
RULES (Cont'd)

RULE NO. 16 – TERMINAL EQUIPMENT ON CUSTOMER PREMISE (Cont'd)

3. (Cont'd)

.04 Where such customer-provided equipment or communications system applies signals having components in the frequency spectrum below 300 hertz, excluding ringing signals, the currents and voltage (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in .041 through .044 following:

.041 The maximum res (root-mean-square) value, including dc and ac components, of the current per conductor will not exceed 0.35 aspere.

.042 The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.

.043 The conductor voltage shall be such that the conductor to ground voltage limit in .042 preceding is not exceeded. If the signal source is not grounds, the voltage limit .02 preceding applies to the conductor to conductor voltage.

.044 The total weighted ras voltage within the band from 50 hertz to 300 hertz shall not exceed 100 volts. The total weighted ras voltage is the square root of the sum of the products times the square of the ras voltage of the individual frequency components. The weighting factors are as indicated:

for frequency between	weighting factor
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50 hertz and 100 hertz	$f^2/104$
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100 hertz and 300 hertz	$f^{3.3}/106.6$
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where f is the numerical value, in hertz of the frequency component being weighted.

4. The customer is responsible for all costs, which may include the expenses of customer personnel, electrical power, etc. at his premises in the provision of the services described herein.
5. The customer agrees to operate MCI-provided equipment in accordance with instruction of MCI or MCI=s agent.
Failure to do so will void MCI=s liability for interruption of service and may make the customer responsible for damage to equipment pursuant to No. 6 below.
6. The customer agrees to return to MCI all MCI-provided equipment delivered to customer with five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to customer, normal wear and tear only excepted. Customer shall reimburse MCI, upon demand for any costs incurred by MCI due to customer=s failure to comply with this provision.

California Tariff No. 8 (Continued on next Sheet)

Decision No.

Tariff Manager

Effective: 10/12/08
Resolution No.

RULES

RULE NO. 1 – DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Accelerated Expedite

A service order that is processed, at the request of the Customer, with the objective of installing the service in five (5) or fewer business days, whether or not installation is completed in that time period. An accelerated expedite charge will apply to dedicated access service and be assessed per access channel.

Access Coordination

Provides for the design, ordering, installation coordination, pre-service testing, service turn-up and maintenance and ongoing coordination of testing and trouble resolution on all MCI provided local access channels. In the case of customer-provided local access channels, it provides for the maintenance, ongoing coordination of testing, and trouble resolution for the local access channels. Access Coordination does not apply to AT&T CCSA/EPSCS switch connections.

Access Line

A dedicated arrangement which connects a customer location to an MCI terminal location or an MCI switching center.

Accounting Code

A code consisting of 2 or more digits which is available to subscribers of MCI's Metered Use Service offerings which enables them to identify individual users and thereby allocate the cost of their long distance service.

Administrative Change

The modification of an existing circuit, dedicated access line or port, at the request of the customer, that involves changes to authorization codes, speed numbers, route guide, consolidation of billing within Dedicated Leased Line Service, verification of testing performed by parties other than MCI, or any other administrative change not covered by a Billing Record Change. (See below for definition).

Advance Payment

Part or all of a payment required before the start of service.

After-Hours Toll Free Message Referral

This feature enables the toll free service customer to route toll free calls to the Company Message Center after-hours for either an announcement only, announcement and message recording capability, or both with Message Center outdial notification.

Option A (Message Announcement only): This option enables the toll free service customer to play prerecorded voice information referring callers to other numbers, explaining service conditions, or other general information that a customer desires to provide to callers.

Option B (Announcement with Message Recording): This option enables the toll free service customer to play customized voice announcements and if the caller desires, leave a message. The customer may call the Company Message Center to retrieve messages.

Option C (Announcement, Message Capability and Message Notification): This option consists of both message announcement and message recording, plus the ability for the Message Center to outdial and notify the Company's toll free customer of messages.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 1 – DEFINITIONS (Cont'd)

Area Code Blocking

This feature allows the toll free service customer to block originating calls from one or more specific area codes. Customers can tailor their toll free service to their geographic service area and block unwanted calls from out of their area.

Area Code Routing

This feature allows the toll free service customer to route calls to multiple answering locations using one toll free number. The customer can define two or more originating routing groups and to arrange that calls to a single toll free service number placed from different routing groups will terminate at different locations.

Application for Service

A standard MCI order form which includes all pertinent billing, technical and other descriptive information which will enable MCI to provide a communication service as required.

Authorization Code

One or more codes (consisting of 5 or more digits), which are made available to Metered Use Service customers to identify themselves as customers entitled access to and use of, MCI's services.

Authorized User

A person, firm, corporation or other entity authorized by the customer to receive or send communications.

Autodialer

A device which allows the customer to dial preprogrammed telephone numbers, such as the Company access number or authorization codes, by pushing one or two buttons. Dialers can be bought as a separate device and added to a phone.

Automatic Number Identification (ANI)

Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

B8ZS (Bipolar 8 Zero Substitution)

A DS1 line coding technique that enables digitized voice and data transmission at the rate of 1.536 Mbps independent of the number of consecutive zeros and pulse density requirements that are normally imposed on the T1 transmission line.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Billing Record Change

A change in customer billing address.

Bit: The smallest unit of information in the binary system of notation.

Business Service

The phrase "business service" means telecom service provided to a customer for use primarily or substantially for a business, professional, institutional, or other occupational nature.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 17 – INSPECTING, TESTING AND ADJUSTING

1. Inspection

MCI may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation or maintenance of equipment of the customer or MCI. MCI may interrupt the service at any time, without penalty to MCI, because of departure from any of these requirements.

2. Testing and Adjusting

Upon reasonable notice, the channels provided by MCI shall be made available to MCI for such tests and adjustments as may be necessary to maintain there in satisfactory condition; no interruption allowances will be granted for the time during which such tests and adjustments are made.

RULE NO. 18 – SUPPLY TO SEPARATE PREMISES AND RESALE

A. Supply to Separate Previous - Interconnection with Other Carriers

Services furnished by MCI may be connected with services of facilities of another participating carrier. Such interconnection may be made at an MCI Terminal or entrance site, at a terminal of another participating carrier, or at the premises of a customer, joint user, or authorized user. Service furnished by MCI is not part of a joint undertaking with such other carriers.

Any special interfaces equipment or facilities necessary to achieve compatability between the facilities of MCI and other participating carriers shall be provided at the customer=s expense. Upon customer request and acting as his authorized agent, MCI will attempt to make the necessary arrangements for such interconnection.

Service furnished by MCI may be connected with the facilities or services of other participating carriers under the terms and conditions of the other participating carriers= tariffs applicable to such connections.

Intercarrier connection is offered between MCI and the following carriers, in accordance with the indicated tariffs. If no tariff is referenced, MCI maintains a contractual arrangements with that company.

Carrier	Tariff
American Telephone a Telegraph Co	FCC Tariff #259, 260
General Telephone Co. of California	
Pacific Telephone and Telegraph Co.	FCC Tariff #126

B. Special Customer Arrangements

In cases where a customer requests arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special services not offered under this tariff, MCI, at its option, will provide the requested services. Appropriate recurring and/or non-recurring charges will be developed accordingly.

C. Resale

Service furnished by MCI may be arranged for use by other common carriers for the purposes of resale, subject to the following: Such other Common Carriers will be responsible for all interaction and interface with their own subscribers or customers.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 1 - DEFINITIONS (Cont'd)

Calling Circle

For customers subscribing to the Friends & Family Program, a Calling Circle includes U.S. telephone numbers of Subscribers and Members which are presubscribed to MCI. Subscribers and Members must also be a customer of Metered Use Service Option A (Execunet). As used in conjunction with the Friends of the Firm Program, a Calling Circle is defined as follows: In connection with Metered Use Service Option F (Prism Plus), a Calling Circle is a group of up to twenty (20) U.S. telephone numbers, which numbers are presubscribed to MCI, one telephone number in an international location served by MCI, plus the Subscriber's own telephone number or numbers.

Telephone numbers which are not capable of being presubscribed to an interexchange carrier and telephone numbers which are associated with MCI 800 Service or MCI 900 Service, payphone numbers, institutional telephone numbers and numbers associated with MCI services other than switched services will not be eligible for inclusion in Calling Circles.

The domestic telephone numbers included in a Calling Circle may be changed by the Subscriber from time to time. The international telephone number may be changed not more than once during the Subscriber's monthly billing cycle.

Cancellation of Order

A customer initiated request to discontinue processing a service order, either in part or in its entirety, prior to completion. Cancellation charges will be assessed for each circuit-end or dedicated access line canceled from an order prior to its completion by MCI, under the following circumstances: (1) if the local Telco has confirmed in writing to MCI that the circuit-end or dedicated access line will be installed; or (2) if MCI has already submitted facilities orders to an interconnecting telephone company. (This differs from a Disconnection, see following page for definition.)

Casual Caller

Denotes any person who uses MCI service from an equal access end office who does not have a current account with the Company for services offered under this tariff. Casual Caller is further defined as: (i) any person who has not established an account with the Company who places calls over the Company's network from an equal access area; (ii) any presubscribed customer located in an equal access area who has either voluntarily terminated his MCI account or has had his MCI account terminated in accordance with the terms and conditions set forth in Sections B-5 and B-11; or (iii) new or allocated customers whose accounts are not yet established in the Company's billing system.

Central Office

Company facilities where subscribers' lines are joined to switching equipment for connecting other subscribers to each other, locally and long distance.

