(2), 8.2.2(E)(2), 8.3.5(A), 8.4.5(A), 9.4(A), 13.3.5(C)(1)(b), (c) and (d), and 13.3.11(E) following. (N)

The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on an individual case basis as set forth in 12. following, is one month unless a different minimum period is established with the individual case filing.

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

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

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in other applicable sections of this tariff.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.3 Cancellation of an Order for Service (Cont'd)

(A) Service Disconnection Under the Consumer Bill of Rights

(N)

For the purposes of the Consumer Protection Rules adopted in D.04-05-057, any Individual or Small Business may cancel service for any new tariffed service or any new contract or promotion for service within 30 calendar days after the new service is initiated. However, the customer will be responsible for all costs and charges incurred as follows unless otherwise stated:

(1) For service taken under a term plan agreement or other arrangement that requires the customer to keep the service for longer than one month in order to receive the benefit of discounts, e.g., waived installation charges or discounted rates, the customer shall pay:

(a) All waived and/or unpaid nonrecurring charges at the applicable rate(s) or charge(s) in effect when service was installed.

(b) Any recurring non-usage rates at the effective rate under the term plan or other agreement in accordance with the service's minimum service period regulations.

(c) All charges for usage-sensitive services at the effective rate under the term plan or other agreement for any actual usage.

(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.3 Cancellation of an Order for Service (Cont'd)

(A) Service Disconnection Under the Consumer Bill of Rights (Cont'd)

(N)

(2) For new tariffed service the customer shall pay:

- (a) All nonrecurring charges at the applicable rate(s) or charge(s) in effect when service was installed.
- (b) Any recurring non-usage rates at the effective month-to-month rates in accordance with the service's minimum service period regulations.
- (c) All charges for usage-sensitive services at the applicable effective rates for any actual usage.

(3) For all services, the customer shall return any other benefits, credits, or discounts that may have been received.

An individual or small business seeking to disconnect service under this regulation must continuously meet the definitions and requirements from when the new service is installed until it is disconnected, whichever is shorter. Changing to or from a term plan for an existing service is not considered to be a new service for the purpose of this regulation.

When service is terminated under this regulation, other minimum period, promotion cancellation, or early termination regulations shall not apply.

(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions

(A) General

A service is interrupted when it becomes unusable to the customer because of a failure of a Utility facility component used to furnish service under this tariff or in the event that the protective controls applied by the Utility result in the complete loss of service by the customer as set forth in 6.5.1 following. An interruption period starts when an inoperative service is reported to the Utility and ends when the service is operative. The total credit allowance available to the customer regardless of the number of service interruptions within a billing period will not exceed 100% of the monthly rates of the affected service.

(B) When A Credit Allowance Applies

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

(1) For Special Access Services other than Program Audio and Video Services and GigaMANsm Service, no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues. The monthly charges used to determine the credit shall be as follows:

(C)

(a) For two-point service, the monthly charge shall be the total of all the monthly rate element charges associated with the service. (i.e., two channel terminations, channel mileage and optional features and functions).

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions

(B) When A Credit Allowance Applies (Cont'd)

(1) (Cont'd)

(b) For multipoint Special Access services, the (T)
monthly charge shall be only the total of all the
monthly rate element charges associated with that
portion of the service that is inoperative. (i.e., a
channel termination per customer premises, channel
mileage and optional features and functions).

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

(d) For the Switched Transport portion of Switched (N)
Access Services, the monthly charge shall be
the total of all the monthly rate element
charges associated with the Service (i.e.,
Entrance Facility and Direct Trunked Transport. (N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions

(B) When A Credit Allowance Applies (Cont'd)

(2) For Program Audio Service and Video Special Access (T)x
Services, no credit shall be allowed for an
interruption of less than 30 seconds. The customer
shall be credited for an interruption of 30 seconds
or more as follows: (T)x

(a) For two-point services, when monthly rates (N)
are applicable, the credit shall be at the
rate of 1/8640 of the monthly charges for the
service for each period of 5 minutes or major
fraction thereof that the interruption
continues.

(b) For two-point services, when daily rates are (N)
applicable, the credit shall be at the rate of
1/288 of the daily charges for the service for
each period of 5 minutes or major fraction
thereof that the interruption continues.

x Formerly in different form on Sheet 24.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

(N)

2.4.4 Credit Allowance for Service Interruptions

(B) When A Credit Allowance Applies (Cont'd)

(2) (Cont'd)

(c) For multipoint services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for the services for each period of 5 minutes or major fraction thereof that the interruption continues.

(d) For multipoint services, when daily rates are applicable, the credit shall be at the daily rate of 1/288 of the daily charges for the services for each period of 5 minutes or major fraction thereof that the interruption continues.

(e) For multipoint services, the credit for the monthly or daily charges includes the charges for the distribution amplifier only when the distribution amplifier is inoperative.

(f) When two or more interruptions occur during a period of 5 consecutive minutes, such multiple interruptions shall be considered as one interruption.

(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

- (3) For Switched Access Service interruptions on a per line or trunk basis, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of any applicable monthly rates and/or the assumed minutes of use charge for each period of 24 hours or major fraction thereof that the interruption continues.

For Switched Access Service interruptions on a Total Switch Outage basis, no credit will be allowed for an interruption of less than 8 hours. The customer will be credited for an interruption of 8 hours or more at the rate of 1/90 of any applicable monthly rates and/or the assumed minutes of use charge for each period of 8 hours or major fraction thereof that the interruption continues.

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

Material omitted now on Sheet 25-A-1.

z Correction - Material inadvertently omitted from Advice Letter No. 16797, effective November 8, 1993.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(6) For Special Access Fiber Advantagesm High Capacity DS1, DS3, DS3x3, and DS3x12 services as described in Section 7.2.8 following, the customer shall be credited 100% of the monthly rates for any associated Fiber Advantagesm service for a service interruption. Also for any rate elements of SONET Ring[#] and Access Services provided, as described in Section 7.2.9 following, and OC-192 Dedicated SONET Ring Service* (port to port connection) in Section 7.2.10 following, and Optical Carrier Network Point to Point Service (OCN), the customer shall be credited 100% of the monthly rate for any service interruption affecting that rate element. In order to qualify for this credit, the outage must be determined by the Utility to be in its network and the failure occurred in that part of the service with 1x1 protection.

(N)

The customer shall be credited 100% of the monthly rates for any associated Fiber Advantagesm service or the rate elements of a SONET Ring and Access Service or OC-192 Dedicated SONET Ring and Access Service (port to port connection) when the outage is determined by the Utility to be in its network and the failure occurred in that part of the service with 1xN protection. The interruption must be 2 hours or more and all other requirements for this credit allowance are met.

* In the event that protected facilities do not exist, including dual entrance facilities, and the customer does not utilize Special Construction to provide protected facilities, the unprotected OC-192 Dedicated SONET Ring will be provided. In addition, the customer waives their right to receive a credit allowance for service interruptions and waives the SONET Assurance Warranty.

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

(N)

(N)

Material omitted now on Sheet 25-A-2.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(6) (Cont'd)

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

(N)

To qualify for a service credit under Section 2.4.4(B)(5), the customer will provide to the Utility the name and telephone number of the customer's personnel accepting the closure. The Utility will provide the date and time the trouble was reported to the Utility and the date and time the service was returned to the customer. If this information is not provided, the credit allowance described in Section 2.4.4(B)(1) shall be given.

The interruption period starts when the inoperative service has been reported to the Utility and the service is released for testing and repair. The interruption period ends when the service is operative and the customer has accepted the service from the Utility. If the customer does not accept the service only a credit allowance under Section 2.4.4(B)(1) shall be given.

The interruption period is calculated based on the start and stop time of the service information of each service as determined by the Utility and excludes customer requested monitoring and conditions set forth in Section 2.4.4(C) following.

(N)

(7) Service interruptions for Specialized Service or Arrangements provided under the provisions of 12. following shall be administered in the same manner as those set forth in this section (2.4.4) unless other regulations are specified with the individual case filing.

(T)((L)

(L)

(L) Formerly on Sheet 25.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions Cont'd

(B) When a Credit Allowance Applies (Cont'd)

(7) (Cont'd)

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

(8)(a) Unprotected GigaMAN[®] service

(N)

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

GigaMAN[®] unprotected service is considered interrupted when the customer reports the interruption to the Utility and the Utility confirms that continuity has been lost.

