FACILITIES FOR INTRASTATE ACCESS

A. APPLICABILITY (T)

1. Applicable to regulations, rates and charges for Switched Facilities for Intrastate Access, hereinafter referred to as Switched Access, Special Facilities for Intrastate Access, hereinafter referred to as Special Access and Expanded Interconnection Service, or jointly, as FIA, provided by the Utility to InterLATA and IntraLATA Customers, which include carriers, end users, and any others subscribing to the services provided in this tariff. This tariff is also applicable to Ancillary and Miscellaneous services. This tariff does not apply to other services offered by the Utility. (T)

2. Regulations, rates and charges in this tariff apply to FIA and shall not serve as a substitute for IC tariff offerings of services to end users. The provision of such FIA by the Utility does not constitute a joint undertaking with the customer for the furnishing of any service.

3.

Special Note:

Rates, charges and conditions shown herein include all network facilities on the Utility's side of the Local Loop Demarcation Point (LLDP) as defined in Schedule Cal. P.U.C. No. A-9. The purpose of the LLDP is to separate responsibility of the Utility from the responsibility of the building owner/customer. Exceptions to the LLDP are shown in Schedule Cal. P.U.C. No. A-9, Section III.F.4. Rates, charges and conditions for tariffed work functions performed on the customer's side of the LLDP are as shown in Schedule Cal. P.U.C. No. A-9.

TERRITORY

Within the serving area of the Utility.

Continued

FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

A. Undertaking of the Utility

1. Scope

a. (D)
(D)

b. The Utility does not undertake to transmit messages or offer a telecommunications service under this tariff. (T)

c. The responsibility of the Utility shall be limited to the installation, operation and maintenance of the services which it provides. (T) (T)

d. The Utility will, for maintenance purposes, test its FIA only to the extent necessary to detect and/or clear troubles. (T)

e. FIA are provided 24 hours daily, seven days per week.

f. Provisions from other tariffs may be applicable to Access Service except that when provided in this tariff, provisions in this tariff shall take precedence. (N) (N)

Continued

FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

A. Undertaking of the Utility

2. Limitations

a. The customer may not assign or transfer the use of FIA provided under this tariff except that, where there is no interruption of use or relocation of the FIA, such assignment or transfer may be made to: (T)

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

(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 FIA, if any.

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

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

Continued

FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

A. Undertaking of the Utility - Continued

2. Limitations - Continued

d. The emergency provisioning and restoration of FIA shall be in accordance with Part 64, Subpart D, Paragraph 64.401. of the FCC's Rules and Regulations, which specifies the priority system for such activities. The service arrangement is described in Schedule Cal. P.U.C. No. A-10 and rate information is set forth in Section IV. of this tariff. (C) (C) (T) (T)

e. The Utility does not warrant that its facilities and services meet standards other than those set forth in this tariff.

3. Liability

a. The Utility's failure to provide or maintain FIA shall be excused by labor difficulties, governmental orders, civil commotions, acts of God or other circumstances beyond the Utility's reasonable control, except as otherwise provided for in this tariff.

b. The Utility's liability, if any, for willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer for damages associated with the installation, provision, termination, maintenance, repair or restoration of FIA, and subject to the provisions following, the Utility's liability, if any, shall not exceed an amount equal to the proportionate charge for the FIA for the period during which the FIA 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 provision of FIA interruption.

c. 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.

Continued

FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

A. Undertaking of the Utility - Continued

3. Liability - Continued

d.

e. No license under patents is granted by the Utility to the customer or shall be implied or arise by estoppel in the customer's favor with respect to any circuit, apparatus, system or method used by the customer in connection with FIA provided under this tariff. With respect to claims of patent infringement made by third persons, the Utility will defend, indemnify, protect and save harmless the customer from and against all claims arising out of the use of FIA provided.

f. The Utility shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the use of FIA offered. The foregoing indemnity shall issue on the customer separately, each being responsible for its own acts and omissions, involving: (T) (T)

(1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communications;

(2) Claims for patent infringement arising from combining or using the FIA furnished by the Utility in connection with facilities or equipment furnished by the customer; or (T)

(3) All other claims arising out of any act or omission of the customer in the course of using FIA pursuant to this tariff. (T)

g. The Utility does not guarantee or make any warranty with respect to its FIA when used in a explosive atmosphere. The Utility shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to the FIA so provided. The foregoing indemnity shall issue on the customer separately, each being responsible for its own acts and omissions. (T) (T)

Continued

FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

A. Undertaking of the Utility - Continued

3. Liability - Continued

h. The Utility shall reimburse the customer for damages to premises or equipment of the customer resulting from the provision of FIA by the Utility on such premises, or by the installation or removal thereof, caused by the negligence or willful act of the Utility.

i. Except in the case of willful misconduct, under no circumstances whatever shall the Utility be liable for indirect, incidental, special or consequential damages; and this disclaimer shall be effective notwithstanding any other provisions hereof.

4. Provision of FIA

The Utility, after provision has been made for the Utility's telephone exchange services, to the extent that such FIA are or can be made available with reasonable effort, will provide to the customer, upon reasonable notice FIA offered in this tariff at rates and charges specified therein.

FIA provided to a customer may be connected directly to customer facilities and/or may be connected to access facilities of another telephone company or companies in the joint provision of intermarket area access.