Central Office Connection (COC)

Connects the Inter-Office Channel (as defined herein) of a Dedicated Leased circuit or connects the access port of a switched channel to the Local Access Channel (as defined herein). Charges for Central Office Connection do not apply to AT&T CCSA/EPSCS switch connections.

Channel or Circuit

A communications path between two or more points, having a bandwidth or transmission speed selected by a customer.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 1 – DEFINITIONS (Cont'd)

Channel Options

Features which can be added to a local access channel to change and/or augment its transmission characteristics.

Channel Termination

The point at which MCI's channel originates, terminates, or drops for the insertion or removal of a customer's signal.

Clear Channel Capability

The capability to permit the unrestricted use of a digital communication channel independent of the number of consecutive zeros and pulse density requirements.

CCSA

An arrangement for switched service networks in which common control MCI switching machines are used to switch network trunks. The switching machines may be shared with other users.

Command Routing

This feature allows the toll free service customer to have toll free calls rerouted by the Company's network in the event of access blockage to an ANI or T-1 circuit ID previously defined by the customer.

Communications Services

The Company's intrastate toll switched telephone services offered for both intraLATA and interLATA use.

Company

MCI Communications Services, Inc. d/b/a Verizon Business Services

Company Calling Card

A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

Corporate Enterprise

When used in connection with Metered Use Service Option N (MCI Vision), Option R (MCI HotelDirect) and Option AB (networkMCI One), a Corporate Enterprise comprises: all the MCI Vision accounts established for one MCI Vision customer; all the MCI HotelDirect accounts established for one MCI HotelDirect customer; or, all the networkMCI One accounts established for one networkMCI One customer.

Credit Card Call

A billing arrangement by which a call may be charged to an authorized credit card number, such as MasterCard, VISA, American Express or Choice.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 1 – DEFINITIONS (Cont'd)

Customer

The person, firm, corporation or other entity which orders service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with MCI tariff regulations. The term "customer" also includes a casual caller (as defined previously in this tariff), person, firm, corporation or other entity that (1) has not presubscribed to MCI service, but accesses MCI Dial "1" by dialing the access number 1010222, or any other MCI carrier identification code, or (2) remains presubscribed to MCI service after its account is removed from MCI's billing system, subsequently continues to use MCI's network, and is billed by a local exchange service company in compliance with MCI tariff regulations. For billing purposes, a customer is considered to be an account. In the Metered Use Services, if a person, firm, corporation or other entity orders the service in more than one MCI originating city, or requests the assignment of more than one account number in a particular city, each such account is a separate customer for billing purposes.

Customer-Provided Terminal Equipment

Terminal equipment, as defined herein, provided by a customer.

D-6 Conditioning

D-6 Conditioning is used to control Attenuation Distortion, Envelope Delay Distortion, Phase Jitter, Signal to Noise Ratio, and intermodulation Distortion for the support of data transmission above speeds of 9,600 bps and up to 19,200 bps on two-point channels.

Date of Preparation

Postmark date on billing envelope.

Day

The term "day" means 8:00 A.M. to, but not including, 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company-specific holidays.

Day of Week Routing

This feature allows the toll free service customer to arrange for calls to a single toll free service number to be routed to different locations based on the particular day of the week.

Dedicated Access Lines (DAL)

A group of leased lines which interconnect a switching system to a dedicated subscriber.

Dedicated Access/Termination

Dedicated Leased Line facilities used between the customer's premises and the MCI terminal for origination and termination of calls.

Dedicated Inbound Calls

Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 1 – DEFINITIONS (Cont'd)

Dedicated Outbound Calls

Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's Point of Presence (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Delinquent or Delinquency

The terms "delinquent" and "delinquency" mean an account for which payment has not been paid in full on or before the last day for timely payment.

Dialed Number Identification Service (DNIS)

This feature allows a customer with multiple toll free service numbers terminating in the same location to identify the specific toll free service number which was dialed by the calling party and to route the call to the appropriate location. DNIS is only available with dedicated toll free service.

Dial Pulse (or "DP")

The pulse type employed by rotary dial station sets.

Direct Inward System Access ("DISA")

This feature of a PBX or telephone system allows an outside caller to dial directly into the telephone system and access the system's features. Customers would typically use this feature to make long distance calls away from the office by using their less expensive business long distance lines.

Direct Termination Overflow

An option which allows a Vnet customer to direct that calls to a specific Dedicated Termination line group shall be routed over MCI's shared network if all Dedicated Termination lines in the group are busy.

Disconnection

The disconnection of a circuit, dedicated access line or port connection being used for existing service. (This differs from a Cancellation; see previous page for definition.)

Evening

The term "evening" means 5:00 P.M. to, but not including, 11:00 P.M. local time at the originating city, Sunday through Friday and on Company-specified holidays except when a lower rate would normally apply.

Exchange Area

The term "exchange area" means a geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 1 – DEFINITIONS (Cont'd)

Expedite

A service order that is processed, at the request of the Customer, with the objective of installing the service in a time period shorter than the Company's standard installation time period for that service, whether or not installation is completed in that time period.

Fiber-Only Routing

A channel using two one-way transmission paths, which include two carrier paths and two wire-pairs.

Fiber Optic Cable

A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Four-Wire Circuit

A circuit using two one-way transmission paths, which include the carrier paths and two wire-pairs.

Holiday

The term "holiday" means all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

Installation

The connection of a circuit, dedicated access line or port for new or additional service.

Interexchange Service

Any of the Company's service offerings which provide switched communications between Local Exchange Carrier defined exchange service areas. Interexchange Services include, but are not limited to MTS, Toll Free and Other Service Arrangements.

Individual Case Basis

Rates for ICB Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

Inter-Office Channel (IOC)

The long-haul portion of a dedicated circuit that connects two or more points of presence (as defined herein) in distant cities.

Inter-Office Conditioning

Special adjustments made to the long-haul portion of a dedicated circuit (required for data circuits only) to assure specific performance levels required for high-speed data transmission.

Interswitch Trunk

A circuit which connects two CCSA switching centers.

Joint User

A person, firm or corporation designated by the customer as a user of communication facilities furnished to the customer by MCI, and to whom a portion of the charges for such facilities are billed under a joint user arrangement.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 1 – DEFINITIONS (Cont'd)

LATA - (Local Access Transport Area)

A geographic area established as required by the Modified Final Judgment in the government's antitrust suit against the Bell System for the provision and administration of communications services.

Local Access Channel

The dedicated line that connects the customer's premise to MCI's point of presence (as defined herein). Local Access Channels do not apply to AT&T CCSA/EPSCS switch connections.

Local Access Channel Data Conditioning

Special conditioning of the local access channel of a dedicated circuit in order to meet performance specifications required for processing data over the circuit. The customer is responsible for requesting the specific type of conditioning required.

Local Exchange Carrier

A company which furnishes exchange telephone service.

Local Service Management Systems (LSMs)

An intermediate data base system which receives downloads of Customer records from the SMS/800 and further downloads them to the appropriate SCPs in its network.

MCI

MCI Communications Services, Inc. d/b/a Verizon Business Services and/or one or more Concurring Carriers.

MCI Dial "1" Long Distance Service

A form of Metered Use Service Option A (Execunet) which is available in exchanges that have been converted to equal access in which customers who have established accounts with MCI place their long distance calls by dialing the area code plus the phone number, or by dialing "1" plus the area code and phone number, or by dialing 1010222 (or any other MCI carrier identification code) plus the area code and phone number.

MCI Dial-up Service

A form of Metered Use Service Option A (Execunet) which is available in areas that have not been converted to equal access in which customers who have established accounts with MCI place their long distance calls by dialing a seven-digit access number plus a five- or six-digit authorization code followed by the area code and phone number. Customers must utilize a touch-tone phone in order to access Execunet Service via this method.

MCI Metropolitan Area Terminal City Location (called Terminal Location)

Locations specified herein where MCI maintains a terminal facility for purposes of providing Intercity Telecommunication Services as described herein.

MCI Recognized National Holidays

Any holidays recognized by MCI are listed in MCI's FCC Tariff No. 1. Holiday discounts do not apply to intrastate calls, unless otherwise specified herein.

MCI Terminal

Any location where MCI provides services as described herein.

Member

As used in conjunction with the Friends & Family Program, a Member is an MCI customer whose telephone number is included in a Subscriber's Calling Circle. An MCI customer may be a Member of an unlimited number of Calling Circles.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 1 – DEFINITIONS (Cont'd)

Minimum Average Time Requirement (MATR)

A generic term indicating a specified period of time, used in the determination of usage charges, which represents the minimum average duration of calls completed during a billing period.

Multiline Terminating Device

Denotes switching equipment, key telephone type systems or other similar customer premise terminating equipment which is capable of terminating more than one access line.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Network Trunks

Access lines, interswitch trunks, and circuits connecting services and facilities of MCI or other carriers to MCI CCSA switching centers.

Night/Weekend

The words "night/weekend" mean 11:00 P.M. to, but not including, 8:00 A.M. local time in the originating city, all day on Saturday, and all day Sunday except from 5:00 P.M. to, but not including 11:00 P.M.

Nonbusiness Hours

The phrase "nonbusiness hours" means the time period after 5:00 P.M. and before 8:00 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

Non-Customer Dialed/Operator Handled Call

A service arrangement whereby an end user accesses an operator and requests the operator dial the destination number.

Off-Network Access Line

A local exchange, foreign exchange, or WATS line connecting both incoming and/or outgoing traffic from an MCI switched service network to the DDD network.

One-Way Transmission

The capability of transmission in only one direction.

Operator Services (OS)

Call intervention by either automated interface or live operators for the purpose of call completion or billing arrangements.