(N)
(N)
(N)

(b) Protected GigaMAN[®] Service

(N)

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

Service availability* performance of 99.999% is offered on a GigaMAN[®] service with Protection (defined as Equipment Plus Fiber Path Protection for every segment of the service).

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

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

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

(N)

Material omitted now located on Sheet 25-A-3.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements And Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(8)(b) Protected GigaMAN[®] Service (Cont'd)

(N)

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

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

(N)

(9) Credit Allowance for Multi-service Optical Network

(L)

Terms and conditions following are applicable to Multi-service Optical Network (MON) and the MON Diversity Options as specified below.

(a) Standard Configuration

Unprotected Channel - A credit allowance will be given for interruptions of service as set forth in Section 2.4 will apply.

(T)

(T)

Protected Channel - Any protected service interruption resulting from a failure on the protected portion of the circuit, excluding a simultaneous facility failure on both routes, will result in a credit equal to the monthly total of all the rate elements for the circuits involved. Allowances as set forth in Section 2.4 will apply.

(T)(L)

Material omitted now located on Sheet 25-A-4.
(L) Formerly located on Sheet 25-A-2.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(L)

(9) Credit Allowance for Multi-service Optical Network
(Cont'd)

(b) Channel Termination Route Diversity

Unprotected Channel - A credit allowance will be given for interruptions of service as set forth in Section 2.4 will apply.

(T)

Protected Channel - Any protected service interruption resulting from a failure on the protected portion of the circuit will result in a credit equal to the monthly total of all the rate elements for the circuits involved. If the interruption occurs on an unprotected portion of the circuit, terms and conditions for Credit Allowances as set forth in section 2.4 will apply.

(c) Inter-office Facility Route Diversity

Unprotected Channel - A credit allowance will be given for interruptions of service as set forth in Section 2.4 will apply.

(T)

Protected Channel - Any protected service interruption resulting from a failure on the protected portion of the circuit will result in a credit equal to all the monthly rate element charges associated with the service for the circuits involved. If the interruption occurs on an unprotected portion of the circuit, terms and conditions for Credit Allowances as set forth in Section 2.4 will apply.

(T)

(d) Total Route Diversity

Unprotected - A credit allowance will be given for interruptions of service as set forth in Section 2.4 will apply.

(T)

Protected - Any protected service interruption will result in a credit equal to all the monthly total of all the rate elements for the circuits involved.

(T)(L)

(L) Formerly located on Sheets 25-A-2.
Material omitted now located on Sheet 25-A-5.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(10) Credit Allowance for Multi-service Optical Network Ring Service (MON Ring) (L)

The following terms and conditions are applicable to the Multi-service Optical Network Ring (MON Ring) Standard Configuration and the MON Ring Diversity Options in addition to those terms and conditions set forth in 2.4.4 preceding: (T)

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

The service is considered interrupted when the customer reports a service disruption of greater than two consecutive seconds to the Utility and the Utility confirms that continuity of its service has been lost.

For any rate elements of MON Ring Service as described in Schedule Cal.P.U.C. No. D12.2, the customer shall be credited as follows:

Interruption on the Riding Services

(a) Protected

Any protected service interruption as a result of a failure on the protected portion of the circuit will result in a credit allowance equal to 100% of the monthly rates for the associate rate elements.

In order to qualify for the credit, the outage must be determined by the Utility to be in its network and the failure must have occurred in that part of the service with protection as described in Schedule Cal.P.U.C. No. D12.2,C.2. (L)

Material omitted now located on Sheet 25-A-6.
Material omitted now located on Sheet 25-A-7.
(L) Formerly located on sheet 25-A-4.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements And Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(L)

(10) Credit Allowance for Multi-service Optical Network
Ring Service (MON Ring) (Cont'd)

(b) Un-protected

Unprotected circuits will be lost in the event of
a fiber path failure to which the circuit is
assigned. Equipment interfaces towards the
customer are not protected.

If the interruption occurs on an unprotected
portion of the circuit, terms and conditions as
set forth in Schedule Cal.P.U.C. 175-T, Section
2.4.4 (B) will apply.

(L)

(L) Formerly located on Sheet 25-A-5.
Material omitted now located on Sheet 25-A-7.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(11) Credit Allowance for FibreMANSM Service

(L)

FibreMANSM Service is considered interrupted when the customer reports the interruption to the Utility and the Utility confirms that continuity has been lost.

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

(L)

(C) When a Credit Allowance Does Not Apply

(L)x

No credit allowance will be made for:

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

(L)x

(L) Formerly located on Sheet 25-A-5.

(L)x Formerly located on Sheet 25-A-6.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(C) When a Credit Allowance Does Not Apply (Cont'd)

- (4) Interruptions of a service when the customer or buildingowner has released that service to the Utility formaintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter a credit allowance as set forth in (B) preceding applies. (T) (T)
- (5) Interruptions of a service which continue because of the failure of the customer or building owner to authorize (T) replacement of any element of special construction, as set forth in 15. following. The period for which no credit allowance is made begins on the seventh day after the customer receives the Utility's written notification of the need for such replacement and ends on the day after receipt by the Utility of the customer's written authorization for such replacement.
- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7)
- (8) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.
- (9) For audio connecting facilities and television connecting facilities no credit shall be allowed for an interruption of less than 30 seconds. The customer shall be credited for an interruption of 30 seconds or more at the rate of 1/8640 of the monthly charge for the facility for each 5 minutes or fraction thereof that an interruption continues.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(C) When a Credit Allowance Does Not Apply (Cont'd)

(9) (Cont'd)

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

(D) Use of an Alternative Service Provided by the Utility

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

(E) Temporary Surrender of a Service

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

2.4.5

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(A) Nonrecurring Charges Do Not Apply

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

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

(B) Nonrecurring Charges Apply

If the service as re-established is different from that (N)
which was disconnected, the customer will be charged
the difference between the current total nonrecurring
charges originally applicable to establish the new
service and the current nonrecurring charges which
would be applicable to re-establish the old service.
(No credit will be given if the current total
nonrecurring charges originally applicable to establish
the new service is less than the current nonrecurring
charges which would be applicable to re-establish the
old service.)

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

Material omitted now on Sheet 29.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Title or Ownership Rights

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

(B)

2.4.8 Billing of Access Services Provided by More Than One Utility*

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

(1) General - A single bill will be rendered for FGA service.

(2) Ordering - The customer will place the order for service as set forth in 5.2.8 (A) following.

(3) Rating and Billing of Service - The Utility that accepts the order for service will arrange to provide the service, bill and collect all appropriate charges in accordance with the regulations, rates and charges in its Access Service tariff.

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

(L) Material formerly on Sheet 29.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Billing of Access Services Provided by More Than One Utility*
(Cont'd)

(B) Single Bill Arrangement for Service Other Than FGA@ (T)

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

(2) Ordering - The customer will place the order for service as set forth in 5.2.8 (B) following.

(3) Reserved (T)

(D)

|

(D)

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

- Single Bill/Single Tariff

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

- Single Bill/Multiple Tariff-Single Payment#

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

Except Special Access Service

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

@ FGA is no longer available effective July 1, 2001, with exception of Expanded Interconnection Service. (N)
(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Billing of Access Services Provided by More Than One Utility*
(Cont'd)

(B) Single Bill Arrangement for Service Other Than FGA
(Cont'd)

(3) Rating and Billing (Cont'd)

- Single Bill/Multiple Tariff-Multiple Payment#

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

(C) Multiple Bill Arrangement for Service Other Than FGA or EIS

(1) General - Multiple bills will be rendered by the Utilities for Access Service other than FGA if the Administration of a single bill arrangement as set forth in 2.4.8 (B) preceding, cannot be agreed upon by the Utilities involved. (T)

(2) Ordering - Each Utility will accept an order for service from the customer as set forth in 5.2.8(c) following.

Except Special Access Service

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

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Billing of Access Services Provided by More Than One Utility*
(Cont'd)

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

(3) Rating and Billing of Service - Each Utility will provide its portion of the Access Service based on the regulations, rates and charges contained in its Access Service tariff, as appropriate:

(a) The charges billed by this Utility for mileage sensitive rate elements, e.g., Switched Access Service Switched Transport and Special Access Service Channel Mileage or Directory Assistance Transport, are determined as follows:

- The total mileage for the service is computed using the V&H Coordinate Method set forth in The National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4, Sections 11 and 16. For information on how to obtain copies of the NECA Tariff see Section 14 following. (N)
- Each utility's billing percentage is determined from The National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4, Section 69. For information on how to obtain copies of the NECA Tariff see Section 14 following. (N)
- This Utility's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for this Utility.
- When three or more Utilities are involved in providing an Access Service, the intermediate Utility's Channel Mileage Termination rate does not apply.

