

**Regulations and Rates**  
**of**  
**Southern California Edison Company**

This tariff includes the rates, charges, terms and conditions of service for the provision of interstate communications access services by Southern California Edison Company between locations in the United States.

Service is provided by any means of wire, terrestrial communications systems, satellite, microwave, and other transmission systems, or any combination thereof.

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**ISSUED BY:**  
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**Rosemead, CA 91770**

**CHECK SHEET**

The Title Page and Pages of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

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**ISSUING CARRIERS**

**Southern California Edison Company**

**OTHER CARRIERS**

**None**

**CONCURRING CARRIERS**

**None**

**CONNECTING CARRIERS**

**None**

**OTHER PARTICIPATING CARRIERS**

**None**

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**EXPLANATION OF SYMBOLS AND ABBREVIATIONS**

**ABBREVIATIONS**

- ASR – Access Service Request.
- DLR – Design Layout Record.
- DS0 – Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 56 or 64 Kbps.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS, (cont'd.)

**ABBREVIATIONS**, (cont'd.)

- DS1 – Digital Signal Level 1; a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade or 24 DS0 services.
- DS3 – Digital Signal Level 3; a dedicated, high capacity channel with a line speed of 44.736 Mbps.
- FOC – Firm Order Confirmation.
- Gbps – Gigabits per second; billions of bits per second.
- ICB – Individual Case Basis.
- Kbps – Kilobits per second; 1000s of bits per second.
- LATA – Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which certain Local Exchange Companies provide communications services.

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**EXPLANATION OF SYMBOLS AND ABBREVIATIONS, (cont'd.)**

**ABBREVIATIONS, (cont'd.)**

- LEC – Local Exchange Company.
- Mbps – Megabits per second; millions of bits per second.
- N/A – Not Available.
- OC-3 – A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.
- OC-3C – A concatenated OC-3, i.e., a single high capacity channel with a SONET rate of 155.52 Mbps.
- OC-12 – A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
- OC-12C – A concatenated OC-12, i.e., a single high capacity channel with a SONET rate of 622.08 Mbps.
- OC-48 – A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.488 Gbps.
- POP – Point of Presence.
- SCE – Southern California Edison Company (the Issuing Carrier).

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**SECTION 1. DEFINITIONS**

The following definitions are applicable to this published price list:

**Acceptance** - Occurrence of an event constituting acceptance by Customer of a Circuit provided to Customer under a Customer Agreement.

**Access Service Request (ASR)** – The order form to request Dedicated Access Services from the Company.

**Billing Period** - A calendar month for which charges are incurred under a Customer Agreement.

**Capacity Term** - The term for which Dedicated Capacity is ordered by the Customer, as specified in a Customer Agreement.

**Carrier** – An entity that provides telecommunications services to the public for hire.

**Central Office** - A common carrier switching center in which trunks and loops are terminated and switched.

**Channel** – A communications path between two or more points of termination.

**Circuit** - The individual telecommunications facility included as part of the Service.

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**SECTION 1. DEFINITIONS, (cont'd.)**

**Collocation** – Carrier facilities and/or equipment located in another carrier's facility.

**Communications System** – Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

**Company** – Used throughout this published price list to refer to Southern California Edison Company and the issuing and concurring carriers unless otherwise clearly indicated by the context.

**Construction Completion Date** - The date agreed to by the parties to a Customer Agreement on which construction of requested New Network Facilities is to be completed and ready for Customer testing.

**CPUC** - The California Public Utilities Commission.

**Customer** – Any person, firm, partnership, corporation or other entity that uses service under the terms and conditions of this published price list and is responsible for the payment of charges.

**Customer Agreement** – The mutual agreement between the Company and the Customer for the provision of the Company's service.

**Customer Designated Premises** – The Premises specified by the Customer for termination of the Service.

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**SECTION 1. DEFINITIONS, (cont'd.)**

**Dark Fiber** –Dark Fiber is deployed fiber that connects two points within the Company’s network, but that has not been activated through connection to the electronics that “light” that fiber, thereby rendering it capable of carrying telecommunications services.

**Dedicated Capacity** - A Circuit or other unit of capacity of the service that has been provided to the Customer by the Company subject to the terms of a Customer Agreement, during the Capacity Term applicable to that capacity.

**Dedicated Access or Dedicated Transport** – A method for a Customer to connect two locations of their choice with dedicated (non-switched) telecommunications services.

**Demarcation Points** – The point at which the Company’s responsibility to provide facilities and service ends and where Customer’s or Customer’s End-User responsibilities begin, identified as the interface between the Company and Customer at Customer’s POP, the Central Office, a long-distance carrier’s POP or End-User sites on the ASR, as defined in Part 68 of the FCC’s Rules and Regulations.

**Design Layout Record (DLR)** – A description of the engineering assignments for the Demarcation Points.

**Emergency Maintenance** - Maintenance that, if not accomplished promptly by the Company, could result in a serious degradation or loss of service to Customer or the End User.

**End User** – A user to whom the Customer will provide telecommunications services utilizing, in part, the services provided by the Company to the Customer under a Customer Agreement.

**Exchange** – A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

**FCC** - The Federal Communications Commission.

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**SECTION 1. DEFINITIONS, (cont'd.)**

**Firm Order Confirmation (FOC)**– The Company’s confirmation of an order and a due date for Service to be completed and ready for Customer testing.

**Force Majeure** - An event beyond the control of a party to a Customer Agreement that causes such party’s failure to perform any material obligation under such Customer Agreement or any Company published price list including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over SCE or of any department, agency, commission, bureau, corporation, or other instrumentality of any federal state, or local government, or of any civil or military authority, national emergencies; unavailability of materials or Required Rights; insurrections; riots, wars; or strikes, lock-outs, work stoppages, or other labor difficulties; or failure by suppliers, contractors, and connecting carriers.