Operator Station Call

A call utilizing operator completion assistance where the calling party dials 0 plus the destination number, 00 plus the destination number, or 00 and wait for an operator.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 1 – DEFINITIONS (Cont'd)

Other Common Carrier

A person, firm, corporation or entity which subscribes to MCI's communication services and facilities and resells these communication services and facilities to the public for profit. Unless otherwise indicated herein, the term "other common carrier" when used in this tariff also means "customer" and includes entities which are brokers of the service (act as intermediaries for the purposes of reselling), those entities which are processors of the service (enhance the value of the service through substantial incurred costs), and those entities which are underlying carriers (own transmission facilities).

Pay-Per-Call Service

Pay-per-call services are telecommunications services which permit simultaneous calling by a large number of callers to a single telephone number and for which the calling party is assessed, by virtue of completing the call, a charge that is not dependent on the existence of a presubscription relationship and for which the caller pays a per-call or per-time-interval charge that is greater than, or in addition to, the charge for transmission of the call.

Percent Allocation

This feature allows the customer to route various percentage of calls to two or more answering locations. The customer must establish a call allocation pattern where each percentage is a whole number and the total allocation equals 100 percent. The customer must have at least two different locations for this routing feature to be available.

Person-To-Person Call

A service whereby the person originating the call specifies to the Company operator a specific person, mobile station, department, extension, or office to be reached.

Physical Change

The modification of an existing circuit, dedicated access line or port, at the request of the customer, requiring some physical change or retermination.

Point of Presence

MCI's physical presence in a LATA (as defined herein). Locations where MCI maintains a Terminal Facility for purposes of providing Customized Business Communications Service.

Premises

The space designated by a customer at its place or places of business for termination of MCI service, whether for its own communications needs or for the use of its resale customers. In the case of the non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at the customer's place of business.

Pre-Programmed Automatic Signaling (PPAS)

A signaling arrangement by which a customer may automatically signal a predetermined ten-digit telephone number without the requirement of any dialed digits.

Primary InterLATA Carrier (PIC)

Long distance carrier designated by a telephone subscriber to provide the Customer with interLATA service without having to dial a special access code.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 1 – DEFINITIONS (Cont'd)

Qualified Commercial Affinity Group

- (A) A trade association representing business entities or individuals within an industry, professional or business classification, or a commercial organization with affiliated franchises, independent agents, independent distributors, businesses in common or other multiple commercial representatives, or a buying group not organized for the purpose of qualifying for the discounts provided for herein, which agrees to meet the following set of criteria within twelve (12) months of undertaking to qualify and thereafter maintain them, and enters into an agreement with MCI for the marketing of MCI's services. The group's members who have subscribed to MCI's service through the group must have aggregate billings, net of taxes, promotional credits and surcharges, of at least \$50,000 per month attributable to Metered Use Option A (Execunet), Option D (Credit Card), Option G (MCI Prism I), Option K (MCI 800 - Switched WATS and Business Line Termination only), Option L (Prism Plus), Option N (MCI Vision), and Option O (MCI Preferred). If a group meets these criteria, it qualifies for discounts under the commercial Affinity Program (CAP).
- (B) A trade association representing business entities or individuals within an industry, professional or business classification, or a commercial organization with affiliated franchisees, independent agents, independent distributors, or other multiple commercial representatives, a buying group not organized for the purpose of qualifying for the discounts provided for herein, or a group consisting of business entities or individuals engaged in business in common which agrees to meet the following set of criteria within twelve (12) months of undertaking to qualify and thereafter maintain them, and enters into an agreement with MCI for the marketing of MCI's services. The group's members who have subscribed to MCI's service through the group must have aggregate billings, net of taxes, promotional credits and surcharges of at least \$100,000 per month attributable to Metered Use Service Option A (Execunet), Option D (Credit Card), Option G (MCI Prism 1), Option K (MCI 800), Option L (Prism Plus) and Option N (MCI Vision) and have average usage per member of at least \$75.00 per month attributable to Metered Use Service Option A (Execunet), Option D (Credit Card), Option G (MCI Prism I) and Option L (Prism Plus) and have average usage per member of at least \$350 per month attributable to Option K (MCI 800 - Switched WATS or Business Line termination), or at least \$1,000 per month attributable to Option K (MCI 800 - Dedicated Access Line termination), or at least \$250 per month attributable to Option N (MCI Vision). If a group meets these criteria, it qualifies for discounts under the Commercial Affinity Program Plus (CAP Plus).

In either case, if a group fails to achieve the prescribed minimums within twelve (12) months of undertaking to qualify or, having qualified, fail for three (3) consecutive months to maintain these minimums, the CAP or CAP Plus arrangement shall end. If for any reason a CAP or CAP Plus arrangement ends, the members of the designated group who subscribed to MCI service through the CAP or CAP Plus arrangement will continue to receive the program discounts specified throughout this tariff for an additional six (6) months, after which the group members will revert to the standard tariffed discounts as specified under the eligible MCI services.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 1 – DEFINITIONS (Cont'd)

Qualified Residential Affinity Group

A group with a common employer whose employer agrees to meet the following set of criteria within twelve (12) months of undertaking to qualify and thereafter maintain them, and enters into an agreement with MCI for the marketing of MCI's services to its employees. The group's employer must: (1) commit to a minimum term of service of one year; and (2) generate monthly revenue of at least \$20,000 attributable to its employees' use of Metered Use Service Option A (Execunet, including Premier Calling Plans) and Option D (Credit Card). Each member of the group who signs up for either or both of these services is a customer of MCI and is subject to all rules and regulations set forth in this tariff. Each member will be entitled to the benefits accorded to members of the Qualified Residential Affinity Group only so long as he or she remains a member of the group. Customers who subscribe to service under this plan are not entitled to any promotional discounts or credits described elsewhere in this tariff.

If a group fails for three (3) consecutive months to maintain this minimum, its respective monthly minimum, the Residential Affinity Group program will end. If, for any reason, the Residential Affinity Group arrangement ends, the members of the designated group will continue to receive the discounts specified throughout this tariff for an additional six (6) months, after which the group will revert to the standard tariffed discounts as specified under the eligible MCI services.

Real Time ANI

Real Time Automatic Number Identification (ANI) Service identifies the calling party's telephone number to the toll free service customer if the call originates from an equal access end office. If the call originates from a non-equal access end office, only the NPA will be delivered to the toll free service customer. Real Time ANI is available with or without DNIS and is available only with dedicated toll free service.

Recurring Charges

The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Redundancy

The offering of alternate Intercity Telecommunication Services which may be provided using one or more different routings, circuits, and/or additional equipment.

Regular Billing

The words "regular billing" mean a standard bill sent in the normal Company billing cycle. This billing consists of one bill for each account assigned to a subscriber.

Residential Service

The phrase "residential service" means telecommunication services used primarily as nonbusiness service.

Restoration

The reestablishing of service by rerouting, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 1 – DEFINITIONS (Cont'd)

Responsible Organization (Resp. Org.)

The carrier entity that has responsibility for the management of toll free numbers in the Service Management System (SMS/800) including maintaining Customer records in the SMS/800 system. Also, the entity which accesses the SMS/800 to: (a) search for and reserve toll free numbers; (b) create and maintain toll free number Customer records, including call processing records; and (c) provide a single point of contact for trouble reporting. The SMS/800 recognizes one Resp. Org. for each toll free number.

Service

Service means any or all service(s) provided pursuant to this Tariff.

Service Commencement Date

The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Control Point (SCP)

The real-time data base system in the Toll Free Data Base Service network that contains instructions on how Customers wish their calls to be routed, terminated or otherwise processed.

Service Group

The term "Service Group" as used in connection with Metered Use Service Options C denotes one or more dedicated access lines terminated in the same multiline terminating device at the same customer premises.

Service Management System (SMS/800)

The main administrative support system of Toll Free Data Base Service. It is used to create and update Customer Toll Free Service records that are then down loaded to Service Control Points (SCPs) for handling Customer's Toll Free Service calls and to Local Management Systems (LSMSs) for subsequent downloading to SCPs. The system is also used by Resp. Orgs. to reserve and assign toll free numbers.

Service Order

The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Service/trade marks

The following are service/trade marks of the Company: Alpha I, Alpha II, Alpha III, Respondability, City Link I, City Link II, City Link III, City Link III+, City Link IV, City Link V, City Link V+, City Link Toll Free, City Link Plus, Net Link, Super Link I, and Super Link II.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 1 – DEFINITIONS (Cont'd)

Special Access Line (SAL): A Dedicated Analog DAL or Digital T-1 Access Lines directly connecting Customers telephone equipment to the Long Distance Provider without using the Local Exchange Carrier's switching equipment.

Special Promotional Offering

Special discounts or modifications of its regular service offerings which MCI may, from time to time, offer to its customers for a particular service. Such offerings may be limited to certain dates, times and locations.

Speed Number

A signaling arrangement by which a Metered Use Service customer may elect to dial a pre-programmed four-digit number in place of a designated ten-digit number.

Subscriber

As used in conjunction with the Friends of the Firm Program, a Subscriber is an MCI customer who undertakes to establish a Calling Circle by giving MCI a list of proposed Members and their telephone numbers (ANIs). As used in conjunction with the Friends & Family Program, a subscriber is an MCI customer who undertakes to establish a Calling Circle by enrolling in a Friends & family Program. An MCI Customer cannot be a Subscriber for more than one Calling Circle. As used in conjunction with other MCI services, a Subscriber is an MCI customer who has ordered MCI service.

Terminal

Any location where carrier provides services described herein.

Terminal Equipment

Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets or data sets.