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

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Billing of Access Services Provided by More Than One Utility*
(Cont'd)

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

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

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

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

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

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Billing of Access Services Provided by More Than One Utility*
(Cont'd)

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

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

(b) (Cont'd)

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

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

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Billing of Access Services Provided by More Than One Utility*
(Cont'd)

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

(3) Multiple Bill Example - Assume that FGD is ordered to
an end office in the operating territory of Utility A.
The customer premises is located in the operating
territory of Utility B.

Direct Trunked Transport

(N)

(T)

(T)

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

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Billing of Access Services Provided by More Than One Utility*
(Cont'd)

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

(3) Multiple Bill Example (Cont'd)

Assumed Total Switched Transport (T)
Airline Mileage = 23 Miles

Assumed Billing Percentages Developed from
Information in The National Exchange Carrier (N)
Association (NECA) Tariff F.C.C. No. 4, Section 69.
For information on how to obtain copies of the NECA
Tariff see Section 14 following. (N)

- Utility A = 57%
- Utility B = 43%

Assumed Usage for Billing Period = 9000 minutes

Assumed Switched Transport rates: (T)

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

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

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

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

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Billing of Access Services Provided by More Than One Utility*
(Cont'd)

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

(4) Multiple Bill Example (Cont'd)

Tandem Switched Transport Rate Calculation

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

Tandem Switched Transport Mileage =
rate x transport mileage x MOU x billing percentage*

(N)

(N)

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

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.9 Ordering, Rating and Billing of Access Services Provided in
Conjunction with a Radio Common Carrier Using Type 2A
Interconnection

(N)

(A) When Switched Access Service is ordered by a customer in conjunction with a Radio Common Carrier (RCC) using Type 2A Interconnections as depicted in 2.4.9(A)(5) following, where the Local Transport is provided by the Utility and the end user connection is provided by an RCC, the Utility will provide its portion of the Switched Access Service based on the regulations, rates and charges contained in its Access Service tariff, subject to the following rules.

(1) For Switched Access Service to an access tandem which is directly connected to a Radio Common Carrier using Type 2A Interconnection Local Transport rates apply.

(2) The mileage to be used to determine the Local Transport Facility Charge is calculated as set forth in paragraph 6.7.13(G).

(3) For Feature Groups B, C and D Switched access service to an access tandem which is directly connected to a Radio Common Carrier using Type 2A Interconnection, where the Utility does not provide end office local switching functions, Local Switching rates set forth in paragraph 6.8.3(A) do not apply.

(4) For all Switched Access services provided in conjunction with a Radio Common Carrier using a Type 2A Interconnection, where Utility common line facilities are not used, Carrier Common Line Charges set forth in paragraph 3.8 do not apply.

(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.9 Ordering, Rating and Billing of Access Services Provided in
Conjunction with a Radio Common Carrier Using Type 2A
Interconnection

(N)

(A) (Cont'd)

(5) The following diagram depicts Switched Access Service to an access tandem which is directly connected to a Radio Common Carrier using Type 2A Interconnection.

Radio Common Carrier using a Type 2A interconnection
with the
Local Exchange Carrier at an Access Tandem.

* Access Tandem Switches are included in Local Transport Charges.

(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.10 All Special Access Services, IEC Directory Assistance Services, and Billing and Collection Services are authorized by D.94-09-065, as flexibly priced services. The monthly rates and installation charges may be increased (not to exceed the ceiling on file with the Commission) by the Utility upon at least 30 days prior notice to the CPUC and affected customers or decreased (not below the floor on file with the Commission) by the Utility upon at least ten days prior notice to the CPUC and affected customers.

2.4.11 Application of Surcharges

By order of the Commission in D.94-09-065, all intrastate end user telecommunications services provided by certificated telecommunications companies will be subject to surcharges for programs required by statute. Programs for which surcharges will apply include:

<u>Program</u>	<u>Current Surcharge</u>	
(a) California Relay Service and Communication Device Fund	0.30%	
(b) Universal Lifeline Telephone Service	1.55%	(I)
(c) California High Cost Fund-A	0.15%	*(T)
(d) California High Cost Fund-B	2.43%	
(e) California Teleconnect Fund	0.16%	

Non-certificated telecommunications customers subscribing to access services contained herein will have surcharge fees applied to their billing by the Utility. Certificated telecommunications company customers of access services must collect from their end user customers surcharge fees and remit the collected amounts as directed by the Commission.

* Pending CPUC Approval of Advice Letter No. 26357.

(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Connections

2.5.1 General

Equipment and Systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Access Service (Switched and Special) furnished by the Utility where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No 1 and 2.1 preceding, and Section 16.

(T)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions

Terms used in a section governed by D.04-05-057 shall have the meaning set forth in D.04-05-057 as it may be amended over time. (N)
(N)

Certain terms used herein are defined as follows: (L)

Access Carrier Name Abbreviation

The term "Access Carrier Name Abbreviation" (ACNA) denotes a unique three-digit alphabetic code used to identify an interexchange carrier (IC).

Access Code

The term "Access Code" denotes a uniform code assigned by the Utility to an individual customer and has the form 101XXXX or 950-1XXX or 950-0XXX. (L)

Access Line

For the purposes of the Consumer Protection Rules adopted in D.04-05-057, an Access Line is defined as a telephone line that is voice-grade or equivalent or has the capacity of not more than 64 kilobits per second that connects a customer premises to the Utility's serving wire. (N)
(N)

(L) Formerly on Sheet 71.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage. On the originating end of an intrastate call, usage is measured from the time the originating end user's call is delivered by the Utility to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an intrastate call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating end of an intrastate call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating end exchanges, as applicable.

Access Tandem

The term "Access Tandem" denotes a Utility switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer's premises.

Active Central Office Space

Identifies the existing, unused central office space, which can be designated for physical collocation, with sufficient infrastructure systems.

* (T)
|
|
* (T)

* Pending CPUC Approved of Advice Letter No. 20412.
Material omitted now on Sheet 70.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Actual Cost

* (T)

The term "Actual Cost" denotes all identifiable costs charged against a specific case of special construction, including any appropriate taxes.

Adjacent Structure

A Collocator provided structure placed on the Utility's property contiguous to an Eligible Structure. This arrangement is only permitted when physical collocation space is exhausted inside the Eligible Structure and to the extent technically feasible.

Affiliate

With respect to Expanded Interconnection Service and the Collocator, this means any corporation or other entity owning, either directly or indirectly, a majority of the outstanding stock of the Collocator ("Parent"), or any corporation or other entity in which a majority of the ownership interest is held, either directly or indirectly, by the Parent or Collocator.

Agent

The term "Agent" denotes that person or persons who have legal authority to give the Utility permission to place public and semi-public pay telephones on their premises, who have the authority to subscribe to the service and who control access to or usage of the public or semi-public pay telephones.

Annual Underutilization Liability

The term "Annual Underutilization Liability" denotes a per unit charge which may be billed if fewer services are in use utilizing specially constructed facilities at filed tariff rates at the end of an Initial Liability Period, or annually thereafter, than were originally specially constructed.

* (T)

Advanced Services

(N)

As defined by the SBC/Ameritech Merger (FCC 99-279), the term Advanced Services denotes intrastate or interstate wireline telecommunications services that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 Kilobits per second in both direction.

* Pending CPUC Approval of Advice Letter No. 20412.

(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer point of termination as an indication that the called party has answered or disconnected.

Area of Service

The term "Area of Service" routing denotes the ability to ensure that 800 calls originate from subscribed service areas.

Attenuation Distortion

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

Augment

A request from a Collocator to add equipment and/or cable and/or floor space to an existing physical collocation arrangement.

(D)

(D)

1 (T)

1 (T)

NOTE 1: Pending CPUC Approval of Advice Letter No. 20412.

(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Asymmetrical Digital Subscriber Line (ADSL)

(N)

ADSL is a service that allows for the simultaneous transmission of both digital data signals and analog voice signals over traditional local exchange service.

(N)

Asynchronous Transfer Mode (ATM)

A connection-oriented, packet-like switching technology that utilizes "virtual channels" instead of dedicated, hard-wired circuits to carry customer information in fixed-length cells (1 cell = 53 bytes) over a broadband network. Applications include services for data, audio, multimedia, imaging, and video.

