

**CALIFORNIA PUBLIC UTILITIES
COMMISSION**
**Advice Letter Filing Summary Sheet
(PAL)**

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: September 25, 2007

Company Name: AT&T California		CPUC Utility Number <u>U-1001 C</u>	
Address: 525 Market Street, #1944		<input checked="" type="checkbox"/> LEC	<input type="checkbox"/> IEC <input type="checkbox"/> IER
City, State, Zip: San Francisco, CA 94105		<input type="checkbox"/> CLC	<input type="checkbox"/> CLR <input type="checkbox"/> CMRS
Filing #: 30979	Requested Effective Date: September 11, 2007	NRF Category (if applicable):	
Name:	Email Address:	Phone No.:	Fax No.:
Filer Madeline Lopez	regtss@att.com	(415) 778-1469	(415) 543-3766
Certif.	regtss@att.com	(415) 778-1299	No. Tariff Sheets:

(Name, email address & Phone and FAX numbers are Required for "Filer")

Annual Revenues: \$ _____ **Tariff Schedules:** _____ **Keyword:** Contract

Subject of filing
(Service(s) included) Contract

Authorization for filing
(Resolution #, Decision #, etc.) D.06-08-030

Related service
(Other service, replacement AL filing) _____

Rate Element(s) affected and % change
(Non-recurring and / or recurring) _____

Notes/Comments
(Other information & reference to advice letter, etc.)

File Protest and/or Correspondence to:
Director, Telecommunications Division
505 Van Ness Ave., San Francisco, CA 94102
and if you have email capability, ALSO email protest to:
TD_PAL@cpuc.ca.gov
Protest also must be served on utility:
(see utility advice letter for more information)

LEC = Local Exchange Carrier
IEC = Interexchange Carrier
CLC = Competitive Local Carrier
IER = Interexchange Carrier Reseller
CLR = Competitive Local Carrier Reseller
CMRS = Commercial Mobile Radio Service

(FOR CPUC USE ONLY)

<input type="checkbox"/> WTS Required <input type="checkbox"/> Resolution Required <input type="checkbox"/> Executive Action Resolution Req'd. <input type="checkbox"/> TD Suspension on: ___ / ___ / ___ <input type="checkbox"/> Comm. Suspension on: ___ / ___ / ___ Resolution No.: T - _____ Rev. 04/01/05	Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____
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September 25, 2007

U 1001 C
Advice Letter No. 30979

Public Utilities Commission of the State of California

AT&T California transmits a contract for filing.

In compliance with Section III. G. of General Order No. 96-A, as amended by D.05-01-032, we are mailing a copy of this advice letter to competing and adjacent Utilities and/or other Utilities, and interested parties, as requested. Also in compliance with Section X.A. of General Order 96-A, we are mailing a copy of this advice letter to each customer named in the contract. In addition, we are sending an e-mail copy of this advice letter to parties as requested. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg>. If there are any questions regarding the distribution of this advice letter call 415-778-1299.

Anyone may protest this advice letter to the California Public Utilities Commission. The protest must set forth the specific grounds on which it is based. A protest must be made in writing and received within 20 days of the date this advice letter was filed with the Commission. The address for mailing or delivering a protest to the Commission is:

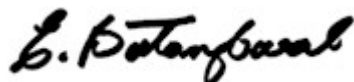
Director, Communications Division
505 Van Ness Avenue, Room 3210
San Francisco, CA 94102

If you have e-mail capability, the protest must also be e-mailed to the Communications Division at TD_PAL@cpuc.ca.gov. A copy of the protest must be mailed or faxed (415.543.3766) to AT&T California on the same date it is mailed or delivered to the Commission. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com.

In accordance with D.06-08-030, this contract is effective September 11, 2007, the date of the last signature in the contract.