**Holidays** – New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

**Installation Costs** - The Company’s costs related to installing facilities for and commencing the Service.

**Interstate** – For the purpose of this published price list, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

**Intrastate Communication** – Any communication which originates and terminates within the same state.

**Local Access and Transport Area (LATA)** – A geographic area established pursuant the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Published price list FCC No. 4.

**Network** - The telecommunications network of the parties to a Customer Agreement as contemplated under the Customer Agreement.

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**SECTION 1. DEFINITIONS, (cont'd.)**

**Network Facilities** - Facilities of the Company that are part of SCENet and are used in providing the Service, including existing cable, poles, conduit, carrier equipment, Wire Center distribution frames, central office switching equipment, etc., utilized to provide the Service, as well as New Network Facilities to be constructed pursuant to a Customer Agreement.

**New Network Facilities** - Network Facilities to be constructed at the request of the Customer pursuant to a Customer Agreement in order to provide the service to Central Offices, POPs, or Customer Designated Premises not currently served by the Company's Network Facilities.

**On-Net** – Customer and End User locations served directly by the Company's Network Facilities.

**Off-Net** – One or more Customer or End User locations not served directly by the Company's Network Facilities.

**Planned Service Outage** - Any Service Outage caused by scheduled maintenance or planned enhancements or upgrades to the Network.

**Point of Presence (POP)** – A specific location at which the Customer terminates and/or originates its Service. A POP may be located at a Central Office or at some other location designated by the Customer.

**Point of Termination** – The point of demarcation within a Customer-Designated Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the FCC's Rules and Regulations.

**Premises** – The physical space designated by the Customer for the termination of the Service. Premises may consist of a building or buildings on contiguous property, not separated by a public highway or right-of-way. Premises where the Service is to be terminated pursuant hereto are Customer Designated Premises.

**Required Rights** - All rights, licenses, permits, authorizations, rights-of-way, easements and other agreements necessary to permit the Company to provide the Service, other than such rights, licenses, permits, authorizations, rights-of-way, easements, and other agreements necessary for interconnection with other common carriers.

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**SECTION 1. DEFINITIONS, (cont'd.)**

**SCE** – Southern California Edison Company (the Issuing Carrier).

**SCEnet** – Refers to the Company's existing network.

**Service** - The Company-provided Dedicated Transport telecommunications service as agreed to by Customer and Company, described in the Customer Agreement and as specifically identified on the ASR.

**Service Outage** – A Service interruption occurring because of a failure of facilities or equipment furnished by SCE. A Service Outage begins when the customer releases an interrupted Service, facility or circuit for repair and testing and ends when the Service, facility or circuit is returned to service. If Customer reports a Service, facility or circuit to be inoperative, but declines to release it for testing or repair, the Service interruption is not considered a Service Outage.

**Special Construction Charges** - One-time fees associated with New Network Facilities.

**Start of Service Date** - The next day after the later of: (a) the date of Acceptance, (b) the date of approval of the Agreement, to the extent approval of the Agreement is required by law or regulation, or (c) such date as may be requested by the Customer and agreed upon by the Company.

**Term Agreement** – A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

**Terminal Equipment** – Telecommunications devices, apparatus and associated wiring on the Customer Designated Premises.

**Termination Liability** - Liability of the Customer for early termination of a service.

**Transmission Path** – An electrical or optical path capable of transmitting signals within the range of the service offering. A transmission path comprises physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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**SECTION 1. DEFINITIONS, (cont'd.)**

**Wire Center** – A physical location in which one or more central offices, used for the provision of exchange services, are located.

**United States** – The contiguous United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

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**SECTION 2. TERMS AND CONDITIONS****2.1 Undertaking of Southern California Edison Company**

The Company's service is furnished to Customers for interstate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of the service provided in this published price list for the Customer in accordance with the terms and conditions set forth in this published price list.

**2.2 Limitation On Service**

**2.2.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this published price list. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available, or are not available on an economically feasible basis, in the best business judgment of the Company. The Company may discontinue furnishing service in accordance with the terms of this published price list.

**2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this published price list), or when service is used in violation of provisions of this published price list or the law.

**2.2.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this published price list, shall not be liable for errors in transmission or for failure to establish connections.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.2 Limitation On Service, (cont'd.)**

**2.2.4** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

**2.2.5** The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this published price list, until the indebtedness is satisfied.

**2.3 Assignment or Transfer**

All service provided under this published price list is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this published price list shall apply to all such permitted transferees or assignees, as well as all conditions of service.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.4 Location of Service**

Service originates and terminates at locations within the United States specified in the individual product descriptions in this published price list.

**2.5 Use of Service**

**2.5.1** Service may be used by the Customer for any lawful purpose for which the service is technically suited.

**2.5.2** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

**2.5.3** Recording of telephone conversations carried over services provided by the Company under this published price list is prohibited except as authorized by applicable federal, state and local laws.

**2.5.4** Any service provided under this published price list may be resold to other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this published price list, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

**2.5.5** [DELETED]

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.6 Discontinuance and Restoration of Service**

Service continues to be provided until discontinued by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. Upon the Company's discontinuance of service to the Customer under 2.6.2 below, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this published price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

**2.6.1 Discontinuation by the Customer**

The Customer may have service discontinued upon 30 days' written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the disconnection date specified by the Customer or until the date that the written disconnection notice is received, whichever is later. A termination liability charge applies to early discontinuance of a term agreement.