Attenuation Distortion

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

Backbone

The term "Backbone" denotes a path for electrical communication between two or more Utility central offices on a circuit.

Balance (100 Type) Test Line

The term "Balance (100 Type) Test Line" denotes an arrangement in an end office which provides for balance and noise testing up to and including the Utility's local loop demarcation point.

Billing Percentage

The term "Billing Percentage" denotes, in meet point billing, the percentage of facility route (local transport) between wire centers that is billed to an access customer by each local exchange carrier providing service.

Bit

The term "Bit" denotes the smallest unit of information in the binary system of notation.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Blocking

The term "Blocking" denotes a central office call blocking service that allows the Utility's residential and business subscribers to block directly dialed, operator-assisted and operator-entered billing calls placed from their telephone(s) to California 976 programs within California, California 900 programs, or 900 Interexchange Carrier service program calls originating within California and calls placed to IEC 900 numbers outside of California.

Bona Fide Request

The term "Bona Fide Request" refers to a written request to the Utility to (1) add specific central offices to those identified in NECA Tariff No. 4 as offering collocation, (2) request expanded interconnection utilizing microwave transmission facilities, or (3) request expand interconnection at other than DS1 or DS3. The requests must include all information necessary for evaluation, including equipment type(s), complete location addresses, amount of space requested, etc.

Building Owner - See Property Owner/Landlord/Agent

Bulk Power

Provides for customer Premises node power which may be required, at the request of the customer, when nodes are added to or dropped from a ring.

(N)
|
(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Utility may vary based on company policy, union contract and location. To determine such hours for an individual Company, or Company location, that company should be contacted at the address shown under Issuing Carrier's name listed on Page 1.

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity (BHMC)" denotes the customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the customer expects to be handled in an end office switch during any hour in an 8:00 A.M. to 11:00 P.M. period for the Feature Group and/or Directory Assistance Service ordered. This customer furnished BHMC quantity is the input data the Utility uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Cable Space

The term "Cable Space" denotes any passage in, on, under, over or through the central office cable support structure required to hold collocator-provided fire retardant fiber optic cable.

Call

The term "Call" denotes a customer attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

See Interexchange Carrier.

Carrier Identification Code

The term "Carrier Identification Code" (CIC) denotes a unique four-digit numeric code used to identify an interexchange carrier. (T)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

CCS

The term "CCS" denotes a hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of services (e.g., trunks).

Central Office

The term "Central Office" denotes a local Utility switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

For purposes of Expanded Interconnection Service, the term "Central Office" refers to a Utility location where collocation is offered as identified in NECA Tariff No. 4.

Central Office Node

Provides for the termination of service at the Utility Serving Wire Center and presents the various selected ports to the customer for their ring service.

(N)
|
(N)

Central Office Point of Entry

The term "Central Office Point of Entry" is a point located outside of a Utility Central Office that serves as a point of entrance and egress to the equipment and services located within the Central Office.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to an End User's Telephone Exchange Service when dialed on a local basis.

Centralized Automatic Reporting on Trunks Testing

The term "Centralized Automatic Reporting on Trunks Testing" denotes a type of testing which includes the capacity for measuring operational and transmission parameters.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Channel Protection (Optional)

Provides protection for a single channel toward the network. It does not protect the channel against failure towards the customer interface. Protection reduces the maximum individual channel capacity of the system. (Offered with Multi-service Optical Network Ring Service).

Channel Service Unit

The term "Channel Service Unit" denotes equipment which performs one more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format error, and remote loop back.

Channelize

The term "Channelize" denotes the process of multiplexing-demultiplexing wider band or higher speed channels into narrower band-width or lower speed channels.

CIR - (Committed Information Rate)

The term CIR denotes a statistically guaranteed level of transmission or usage that the network will provide.

(N)
|
(N)

C-Message Noise

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

C-Notched Noise

The term "C-Notched Noise" denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

Coin Station

The term "Coin Station" denotes a location where Utility equipment is provided in a public or semipublic place where Utility end user's can originate telephonic communications and pay the applicable charges by inserting coins into the equipment.

Collocation

The term "collocation" refers to the placement of collocator-owned or specified basic transmission facilities within an Utility location for purposes of interconnection with Utility equipment or services in that location.

Collocation Cage

The term "collocation cage" refers to an enclosed area designated by the Utility to be used by a collocator for the sole purpose of installing, maintaining, and operating equipment to interconnect with the Utilities Switched or Special Access services.

Collocator

The term "collocator" refers to any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who provides fiber-optic facilities or microwave facilities for connection of its equipment, collocated in Utility location, to Utility equipment and services.

(T)
(T)
(N)
|
(N)

Common Channel Signaling

The term "Common Channel Signaling" denotes a switched communications network that allows call control messages from voice and data networks to be transferred on communications paths (out-of-band) separate from the voice and data communications.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Common Line

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the general and/or local exchange service tariffs of the Utility, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line-business is a line or trunk provided under the business regulations of the general and/or local exchange service tariffs.

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Utility.

Company Code Dialed Message

Message recorded on AMA tape for billing purposes that occurs when End User, served out of an equal access end-office, dials 1 + 0 and a three digit IC code to access the IC of his choice for long distance.

Concatenation

Primarily used in Asynchronous Transfer Mode Switching, this term describes a means of digital transmission where contiguous STS-1 channels are aggregated into a single channel.

Conduit Space

Any reinforced passage or opening in, on under/over or through the ground between the feeder route conduit system (manhole "O") and cable vault location capable of containing communications facilities, and includes: cable entrance facilities; main conduit; ducts; inner ducts; gas traps, undergroup dips such as short sections of conduit under roadway, driveways, parking lots and similar conduit installations, required to bring the collocater provided fiber optic feeder cable into the Utility's wire center.

Consumer

For the purposes of the Consumer Protection Rules adopted in D.04-05-057, Consumer means any individual or small business which purchases or subscribes to any product or service provided or billed by the Utility.

(N)
|
(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Continuous Property

(N)

1. Continuous Property is land which is:

- a. wholly owned by a single individual or entity, regardless of whether the owner leases¹ all or a portion(s) of the property to another and
- b. which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare² or the property of another.

2. There are three basic types of Continuous Properties:

- a. Single-tenant commercial in which one owner or tenant occupies all buildings.
- b. Mixed commercial and residential (e.g., buildings with both commercial and residential space or campus-type configurations such as colleges and military bases) in which a mixture of business and residential uses exists.
- c. Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis.

(N)

Single-family homes and properties within which a portion(s) of the land is owned by separate entities and a portion(s) is owned by the entities in common³ do not constitute Continuous Property.

(N)
(N)

NOTE 1: The property retains its character as Continuous Property regardless of whether the owner or a lessee (who wholly leases the property from the owner) sublets a portion(s) of the property to another, e.g. apartment buildings or complexes. Condominiums also are Continuous Property.

(N)

NOTE 2: A "public thoroughfare" is a street, road or other means of passage across property which is not subject to restrictions on ingress, egress or boundaries.

NOTE 3: Such as townhomes and homes in gated communities.

(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Conventional Signaling

The inter-machine signaling system which has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating end office which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing ten-digit ANI, ANI information digits or acknowledgement wink are included in this signaling sequence.

Customer(s)

Refers to the person, firm, or corporation responsible for ordering telecommunications or collocation services, for paying charges, and for complying with the rules and regulations of the Utility. A customer may be an individual, partnership, association, joint stock company, trust corporation, authorized representative, governmental entity, or any other entity that subscribes to the services offered under this tariff.

Customer Premises Node

Provides for the termination of service at the customer's premises and presents the various selected ports to the customer. Applicable to Ring services.

(N)
|
(N)

Custom Work Charge

Denotes the Charge(s) developed solely to meet the construction requirements of the Collocator, e.g., vacating any entrance facility.

Data Base - 800 Access Service

Data Base - 800 Access Service consists of regional data bases that contain call-processing information specified by 800 Access Service customers. The data base contains the customer record information necessary to perform carrier identification and 800 number translation.

1
|
1

NOTE 1: Pending CPUC Approval of Advice Letter No. 20412.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Data Base - 800 Access Service

Data Base - 800 Access Service consists of regional data bases that contain call-processing information specified by 800 Access Service customers. The data base contains the customer record information necessary to perform carrier identification and 800 number translation.

Data Link Connection Identifier

In the Frame Relay Service (FRS), the term "Data Link Connection Identifier" refers to the virtual circuit address corresponding to particular terminating equipment. A minimum of two DLCIs (one at each circuit endpoint) are required to establish a permanent virtual connection between two locations.