Time of Day Routing

This feature allows the toll free service customer to arrange for calls to a single toll free service number to be routed to different locations based on the time of day.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

Two-Way Transmission

The capability of transmission in either direction or in both directions at once.

Two-Wire Circuit

A circuit using two one-way carrier transmission paths, plus one wire-pair.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 1 – DEFINITIONS (Cont'd)

User or End User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Validated Account Codes

Account Codes that have restricted access.

Vertical Features

Services such as call validation, "Plain Old Telephone Service" (POTS) number translation, and provision of statistical information on the Customer's toll free traffic, which may be obtained by the Company from Local Exchange Company access tariffs on behalf of a Company Toll Free Service Customer for which the Company serves as Resp. Org.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 2 – DESCRIPTION OF SERVICE

1. Intrastate Telecommunication Services is the furnishing of MCI services for communications between specified locations under the terms of this tariff. Channels will be those of MCI alone, or MCI's in conjunction with those of other participating, concurring or connecting carriers.
2. Intrastate Telecommunication Services consists of the furnishing of channels for the direct transmission and reception of communications between MCI Metropolitan Area Terminal City Locations, or MCI Terminals. Such service has the capability of being extended beyond the respective MCI Terminal Locations.
3. MCI, when acting at the customer's request and as his authorized agent, will make reasonable efforts to arrange for service requirements which may include terminal equipment and circuit conditioning.
4. Service is offered subject to the availability of facilities and the provisions of this tariff.
5. MCI reserves the right to discontinue furnishing services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond MCI's control include, but are not limited to, a customer's call volume or a calling pattern that results, or may result, in network blockage or other service degradation which adversely affects service to the calling party, the customer, or other customers of MCI. MCI may also reserve the right to discontinue furnishing services or billing options, upon written notice, when the customer is using the service in violation of the provisions of this tariff, or in violation of the law.
6. Call Blocking: Without notice, the Company may block calls to or from certain countries, country codes, cities, city codes, NXX exchanges, individual telephone stations, groups or ranges of individual telephone stations or calls that use certain authorization codes, whenever the Company deems it necessary to take such action to prevent: (a) the unlawful use of service; (b) fraud; (c) nonpayment for service; (d) the use of service in violation of the requirements of this Tariff; or (e) Company network blockage or the degradation of service furnished to the Customer or to other customers; or when actions taken by foreign governments or foreign telecommunications agencies, or responsive actions taken by the U. S. Government or any instrumentality thereof, render it impossible or impracticable to provide service. The Company will unblock as soon as it determines it can do so without undue risk, and it will, upon request by an affected Customer, assign new authorization codes to replace any that were deactivated. Whenever call blocking occurs on lines presubscribed to the Company, Customers or former Customers will be unable to make calls via any of the Company's CICs or those of its affiliates. At the request of a private payphone owner, the Company will arrange to block direct dial (i.e., completed without the assistance of an operator) calls made from a payphone to Puerto Rico and the U.S. Virgin Islands and to all international locations, except Canada. The Company may refuse to accept calling or credit card, collect calling and/or third number calls which it determines are or may be fraudulent, or it may limit the use of these billing options to or from certain countries or areas, including all or part of the United States, Puerto Rico, and the U.S. Virgin Islands.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 2 – DESCRIPTION OF SERVICE (Cont'd)

7. MCI reserves the right to discontinue the use of any code provided to a customer of its Metered Use Service Option A (Execunet) or its Metered Use Service Option D (Credit Card) and to substitute another code for such customer's use. Nothing herein, or in any other provision of this tariff, or in any marketing materials issued by the company shall give any person any ownership interest or proprietary right in any given MCI code; provided, however, that a customer that continues to subscribe to MCI's Metered Use Service Option A or Option D will be provided a replacement code in the event such customer's initial code is canceled.
8. Toll access will not be provided to local 976 numbers because the proprietors of the services offered through such numbers have not provided MCI with a schedule of their charges.

RULE NO. 3 – APPLICATION FOR SERVICE

The Carrier may require a subscriber to submit an application form furnished by the carrier and to establish his credit as approved in these Rules, as a condition precedent to the initial establishment of MCI service. This application shall state the date on which service is to begin and the points between which service is to be provided, the type of facilities required, and only special arrangements related to the rate.

An application for service canceled by the subscriber or the carrier prior to the establishment of the service applied for is subject to provisions of Rule No.11.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 4 – CONTRACTS OR AGREEMENTS

The Commission may authorize the Company, on a case-by case basis, to provide service under a contract or other deviation that departs from rates, charges, terms, or conditions offered in the Company's tariffs. Contracts for tarified services will be submitted to the Commission for approval under Commission General Order 96-B. A contract that involves only detariffed or non-tariffed services is not subject to Commission approval and will not be submitted for filing.

RULE NO. 5 – SPECIAL INFORMATION REQUIRED ON FORMS

No special information is required to appear on forms.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 6 – ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

A. Establishment of Credit

If a customer whose account has been closed has a credit balance showing, MCI will transfer the credit to another account of the customer, if there is one, or will mail a check for the balance to the customer if it believes it has a valid address. If MCI is not certain that it has a valid address, it will include a notice with the final invoice, which will be mailed to the customer's last known address, asking the customer to verify the address so that it can make a refund, or it will write to the customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed.. If the final invoice or the notification letter is returned by the post office as undeliverable, or if no response is received within thirty days of mailing, MCI will begin applying a closed account maintenance charge of \$2.50 per month in the second monthly billing period following the month in which the account was closed, and will continue to apply that charge until the customer requests a refund or the balance is exhausted.

B. Re-establishment of Credit

A subscriber whose service has been discontinued for non-payment of bills will be required to pay any unpaid balance due the caller for the premises for which service is to be restored and may be required to pay a reconnection charge, if applicable, to re-establish credit by making a deposit as prescribed in Rule No. 7, before service is restored.

RULE NO. 7 – ADVANCE PAYMENTS, DEPOSITS AND GUARANTORS

Advance Payments

At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service charges and/or the service connection charges which may be applicable. The amount of the first month's services is credited to the Customer's account on the first bill rendered.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 7 – ADVANCE PAYMENTS, DEPOSITS AND GUARANTORS (Cont'd)

Deposits

Applicants for service or existing customers whose financial condition is not acceptable to MCI, or is not a matter of general knowledge, may be required at any time to provide MCI a security deposit. For residential customers the deposit will be in cash or the equivalent of cash, and/or up to two months' estimated charges based upon MCI's experience with residential customers whose service has been discontinued for non-payment of their first three MCI invoices. For other customers, the deposit requested will be in cash or the equivalent of cash, up to an amount equal to the applicable installation charges, if any, and/or up to two month's actual or estimated usage charges for service to be provided. Any applicant or customer may also be required, at any time, whether before or after the commencement of service, to provide such other assurances of, or security for, the payment of MCI's charges for its services as MCI may deem necessary, including, without limitation, advance payments for service, third party guarantees of payment, pledges or other grants of security interests in the customers' assets, and similar arrangements.¹ MCI may also establish toll usage limits for applicants for service or existing customers whose financial condition cannot be verified or is otherwise unacceptable to MCI. Any required deposit or toll usage limits may be increased or decreased by MCI as it deems appropriate in the light of changing conditions. In addition, MCI shall be entitled to require such an applicant or customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. In case of a cash deposit, simple interest at the rate of seven percent (7%) annually will be paid for the period during which the deposit is held by MCI, unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the MCI service in question is provided. At MCI's option, such deposit may be refunded to the customer's account at any time. Also, MCI reserves the right to cease accepting and processing service orders after it has requested a security deposit and prior to the customer's compliance with this request. Failure to provide a social security number shall not be cause for requiring a deposit.

Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year.

Carriers shall refund deposit amounts associated with basic service, with interest, after one continuous year of timely payments for basic service, and not later than 30 days after basic service is discontinued. Carriers shall refund deposits associated with other services not later than 120 days after service is discontinued.

Guarantors

In lieu of a deposit, the Company may accept written guarantee. The Company will release the guarantor upon the customer's prompt and timely payment of all charges for twelve consecutive billing periods. Payment of a charge is satisfactory if it is received prior to the date the charge becomes delinquent and it is not returned for insufficient funds or closed account. The Company may withhold a guarantee pending the resolution of a dispute with respect to charges secured by such guarantee.

California Tariff No. 8 (Continued on next Sheet)

¹Except in situations where MCI directly seeks a deposit from the customer pursuant to this paragraph, in which case the security deposit provisions of this Tariff control, when billing and collection for Metered Use Service Option A (Execunet) and Option D (Credit Card) is performed on MCI's behalf by a local exchange carrier, the security deposit requirements, and late payment provisions set forth in the local tariff of the local exchange carrier will apply to the customer's MCI service, the former in lieu of the provisions contained in this tariff. In addition, where a Local Exchange Carrier purchases MCI's customer receivables, late payment provisions imposed by the Local Exchange Carrier as set forth in the local tariff of the Local Exchange Carrier will apply to the customer's MCI service, as represented by the purchased receivables.

RULES (Cont'd)

RULE NO. 8 – NOTICES

Any notice the carrier may give to a subscriber supplies with intercity telecommunications service by the carrier may be given orally, unless otherwise provides notice, either deliveries at the address hereinafter described in this rule or properly deposited in any United States Post Office in the territory served by the carrier, postage prepaid, addressed to the subscriber at the subscriber's place of address specified in the subscriber's application for service, or at such address as may subsequently be given by the subscriber to the Company at its local Business Office.