If the Customer cancels or changes an application for service after a Firm Order Commitment has been issued by the Company but before issuance of a DLR, a change order charge will apply based on the scope of the change. If the application for service is canceled after the DLR is issued but prior to the due date, the Customer shall pay thirty days recurring charges. If the capacity ordered in the application for service has been activated, such capacity shall be deemed Dedicated Capacity, and the Customer shall be liable for payment for such Dedicated Capacity for the remainder of the Capacity Term, unless the Circuit does not meet the specifications set forth herein.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.6 Discontinuance and Restoration of Service (cont'd.)**

**2.6.2 Discontinuation by the Company**

- (a) For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
- (b) For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- (c) For any violation of law or of any of the provisions governing the furnishing of service under this published price list: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- (d) For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction. In such circumstances, the Company may immediately discontinue service without liability.
- (e) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law: The Company may immediately discontinue or suspend service without incurring any liability.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.6 Discontinuance and Restoration of Service, (cont'd.)**

**2.6.2 Discontinuance by the Company, (cont'd.)**

- (f) When the Customer neglects or refuses to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company: The Company may discontinue service after 7 days written notice if access is not provided within the 7 day notice period.
- (g) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair: The Company, by notice to the Customer may discontinue or suspend service without incurring any liability.
- (h) In the event of fraudulent use of the Company's network: The Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (i) Service may be discontinued without notice if the Customer uses the equipment or network provided by the Company in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (j) Upon the Company's inability to obtain or maintain a Required Right using reasonable efforts: The Company, by notice to the Customers may discontinue or suspend service without incurring any liability.
- (k) Upon a Force Majeure: The Company may immediately discontinue or suspend service without incurring any liability.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.6 Discontinuance and Restoration of Service, (cont'd.)**

**2.6.2 Discontinuance by the Company, (cont'd.)**

- (l)** Upon the Customer's breach of any terms or conditions of a Customer Agreement or published price list: The Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (m)** Upon a decision by the CPUC or FCC that results in a material change in the Customer Agreement or the Company's ability to perform its obligations or receive expected benefits thereunder: The Company, by notice to the Customer may discontinue or suspend service without incurring any liability.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.6 Discontinuance and Restoration of Service, (cont'd.)**

**2.6.3 Restoration of service**

- (a) If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.
- (b) Restoration of disrupted services shall be in accordance with FCC Rules and Regulations, which specify the priority system for such activities.

**2.7 [Reserved for future use]**

**2.8 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) year for Dark Fiber and one (1) month for all other services set forth in this Tariff unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

**2.9 Term Agreements**

The Company offers Term Agreements wherein the Customer agrees to subscribe to specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to early termination of a Term Agreement.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.10 Billing and Payments**

**2.10.1** The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum period in 2.8 will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of bill. When alternative billing media is provided to the Customer by the Company, an additional charge applicable to the media may apply.

**2.10.2** All bills for service provided to the Customer by the Company are due upon receipt and are payable in immediately available funds. If any portion of the payment is received by the Company 35 days after the bill date, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late factor shall be 1.5% per month or 18% annually.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.11 Dispute Resolution**

**2.11.1 Governing Law**

Any dispute arising out of or related to this published price list or a Customer Service Agreement shall be subject to the Communications Act of 1934, as amended, or, if any part of this published price list or the Customer Service Agreement in question is not governed by the Communications Act of 1934, as amended, by the substantive laws of the State of California without regard to that jurisdiction's choice-of-law provisions. Any mediation regarding this Agreement shall be held in the State of California. Jurisdiction for any disputes arising out of this Agreement shall be exclusively in the Courts of the State of California, state or federal, and any litigation shall be brought in Los Angeles County, California.

**2.11.2 Billing Disputes**

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

**2.11.2.1** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

**2.11.2.2** If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late penalty as set forth in 2.10.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.11 Dispute Resolution, (cont'd)**

**2.11.3 Dispute Resolution**

Except as may otherwise be set forth expressly in Section 2.11 of this published price list, all disputes arising under this published price list or a Customer Service Agreement shall be resolved as set forth in this Section 2.11.3.

**2.11.3.1 Negotiation and Mediation**

The Company and the Customer shall attempt in good faith to resolve any dispute promptly by negotiations between a Vice President of the Company or his or her designated representative and an executive of similar authority of the Customer. Either the Company or the Customer may give the other party written notice of any dispute. Within twenty (20) days after delivery of such notice, the designated executives shall meet at a mutually acceptable time and place, thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, the Company or the Customer may initiate a mediation of the controversy. The mediation shall be facilitated by a mediator that is acceptable to both parties and shall conclude within sixty (60) days of its commencement, unless the Company and the Customer agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the Company and the Customer shall enter into a written agreement for the mediation services. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association, provided, however, that the mediation shall apply the substantive laws of the State of California, and provided further that no consequential damages shall be awarded in any such proceeding and each party shall bear its own legal fees and expenses.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.11 Dispute Resolution, (cont'd.)**

**2.11.3 Dispute Resolution, (cont'd.)**

**2.11.3.2 Confidentiality**

All negotiations and any mediation conducted pursuant to Section 2.11.3 shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1152.5 of the California Evidence Code shall apply, which Section is incorporated in this published price list by reference.

**2.11.3.3 Injunctive Relief**

Notwithstanding the foregoing provisions, either the Company or the Customer may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

**2.11.3.4 Continuing Obligation**

The Company and Customer shall continue to perform their obligations under this published price list and any applicable Customer Service Agreement pending final resolution of any dispute arising out of or relating to this published price list or the Customer Service Agreement in question.

**2.11.3.5 Failure of Mediation**

If the Company and the Customer, after good faith efforts to mediate a dispute under the terms of this Section, cannot agree to a resolution of the dispute, either party may pursue whatever legal remedies may be available to such party, at law or in equity, before a court of competent jurisdiction and with venue as provided in Section 2.11.1.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.12 Payment of Deposits**

- 2.12.1** The Company may, in order to safeguard its interests, require a Customer that has a proven history of late payments to the Company, or does not have established credit, to make a deposit prior to or at any time after the provision of service to the Customer, to be held by the Company as a guarantee of the payment of rates and charges.
- 2.12.2** A deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement concerning the prompt payment of bills.
- 2.12.3** At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one-year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of the service to the Customer.
- 2.12.4** If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.13 Service Level**