(N)
|
(N)

Data Transmission (107 Type) Test Line

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters up to and including the Utility's local loop demarcation point.

Decibel

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

Decibel Reference Noise C-Message Weighting

The term "Decibel Reference Noise C-Message Weighting" denotes noise power measurements with C-Message Weighting in decibels relative to a reference 1000 Hz tone of 90 dB below 1 milliwatt.

Decibel Reference Noise C-Message Referenced to 0 (Zero)

The term "Decibel Reference Noise C-Message Referenced to 0" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Delayed Timing of Information Charge/Price Disclosure Message

The term "Delayed Timing of Information Charge/Price Disclosure Message" denotes a service feature which delays commencement of billing of Information Charges to a Caller for a least 12 seconds, including 3 seconds after the end of the Price Disclosure Message. During the Delayed Timing Period, the Information Provider must inform the Caller of the name of the program, the Information Charge for the call, that minors must seek parental approval, that minors must hang up if the program is adult in nature, and that if the Caller hangs up within the Delayed Timing Period, there will be no charge for the call.

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to a customer are due on a bill prepared by the Utility.

(D)
|
(D)

Directory Assistance (Intrastate)

The term "Directory Assistance" denotes the provision of telephone numbers by a Utility operator when the operator location is accessed by an End User by dialing (NPA) 555/1212.

Direct Trunked Transport

The term "Direct Trunked Transport" denotes a Switched Transport facility between a customer's premises serving wire center and a hub location for multiplexing or an end office or access tandem that provides a customer with dedicated switched access transport or between a hub and an access tandem or end office.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Dual Tone Multifrequency Address Signaling

The term "Dual Tone Multifrequency Address Signaling" denotes a type of signaling that is an optional feature of Switched Access Feature Group A. It may be utilized when Feature Group A is being used in the terminating direction (from the Utility's point of termination with the customer to the local exchange end office). An office arranged for Dual Tone Multifrequency Signaling would expect to receive address signals from the customer in the form of Dual Tone Multifrequency signals. (T)

Easy Access Request (EAR)

The term "Easy Access Request" (EAR) denotes a means by which an end user selection and designation of a primary interexchange carrier is processed and completed by the Utility.

Echo Control

The term "Echo Control" denotes the control of reflected signals in a telephone transmission path.

Echo Path Loss

The term "Echo Path Loss" denotes the measure of reflected signal at a 4-wire point of interface without regard to the send and receive Transmission Level Point.

Echo Return Loss

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz), where talker echo is most annoying.

Effective 2-Wire

The term "Effective 2-Wire" denotes a condition which permits the simultaneous transmission in both directions over a channel, but it is not possible to insure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Effective 4-Wire

The term "Effective 4-Wire" denotes a condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the Utility (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire channels may be terminated with a 2-wire interface at the customer's premises. However, when terminated 2-wire, simultaneous independent transmission cannot be supported because the 2-wire interface combines the transmission paths into a single path.

EIS Point of Termination

The term "EIS Point of Termination" refers to the connection equipment provided by the Utility for terminating its Expanded Interconnection Service Cross Connection (EISCC). The collocator's transmission facilities are connected to the EISCC at this point.

End Office Switch

The term "End Office Switch" denotes a local Utility switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules and Remote Switching Systems served by a host office in a different wire center.

End User

The term "End User" denotes any customer that purchases intrastate telecommunications for its own use and not for the purposes of resale or sharing, and is not a carrier, except that a carrier shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

Entrance Facility

The term "Entrance Facility" denotes the transmission path between the customer's designated premises and the serving wire center where the customer would normally obtain local dial tone.

(N)
|
(N)

Entry Switch - See First Point of Switching

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Envelope Delay Distortion

The term "Envelope Delay Distortion" denotes a measure of the linearity of the phase versus frequency of a channel.

Equal Level Echo Path Loss

The term "Equal Level Echo Path Loss" (ELEPL) denotes the measure of Echo Path Loss (EPL) at a 4-wire interface which is corrected by the difference between the send and receive Transmission Level Point (TLP). [ELEPL = EPL - TLP (send) + TLP (receive)]

Estimated Cost

The term "Estimated Cost" denotes the estimated costs that will be incurred in providing a specific case of special construction, including any appropriate taxes.

Ethernet Virtual Circuit (EVC)

The term EVC denotes a logical connection between two or more customer locations and goes from the customer demarcation point (Ethernet Interface) to the OPT-E-MANsm network out to another customer demarcation point. (T)

Ethernet over SONET (EoS)

EoS allows the efficient transport of Ethernet frames using SONET. Ethernet Ports will be available in bandwidths up to the Ethernet interfaces of 100 Mbps or 1 Gbps on SONET Ring service as set forth in 7.2.9 following and OC-192 Dedicated SONET Ring service as set forth in 7.2.10 following. As SONET bandwidths will be preset, the customer will be unable to transmit data beyond these preset SONET bandwidths.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Exchange

The term "Exchange" denotes a unit generally smaller than a Local Access and Transport Area established by the Utility for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area.

Exchange Access Signaling

The Signaling system which is used by equal access end offices to transmit originating information and address digits to the customer's premises and which includes the means of verifying the receipt of these address digits. Features of this system include overlap outpulsing, identification of the type of call, identification of the ten digit telephone number of the calling party and acknowledgement wink supervisory signals.

Expanded Interconnection Service

The term "Expanded Interconnection Service" denotes a fiber optic or microwave connection between the Utility-provided Switched or Special Access Service and collocator-provided transmission equipment.

Expected Measured Loss

The term "Expected Measured Loss" denotes a calculated loss which specifies the end-to-end 1004-Hz loss on a terminated test connection between two readily accessible manual or remote test points. It is the sum of the inserted connection loss and test access loss including any test pads.

Material omitted now on Sheet 79-B.

(L) Formerly on Sheet 79.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Facilities

The term "facilities" denotes any cable, Fiber Optics, poles, conduit, microwave or carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide (1) the services offered under this tariff, or (2) the services provided by a customer for its own use or for an End User's use.

Fibre Channel

Fiber Channel is a storage area network protocol (SAN). Fibre Channel, a family of ANSI standards, is a common, efficient transport system supporting multiple protocols or raw data using native Fibre channel guaranteed delivery services. Profiles define interoperable standards for using Fibre Channel for different protocols or applications.

(N)
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(N)

Field Identifier

The term "Field Identifier" denotes two to four characters that are used on service orders to convey specific instructions. Field Identifiers may or may not have associated data. Selected Field Identifiers are used in Utility billing systems to generate nonrecurring charges.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

First Come-First Served

The term "First Come-First Served" denotes a procedure followed when a shortage of facilities or equipment occurs, such that an Access Service order cannot be installed. The order delayed by the shortage of facilities will be prioritized according to the sequence in which they were received. That is, when facilities of equipment become available, the first order received will be the first order processed.

First Point of Switching

The term "First Point of Switching" denotes the first Utility location at which switching occurs on the terminating path of a call proceeding from the customer's premises to the terminating end office and, at the same time, the last Utility location at which switching occurs on the originating path of a call proceeding from the originating end office to the customer's premises.

Frequency Shift

The term "Frequency Shift" denotes the change in the frequency of a tone as it is transmitted over a channel.

Grade of Service

Used with OPT-E-MANSM service, Grade of Service denotes the network policies which align network resources with customer objectives and traffic priorities and are enforced by means of Quality of Service (QoS) mechanisms.

(T)

Grandfathered

The term "Grandfathered" denotes Products and Services that are limited to existing customer installations. Also it denotes Terminal Equipment, Multiline Terminating Systems and Protective Circuitry directly connected to the facilities of the Utility at the Utility's local loop demarcation point and are utilized to provide services under the provisions of this tariff, and which are considered grandfathered under Part 68 of the F.C.C.'s Rules and Regulations.

Regulations for Frozen/Grandfathered Services are found in 2.1.4(E) preceding.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Harmful Matter

The term "Harmful Matter" as defined in Cal.Penal Code Sec. 313, denotes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest, and is matter which, taken as whole, depicts or describes in a patently offensive way, sexual conduct and which, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

"Matter" includes live or recorded telephone messages when transmitted, disseminated or distributed as part of a commercial transaction.

"Minors" means any natural person under 18 years of age.