Yours truly,

AT&T California



Executive Director

Attachment

AT&T California Advice Letter Service List

Via e-mail

abenson@vycera.com
AJBILY@AOL.COM
bnusbaum@turn.org
bwilde@creatint.com
cmailoux@turn.org
cw6514@att.com
daniel.ostroff@xo.com
dd2526@att.com
delly.c.wong@mci.com
DIANE.PETERS@GLOBALCROSSING.COM
esther.northrup@cox.com
fernb@valleyyellowpages.com
f.lofy@surewest.com
GARYJ@NATIONALBRANDS.COM
GERALD.VARCAK@BANKOFAMERICA.COM
gina.wybel@netwolves.com
glenn@stoverlaw.net
hope.christman@verizon.com
jchicoin@czn.com
jcompton@telscape.net
john_gutierrez@cable.comcast.com
JUDYPAU@DWT.COM
kathy.mcmahon@sprint.com
katienselton@dwt.com
kmilller@interainc.com
lorrie.bernstein@mossadams.com
lsaldana@czn.com
MGOMEZ1@BART.GOV
NATHAN.GLAZIER@WWIRELESS.COM
pcasciato@sbcglobal.net
patricia.delgado@usmc.mil
pi1865@att.com
REJONES@CCMI.COM
rgavillet@neutraltandem.com
richard.b.severy@mci.com
rlongview@telecom611.com
ttt@cpuc.ca.gov
william.sanders@sfgov.org
WMCGEE@WAFS.COM
ysmythe@caltel.com

**AT&T Agreement
Individual Case Basis Terms & Conditions For State Local Exchange Carrier Telco Services**

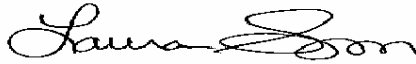
CUSTOMER Legal Name	AT&T Contact Information
	AT&T AT&T Global Services ("AT&T") One AT&T Plaza Dallas, Texas 75202 Email: mast@att.com
CUSTOMER Contact	AT&T Sales Contact Information and for Contract Notices
	Name: Lynn Simmons Street Address: 7620 Convoy Court, Room 102 City: San Diego, State: California Zip Code: 92111 Telephone: Email: ls5952@att.com Fax: 858-278-7094 Sales/Branch Manager: Ken Harth
CUSTOMER Billing Information	AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Contact

This Agreement (the "Agreement") outlines Individual Case Basis Terms & Conditions for State Local Exchange Telco Services between SBC Global Services, Inc. dba AT&T Global Services, a Delaware corporation with offices at One AT&T Plaza, Dallas, Texas 75202, on behalf of itself and those Affiliates identified in Pricing Schedules and/or agreements that may be entered into from time to time and incorporated by reference into this Agreement (individually and collectively, "AT&T") and ("Customer"),

Agreement is effective on the date of last signature ("Effective Date"), unless the rules of a regulatory authority having jurisdiction respecting this Agreement would require a later date, or an applicable tariff filing would require a later date, then the Effective Date of this Agreement shall be in accordance with such rules. AT&T and Customer are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

References to "Agreement" refer to this Agreement, associated Pricing Schedules and attachments and any applicable tariff or catalog. New or revised Pricing Schedules and/or agreements must be signed by Customer and AT&T Affiliate. The following order of precedence applies to the documents comprising an Agreement: (1) the ICB Pricing Schedule, (2) this Agreement, and (3) the applicable tariff or catalog, except in Connecticut where the order of precedence shall be 1) the ICB tariffs, 2) the ICB Pricing Schedule, 3) this Agreement.

Notices from a Party concerning this Agreement must be written and delivered to the other Party at the address(es) below (i) in person, (ii) by certified mail, return receipt requested, (iii) by traceable overnight delivery, or (iv) by facsimile, electronically confirmed and followed immediately by U.S. Mail. Notice will be effective upon delivery.

AT&T Signature	
	
Authorized Agent or Representative	
LAURA SPEAR	
Print Name and Title	
AUTHORIZED REPRESENTATIVE OR AGENT	
09/11/2007	
Date	

AT&T Agreement
Individual Case Basis Terms & Conditions For State Local Exchange Carrier Telco Services

1. SCOPE; AT&T AFFILIATES

1.1 Scope

A. SBC Global Services, Inc. dba AT&T Global Services on behalf of its Affiliate(s) named below which provide local exchange service ("AT&T"), will provide the Services to Customer under this Agreement which are identified in the Pricing Schedules, and applicable Tariffs or Catalogs ("Tariffs").

B. The pricing, service descriptions and other provisions relating to the Services will be as set forth in: (i) this Agreement's Terms and Conditions; (ii) attached Pricing Schedules; and (iii) the appropriate section of the Tariffs.