Any notice from any subscriber to the carrier may be given orally, unless otherwise provided by these Rules, to the carrier by the subscriber, or any authorized representations, at the carrier's local Business Office where service is rendered to the subscriber, or by written notice properly addressed and mailed to the carrier.

RULE NO. 9 – PAYMENT OF BILLS

1. Service is provide and billed on the basis of a minimum of at least one month, beginning on the date that billing becomes effective, and continues to be provided until canceled, by the customer, in writing, on not less than 30 day's notice from the date of postmark on the letter of notification.
2. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
3. The customer is responsible for payment of all charges for service furnished to the customer or its joint or authorized users. This responsibility is not changed, by virtue of any use, misuse, or abuse of the customer's service or customer-provided systems, equipment, facilities, or services interconnected to the customer's service, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the customer's employees or other members of the public. Charges for installation, physical or administrative changes, expedites, or for cancellation of orders are payable upon completion. If, because of any such activity a non-MCI carrier or supplier levies additional charges, these charges shall be passed on to the customer. Recurring charges which are fixed in amount and not dependent on usage re are billed in advanced. Usage charges are billed after each usage cycle. For customer's who are eligible for discounts, the rate or volume discount level applicable to a customer for a particular service or services shall be the rate or volume discount level in effect at the end of the monthly billing period applicable to the customer for the particular service or services. If a member of a Friends & Family Calling Circle discontinues his or her MCI service, only those eligible calls which were made while he or she was a Friends & Family member will receive the Friends & Family discount.
4. MCI's bills are payable upon receipt. MCI may invoice low usage customers every other month unless a customer invoiced in such a manner requests monthly billing. When a bill is issued, amounts not paid within 21 days after the date of invoice will be considered past due. If MCI becomes concerned at any time about the ability of a customer to pay its bills, MCI may require that customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.
5. Intentionally left blank.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 9 - PAYMENT OF BILLS (Cont'd)

6. In the event the Company incurs attorney's fees and related expenses in collecting, or attempting to collect, any charges for phone service owed to the Company, the customer will be liable to the Company for the payment of all such fees and expenses reasonable incurred. If the Company hires a collection agency to collect, or attempt to collect, any charges owed the Company, customer will be liable to the Company for an additional payment equal to 35 percent of the charges owed, where permitted by applicable law.
7. In the event payment is made by check and the customer's check is not honored by the institution on which it was drawn, MCI will impose, and the customer will be required to pay, a \$10 fee, in addition to other remedies available under the Tariff.
8. A customer of MCI 800 or 900 Service is responsible for payment for all calls placed to or via the customer's 800 or 900 Service number(s). This responsibility is not changed, by virtue of any use, misuse, or abuse of the customer's service or customer-provided systems, equipment, facilities, or services inter-connected to the customer's 800 or 900 Service, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the customer's employees or other members of the public who dial the customer's 800 or 900 Service number by mistake.
9. The charges set forth in this tariff for channel terminations contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.
10. Promotional and other credits offered by MCI in marketing of its services cannot be assigned, but must be used by the person to whom they were offered and who earned them in strict accordance with the terms of the offer.
11. All charges for services are exclusive of applicable federal, state, and local sales, use, excise, utility and gross receipts taxes, other tax-like charges and tax-related surcharges as provided in this tariff, which customer agrees to pay. The Customer is responsible for the payment of any such charges and surcharges imposed on or based upon the provision, sale or use of services. Taxes based on Company's net income shall be the sole responsibility of the Company. If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's non-recurring charge is specified, those charges will be passed on to the Customer. In the event that the customer provides the Company with a duly authorized exemption certificate, the Company agrees to exempt the customer in accordance with law, effective on the date the exemption certificate is received by the Company.
12. For residential service customers, a late payment charge of 1.5% may be assessed on payments not received within 30 days from the invoice date, where capabilities exist. The late payment charge will be applied to the entire unpaid balance of the customer's monthly invoice including taxes. The late payment charge will not be applied to any disputed portion of the unpaid balance unless the dispute is resolved against the customer. The late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 10 – DISPUTED BILLS

If a customer does not give MCI written notice of a dispute with respect to MCI's charges within three years from the date the invoice was rendered, such invoice shall be deemed to be correct and binding on the customer.

All disputed charges for any telecommunications service are subject to a rebuttable presumption that the charges are unauthorized unless there is (i) a record of affirmative subscriber authorization; (ii) a demonstrated pattern of knowledgeable past use; or (iii) other persuasive evidence of authorization.

RULE NO. 11 – CANCELLATION AND RESTORATION OF SERVICE

A. Cancellation

1. Cancellation of Service by a Customer

- .01 If a customer Cancels his order for service before the service begins, before completion of the minimum period or before completion or some other period mutually agreed upon by the customer and MCI, a charge will be levied upon the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by MCI and not fully reimbursed by installation and monthly charges. If, based on an order by a customer, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the customer.
- .02 If an order for installation is delayed for more than 30 days beyond the due date, and such delay is not requested or caused by the customer, the customer may cancel the order without incurring cancellation charges.

2. Cancellation for Cause by MCI

- .01 MCI may discontinue the furnishing of any and/or all service(s) to a customer, without incurring any liability:
 - .011 Immediately and without notice if MCI deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, MCI may discontinue service pursuant to this sub-section A.2.011 if:
 - .0111 The customer refuses to furnish information to MCI regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
 - .0112 The customer provided false information to MCI regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of MCI service(s); or
 - .0113 The customer states that it will not comply with a request of MCI for security for the payment for service(s) in accordance with Rule No. 7; or

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 11 - CANCELLATION AND RESTORATION OF SERVICE (Cont'd)

A. Cancellation (Cont'd)

2. Cancellation for Cause by MCI (Cont'd)

.01 (Cont'd)

.011 (Cont'd)

.0114 Carriers shall provide notices in writing to subscribers whose payments are overdue not less than 7 calendar days prior to terminating service for nonpayment. Each termination notice shall include all of the following:

- (1) Carrier's name, following the same designation guideline used in Rule 6(b) above.
- (2) The name and address of the subscriber, and the telephone number(s) associated with the delinquent account.
- (3) Information sufficient for the subscriber to identify what service(s) are to be terminated, and the delinquent amount(s). If basic service is to be disconnected, the notice shall state the minimum amount that must be paid to retain basic service.
- (4) The time or date by which payment, or arrangement for payment, must be made to avoid termination.
- (5) A toll-free telephone number to reach a carrier service representative who can provide subscriber assistance.
- (6) The telephone number of the Commission's Consumer Affairs Branch where the subscriber may direct inquiries.

If the notice is sent via text message to the device to be terminated, the terminating carrier will be deemed to have complied with this rule if it provides the information in 9(a)(3) through 9(a)(6).

Rule 9(a) and Rule 11(b) do not apply to termination of non-tariffed service for having reached either: (1) a usage or spending limit, prepaid or otherwise, that was arranged with the subscriber in advance; or (2) the end of a prepaid period of service known to and anticipated by the subscriber in advance.

.0115 The customer either (1) accesses MCI service by dialing 1010222, or any other MCI carrier identification code, or (2) having presubscribed to MCI's Dial "1" Long Distance Service (Option A), has had its account(s) canceled and has been removed from MCI's billing system and is being billed for its subsequent use of MCI's network by the local exchange carrier, and either refuses to pay when billed for MCI service(s) or indicates to MCI or its billing entity that it will not pay for MCI services(s) used by it; or

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 11 - CANCELLATION AND RESTORATION OF SERVICE (Cont'd)

A. Cancellation (Cont'd)

2. Cancellation for Cause by MCI (Cont'd)

.01 (Cont'd)

.011 (Cont'd)

- .0116 A subscriber to Metered Use Service Option A (Execunet) who accesses the service by use of an authorization code has not used the service, with the exception of calls to Directory Assistance, for 90 days. In such case, MCI will deactivate his or her code to reduce the danger of abusive use. If he or she wishes to renew usage of the service, e.g. upon returning from a vacation, MCI will promptly supply a new code. This provision does not apply to customers of MCI Dial "1" Long Distance Service in central offices where equal exchange access is available; or
- .0117 Upon written notice to the customer's billing address or actual notice to the customer who is a subscriber to Metered Use Service Option D (Credit Card) who has not used the service (with the exception of calls to Directory Assistance) for 180 days. In such case, MCI will deactivate his or her card to reduce the danger of abusive use. If he or she wishes to renew usage of the service (e.g., upon returning from a vacation), MCI will promptly supply a new card.
- .0118 The customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
- .0119 The customer uses, or attempts to use, service with the intent to avoid payment, either in whole or in part, of the tariffed charges for the service by:
 - .01191 Using or attempting to use the service by rearranging, tampering with, or making connections to MCI's service not authorized by this tariff; or
 - .01192 Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - .01193 Any other fraudulent means or devices; or
- .01110 The customer uses service to entice callers to dial certain numbers and thereby incur intrastate toll charges without informing them that such charges will be incurred.
- .01111 The customer previously was provided with notice of noncompliance under Section A.2.014, took corrective action within the requisite seven (7) day period, but thereafter engages in the same non-compliant activity.
- .01112 The customer acts, or fails to act, in a manner that hinders or frustrates any investigation by MCI or others possessing legal authority to investigate the customer's compliance with this tariff or with its other legal obligations.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 11 – CANCELLATION AND RESTORATION OF SERVICE (Cont'd)

A. Cancellation (Cont'd)

2. Cancellation for Cause by MCI (Cont'd)

.01 (Cont'd)

- .012 Immediately upon written notice to the customer of any sum thirty (30) days past due; or
- .013 Immediately upon written notice to the customer, after failure of the customer to comply with a request by MCI for security for the payment of service in accordance with Rule No.7; or
- .014 Seven (7) days after sending the customer written notice of noncompliance with any other provision of this tariff if the noncompliance is not corrected within that seven (7) day period.
- .015 After sending the customer written notice of the customer's failure to fulfill a contractual commitment to pay for tariffed services previously furnished to the customer.
- .016 Notwithstanding Section A.2.014, if MCI determines that an 800 Service for which MCI is the carrier is being used in violation of Rule No. 21, Section 7.04, or Rule No. 11, Section A.2.01110, MCI will immediately terminate the service. Simultaneously, MCI will notify the Customer by certified mail of the action it has taken and the reasons therefore.