**2.13.1 Performance Monitoring and Reporting**

- 2.13.1.1** The Company will be responsible for performing monitoring up to a demarcation point between Company facilities and other facilities.
- 2.13.1.2** The Customer, at its expense, may provide surveillance equipment connected to the Customer's side of the Circuit demarcation point, which will provide Customer surveillance system operations with the capability to perform surveillance of the bypass system to the End-User Premises.
- 2.13.1.3** The Company will sectionalize faults occurring within the system localized to Customer system elements as follows: Company Transmission equipment on the End-User Premises; equipment between Company and Customer facilities; and Company equipment at the Customer's facilities.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.13 Service Level, (cont'd.)**

**2.13.2 Inspection, Testing and Adjustment**

**2.13.2.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this published price list are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

**2.13.2.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.13 Service Level, (cont'd.)**

**2.13.3 Maintenance and Repair**

- 2.13.3.1** Any maintenance required on the Company's system, on Company or Customer End User Premises, shall be performed by the Company or its designated contractor(s) at no additional cost to the Customer.
- 2.13.3.2** The Company shall perform all maintenance functions on its system and facilities from the End-User Premises to the demarcation point at Customer facilities twenty-four (24) hours per day, seven (7) days per week. This includes only trouble maintenance (service restoration) functions. Company scheduled maintenance will be performed during specified Customer maintenance windows.
- 2.13.3.3** Any maintenance or service function performed by the Company on the system which will or could affect service provided by Customer End-Users will be coordinated and scheduled through to the Customer surveillance system operations as practical and feasible for the Carrier.
- 2.13.3.4** **Specifications.** Maintenance of the system will be performed so as to meet the manufacturer's specification and the standards set forth in Section 2.26 of this published price list.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.13 Service Level, (cont'd.)**

**2.13.3 Maintenance and Repair, (cont'd.)**

**2.13.3.5 Response & Repair Times**

In the event of an interruption or failure in the service, the Company shall have repair personnel available to be on site within two (2) hours after receiving notification of the failure from the Customer. The Company shall restore the service on the failed system as follows:

**2.13.3.5.1 Electronic Restoration**

In the event of an electronic failure, the Company shall use its best efforts to restore service to the affected electronics within two (2) hours of arrival of maintenance personnel on site.

**2.13.3.5.2 Cable Restoration**

In the event of a cable failure, the Company shall begin cable restoration within two (2) hours after the faulty cable is identified. The Company shall use reasonable efforts to restore the cable no later than four (4) hours after the faulty cable is identified.

**2.13.3.5.3 Emergency Reconfiguration**

If the Company's system has the capability to provide route reconfiguration to maintain service between the Customer's facility and the Customer's End-User, the Company will provide reconfiguration if other means of restoration will not restore service within the time frames stated in subparagraph (i) and (ii) above. Reconfiguration will begin one (1) hour after the need to reconfigure is determined.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.13 Service Level, (cont'd.)**

**2.13.3 Maintenance and Repair, (cont'd.)**

**2.13.3.6 Point-of-Contact**

The Company shall maintain a twenty-four (24) hours a day, seven (7) days a week point-of-contact for the Customer to report to the Company any interruptions or failure in service.

**2.13.3.7 Scheduled Maintenance**

**2.13.3.7.1** The Company will give the Customer reasonable notice, when practicable, of Planned Service Outages. Maintenance which may place the system in jeopardy or require system down time will be performed whenever practicable during the "Maintenance Window" of 10:00 p.m. and 6:00 a.m. or a time mutually agreed to between the Customer and the Company.

**2.13.3.7.2** Company maintenance personnel will notify the Customer prior to beginning scheduled maintenance work. Company personnel will notify the Customer upon completion of scheduled maintenance work.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.13 Service Level, (cont'd.)**

**2.13.3 Maintenance and Repair, (cont'd.)**

**2.13.3.8 Access to Equipment and Facilities**

**2.13.3.8.1** Employees or agents of the Company shall have access to any Company equipment or facilities at a Customer's End-User Premises or Customer Premises on terms mutually acceptable to the Company and the Customer. These terms shall include, but not be limited to:

- Proper Identification
- Company Authorized Personnel List
- Restricted Area Access Provisions
- Accompaniment by End-Users/Customer personnel

Company employees or agents, while on the Customer's End-User Premises or Customer Premises, shall comply with the State/Federal End-Users and/or Customer plant rules and regulations.

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**2.13 Service Level, (cont'd.)**

**2.13.3 Maintenance and Repair, (cont'd.)**

**2.13.3.8 Access to Equipment and Facilities, (cont'd.)**

**2.13.3.8.2** Upon request, employees or agents of the Customer shall be given escorted access, for viewing only, to areas at Company locations containing facilities and/or-equipment associated with the Customer's bypass service, subject to the Company's access and security regulations. These shall include, but not be limited to:

- Proper Identification
- Customer Authorized Personnel List
- Restricted Area Access Provisions
- Accompaniment by Company personnel

Customer employees or agents, while on Company premises, shall comply with the Company's plant rules and regulations.

**2.13.3.8.3** The Customer shall have the right to be present during Company equipment testing, and during scheduled and non-scheduled maintenance activity. The Customer will notify the Company in advance of such requests. The Company is responsible for ensuring that the maintenance personnel are properly trained and otherwise qualified to perform the System Maintenance.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.14 Interconnection**

**2.14.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to re-engineer its services in order to provide any special or unusual facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

**2.14.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this published price list and the other common carrier's published price lists. The Customer is responsible for taking all necessary legal steps for interconnecting his or her Customer-provided terminal equipment or communications systems with the other common carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

**2.14.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner that results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.15 Liability of the Company**

- 2.15.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this published price list (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.15.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.15.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.15 Liability of the Company, (cont'd.)**

**2.15.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the FCC's Rules and Regulations.

**2.15.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or customers, or by facilities or equipment provided by the Customer.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.16 Liability of the Customer**

The Customer shall indemnify, defend and hold harmless the Company and its parent company, affiliates, employers, directors, officers, and agent (including the costs of reasonable attorney's fees) against:

- 2.16.1** Claims, demands or liability for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- 2.16.2** Claims, demands or liability for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer;
- 2.16.3** All other claims, demands or liability (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or customers, in connection with any service, facilities or equipment provided by the Company; and
- 2.16.4** Any claims, demands or liability by End Users arising out of or relating to any defect in the Service.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)****2.17 Taxes**

Federal excise tax and state and local sales, use, and similar taxes are not included in the rates set forth in this published price list, and shall be billed as separate line items.