Host Office

The term "Host Office" denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

IC

See Interexchange Carrier

(C)

ICB

See Individual Case Basis

IC Change In Identity

The term "IC Change In Identity" denotes a merger, acquisition, partnership, joint venture, etc. and may include changes in the structure of the IC's business, such as changes in carrier identification code, establishing a new name, merging of multiple IC's, billing modifications, physical network reconfiguration and/or assignment or transfer of services.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

IC Public Access Coinless Telephone

The term "IC Public Access Coinless Telephone" denotes a coinless telephone instrument and associated equipment provided by the IC for use by the general public.

(C)

IC Retraction

The term "IC Retraction" denotes that the IC has submitted an Easy Access Request (EAR) to the Utility and requests retraction of the completed EAR.

IC Terminal Location

The term "IC Terminal Location" denotes the point at which Access Service connects to the IC's telecommunications service.

(C)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Impedance Balance

The term "Impedance Balance" denotes the method of expressing Echo Return Loss and Singing Return Loss at a 4-wire interface whereby the gains and/or loss of the 4 wire portion of the transmission path, including the hybrid, are not included in the specification.

Impulse Noise

The term "Impulse Noise" denotes any momentary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences which exceed the threshold.

Individual Case Basis (ICB)

The term "Individual Case Basis" (ICB) denotes a condition in which the rates and charges for an offering under the provisions of this tariff are developed based on the circumstances (such as costs of labor, material, engineering and administration, tax and return considerations) in each case. Terms and Conditions may include a Termination Charge to recover any remaining portion of the liability which was agreed to by the customer at the time the service was undertaken.

Individual or Small Business

(N)

(See Small Business or Individual)

(N)

Information Provider (IP)

The term "Information Provider" (IP) denotes the customer of the Interexchange Carrier who subscribes to the Interexchange Carrier's 900 service that provides an audiotex or videotex service for end users to access.

Information Services Call Blocking (ISCB)

The term "Information Services Call Blocking" denotes the Utility's central office call blocking service that allows the Utility's residential and business subscribers to block access to all directly dialed, the Utility's operator-assisted and the Utility's operator-entered billing to California 976 programs within California and California 900 programs within California and Interexchange Carrier 900 services program calls originating within California and calls placed to Interexchange Carrier 900 numbers outside of California.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Infrastructure Systems

Infrastructure Systems include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power) DC power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

(N)
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(N)

Initial Liability Period

The term "Initial Liability Period" denotes the initial planning period during which the customer expects to place specially constructed facilities in service.

Inserted Connection Loss

The term "Inserted Connection Loss" denotes the 1004 Hz power difference (in dB) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

Interconnection Point

The term "Interconnection Point" is a point physically accessible by both the Utility and collocators that is as close as reasonably possible to a Utility Central Office for fiber optic cable routing to the central office vault.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Interexchange Carrier (IC) or Interexchange Common Carrier

The term "InterLATA Carrier (IC) or InterLATA Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity, or corporation including resellers and enhanced service providers authorized by the California Public Utilities Commission to provide interLATA telecommunication services for its own use or for the use of its customers. InterLATA carriers can include carriers authorized by the California Public Utilities Commission to offer intraLATA high speed digital services consistent with the terms and conditions of Decision No. 88-08-059 and Decision No. 88-09-059.

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

IntraLATA Call

A call originating and terminating within a LATA that is not rated as a local exchange or Zone Usage Measurement call.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within California subject to oversight by the California Public Utilities Commission as provided by the laws of the State of California.

Jitter

Jitter denotes the delay that occurs between 2 packets or Ethernet frames that are traversing the network. Jitter is calculated as the delay variance of the packets transported across the network or the delta of delay between two consecutive packets.

Latency

Latency denotes the amount of time necessary for a typical frame to traverse the network.

(N)
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(N)

Material omitted now located on Sheet 82-A.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Leg

The term "leg" denotes a path for electrical communication between a customer premises and a Utility central office on a circuit.

Licensed Space

The term "Licensed Space" refers to an enclosed area designated by the Utility to be used by a collocator for the sole purpose of installing, maintaining, and operating equipment to interconnect with Utility Switched or Special Access services.

Line-Side Connection

The term "Line-Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" (LATA) denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges which are grouped to serve common social, economic and other purposes.

Local Area Network (LAN)

The term Local Area Network (LAN) denotes a short distance data communication network, (typically within a building or campus) used to link computers and peripheral devices under some form of standard control.

Material omitted now located on Sheet 82-B.
(L) Formerly located on Sheet 82.

(L)

(L)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Local Loop Demarcation Point (See Schedule Cal.P.U.C. No. A2.1.20)

(L)

The physical location that separates the responsibility for installation and repair of telecommunications facilities between the Utility, building/property owner/landlord/agent, and the end-user customer. The local loop demarcation point is generally located at the first point of entry to a single or multi-story building and includes the main entrance facility. The Utility is responsible for the installation and maintenance of its facilities up to and including those located at the Utility's local loop demarcation point. This point may also be referred to as the Minimum Point of Entry (MPOE) or the Minimum Point of Presence (MPOP).

Installation and maintenance of facilities and equipment beyond the Utility's local loop demarcation point is the responsibility of the building/property owner/landlord/agent or end-user customer.

Where a local loop demarcation point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close practicable to the existing demarcation point.

(L)

(L) Formerly located on Sheet 82-A.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Local Tandem Switch

The term "Local Tandem Switch" denotes a local Utility switching unit by which local or access telephonic communications are switched to and from an End Office Switch.

Loop Around Test Line

The term "Loop Around Test Line" denotes an arrangement utilizing a Utility control office to provide a means to make certain two-way transmission tests on a manual basis. This arrangement has two central office terminations, each reached by means of separate telephone numbers and does not require any specific customer premises equipment. Equipment subject to the test arrangement is at the discretion of the customer.

Loss Deviation

The term "Loss Deviation" denotes the variation of the actual loss from the designed value.

Media Access Control Addresses (MAC Addresses)

The term MAC addresses denotes a data link layer protocol used for Layer 2 connectivity.

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(N)

Maximum Termination Liability - The term "Maximum Termination Liability" denotes the maximum amount which may be billed if all services using specially constructed facilities are terminated prior to the expiration of the Maximum Termination Liability Period.

Maximum Termination Liability Period - The term "Maximum Termination Liability Period" denotes the length of time for which a termination charge may apply if some or all services using specially constructed facilities are terminated.

Material omitted now on Sheet 83-A.

Continued

ACCESS SERVICE

- 2. General Regulations (Cont'd) (N)
 - 2.6 Definitions (Cont'd) (N)
 - Message (L)

The term "Message" denotes a "call" as defined preceding. (L)
 - Metropolitan Area Network (MAN) (N)

The term Metropolitan Area Network (MAN) denotes a data network covering an area larger than a LAN. A MAN typically interconnects two or more local area networks. (N)
 - Milliwatt (102 Type) Test Line (L)

The term "Milliwatt (102 Type) Test Line" denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBm0 for one-way transmission measurements towards the customer's premises from the Utility end office. (L)
 - Minimum Point of Entry/Presence (MPOE/MPOP) (L)

(See Local Loop Demarcation Point)

(L) Formerly on Sheet 83.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Net Salvage

The term "Net Salvage" denotes the estimated scrap, sale, or trade-in value, less the estimated cost of removal. Cost of removal includes the costs of demolishing, tearing down, or otherwise disposing of the material and any other applicable costs. Since the cost of removal may exceed salvage value, net salvage may be negative.

Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

Network Interconnection Charge

The term "Network Interconnection Charge" denotes the charge applied to all switched access customers that interconnect with the Utility's switched access network.

(N)
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(N)

Network Interface

(See Standard Network Interface)

Network Management Controls

The term "Network Management Controls" denotes the type of controls that the Utility may need to implement when a substantial number of 900 calls are expected during a short period of time. The Utility will work cooperatively with the customer to implement controls such as Trunk Access Limitation or Call Gapping.

Nonrecoverable Cost

The term "Nonrecoverable Cost" denotes the cost of specially constructed plant for which the Utility has no foreseeable use should the service be terminated.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Normal Construction

The term "Normal Construction" denotes all plant the Utility would normally use to provide service in the absence of a request for special construction.

Normal Cost

The Term "Normal Cost" denotes the estimated cost to provide services using normal construction.

North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Off-hook

The term "Off-hook" denotes the active condition of Switched Access or a Telephone Exchange Service line.

On-hook

The term "On-hook" denotes the idle condition of Switched Access or a Telephone Exchange Service line.