Absent a showing by the Customer that Rule No. 21, Section 7.04, or Rule No. 11, Section A.2.01110 have not been violated, MCI will retain control for six months of all 800 numbers disconnected for violation of these sections. During the six-month period, MCI will refuse to transfer the number to any other Customer, will refuse to reconnect the number for the previous Customer except upon direction from the FCC or a court; will refuse to honor transfer of service arrangements between the disconnected Customer and any third party; and will refuse to honor any change of Resp Org forms from the disconnected Customer.

If the FCC or a court directs MCI to return the number to the control of the disconnected Customer, or if MCI determines that the referenced tariff sections have not been violated, MCI will reestablish service without charge to the Customer. MCI will also insure that the Customer does not incur underutilization or other tariffed charges by reason of a disconnection by MCI that is overruled by the FCC or the courts, or if MCI determines that the referenced tariff sections have not been violated.

At the end of the six-month period, assuming that there is no outstanding challenge to the disconnection, MCI will return control of the 800 number to the NASC to be made available on a first-come, first-service basis pursuant to existing industry practices.

The discontinuance of service(s) by MCI pursuant to this Section does not relieve the customer of any obligation to pay MCI for charges due and owing for service(s) furnished up to the time of discontinuance. In the event MCI Cancels the customer's service for cause, and the customer is committed to a term or other plan for which charges apply in the event of customer termination for convenience, MCI will charge, and the customer will be obliged to pay, as though it had terminated its service for its own convenience.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 11 – CANCELLATION AND RESTORATION OF SERVICE (Cont'd)

B. Restoration of Service

The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

RULE NO. 12 – OPTIONAL RATES AND INFORMATION TO BE PROVIDED TO THE PUBLIC

The rates to be charges by and paid to, the carrier for intercity telecommunications service will be the rates legally in effect and on file with the Public Utilities Commission of the State of California. Schedule of rates for service in effect in a particular territory will be kept at all times at a point within that territory where they will be available for public inspection during regular business office hours. A notice, indicating the point at which such schedules are available, will be posted in a conspicuous piece in each of the carrier=s offices where patrons receive attention.

In the event of the adoption by the carrier of new or optional schedules of rates, the carrier will advise those of its subscribers who may be affected that such new or optional rates are effective.

In the event a subscriber desires services under a schedule other than that applicable to his present service, the rates for the new service will be applied on the effective date of change.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 13 – TEMPORARY PROMOTIONAL SERVICE

From time to time MCI may provide certain special temporary promotional offerings to its customers. These offerings may be limited to certain dates, times, and locations.

1. Small Business PIC Change Promotion

From time to time, MCI will offer as an inducement to new and/or existing commercial customers who subscribe and use new or additional MCI service in response to media advertising, direct mail materials, telemarketing promotions and/or personal sales presentations, one of the following: a) reimbursement of the amount charged by the Local Exchange Carrier (LEC) to switch the new customer from his or her previous interexchange carrier (IXC) to MCI; b) up to \$6.50 reimbursement of the amount charged by the LEC to switch the new customer from his or her previous IXC to MCI; c) \$5.00 per line, up to 100 lines, reimbursement of the amount charged by the LEC to switch the new customer from his or her previous IXC to MCI. This reimbursement will be in the form of an invoice credit. In addition, if a LEC assesses such a charge directly to MCI on behalf of a LEC customer who requests to have his or her IXC switched to MCI, then MCI will pay the amount charged directly to the LEC on the customer's behalf.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 14 - ALLOWANCE FOR INTERRUPTIONS OF SERVICE

1. Credit allowances for interruptions of service which are not due to MCI's testing and adjusting, negligence of the customer, or the failure of channels, equipment and/or communications systems provided by the customer, are subject to the general liability provisions set forth in Rule No. 20. When the service provided by MCI is interrupted for a period of two consecutive hours or more, credit is allowed for that portion of the service which is affected, in accordance with the following formula:

$$\text{Credit} = \frac{T \text{ times } C}{24}$$

"T" is outage time in hours

"C" is total daily charge for the affected facility

2. For the purpose of determining the amount of allowance, every month is considered to have 30 days. Only those segments of service actually affected by the interruption shall be considered in determining the amount of allowance.
3. The length of an interruption shall be measured from the time the customer notifies MCI of the interruption, or from the time a major outage is known to MCI.
4. The term "service" means the circuits or equipment provided by MCI, and/or a participating carrier.
5. MCI will, at a customer's request and expense, attempt to make arrangements for redundancy on the customer's service.

RULE NO. 15 – EQUIPMENT

15.1 Customer Obligations

- 15.1.1 The Customer shall assume all responsibility for obtaining all necessary permits, authorization or consents for interconnecting Customer-provided equipment or facilities with the Company's services or facilities as well as ensuring that the Customer-provided equipment or facilities are properly interfaced with the Company's services or equipment.
- 15.1.2 Access to and release of Company provided facilities located on the Customer's premises for testing and repair will be required for failures of equipment or service and/or routing maintenance. The Company will notify the Customer in advance of such necessary access or release and will attempt to schedule the access or release at a mutually convenient time. For charges contemplated in the tariff, such testing and repair and/or routine maintenance will be performed during regular business hours. When, at the specific request of the Customer, such routine maintenance, testing and/or repair is performed outside of regular business hours, additional special service charges may apply.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 15 – EQUIPMENT (Cont'd)

15.1 Customer Obligations (Cont'd)

- 15.1.3 The Customer shall operate its equipment and facilities in such a manner that its use of the Company's facilities shall not interfere with any other Customer's use of the Company's services or equipment.
- 15.1.4 The Customer shall provide adequate space, electrical power, wiring, HVAC and electrical outlets necessary for the proper operation of the Company's equipment on the Customer's and/or authorized user's premises.
- 15.1.5 The Customer shall be responsible for all loss regardless of cause (other than directly resulting from an act or omission of the Company) to the Company's equipment on the Customer's or its authorized user's premises.
- 15.1.6 The Customer is responsible for ensuring that, except for Customer authorized and qualified personnel, no one attempt to adjust, modify, move or otherwise interfere in any way with the continuous operation of the Company's equipment located at the Customer's or authorized user premises.
- 15.1.7 The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company to protect the integrity of service or for safety reasons.
- 15.1.8 The Customer shall be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for the following:
 - .1 the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
 - .2 the reception of signals by Customer-provided equipment; or
 - .3 network control signalling where such signalling is performed by Customer-provided network control signalling equipment.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 16 - TERMINAL EQUIPMENT ON CUSTOMER PREMISE

1. Terminal equipment, such as teleprinters, handsets or data sets at the premises of the customer and connecting local channels between such premises and MCI terminal, shall be furnished by and maintained at the expense of the customer, except as otherwise provided.
2. The characteristics of equipment at either end of the channel shall be such that its connection to the channel complies with the minimum protection criteria set forth below, and does not interfere with services furnished to either customers. Additional protective equipment, where required, shall be at the customer's expense.
3. When services using Bell voice grade facilities are terminated in customer-provided terminal equipment, channel, derivation devices, or communication systems, the customer shall comply the minimum protective criteria set forth below:
 - .01 When the facilities furnished under this tariff are used in common with Bell Systems services, it is necessary in order to prevent excessive noise and crosstalk that the power of the signal applied to Bell lines be limited. A single valued limit for all applications cannot be specified. Therefore, the power of the signal in the band above 300 Hertz which may be applied by the customer-provided equipment at the point of termination will be specified by MCI for each applications network.
 - .02 To protect the telecommunications services from interferences at frequencies which are about the band of services provided, MCI will specify the acceptable signal power in the following bands to be applied by the customer-provided equipment or communications systems at the point of termination will be specified by MCI for each application, to be consistent with the signal power allowed on the telecommunications network.
 - the power in the band from 3,995 hertz to 4,005 hertz shall be at least 18 or below the power of the signal as specified in No. 3.01 preceding.
 - the power in the band from 4,000 hertz to 10, 000 hertz shall not exceed 16 or below one milliwatt.
 - the power in the band from 10,00 hertz to 25,000 hertz shall not exceed 24 or below one milliwatt.
 - the power in the band from 25,000 hertz to 40,000 hertz shall not exceed 36 or below one milliwatt.
 - the power in the band above 40,000 hertz shall not exceed 30 or below one milliwatt.
 - .03 Where there is connection via customer-provided terminal equipment or communications system to a message Telecommunications Services or a WATS service to prevent the interruption or disconnection of all calls, or interference with network control signaling, it is necessary that the signal applied by the customer-provided equipment to the interface at no time has energy solely in the 2450 to 2750 hertz band. If signal power is in the 2450 to 2750 hertz band, it must not exceed the power present at the same time in the 800 to 2450 hertz band.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 16 - TERMINAL EQUIPMENT ON CUSTOMER PREMISE (Cont'd)

3. (Cont'd)

.04 Where such customer-provided equipment or communications system applies signals having components in the frequency spectrum below 300 hertz, excluding ringing signals, the currents and voltage (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in .041 through .044 following:

.041 The maximum res (root-mean-square) value, including dc and ac components, of the current per conductor will not exceed 0.35 aspere.