**2.18 Local Charges**

In certain instances, the Customer may be subject to local exchange company charges or message unit charges to access the Company's network or to terminate interstate calls. The Company shall not be responsible for any such local charges incurred by the Customer in gaining access to the Company's network.

**2.19 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service**

When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows:

- If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate intrastate tariff.
- If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
- If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Applicable nonrecurring charges will apply to jurisdictional changes. No retroactive rate adjustments will apply to the period prior to the change in the Company's records. Any applicable termination liability will be transferred with the jurisdictional change of the service.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.20 Obligations of the Customer**

The Customer is responsible for: 1) placing any necessary orders; 2) complying with published price list regulations; 3) assuring that users comply with published price list regulations; 4) payment of charges for calls originated from the Customer's telephone lines.

The Customer is responsible for arranging access to its Premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's Premises.

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

The Customer has certain specific obligations, as follows:

**2.20.1 [DELETED]**

**2.20.2 Design of Customer Services**

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)****2.20 Obligations of the Customer, (cont'd.)****2.20.3 Network Contingency Coordination**

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

**2.20.4 Damages**

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this published price list caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

**2.20.5 Ownership of Facilities**

Facilities utilized by the Company to provide service under the provisions of this published price list shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

**2.20.6 Equipment Space and Power**

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this published price list at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces and to building entry points at reasonable times for installation, testing, repair, maintenance or removal of Company service.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.20 Obligations of the Customer, (cont'd.)**

**2.20.7 Testing**

The service provided under this published price list shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.21 Continuity of Service**

**2.21.1 Allowances for Interruptions in Service**

Credit allowance for interruptions of service which are not due to the Company's testing, maintenance or adjusting, to the negligence or willful act of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in this published price list. It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, is not within the Customer's control, or is not in wiring or equipment connected to the terminal of the Company.

**2.21.2 Credit for Interruptions**

- (a) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this published price list. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (b) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.21 Continuity of Service, (cont'd.)**

**2.21.2 Credit for Interruptions, (cont'd.)**

- (c) A credit allowance will be given for interruptions of 30 minutes or more, unless subject to the limitations set forth in Section 2.21.2(d) of this published price list. Credit allowances shall be calculated as follows:

<u>Interruption of 24 hours or less:</u>	<u>Credit Applied to Monthly Recurring Charge</u>
Less than 30 minutes	none
30 minutes up to, but not including 3 hours	1/10 day
3 hours up to, but not including 6 hours	1/5 day
6 hours up to, but not including 9 hours	2/5 day
9 hours up to, but not including 12 hours	3/5 day
12 hours up to, but not including 15 hours	4/5 day
15 hours up to, but not including 24 hours	One day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruption over 24 hours

Interruptions over 24 hours will be credited 1/8 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any 24 hour period.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.21 Continuity of Service, (cont'd.)**

**2.21.2 Credit for Interruptions, (cont'd.)**

**(d) Limitations on Allowances**

No credit allowance will be made for:

1. Interruptions due to the negligence of, or noncompliance with the provisions of this published price list by the Customer, or any authorized user, joint user, or other common carrier providing service connected to the service of the Company;
2. Interruptions due to the negligent acts or omissions of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. Interruptions due to the failure or malfunction of non-Company equipment;
4. Interruptions of service during a period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
6. Interruptions of service during any Planned Service Outage, maintenance or testing in the by the Company, or implementation of a Customer order for installation of service or a change in service arrangements;
7. Interruption of service due to circumstances or causes beyond the control of the Company;
8. Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction; or

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.21 Continuity of Service, (cont'd.)**

**2.21.2 Credit for Interruptions, (cont'd.)**

**(d) Limitations on Allowances, (cont'd)**

- 9.** Interruptions of service that are not reported to the Company within 30 days of the date that service was affected.

**2.21.3 Temporary Suspension for Repairs**

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and, if practicable, at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or Customers' service.

- 2.21.4** The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the FCC's Rules and Regulations, which specifies the priority system for such activities.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.22 Termination Liability**

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to 100% of the balance of the total billing payable during the remaining balance of the term.

**2.23 Ordering Procedures**

**2.23.1 Service Order Intervals**

**2.23.1.1 Service Request Issuance**

Upon receipt of an ASR from the Customer, the Company will provide a response to the Customer pertaining to any corrections or clarifications required to process the service request. This will be completed by the Company within two (2) business days following the receipt of the service request.

**2.23.1.2 Firm Order Confirmation (FOC)**

The Company will provide an FOC to the Customer following receipt of a complete and accurate ASR. FOCs for ASRs requesting service employing New Network Facilities will be provided in accordance with the terms and conditions set forth in this published price list. The FOC will provide any necessary service intervals as well as a Start of Service Date.

**2.23.1.3 Design Layout Record (DLR)**

The Company will provide DLR information within 48 hours of the due date or Start of Service Date that was provided to the Customer in the FOC. If the in-service date requested by the Customer is less than 48 hours (2 calendar days) from receipt of the service request and a complete and accurate ASR has been received by the Company, DLR issuance will be negotiated between the Customer and the Company.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.23 Ordering Procedures, (cont'd.)**

**2.23.2 Service Order Intervals, (cont'd.)**

**2.23.1.4 Acceptance**

For purposes of determining the Start of Service Date and commencement of billing, the Customer will be deemed to have given its "Acceptance" or to have "the Accepted" a Circuit on the earliest date of: (i) when testing has been successfully completed; (ii) when the Customer puts the Circuit into revenue-producing service; (iii) for Circuits not requiring New Network Facilities, five days past the scheduled due date for the Customer's notifying the Company of its Acceptance, if no such notice has been provided or, in the event of an expedited order, the scheduled due date for the Customer's notifying the Company of its Acceptance if no such notice has been provided; or, (iv) for Circuits requiring New Network Facilities, ten days after the Delivery Date if no notice of Acceptance or of problems encountered in testing has been received.