C. This Agreement shall remain in effect until all Pricing Schedules provided under this Agreement have expired.

1.2 AT&T Affiliates

Illinois Bell Telephone Company dba AT&T Illinois; Indiana Bell Telephone Company, Incorporated dba AT&T Indiana; Michigan Bell Telephone Company, dba AT&T Michigan; The Ohio Bell Telephone Company dba AT&T Ohio; Wisconsin Bell, Inc. dba AT&T Wisconsin; Southwestern Bell Telephone, L.P. dba in the states of Arkansas, Kansas, Missouri, Oklahoma and Texas as AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas, respectively; Pacific Bell Telephone Company dba AT&T California, Nevada Bell Telephone Company, dba AT&T Nevada; The Woodbury Telephone Company dba AT&T Woodbury; and The Southern New England Telephone Company dba AT&T Connecticut

2. DEFINITIONS

2.1 "Affiliate" means an entity that controls, is controlled by, or is under common control with a Party.

2.2 "Confidential Information" means ideas, know-how, trade secrets, computer programs, technical information, and other confidential information which is disclosed by a disclosing Party to a receiving Party under this Agreement. The terms of this Agreement shall be deemed Confidential Information by the Parties.

2.3 "Cutover" is when the Service is first provisioned or otherwise available for Customer's use at any single Site at the rates provided in a Pricing Schedule.

2.4 "Effective Date" of a Pricing Schedule is the date on which the last party signs this Agreement or, for a subsequently added Pricing Schedule, the date on which the last party signs the Pricing Schedule. If the rules of a regulatory authority having jurisdiction respecting a Service would require a later date, or an applicable tariff filing would require a later date, then the Effective Date of the applicable Pricing Schedule shall be in accordance with such rules.

2.5 "Normal Business Hours" means Monday through Friday, 8:00 a.m. to 5:00 p.m. (local time), excluding AT&T recognized holidays.

2.6 "Order" means any purchase order for Services that references this Agreement (or a Pricing Schedule).

2.7 "Pricing Schedule" means an ICB pricing schedule to this Agreement, either appended hereto or subsequently signed by the parties and referencing this Agreement, which identifies the Services AT&T may provide to you, the price (including discounts) for each Service, and the term during which such prices are in effect ("Pricing Schedule Term"). Pricing Schedules may incorporate an addendum which contains terms and conditions for Services on the Pricing Schedule or a Statement of Work to further describe Services that require more detailed explanation, such as one-time, project-based Services.

2.8 "Service(s)" means any or all services provided by AT&T, as further described in this Agreement or a Pricing Schedule. "Service" includes all of the Service Components Customer orders under a Pricing Schedule

2.9 "Service Component" means the individual components of a Service that Customer orders under a Pricing Schedule.

2.10 "Site(s)" means Customer locations where AT&T is to perform Services.

3. SERVICE-SPECIFIC TERMS AND CONDITIONS

3.1 Limitation on Service. Service is offered subject to the availability and operational limitations of the necessary systems, facilities, and equipment.

3.2 Use of Service. Use of the Service by Customer and any Customer end-user shall at all times comply with applicable laws, regulations and any AT&T written or electronic instructions for use.

3.3 Applicability of Tariffs; Regulatory Jurisdiction. Except as otherwise specified in this Agreement or a Pricing schedule, regulated Services (e.g., local telephone service) are subject to applicable tariffs and/or catalogs (generally available at www.sbc.com or from an AT&T sales representative). Each Pricing Schedule may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, each Pricing Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

AT&T Agreement
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3.4 Regulatory Filing. This Agreement and each Pricing Schedule may be filed with the appropriate state commission. If approval is required and not obtained, then this Agreement and/or the applicable Pricing Schedule will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Services not received.

4. PRICING, PAYMENT AND BILLING

4.1 Pricing Schedule. For custom priced Services, unless otherwise stated in a Pricing Schedule and except in Connecticut (where custom prices are not only set forth in the Pricing Schedule but also contained in ICB Tariffs), the rates and charges stated in the Pricing Schedule are stabilized until the end of the Pricing Schedule Term, and apply in lieu of the corresponding rates and charges set forth in the Tariffs. For Services provided per Tariff pricing, during the Term, rates will not increase above monthly rates set forth in the Pricing Schedule and rate decreases will automatically be applied to the monthly rates. Pricing for any Services that are not listed in a Pricing Schedule will be as described in the Tariffs.