One by One Protection (1x1)

1x1 protection is where a single backup path provides service protection for no more than one circuit.

One by N Protection (1xN)

1xN protection is where a single backup path provides service protection for 2 or more, but less than 10, circuits. N denotes the number of circuits that are backed up.

Open Circuit Test Line

The term "Open Circuit Test Line" denotes an arrangement in an end office which provides an ac open circuit termination of a trunk or line by means of an inductor of several Henries.

(N)
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(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Operator Services System

The term "Operator Services System" (OSS) denotes the switching equipment, facilities, operator positions and software components utilized for the provision of Operator Services.

Operator Services System Location

The term "Operator Services System Location" (OSS Location) denotes a Telephone Company office where Telephone Company equipment routes or receives customer Operator Services calls to or from the customer location.

Operator Services System Serving Area

The term "Operator Services System Service Area" (OSS serving area) denotes the geographic operational domain of an Operator Service System.

Optical Amplifier

Used with Ring services. Provides for an optical signal boost if the distance between nodes exceeds the transmission loss parameters (link loss specific). Engineering considerations may dictate the need for more than one optical amplifier on a circuit route. These additions may be service affecting.

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(N)

Optical Carrier Level n (Ocn)

The physical line connection (a.k.a. facility) between two locations that use optical signaling equipment for transmitting information over fiber optics. The level of bit rate speed transmission is indicated by "n". OC1 optical transmissions are at 51.84Mbps; OC3 at 155.52Mbps; OC12 at 622.08Mbps and OC48 at 2,488.32Mbps.

Optical Carrier concatenated (OC3)

The physical line or "clear channel" connection (a.k.a. facility) between two locations that is capable, using optical signaling equipment, of carrying in one framing format a transmission rate of 155.52 Mbps

Optical Carrier Level 1 (OC3)

The physical line connection (a.k.a. facility) between two locations which is capable using optical signaling equipment of carrying a maximum transmission line rate of 155.52Mbps. The actual information rate and frame format is a function of the service being provided. A single OC3 carries three separate 51.84Mbps or STS level 1 payloads each with its own framing format.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Optical Carrier Level 3 concatenated (OC3c)

The physical line or "clear channel" connection (a.k.a. facility) between two locations which is capable using optical signaling equipment of carrying a transmission rate of 155.52Mbps. Only one framing format is used. A single payload, no STS level 1 or 51.84Mbps payloads, is carried.

Originating Direction

The term "Originating Direction" denotes the use of access service for the origination of calls from an End User premises to a customer premises.

Other Central Office ("CO") Space

The unused space within the central office which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.

Overlap Outpulsing

The feature of the exchange access signaling system which permits initiation of pulsing to the customer's premises before the calling subscriber has completed an originating call.

Packet Delivery Rate (PDR)

Packet Delivery Rate (PDR) denotes the measurement of the actual amount of useful and non-redundant information that is transmitted or processed from end-to-end across the network.

Pay Telephone

The term "Pay Telephone" denotes Utility provided instruments and related facilities that are available to the general public for public convenience and necessity, including public and semipublic telephones, and coinless telephones.

In some instances, pay telephones may be screened to provide restrictions in service (e.g., Charge-a-Call, Inmate Services).

* Pending CPUC Approval of Advice Letter No. 20412.

* (T)
* (T)
(N)
(N)
* (T)
* (T)
(T)
(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Operator Services System

The term "Operator Services System" (OSS) denotes the switching equipment, facilities, operator positions and software components utilized for the provision of Operator Services.

Operator Services System Location

The term "Operator Services System Location" (OSS Location) denotes a Telephone Company office where Telephone Company equipment routes or receives customer Operator Services calls to or from the customer location.

Operator Services System Serving Area

The term "Operator Services System Service Area" (OSS serving area) denotes the geographic operational domain of an Operator Service System.

Optical Carrier Level n (Ocn)

The physical line connection (a.k.a. facility) between two locations that use optical signaling equipment for transmitting information over fiber optics. The level of bit rate speed transmission is indicated by "n". OC1 optical transmissions are at 51.84Mbps; OC3 at 155.52Mbps; OC12 at 622.08Mbps and OC48 at 2,488.32Mbps.

(N)

Optical Carrier concatenated (OC3)

The physical line or "clear channel" connection (a.k.a. facility) between two locations that is capable, using optical signaling equipment, of carrying in one framing format a transmission rate of 155.52 Mbps

Optical Carrier Level 1 (OC3)

The physical line connection (a.k.a. facility) between two locations which is capable using optical signaling equipment of carrying a maximum transmission line rate of 155.52Mbps. The actual information rate and frame format is a function of the service being provided. A single OC3 carries three separate 51.84Mbps or STS level 1 payloads each with its own framing format.

(N)

(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Optical Carrier Level 3 concatenated (OC3c)

(N)

The physical line or "clear channel" connection (a.k.a. facility) between two locations which is capable using optical signaling equipment of carrying a transmission rate of 155.52Mbps. Only one framing format is used. A single payload, no STS level 1 or 51.84Mbps payloads, is carried.

(N)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Peaked Services

The term "Peaked Services" denotes a service that will produce a substantial call volume during a short period of time (e.g. media stimulated events) that may cause excessive network congestion.

(D)

(D)

Permanent Facilities

The term "Permanent Facilities" denotes facilities providing service for one month or more.

Phase Jitter

The term "Phase Jitter" denotes the unwanted phase variations of a signal.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Physical Collocation

The term "Physical Collocation" refers to an arrangement where a Collocator's facilities will be terminated in the Collocator's owned and provided equipment that is physically located in an area designated by the Utility for use for installing, maintaining, and operating that equipment. *(T)

Point of Connection

The term "Point of Connection" denotes a location at which ownership of facilities changes on a service route involving two or more local telephone companies. *(T)

Point of Termination

The term "Point of Termination" denotes the point of demarcation, within a premises at which the Utility's responsibility for the provisioning of service ends.

Port

The term "Port" refers to the physical point where the channel termination of the customer connects to the Frame Relay Service. Port is also applicable to providing the interface for Ring services.

Ports provide access to the Ring and to lower speed channels (DS3, OC-3/c, OC-12/c, OC-48/c, 100 Mbps and 1Gbps Ethernet) between Nodes. Lower Speed channels are accessible at Nodes via Port terminations. (N)

Premises

Refers to the space occupied by a customer or authorized user in a single building or in connecting buildings on continuous property not separated by a public thoroughfare.

Material omitted now on Sheet 86-A-1.

* Pending CPUC Approval of Advice Letter No. 20412.

Continued

(N)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Private Line

The term "Private Line" denotes a channel designed to meet the transmission requirements for dedicated end to end service within a LATA. It is also referred to as IntraLATA Private Line Service (IPLS).

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1(T)

Private Line Customer

A customer who orders IntraLATA Private Line Service.

Property Owner/Landlord/Agent

The owner of real property who occupies, leases or rents property for residential or commercial purposes, or the owner's authorized representative.

1(T)

Radio Common Carrier (RCC)

The term "Radio Common Carrier" denotes a radio communications common carrier engaged in the provision of public radio/mobile service.

Recoverable Cost

The term "Recoverable Cost" denotes the cost of the specially constructed plant for which the Utility has a foreseeable reuse, either in place or elsewhere, should the service be terminated.

Regenerator

Provides for re-timing, re-shaping and regeneration of the signal if degradation exceeds the dispersion or optical amplifier noise limits. Used with Ring services.

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(N)

Remote Switching Modules and/or Remote Switching Systems

The term "Remote Switching Modules and/or Remote Switching Systems" denotes small, remotely controlled electronic end office switches which obtain their call processing capability from an ESS-type Host Office. The Remote Switching Modules and/or Remote Switching Systems cannot accommodate direct trunks to a customer.

Return Loss

The term "Return Loss" denotes a measure of the similarity between the two impedances at the junction of two transmission paths. The higher the return loss, the higher the similarity.

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(N)

NOTE 1: Pending CPUC Approval of Advice Letter No. 21470.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Registered Equipment

The term "Registered Equipment" denotes the customer's or the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Safe-Time Work Practice

A safe-time work practice applies only to activities that pose a substantial risk of harm to the Utility's or other collocator's equipment or services. A safe-time practice applies equally, both on its face and in actual execution, to the Utility's own technicians and contractors and to each collocator's technicians and contractors.

(N)

(N)

Secondary Channel

The term "Secondary Channel" denotes a second, totally independent, lower speed channel operating in parallel with the primary channel of a Digital Data Access Service Circuit.