**2.23.2 Installation Intervals**

The standard installation interval for all On-Net services will be established at thirty (30) calendar days. The Company will provide service on an individual case basis based on the requirements and expectations of the Customer. If a shorter installation interval is required that is less than the standard thirty (30) days, the Company will make commercially reasonable efforts to meet the expected service date, and if the Company cannot meet expected Service date, then the Company will negotiate in good faith with the Customer the earliest Start of Service Date which it can reasonably meet.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.23 Ordering Procedures, (cont'd.)**

**2.23.3 Off-Net Services**

Off-Net services terms and conditions, including intervals, FOC, and DLR will be negotiated on an individual case basis dependent upon the standard intervals from the LECs for the particular city.

The Customer will submit an ASR to the Company for any Off-Net services. Upon receipt of the service request, the Company will determine availability of services at Off-Net location and either provide (1) a reply that the Company is unable to provide requested services to the Off-Net location, or (2) provide an FOC that will provide recurring and non-recurring charges as well as a committed service date.

**2.23.4 Dark Fiber**

Dark Fiber terms and conditions will be negotiated on an individual case basis. The Customer will submit a request to the Company for use of existing Dark Fiber. Upon receipt of a request for Dark Fiber, the Company will determine availability of Dark Fiber and either provide (1) a reply that the Company is unable to provide requested Dark Fiber, or (2) provide a Dark Fiber license or lease agreement to the Customer in order for the Company and the Customer to agree on customer-specific rates, terms and conditions pursuant to Section 4.1 of this published price list.

**2.23.4 Capacity Term**

Dedicated Capacity will be provided to the Customer with associated Capacity Terms of either one (1), three (3) or five (5) years, as set forth in the Customer's ASR, commencing on the Start of Service Date for each Circuit or element of Capacity, as appropriate.

**2.23.5 Cancellation Charges**

Charges for cancellation of an ASR are set forth in Sections 2.61. and 3.4.5 of this published price list.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)****2.24 New Network Facilities****2.24.1 Requests for New Facilities**

The Customer may, during the term of a service agreement, request Circuits requiring New Network Facilities by completing an ASR in accordance with the ordering procedures set forth in Section 2.23 of this published price list. The Company may, in its sole discretion, either accept or reject any such service request requiring construction of New Network Facilities. The Company will notify Customer that the service request is accepted or rejected within 10 days of receipt of the service request by the Company; *provided*, that the Company shall have no obligation to provide such requested service unless and until the Customer and the Company agree on any Special Construction Charges and the Construction Completion Date for such service, which shall be negotiated on an individual case basis. If the Company and the Customer are unable to reach such agreement for the requested service, then the Company shall have no further obligation hereunder with respect to such service. The Company will provide the FOC for the requested service promptly after the Company and the Customer have reached agreement on any Special Construction Charges and the Construction Completion Date.

**2.24.2 Construction Period**

The Company shall complete construction of the New Network Facilities and notify the Customer that the requested service is available for testing on or before the Construction Completion Date.

**2.24.3 Failure to Meet Construction Completion Date**

In the event that the Company does not deliver the New Network Facilities or provide the requested service using comparable alternative means by the Construction Completion Date, then either the Company or, provided that the failure to deliver the service was not due to any act or omission on the part of the Customer, Customer may terminate the request for the affected portion of the service without further obligation with respect to such service. In the event of termination by the Customer pursuant to this Section, the payment provisions of Section 2.6.1 of this published price list shall apply, except that the Customer shall not be subject to any Termination Liability.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.24 New Network Facilities, (cont.d)**

**2.24.4 Responsibilities for Construction of New Facilities**

The Company shall have sole discretion with respect to the design, engineering, installation, and construction of the New Network Facilities, which shall be in accordance with industry standards and building, construction, and safety codes. The Customer shall provide the Company and its representatives, agents, and contractors access to Customer facilities and Customer Designated Premises in accordance with the Service Level Agreement for purposes of construction of the New Network Facilities.

**2.24.5 Testing; Acceptance**

The Customer shall be responsible for testing the service provided using New Network Facilities, and shall notify the Company within 10 days of the Delivery Date of its Acceptance of the subject service or of any problems encountered in testing the Service. The Company shall follow the requirements of Section 2.13 of this published price list in addressing any problems encountered with the new service. The new service shall be deemed to be Accepted by Customer if the Company does not receive a report of Acceptance or problems encountered within such ten-day period.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.25 Equipment Installation**

**2.25.1 Installation of the Equipment**

The Company shall provide, install, maintain, repair, operate, and control the telecommunications equipment necessary for providing service. The Company shall use commercially reasonable efforts to procure and maintain all Required Rights for the installation of the Company equipment to provide service to the Point of Termination. The Customer shall be responsible for arranging rights-of-entry from owners or managers of any Customer Designated Premises to which the Customer has rights of access, and for obtaining any permits or licenses related to such Premises. Special Customer-provided equipment space and conduit, if applicable, will be specified in one or more separate collocation agreements.

**2.25.2 Notice Prior to Entry**

Whenever possible, the Company shall provide at least two (2) days' notice to the Customer prior to entering Customer's POP to install, maintain or repair any telecommunications equipment or in connection with service provided. If it is not possible to provide such notice consistent with the Company's need to maintain service, the Company shall provide notice to the Customer as soon as practicable, but in all events prior to entering the POP. Under no circumstances shall the Company enter the Customer POP, for purposes related to services provided pursuant to this published price list or a Customer Agreement, unless accompanied by the Customer's Operations personnel, or unless prior permission to enter the Customer POP has been given by a representative of the Customer.