4.2 Discounts. Any discounted rates set forth or referenced in a Pricing Schedule are the only discounted rates applicable to the Services and will be applied to the Services in the manner and to the extent specified in the Tariffs.

4.3 Promotions/Credits/Waivers. Customer is eligible only for promotions, credits or waivers identified in the applicable Pricing Schedule. Unless otherwise stated in this Agreement or the applicable Pricing Schedule, any additional promotions, credits or waivers set out in the Tariffs will not apply.

4.4 Charges. For Services provided under a custom pricing plan, Customer shall pay the non-recurring charge and/or monthly rate which shall commence upon Cutover as listed in the applicable Pricing Schedule.

4.5 Payment and Billing. Customer will pay AT&T (i) the monthly fees and nonrecurring charges set forth in the applicable Pricing Schedule (or at the charges set forth in the applicable Tariff), and (ii) applicable taxes, surcharges, and recovery fees (including universal service fees), and customs and duties. Except as otherwise provided in the applicable Pricing Schedule, (i) billing commences on Cutover; (ii) payment is due within 30 days after the date of invoice; and (iii) payment is subject to AT&T's credit requirements and AT&T may require a security deposit to ensure prompt payment. Customer will advise AT&T of any billing dispute within 30 days after receipt of invoice or the invoice shall be deemed correct. In addition to recovering attorneys' fees and costs of collection, AT&T may assess a late payment fee equal to as prescribed by the applicable Tariff for regulated Services. If Customer pays electronically, Customer agrees to pay using Automated Clearing House (ACH) which shall include remittance information.

5. GENERAL TERMS AND CONDITIONS

5.1 Term and Termination. This Agreement will start on the Effective Date and remain in effect until terminated by either Party as provided herein (the "Term"). Each Pricing Schedule is coterminous with this Agreement, unless the Pricing Schedule specifies a different term. Upon expiration of the term specified, each Pricing Schedule shall remain in effect on a month-to-month basis at AT&T's then current monthly pricing. Customer, and AT&T (in the case of Services that are no longer under a term commitment), may terminate this Agreement or an Pricing Schedule without cause and for convenience upon 30 days' prior written notice. If Customer terminates a Service with a specified term or term commitment, in whole or in part, for convenience or AT&T terminates for Customer's default, on or after Cutover but before the scheduled completion of the Term, Customer shall pay the termination liability (i) specified in the Pricing Schedule; or (ii) if no termination liability is specified, an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) fifty percent (50%) of the recurring monthly charges rate for the terminated Service as set forth in the Pricing Schedule, multiplied by the number of months remaining in the term for the applicable Service at the point of termination, and (c) any special construction liabilities.

5.2 Termination for Breach. This Agreement (or applicable Pricing Schedule) may be terminated immediately by either Party or AT&T may suspend performance hereunder or thereunder, upon written notice to the other Party if the other Party (i) is in material breach (including but not limited to failure to make timely undisputed payments) and such failure or breach is not remedied within 30 days after the terminating Party provides written notice to the breaching Party specifically describing such breach; (ii) ceases to carry on business as a going concern, becomes the object of voluntary or involuntary bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets; (iii) engages in fraud, criminal conduct, or willful misconduct; or (iv) breaches the confidentiality obligations under this Agreement. If Customer terminates a Service or a Service Component for material breach, Customer shall not be liable for any Termination Charges.