.042 The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.

.043 The conductor voltage shall be such that the conductor to ground voltage limit in .042 preceding is not exceeded. If the signal source is not grounds, the voltage limit .02 preceding applies to the conductor to conductor voltage.

.044 The total weighted ras voltage within the band from 50 hertz to 300 hertz shall not exceed 100 volts. The total weighted ras voltage is the square root of the sum of the products times the square of the ras voltage of the individual frequency components. The weighting factors are as indicated:

for frequency between	weighting factor
50 hertz and 100 hertz	$f^2/104$
100 hertz and 300 hertz	$f^{3.3}/106.6$

where f is the numerical value, in hertz of the frequency component being weighted.

4. The customer is responsible for all costs, which may include the expenses of customer personnel, electrical power, etc. at his premises in the provision of the services described herein.
5. The customer agrees to operate MCI-provided equipment in accordance with instruction of MCI or MCI's agent. Failure to do so will void MCI's liability for interruption of service and may make the customer responsible for damage to equipment pursuant to No. 6 below.
6. The customer agrees to return to MCI all MCI-provided equipment delivered to customer with five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to customer, normal wear and tear only excepted. Customer shall reimburse MCI, upon demand for any costs incurred by MCI due to customer's failure to comply with this provision.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 17 - INSPECTING, TESTING AND ADJUSTING

1. Inspection

MCI may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation or maintenance of equipment of the customer or MCI. MCI may interrupt the service at any time, without penalty to MCI, because of departure from any of these requirements.

2. Testing and Adjusting

Upon reasonable notice, the channels provided by MCI shall be made available to MCI for such tests and adjustments as may be necessary to maintain there in satisfactory condition; no interruption allowances will be granted for the time during which such tests and adjustments are made.

RULE NO. 18 – SUPPLY TO SEPARATE PREMISES AND RESALE

A. Supply to Separate Previous - Interconnection with Other Carriers

Services furnished by MCI may be connected with services of facilities of another participating carrier. Such interconnection may be made at an MCI Terminal or entrance site, at a terminal of another participating carrier, or at the premises of a customer, joint user, or authorized user. Service furnished by MCI is not part of a joint undertaking with such other carriers.

Any special interfaces equipment or facilities necessary to achieve compatability between the facilities of MCI and other participating carriers shall be provided at the customer's expense. Upon customer request and acting as his authorized agent, MCI will attempt to make the necessary arrangements for such interconnection.

Service furnished by MCI may be connected with the facilities or services of other participating carriers under the terms and conditions of the other participating carriers' tariffs applicable to such connections.

Intercarrier connection is offered between MCI and the following carriers, in accordance with the indicated tariffs. If no tariff is referenced, MCI maintains a contractual arrangements with that company.

Carrier	Tariff
American Telephone a Telegraph Co	FCC Tariff #259, 260
General Telephone Co. of California	
Pacific Telephone and Telegraph Co.	FCC Tariff #126

B. Special Customer Arrangements

In cases where a customer requests arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special services not offered under this tariff, MCI, at its option, will provide the requested services. Appropriate recurring and/or non-recurring charges will be developed accordingly.

C. Resale

Service furnished by MCI may be arranged for use by other common carriers for the purposes of resale, subject to the following: Such other Common Carriers will be responsible for all interaction and interface with their own subscribers or customers.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 19 - LIABILITY FOR TARIFFED SERVICES

1. With respect to services set forth in this tariff, except for granting credit allowances for interruptions of service as provided for in Rule No. 14 and other sections of this tariff, MCI shall not be liable for any failure of performance due to causes beyond its control, including, but not limited to, acts of God, fires, floods or other catastrophes; national emergencies, insurrections, riots or wars; strikes, lockouts, work stoppages or other labor difficulties; and any law, order, regulation or other action of any governing authority or agency thereof.
2. MCI's liability for willful misconduct, if established as a result of judicial or administrative proceedings, 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 ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any service or facilities offered under this tariff, and subject to the provisions of Rule No. 20, 3 to 7 following, MCI's liability, if any, shall be limited as following:

.01 Intentionally left blank.

.02 With respect to any service provided by MCI which involves dedicated access, shared interexchange transmission, and shared termination, MCI's liability shall not exceed an amount equal to the proportionate monthly recurring charges - including any service charges, minimum monthly charges, basic feature package charges, monthly charges for optional feature, charges for dedicated access facilities and any other monthly charges - for the period during which the service was affected, or, if only a transmission using the shared interexchange facilities is interrupted, an amount equal to the charge applicable to a one minute call to the called station at the time the affected call was made.

.03 With respect to any inbound service provided by MCI which involves shared access, shared interexchange transmission, and/or shared termination. MCI's liability shall not exceed an amount equal to the proportionate monthly recurring charges -including any monthly fee for any option associated with the service, charges for dedicated termination facilities, and any other monthly charges -for the period during which the service was affected, or, if only a transmission using the shared interexchange facilities is interrupted, an amount equal to the charges applicable to a one minute call to the customer's station at the time, and over the range, of the affected call, taking account of the form of service and type of termination the customer had selected. MCI shall not be liable at all for the use, misuse, or abuse of a customer's 800 Service by third parties, including, without limitation, the customer's employees or members of the public who dial the customer's 800 number by mistake.

.04 With respect to any service provided by MCI which involves dedicated access, shared interexchange transmission, and dedicated termination, MCI's liability shall not exceed an amount equal to the charge applicable to a one minute call to the called station at the time the affected call was made.

.05 With respect to any service provided by MCI which involves shared access, shared interexchange transmission, and shared termination, MCI's liability shall not exceed an amount equal to the charge applicable to a one minute call to the called station at the time the affected call was made.

The liability provided for above, shall, in each case, be in addition to any amount that may otherwise be due the customer under this tariff as a credit allowance for the interruption of service.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 19 - LIABILITY FOR TARIFFED SERVICES (Cont'd)

3. MCI shall be indemnified, defended, and held harmless by the customer or others authorized to use the service against all claims of loss or damage arising from the use of service furnished under this tariff, including:
 - .01 claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information, or other content transmitted via MCI service; and
 - .02 patent infringement claims arising from combining or connecting MCI service with apparatus and systems furnished by the customer or others; and
 - .03 all other claims arising out of any act or omission of the customer or others, including those relating to Rule No. 20, 7, following, in connection with any service provided by MCI.
4. MCI shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of customer-provided systems, equipment, facilities or services which are interconnected with MCI services.
5. MCI does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer and user shall indemnify and hold MCI harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of service furnished by MCI at such locations.
6. MCI is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of service, or the attachment to service by MCI of instruments, apparatus and associated wiring on such customer's premises or from the installation or removal thereof, when such defacement or damage is not the result of MCI negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of MCI.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 19 - LIABILITY FOR TARIFFED SERVICES (Cont'd)

7. MCI shall not be liable for the customer's failure to fulfill its obligation to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the customer, or any third party acting as its agent, to the MCI network. The customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with MCI service, that the signals emitted into MCI's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the customer and in compliance with the criteria set forth in Rule 16, preceding, and that the signals do not damage MCI equipment, injure its personnel or degrade service to other customers. If the customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to MCI equipment, personnel, or the quality of service to other customers, MCI may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, MCI may, upon written notice, terminate the customer's service without liability.

RULE NO. 20 – USE OF SERVICE

1. The services offered herein may not be used for the unauthorized provision of Message Telecommunications Service or Wide Area Telecommunications Service equivalents. Service furnished by MCI may be used for one or more of the following:
 - .01 for the transmission of communications by the customer.
 - .02 for the transmission of communications to or from an authorized user or joint user.
 - .03 for the transmission of communications to or from a customer of another common carrier, which has subscriber to MCI's communications services for purposes of resale.
2. Service furnished by MCI may be arranged for joint use or authorized use. The joint user or authorized user shall be permitted to use such service in the same manner as the customer, but subject to the following:
 - .01 One joint user or authorized user must be designated as the customer. The designated customer does not necessarily have to have communications requirements of his own. The customer must specifically name all joint users or authorized users in the Application for Service. Orders which involve the start, rearrangement or discontinuance of joint use or authorized use service will be accepted by MCI only from that customer and will be subject to all regulations of this tariff.
 - .02 All charges for the service will be computed as if the service were to be billed to one customer. The joint user or authorized user which has been designated as the customer will be billed for all components of the service and will be responsible for all payments to the company. In the event that the designated customer fails to pay the company, each joint user or authorized user shall be liable to the company for all charges incurred as a result of its use of MCI's Service. Each joint or authorized user must submit to the designated customer a letter accepting contingent liability for its portion of all charges billed by the company to the designated customer. This letter must also specify that the joint or authorized user understands that the company will receive a copy of the guaranty from the designated customer. Unless Supportive Services are provided, the customer shall be responsible for allocating charges to each joint user or authorized user.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 20 – USE OF SERVICE (Cont'd)

3. Service furnished by MCI may be arranged for use by other common carriers for the purpose of resale subject to the following:
 - .01 Other Common Carriers will be responsible for charges, cost, etc. incurred by MCI with respect to Supportive Services.
 - .02 Other Common Carriers will be responsible for all interaction and interface with their own subscribers or customers.
4. Service furnished by MCI shall not be used:
 - .01 For any unlawful purpose.
 - .02 For any purpose for which any payment or other compensation is received by the customer, except when the customer is an entity which holds itself out as being a communications common carrier. This provision does not prohibit an agreement between the customer, authorized user or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 21 – TAXES AND SURCHARGE