**2.25.3 Customer-Provided Equipment**

Notwithstanding any provision of this published price list to the contrary, if Customer provides its own telecommunications equipment, the Company shall have no obligation to install, maintain, or repair such Customer equipment.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.25 Equipment Installation, (cont'd.)**

**2.25.4 Responsibilities**

Neither the Company nor the Customer shall adjust, align, or attempt to repair, the other's telecommunications equipment except as expressly authorized in advance in writing. Neither the Company's nor the Customer's telecommunications equipment shall be removed or relocated by the other. Notwithstanding anything to the contrary herein, the Company shall not be responsible for repairs of any damage caused by the Customer, its affiliates, officers, employees, or agents.

**2.25.5 Use and Ownership of Equipment**

The Company's equipment, apparatus, channels and lines shall be carefully used. The Company's telecommunications equipment, including all New Network Facilities, shall remain the sole and exclusive property of the Company or its assignee, and nothing contained herein shall give or convey to the Customer any right, title, or interest whatsoever in such telecommunications equipment, which shall at all times be and remain personal property notwithstanding that it may be or become attached to or embedded in realty. Equipment furnished by the Company shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's Premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

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**SECTION 2. TERMS AND CONDITIONS, (cont'd.)**

**2.26 Technical Specifications/Interface Requirements**

**2.26.1** The Service shall comply with all relevant provisions of the following ANSI Publications: ANSI T1.510-1999 (Network Performance Parameters for Dedicated Digital Services – Specifications); and ANSI T1.514-1995 (Network Performance Parameters and Objectives for Dedicated digital Services – SONET Bit Rates). The Parties agree that if any Party, in its sole discretion, determines that an emergency action is necessary to protect its own Network, the Party may block any Transmission Path over its Network by the other Party where transmissions do not meet the above requirements of ANSI Publications. The Parties further agree that none of their respective obligations to one another under the Agreement shall be affected by any such blockage except that the Party affected by such blockage shall be relieved of all obligations to make payments for charges relating to such Service which is so blocked and that no Party shall have any obligation to the other Party for any claim, judgment or liability resulting from such blockage.

**2.26.2** SCE has designed its network to have the following On-Net availability service levels over a 12-month period (excludes scheduled maintenance activity):

SERVICE	AVAILABILITY
ALL SONET SERVICE:	
Collapsed Ring (Single Entrance)	
Span 15 miles or greater	99.900%
Span less than 15 miles	99.975%
Self-Healing Ring (Diverse Entrances)	
Fully-Protected & Redundant	99.990%
WAVELENGTH SERVICE	99.900%

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### **SECTION 3. DEDICATED TRANSPORT**

#### **3.1 General**

The Company provides interstate Dedicated Transport service with transmission speeds ranging from 1.544 Mbps to 2.488 Gbps. All services are generally available from all locations served by SCENet. Dedicated transport services are offered on a point-to-point basis. Each Dedicated Transport Service is dedicated to the Customer, and the entire usable bandwidth for each service is available to the Customer for the Customer's exclusive use.

Standard Pricing is available for all non-custom services. The tariffed rates contained in this section are applied based on the locality of service, type of service and the term plan selected.

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**SECTION 3 DEDICATED TRANSPORT, (cont'd.)**

**3.2 On-Net and Off-Net Service**

SCENet serves a substantial number of locations in southern California. Additional locations will be added from time to time and are not listed in this published price list. A list of currently available On-Net locations is available directly from the Company. Pricing and regulations pertaining to On-Net services are described in this published price list.

Off-Net Service must be provisioned, in part, by another carrier. In the instances where the Company is able to provide Off-Net Services, the performance parameters of the Off-Net services will be passed through to the Customer.

All rates included below are for On-Net arrangements. Off-Net service charges are priced on an Individual Case Basis.

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**SECTION 3. DEDICATED TRANSPORT, (cont'd.)**

**3.3 Calculation of Distance**

Charges for all mileage-sensitive services are based on the airline distance between the two end points of the service provided by the Company. Actual distance calculations are performed according to the standard set by the Local Exchange Company in the specific locality.

**3.4 Standard Pricing Plan Description**

**3.4.1 Recurring Charges**

Recurring charges apply to Dedicated Transport Service.

Recurring charges for Dedicated Transport Service will vary based on the locality of service, capacity of service, the distance of service and the term plan selected. Two Point Service recurring charges are applied on a circuit basis and reflect complete end-to-end charges.

**3.4.2 Term Plan**

Recurring charges for services purchased under a Term Plan will be fixed for the life of the term.

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**SECTION 3. DEDICATED TRANSPORT, (cont'd.)**

**3.4 Standard Pricing Plan Description, (cont'd.)**

**3.4.3 Nonrecurring Charges**

Nonrecurring Charges are one-time only charges. Nonrecurring Charges may be waived for certain promotions and under the specific terms of individually negotiated contract services.

**3.4.4 Termination Liability**

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to 100% of the balance of the total billing payable during the remaining balance of the term.

**3.4.5 Order Cancellation Policy**

If the Customer cancels or changes an application for service after an FOC has been issued by the Company but before issuance of a DLR, a change order charge will apply based on the scope of the change. If the application for service is canceled after the DLR is issued but prior to the due date, the Customer shall pay thirty days recurring charges. If the capacity ordered in the application for service has been activated, such capacity shall be deemed Dedicated Capacity, and the Customer shall be liable for payment for such Dedicated Capacity for the remainder of the Capacity Term, unless the Circuit does not meet the specifications set forth herein or is replaced with comparable service by the Company generating revenue not less than that payable by the Customer.

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**SECTION 3. DEDICATED TRANSPORT, (cont'd.)**

**3.5 Service Descriptions**

Dedicated Transport Service allows the Customer to connect two locations with nonswitched point-to-point service at one of a number of transmission speeds.

**3.5.1 [DELETED]**

**3.5.2 OC-3 Service**

OC-3 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 155.52 Mbps.