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- 5.3 Force Majeure. Except in the case of payment of amounts due, neither Party will be liable to the other Party for any failure of performance due to any cause beyond that Party's reasonable control, including acts of God, fire, explosion, vandalism, terrorism, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action, or request by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays, or preemption of existing Service to restore Service in compliance with the regulatory rules and regulations, or, in the case of AT&T, delays caused by Customer or Customer's service or equipment vendors.
- 5.4 Assignment. Neither this Agreement (including any Pricing Schedule) nor any interest therein may be assigned, sublet, or in any manner transferred by Customer without the prior written consent of AT&T. Any attempted assignment or transfer in contravention of the preceding sentence will be void. AT&T may assign or subcontract any portion of the Services to be performed without Customer's prior written approval.
- 5.5 Use of Confidential Information. During the Term, each Party may obtain Confidential Information from the other Party. Written or other tangible Confidential Information must at the time of disclosure be identified and labeled as Confidential Information belonging to the disclosing Party. When disclosed orally or visually, Confidential Information must be identified as confidential at the time of the disclosure, with subsequent confirmation in writing within 15 days after disclosure. Neither Party may during the Term and for 3 years thereafter disclose any of the other Party's Confidential Information to any third party. Neither Party may use the other Party's Confidential Information except to perform its duties under this Agreement. The Confidential Information restrictions will not apply to Confidential Information that is (i) already known to the receiving Party, (ii) becomes publicly available through no wrongful act of the receiving Party, (iii) independently developed by the receiving Party without benefit of the disclosing Party's Confidential Information, or (iv) disclosed by the disclosing Party to a third party without an obligation of confidentiality. Upon termination of this Agreement or an applicable Pricing Schedule, each Party will return the other Party's Confidential Information.
- 5.6 Customer Information; Access and Safe Working Environment. AT&T may rely on any information provided by Customer and assumes no liability for any damages or costs that result from errors or omissions in such information. Customer shall provide AT&T with timely access to Customer information, facilities or equipment as AT&T reasonably requires to provide the Services and keep AT&T informed on developments in Customer's business or operations that may impact Service. AT&T may share Customer information and Confidential Information (including billing and usage information for Services purchased) with AT&T Affiliates and inform Customer of other AT&T product/service offerings. Customer shall maintain the Site in a suitable and safe working environment, free of Hazardous Materials. Customer represents and warrants that the area of the Site where AT&T performs Services is free of Hazardous Materials. AT&T does not handle, remove or dispose of, nor does AT&T accept any liability for, any Hazardous Materials at the Site. Customer shall pay AT&T for any damages, costs, fines or penalties AT&T incurs as result of the presence or release of such Hazardous Materials. If AT&T encounters any such Hazardous Materials, AT&T may terminate this Agreement or suspend performance until Customer removes and cleans up at its expense Hazardous Materials in accordance with this Agreement and applicable law. For purposes hereof, "Hazardous Materials" means any substance whose use, transport, storage, handling, disposal, or release is regulated to any law related to pollution, protection of air, water, or soil, or health and safety.
- 5.7 Publicity. During the Term, AT&T may refer to Customer, orally and in writing, as a customer of AT&T and may publish a press release announcing in general terms that AT&T and Customer have entered into this Agreement and AT&T may in general terms describe the activities contemplated hereunder. Any other reference to one Party by the other Party requires written consent of the first Party.
- 5.8 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES RELATED TO LOST PROFITS, TOLL FRAUD, LOSS OF USE, AND LOSS OF DATA, OR FAILURE TO REALIZE SAVINGS OR BENEFITS) ARISING UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS. EXCEPT AS OTHERWISE PROVIDED IN ANY APPLICABLE TARIFF, THE TOTAL AGGREGATE LIABILITY OF AT&T, ITS SUPPLIERS, LICENSORS, AFFILIATES, DIRECTORS, OFFICERS, AND/OR EMPLOYEES UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AMOUNTS ACTUALLY PAID BY CUSTOMER DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CIRCUMSTANCES GIVING RISE TO THE FIRST CLAIM FOR DAMAGES UNDER THIS AGREEMENT.
- 5.9 Indemnities. Customer will indemnify and defend AT&T, its directors, officers, employees, agents and their successors ("Agents") from and against any and all third party claims and related loss, liability, damage and expense, including attorneys' fees, (collectively "Damages") arising from improper use of Services or information or any content or data transmitted over any AT&T network or facilities. AT&T will indemnify and defend Customer and its Agents from and against any Damages finally awarded or paid in settlement based on a claim that any Service infringe a U.S. patent or copyright. If a final injunction or judgment is awarded against Customer prohibiting use of Service by reason of

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infringement of a U.S. patent or copyright, AT&T will at its option and expense either (a) procure the right for Customer to continue using the Service; (b) obtain and deliver equivalent non-infringing Service; or (c) terminate the infringing Service and refund to Customer amounts paid for infringing Service, less a reasonable charge for use. An indemnified Party shall provide the indemnifying Party with notice for any claim of indemnity and the indemnifying Party shall have complete authority to assume the sole defense and settlement of such claim. The indemnified Party may participate in the settlement or defense at its own expense and shall reasonably cooperate to facilitate the defense and settlement of such claims.