1. Pursuant to Resolution T-16901, all telecommunication carriers are required to apply California Public Utility Commission ("CPUC") mandated Public Program surcharge rates (excluding: a) Universal Lifeline Telephone Service ("ULTS") billings; b) charges to other certificated carriers for services that are to be resold; c) coin sent paid telephone calls (coin in box) and debit card calls; d) customer-specific contracts effective before 9/15/94; e) usage charges for coin-operated pay telephones; f) directory advertising; and g) one-way radio paging) and the CPUC Reimbursement Fee rate (excluding: a) directory advertising and sales; b) terminal equipment sales; and c) inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell d/b/a AT&T California tariffs.
2. California Teleconnect Fund ("CTF")
Per the California Public Utility Commission Resolution No. T-16742, and subsequent rulings, all telecommunications carriers are to provide a 50% discount to all qualifying entities of School Libraries, Municipal or County Government Owned and Operated Hospital and Health Clinics, and Community Based Organizations for the following services: all measured business service lines, switched 56 lines, ISDN, T-1, DS-3 and OC levels up to and including OC 192 services or their functional equivalents upon receiving an accepted application from the qualifying entity.
3. **Universal Lifeline Telephone Service ("ULTS") program** surcharge. For a list of surcharges and the amounts, refer to the AT&T (d/b/a SBC California) tariffs.
4. California Public Utilities Commission Reimbursement Fee: For a list of surcharges and the amounts, refer to the AT&T (d/b/a SBC California) tariffs.
5. Deaf and Disabled Telecommunication Program (DDTP) surcharge. For a list of surcharges and the amounts, refer to the AT&T (d/b/a SBC California) tariffs.
6. CHCF-B surcharge rate. For a list of surcharges and the amounts, refer to the AT&T (d/b/a SBC California) tariffs.
7. CHCF-A surcharge. For a list of surcharges and the amounts, refer to the AT&T (d/b/a SBC California) tariffs.
8. Municipal Utility Users Tax
When any municipality or political entity imposes any fees or taxes based on the receipts of the company, these shall be added pro rata, when practical, to the rates for telecommunications services set forth in this tariff in an amount sufficient to recover such fees or taxes from those customers residing in such municipalities or political entities.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 22 - RELEASE OF INFORMATION

The Company will not release non-published information such as; customer name, address, and telephone numbers, which are designated as non-published information by a local exchange telephone company, and provided to the Company by such local exchange telephone company. This information, as well as call-forwarding information from such unlisted telephone numbers, shall only be released by the Company in response to legal process or to certain authorized governmental agencies provided the requesting agency complies with the rules and regulations set forth by the California Public Utilities Commission Decision Nos. 92860 and 93361.

RULE NO. 23 – BACKBILLING PROCEDURE

A bill shall not include any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill. The following are exceptions are:

- A) A five month back billing period will apply to:
- 1) collect calls
 - 2) credit card calls
 - 3) third party calls
 - 4) "error file" calls (calls which can not be billed due to the unavailability of complete billing information to the IEC).
- B) Back billing for a period of one and one-half (1-1/2) years will be permitted in cases involving toll fraud.

RULE NO. 24 – INTERCONNECTION

- 24.1 When the services or equipment of the Company are interconnected with and/or terminated in any service and/or equipment of another communications common carrier, the Customer shall comply with any applicable tariff regulations of and/or contractual obligations it has to the other communications common carrier.
- 24.2 The Company shall be appointed agent of the Customer to arrange interconnection from the Company's point of presence (POP) to the Customer's facilities unless otherwise specified. The Customer shall be responsible for payment of local access line charges for such interconnections secured on its behalf. The rates charged for local access service are subject to change by the local telephone company or other third parties utilized by the Company in arranging local access service. The Customer acknowledges that the Company may rely on the telephone companies for installation and testing of local access lines. The Company is not liable for untimely installation, facilities not operating or equipment that is not provided by the Company.
- 24.3 Interconnection of the Company's services or equipment with the services of other communications common carriers is permitted as well as Customer provided communications facilities so long as the facilities and services provided by others do not interfere with the proper functioning of the facilities and services provided by the Company.

RULE NO. 25 – TIMING OF CALLS

Billable time for service is the duration of time between the called station answering and the called or calling station disconnecting, provided duration may be rounded in accordance with specific descriptions in this tariff.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 26 - DETERMINATION AND RENDERING OF CHARGES

- 26.1 For the purpose of billing, service will be deemed to be started on the day the service and its associated equipment, if any, is installed. Where billing is based upon Customer usage, Customers will be billed for all usage commencing on the date usage begins.
- 26.2 Subject to the Company's right to cancel or suspend services as otherwise provided in this tariff, the minimum service period for services is 30 days, however customers may disconnect the service within the first 30 days without penalty. Termination by Customer is effective 30 days after receipt by the Company of a written notice of cancellation. Termination by the Company is effective 30 days after delivery of written notice or as otherwise set forth in this tariff or other agreement of the Customer and the Company.
- 26.3 In situations where a Special Service is requested, the minimum service period and charges will be determined on a case-by-case basis.
- 26.4 All monthly recurring charges are billed one month in advance. Initial and final month's billing, when the service period is less than a month, will be prorated at 1/30th of the month's recurring charge for each day the service was rendered or equipment was provided.
- 26.5 Usage charges are billed monthly for the preceding billing period. For periods less than the monthly billing period, minimum usage charges are prorated at 1/30th of the monthly minimum amount for each day the service was rendered.
- 26.6 The duration of a call is rated in intervals of the billing increments described for each service provided in this tariff. If the final interval of a call is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing.
- 26.7 Computed usage charges or credits for each call are rounded to the nearest cent.
- 26.8 The applicable usage rates for the billing of a distance sensitive call will depend on the distance in airline mileage between the originating and terminating points of the call. For the purpose of determining the airline mileage of a call, the Company will utilize the vertical ("V") and horizontal ("H") coordinates of the rate centers of the originating and terminating points of the call. For purposes of billing, the Company references "V" and "H" coordinates provided by Bell Communications Research.

Calls originated by dialing a local exchange number or a 950-type number using an authorization code, the originating point will be the rate center in which the shared access facilities are located. For calls originated via equal access connections, WATS access lines or dedicated access lines, the originating point will be the rate center in which the Customer is located. The terminating point will be determined by the rate center of the called number.

The airline mileage of a call is calculated as follows:

Formula: square root of:
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

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California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 26 - DETERMINATION AND RENDERING OF CHARGES (Cont'd)

- 26.9 Rate periods apply, unless noted otherwise, as indicated below and are based on the time in which a call is established. In cases where a call begins in one rate period and continues into another, the rate in effect in each period will apply to the portion of the call occurring within the applicable rate period.

Day rates apply from 8 a.m. to, but not including, 5 p.m. Monday through Friday.

Evening rates apply from 5 p.m. to, but not including, 11 p.m. Sunday through Friday.

Night rates apply from 11 p.m. to, but not including, 8 a.m. seven days a week.

Weekend rates apply from 8 a.m. to, but not including, 11 p.m. Saturday and from 8 a.m. to, but not including, 5 p.m. on Sunday.

On holidays, evening rates apply throughout the day on which the holiday is observed unless a lower rate would normally apply.

Peak rates apply from 8:00 a.m. to, but not including, 5:00 p.m. Monday through Friday.

Off-Peak rates apply from 5:00 p.m. to, but not including 8:00 a.m. Monday through Friday; all day Saturday and Sunday.

- 26.10 The operator services of the Company are furnished to the authorized users of the telecommunication station of privately owned telephone station (pay station) providers, hotels, motels, hospitals, airports, colleges, universities and other subscribers. The Company enters into arrangements with said subscribers to provide telecommunications services, including the intrastate services offered under the terms and conditions of this tariff. In some cases, these arrangements provide for the assessment by the subscriber of location surcharges, in the amount and form determined by the subscriber, and the subscriber is responsible for proper notification thereof to the authorized users of its telecommunication facilities and service charges thereof. Such surcharges are not included in the charges set forth in this tariff.

California Tariff No. 8 (Continued on next Sheet)

RULES (Cont'd)

RULE NO. 27 – UNAUTHORIZED USAGE

27.1 Any person or entity that accesses the Company's facilities without first:

1. Obtaining authorization by way of a presubscription agreement;
2. having been issued an authorization code by the Company; or
3. dialing the Company's Feature Group D (FGD) access code or utilizing a phone that is presubscribed to the Company.

is subject to:

1. a \$3,000 per line set-up fee;
2. a \$2,750 per day, per line surcharge in addition to the otherwise applicable rates;
3. a \$200 per hour labor charge;
4. \$.20 per attempt to obtain an authorization code fraudulently;
5. \$85.00 per authorization code obtained fraudulently;
6. \$.55 per minute for all completed calls made through the use of a fraudulently obtained authorization code;
7. any applicable Local Exchange charges for investigation, including, but not limited to, trap and trace equipment and fees and Dialed Number Recorder (DNR) equipment and fees; and
8. payment of attorney fees and court costs actually incurred by the Company for the collection of the line set-up fee, per day/per line surcharge, applicable rates and per hour labor charge itemized above.

27.2 Any person or entity dialing automated calling card calls (dialing 0+ NPA + NXX-XXXX and entering a calling card number after the tone) that accesses the Company's network and completes less than 5% of those calls is subject to the charges outlined in Rule 21 (above). For purposes of this Rule, calls that are not answered, reach a busy signal or are otherwise unbillable will not be considered as completed calls.

California Tariff No. 8 (Continued on next Sheet)