**3.5.3 OC-3c Service**

OC-3c Service is a concatenated OC-3, i.e., a single high capacity channel with a SONET rate of 155.52 Mbps.

**3.5.4 OC-12 Service**

OC-12 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 622.08 Mbps.

**3.5.5 OC-12c Service**

OC-12c Service is a concatenated OC-12, i.e., a single high capacity channel with a SONET rate of 622.08 Mbps.

**3.5.6 OC-48 Service**

OC-48 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 2.488 Gbps.

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**SECTION 3. DEDICATED TRANSPORT, (cont'd.)**

**3.5 Service Descriptions, (cont'd.)**

**3.5.7 [DELETED]**

**3.5.8 DS1 Service**

DS1 Service is a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade services or 24 DS0 services.

**3.5.9 DS3 Service**

DS3 Service is a dedicated, high capacity channel with a line speed of 44.736 Mbps.

**3.5.10 Wavelength Service**

Wavelength Service is a dedicated optical window at a specific wavelength to be used for optical carrier transmission with matching interfaces.

**3.5.11 Construction**

Construction of New Network Facilities, where required to provide requested service and accepted by the Company, will be performed in accordance with Section 2.24 of this published price list.

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**SECTION 3. DEDICATED TRANSPORT, (cont'd.)**

**3.5 Service Descriptions, (cont'd.)**

**3.5.12 Transport Arrangement Service**

Transport Arrangement Service is available between Customer Designated Premises and LEC central offices where the Company has entered into collocation/interconnection agreements with the LEC.

Transport Arrangement utilizes a combination of the Company's own transport network and equipment collocated at LEC central offices to provide transport between Customer Premises and those LEC central offices.

The Customer who purchases Transport Arrangement Service will be provided with a Letter of Authorization from the Company. The Customer will then have the ability to purchase services directly from the LEC and have them terminated to their Transport Arrangement Service.

Where available, the Company will provide Transport Arrangement Service at DS1, DS3, OC-3, OC-12, OC-48 and wavelength interface levels.

**3.5.13 Custom Services**

Dedicated Transport Services not described above or requests for non-standard configurations and specialized service options will be handled on an Individual Case Basis.

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**SECTION 3. DEDICATED TRANSPORT, (cont'd.)**

**3.5 Service Descriptions, (cont'd.)**

**3.5.14 Special Construction**

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction is undertaken:

- (a) where facilities are not presently available,
- (b) where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where the service is in a quantity greater than that which the Company would normally provide;
- (e) where service is requested on an expedited basis;
- (f) where service is requested on a temporary basis until permanent facilities are available;
- (g) where the service requested involves abnormal costs; or
- (h) where service is requested in advance of the Company's normal construction schedule.

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**SECTION 3. DEDICATED TRANSPORT, (cont'd.)**

**3.5 Service Descriptions, (cont'd.)**

**3.5.15 Time and Materials Service**

This service provides for the Labor and Materials charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.

The Company shall have no responsibility for maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer time and materials charges for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed below in Section 3.5.15.1, for the period of time from when the Company personnel were dispatched to the Customer's Premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Material Charges listed below in Section 3.5.15.1 will apply.

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**SECTION 3. DEDICATED TRANSPORT, (cont'd.)****3.5 Service Rate Descriptions, (cont'd.)****3.5.15 Time and Materials Service, (cont'd.)**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Material Charges as shown in Section 3.5.15.1(b) will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, Holidays, and/or night hours, additional charges as shown in Section 3.5.15.1(b) will apply to such extension. All Time and Materials Service not scheduled in advance, i.e., requiring a call-out of Company personnel, shall have a two hour minimum charge.

**3.5.15.1 Time and materials Charges****(a) For work performed during regular business hours (Monday through Friday, 7:00 a.m. to 4:00 p.m.):**

First two hours: \$250.00

Each additional 1/4 hour: \$31.25

**(b) For work performed outside regular business hours:**

First two hours: \$500.00

Each additional 1/4 hour: \$62.50

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**SECTION 3. DEDICATED TRANSPORT, (cont'd.)**

**3.6 Rate Schedule - (On-Net Services)**

**3.6.1 [DELETED]**

**3.6.2 DS1 Service**

Monthly Fixed	\$350.00
Monthly Per Mile	\$8.50
Non-Recurring	\$475.00

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**SECTION 3. DEDICATED TRANSPORT, (cont'd.)**

**3.6 Rate Schedule - (On-Net Services)**

**3.6.3 DS3 Service**

Monthly Fixed	\$4,572
Monthly Per Mile	\$18
Non-Recurring	\$3,800

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**SECTION 3. DEDICATED TRANSPORT, (cont'd.)**

**3.6 Rate Schedule - (On-Net Services)**

**3.6.4 SONET Ring and Access Services**

(a) Point to Point Service

One Year Term	Monthly Fixed	Monthly Per Mile	Non-Recurring
OC-3 / OC-3c	\$5,035	\$247	\$900
OC-12 / OC-12c	\$12,540	\$247	\$900
OC-48 / OC-48c	\$28,025	\$285	\$1,100

(b) Ring Service

Priced on an individual case basis.

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**SECTION 3. DEDICATED TRANSPORT, (cont'd.)**

**3.6 Rate Schedule - (On-Net Services)**

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**SECTION 3. DEDICATED TRANSPORT, (cont'd.)**

**3.6 Rate Schedule - (On-Net Services)**

**3.6.4. SONET Ring and Access Services**

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**SECTION 3. DEDICATED TRANSPORT, (cont'd.)**

**3.6 Rate Schedule - (On-Net Services)**

**3.6.5 Transport Arrangement Service**

Individual Case Basis

**3.6.6 Wavelength Service**

Individual Case Basis

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## SECTION 4. CUSTOMER-SPECIFIC CONTRACTS

### 4.1 General

The Company may provide any of the services offered under this published price list, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this published price list do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

Contracts under this section are available to any similarly situated Customer that places an order within 90 days of the effective date of the relevant contract.

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