5. Installation and Termination of FIA

Except as provided for Expanded Interconnection Service specified in Section XVII, the FIA provided under this tariff (a) will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Utility's outside distribution network facilities at a suitable location inside a customer designated location, and (b) will be installed by the Utility to such point of termination. (T)

Continued

FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

A. Undertaking of the Utility - Continued

6. Maintenance of FIA

a. The FIA provided shall be maintained by the Utility. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any FIA provided by the Utility, other than by connection or disconnection to any interface means used, except with the written consent of the Utility.

b. Customer provided transmission facilities and equipment terminating in the Utility wire center, access tandem, manhole or similar location for purposes of virtual Expanded Interconnection Service (EIS), as set forth in Section XVII, will be maintained by the Utility. (N) | (N)

7. Changes and Substitutions

Except as provided for equipment and systems subject to Part 68 of the FCC Rules and Regulations in 47 C.F.R. ¶68.110(b), the Utility may, where such action is reasonably required in the operation of its business, substitute, change, rearrange any telephone plant used in providing FIA, change minimum network protection criteria, change operating or maintenance characteristics of facilities, or change operations or procedures of the Utility. In case of any such substitution, change or rearrangement, the facility parameters will be within generally accepted standards. The Utility shall not be responsible if any such substitution, change or rearrangement renders any customer-furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution change or rearrangement materially affects the operating characteristics of the FIA the Utility will notify the customer in writing and work cooperatively with the customer relative to the changes required to the FIA. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics.

Material omitted now shown on 5th Revised Sheet 8

Continued

FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

A. Undertaking of the Utility - Continued

8. Discontinuance and Refusal of FIA

a. If the customer fails to comply with the provisions this tariff, including any payments to be made by it on the dates or at the times herein specified, and fails within thirty (30) days after written notice, by certified mail, from the Utility to a person designated by the customer to correct such noncompliance, the Utility may discontinue the provision of the FIA to the noncomplying customer. In case of such discontinuance, all applicable charges shall become due. (L)

b. If the customer fails to comply with the provisions of this tariff in connection with the provision of FIA and fails to correct such course of action after notice as set forth in a., the Utility may refuse applications for additional FIA to the noncomplying customer until the course of action is corrected.

c. The Utility is specifically granted the right to discontinue service to the end user for non-payment of any portion of the bill, including that portion of service billed by the Utility but rendered by a different carrier.

9. Preemption of FIA

In certain instances, i.e. when spare facilities and/or equipment are not available, it may be necessary to preempt existing services to provision or restore National Security Emergency Preparedness (NSEP) Services. If, in its best judgement, the Utility deems it necessary to preempt, then the Utility will ensure that:

a. A sufficient number of public switched services are available for public use if preemption of such services is necessary to provision or restore NSEP Service.

b. The service(s) preempted have a lower or do not contain NSEP assigned priority levels.

(L) Material previously shown on 2nd Revised Sheet 7
Material omitted now shown on 6th Revised Sheet 9

Continued

FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

A. Undertaking of the Utility - Continued

9. Preemption of FIA - Continued

c. A reasonable effort is made to notify the preempted service customer of the action to be taken.

d. A credit allowance for any preempted service shall be made in accordance with the provisions set forth in Section 2.4.4(A).

10. Limitation of Use of Metallic Facilities (X)

a. Signals applied to a metallic facility shall conform to limitations as set forth in the Technical Reference Publication AS No. 1. In the case of application of DC telegraph signaling systems, the customer shall be responsible, at its own expense, for the provision of current-limitation 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 wire centers) will be furnished only where such facilities are available and will be available to existing customers only. Additional legs may be added to existing circuits, but no new circuits will be established as of January 1, 1995.

c. 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. (X)

(X) Replaces material inadvertently removed in Advice Letter filing 12661. (N)

Continued

FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

A. Undertaking of the Utility - Continued

9. Preemption of FIA - Continued

c. A reasonable effort is made to notify the preempted service customer of the action to be taken.

d. A credit allowance for any preempted service shall be made in accordance with the provisions set forth in Section 2.4.4(A).

10. [1] (D)(T)

(D)

[1] Material formerly on this page has been withdrawn from the tariff. Metallic Service is withdrawn as of December 19, 2013. (N) (N)

FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

A. Undertaking of the Utility - Continued

9. Preemption of FIA - Continued

c. A reasonable effort is made to notify the preempted service customer of the action to be taken. (L)

d. A credit allowance for any preempted service shall be made in accordance with the provisions set forth in Section 2.4.4(A). (L)

10. Limitation of Use of Metallic Facilities

a. Signals applied to a metallic facility shall conform to limitations as set forth in the Technical Reference Publication AS No. 1. In the case of application of DC telegraph signaling systems, the customer shall be responsible, at its own expense, for the provision of current-limitation 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 wire centers) will be furnished only where such facilities are available and will be available to existing customers only. Additional legs may be added to existing circuits, but no new circuits will be established as of January 1, 1995.

c.

d. 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.

(L) Material previously shown on 4th Revised Sheet 8

Continued

FACILITIES FOR INTRASTATE ACCESS

GENERAL REGULATIONS

A. Undertaking of the Utility - Continued

10. - Continued (D)

11.

12.

(D)

Continued