Service Control Point

The term "Service Control Point" (SCP) denotes the node in the SS7 network where several independent data base applications receive and respond to SS7 queries.

Service Management System

The term "Service Management System" (SMS) denotes the primary 800 service system that interfaces between the regional SCPs and 800 service providers' order entry centers and/or systems. The primary function of the SMS is to administer 800 records in the SCPs that involve service provisioning, maintenance network administration and management.

Material omitted now on Sheet 87-A.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Service Switching Point

(L)

The term "Service Switching Point" (SSP) denotes a switch which recognizes 800 calls and suspends them in order to query the 800 Service Control Point (SCP) for routing instructions for the 800 call.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center that normally serves the customer's premises and is designated as such for the purpose of measuring mileage. The serving wire center may also be a hub location.

(L)

Material omitted now on Sheet 87-A-1.
(L) Formerly on Sheet 87.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Service Type

The term "Service Type" denotes a three letter code used in meet point billing to identify the types of service offered between wire centers. The code "ALL" indicates that any services offered will have the same billing percentage (BP), not that all types of service are offered. When separate routes are used between wire centers for different types of service, a separate code and billing percentage is used for each type of service.

Seven Digit Manual Test Line

The term "Seven Digit Manual Test Line" denotes an arrangement which allows the customer to select balance, milliwatt and synchronous test lines by manually dialing a seven digit number over the associated access connection.

Shared Network Arrangement

Shared Network Arrangement is a service offering that enables a customer ("Service User") to connect subtending service to an OC-3, OC-12, OC-48, or OC-192 SONET Ring service of another customer (the "Host" subscriber), with the Utility maintaining separate billing for each. Offered with SONET Ring service.

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(N)

Short Circuit Test Line

The term "Short Circuit Test Line" denotes an arrangement in an end office which provides for an ac short circuit termination of a trunk or line by means of a capacitor of at least four microfarads.

Shortage of Facilities or Equipment

The term "Shortage of Facilities or Equipment" denotes a condition which occurs when the Utility does not have appropriate cable switching capacity, bridging, or multiplexing equipment, etc., necessary to provide the Access Service requested by the customer.

Signal-to-C-Notched Noise Ratio

The term "Signal-to-C-Notched Noise Ratio" denotes the ratio in dB of a test signal to the corresponding C-Notched Noise.

Signaling Point of Interface (SPOI)

The term "Signaling Point of Interface" denotes the interface point between the Utility and its access customer for purposes of exchanging SS7 signaling messages for Common Channel Signaling.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Signaling System Seven (SS7)

The term "Signaling System Seven" denotes an international standard packet protocol, accepted by the International Telegraph and Telephone Consultative Committee (CCITT) and the American National Standard Institute (ANSI) for use with Common Channel Signaling.

Signaling Transfer Point (STP)

The term "Signaling Transfer Point" denotes a packet switch which provides CCS network access and performs CCS message routing and screening.

Singing Return Loss

The term "Singing Return Loss" denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where singing (instability) problems are most likely to occur.

Site Conditioning

Identifies those charges associated with the initial preparation of the Collocator's Dedicated Space.

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* Pending CPUC Approval of Advice Letter No. 20412.
Material omitted now on Sheet 87-C.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Small Business or Individual

(N)

For the purposes of the Consumer Protection Rules adopted in D.04-05-057, a Small Business is a business that subscribes to not more than twenty telephone access lines or one T-1 from the Utility, or an Individual who subscribes directly to not more than twenty access lines or one T-1 from the Utility for business use or combination business and personal use. Any business or individual subscribing to more than twenty telephone access lines or more than one T-1 line will not be considered a small business customer. For purposes of these rules, all entities other than individuals (e.g., government and quasi-governmental agencies, associations, etc.) meeting the twenty-access or one T-1 line limit are treated identically with small businesses. A business is defined by a billed account.

A billed account may consist of one or more billing telephone numbers associated by a unique identifier assigned by the Utility.

(N)

SONET

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Synchronous Optical Network - a standard for optical transmission levels and their electrically equivalent synchronous transport levels.

Special Order

The term "Special Order" denotes an order for a Billing and Collection Service or an order for a Directory Assistance Service.

(L)

(L) Formerly on Sheet 87-B.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Split Billing Arrangement

Split Billing Arrangement is a billing option which allows for the interconnection of two or more different customer's Special Access Service in Utility Serving Wire Centers for billing purposes and is applicable to Hicap DS1 and DS3.

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Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

T-1

As defined in D.04-05-057, and in conjunction with the definition of Small Business Customer, a T-1 provides the capacity equivalent of 24 switched voice-grade access lines and has the capacity of 1.544 Mbps.

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Tandem Switched Transport

The term "Tandem Switched Transport" denotes a dedicated transmission path between the customer's serving wire center and the access tandem, and/or a common transmission path from end offices to the access tandem and tandem switching.

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from a customer's premises to an End User premises.

Termination Charge

The term "Termination Charge" denotes a charge that is applicable should a customer discontinue a service provided for in this tariff prior to the end of its termination liability. The charge is computed at the time of discontinuance to recover any remaining portion of maximum termination liability. It will in no case exceed the maximum termination liability which was agreed to by the customer at the time the service was undertaken.

Termination Liability Period

The term "Termination Liability Period" denotes the term of the contract or agreement for the service. During this time, a termination charge may be applied if the service is discontinued.

Charges associated with the disconnection of service under 2.4.3 preceding pursuant to the Consumer Bill of Rights adopted in D.04-05-057 are deemed not to be Termination Charges.

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(N)

Total Switch Outage

The term "Total Switch Outage" denotes a complete loss of call processing capabilities in an end office or access tandem.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Transmission Measuring (105 Type) Test Line/Responder

(L)

The term "Transmission Measuring (105 Type) Test denotes an arrangement in an end office which provides far-end access to a responder and permits two-way loss and noise measurements to be end access to a responder and permits two-way loss and noise measurements to be end access to a responder and permits two-way loss and noise measurements to be Line/Responder" made on trunks from a near end office.

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

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(L) Formerly on Sheet 88-A.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Transmission Specifications

The term "Transmission Specifications" denotes the immediate action limits beyond which the Utility will accept a customer's trouble report and take corrective action.

Transport Channel

The term "Transport Channel" denotes a channel of a Switched Transport DS1 or DS3 facility.

Transport Channel Group

The term "Transport Channel Group" denotes a set of transmission paths which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the common paths are interchangeable.

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Circuit Identification Code

The term "Trunk Circuit Identification Code" denotes the number assigned to each switched trunk, to identify it to the SS7 signaling system.

Material omitted now on Sheet 88-C.

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk-Side Connection

The term "Trunk-Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

Two-Wire to Four-Wire Conversion

The term "Two-Wire to Four-Wire Conversion" denotes an arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity (e.g., a central office switch).

Type 2A Interconnection

The term "Type 2A Interconnection" denotes a direct trunk connection that can be requested between the Utility's wire center serving the Radio Common Carrier's switch and the Utility's access tandem.

Underutilization Liability

The term "Underutilization Liability" denotes a per unit charge which may be billed if fewer services are in use utilizing specially constructed facilities at filed tariff rates at the end of an Initial Liability Period, or annually thereafter, than were originally specially constructed.

Uniform Service Order Code (USOC)

The term "Uniform Service Order Code" (USOC) denotes a three or five character alphabetic, numeric, or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in the Utility billing system to generate recurring rates and nonrecurring charges.

(L) Formerly on Sheet 88-B.

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(L)

Continued

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Unused Space

Denotes any space in the Eligible Structure which is not occupied by the Utility's personnel and/or occupied by or reserved for the Utility network equipment. May also be used to denote space within a specific Collocator's area that is not occupied by or reserved for collocator's equipment.

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V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Virtual Collocation

The term "Virtual Collocation" refers to an arrangement where a collocator's facilities will be terminated on the collocator's specified equipment which is provided, installed, maintained, and repaired by the Utility, in a Utility location, for use at tariff rates, by the collocator, as part of its network.

WATS or Universal WATS Access Line

The term WATS or Universal WATS Access Line denotes a connection between a customer's end user's premises and a WATS or UWAL Serving Office.

WATS or Universal WATS Serving Office

The term "WATS or Universal WATS Serving Office" denotes a Utility designated serving wire center where switching and optional screening and/or recording functions are performed in connection with the closed end of WATS or WATS-type services.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

NOTE 1: Pending CPUC Approval of Advice Letter No. 20412.

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Continued