5.10 Miscellaneous. This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior agreements, representations, and understandings relating to the subject matter hereof. No modifications or subsequent agreements concerning the subject matter of this Agreement will be effective unless made in writing and signed by the Parties. The parties agree that this transaction may be conducted by electronic means. AT&T shall not be bound by any electronic or pre-printed terms additional to, or different from, those in this Agreement that may appear in Customer's form documents, orders, acknowledgments or other communications. Customer shall not resell any Services without AT&T's written consent. Any legal action arising under this Agreement must commence within 2 years after the cause of action arises. AT&T, its employees, agents, and representatives are not employees, servants, partners, or joint venturers of or with Customer. AT&T is an independent contractor and will at all times direct, control, and supervise all of its employees. This Agreement will be governed by the laws of Texas, without regard to its conflicts of law rules. The Parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement is determined to be invalid or unenforceable, this Agreement will be construed as if it did not contain such provision. The failure of a Party to insist upon strict performance of any provision of this Agreement in any one or more instances will not be construed as a waiver or relinquishment of such provision and the same will remain in full force and effect.

6. SERVICES AND JURISDICTION CERTIFICATION

Customer acknowledges and certifies that the interstate traffic (including Internet traffic) constitutes **ten percent (10%) or less** of the total traffic on any non-switched circuit(s) purchased under any ICB Pricing Schedule associated with this Agreement. In California, Nevada, Illinois, Indiana, Michigan, Ohio and Wisconsin this clause is not applicable when AT&T DS1 or DS3 Service is used solely for the transport portion of AT&T local access ISDN Primary Rate Interface (PRI) service or AT&T Digital Transport Service-Enhanced channel(s).

7. INSTALLATION AND CUTOVER

Cutover of Service hereunder requires the installation of certain equipment and facilities on AT&T's side of the demarcation point. Customer shall be responsible for providing adequate space and power, as determined by AT&T, for equipment requirements at the designated locations. If Cutover is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any force majeure event as defined in the "Force Majeure" provision of the Agreement, AT&T shall have the right to extend Cutover for a reasonable period of time equal to at least the period of such delay and consequences.

If Customer cancels this Agreement or a Pricing Schedule before the Service is Cutover for reasons not excused herein, Customer shall reimburse AT&T for all expenses incurred in processing the order and in installing the required equipment and facilities completed up to the date of cancellation as specified in the Tariffs.

All equipment, facilities and lines furnished by AT&T are the sole property of AT&T and are provided upon condition that they will be installed, relocated, removed, changed and maintained exclusively by AT&T as it deems appropriate in its sole discretion.

8. SERVICE AND MAINTENANCE OBLIGATIONS

AT&T represents to Customer, for the Term, that the Service shall operate substantially and materially in accordance with the specifications in the applicable Tariff. If, under normal and proper use, the Service fails to perform substantially as specified above, and Customer notifies AT&T within the Term, AT&T shall correct such Service degradations or failures without charge to Customer, in accordance with the terms of this Agreement. Customer may report service and feature problems seven (7) days per week and twenty-four (24) hours per day. AT&T's repair obligation does not include damage, defects, malfunctions, service degradations or failures caused by Customer's or third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides AT&T with access on its side of the demarcation point to enable AT&T to perform maintenance or repair work.

In the event of a Service interruption, a credit allowance will be made for the affected portion of the Service to the extent specified by Tariff. No other liability shall attach to AT&T as a result of such interruption to Service. **THE FOREGOING REPRESENTATION IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST AT&T, FOR LOSS OR**

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DAMAGE CAUSED BY, OR ARISING IN CONNECTION WITH, THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICE PROVIDED PURSUANT TO THIS AGREEMENT SHALL BE THE OBLIGATIONS OF AT&T AS SET FORTH IN THIS AGREEMENT.

Equipment and facilities furnished by AT&T on Customer's premises, or any property, shall be returned to AT&T in good condition, reasonable wear and tear thereof excepted. In case of damage, loss or destruction of any of AT&T's equipment or facilities, and not due to the negligence of AT&T; or to fire, storm or other like casualty, Customer shall pay to AT&T the lesser of the value of the equipment, facility or line damaged, lost or destroyed, or the cost of restoring it to its original condition, as the case may be, less ordinary wear and tear.

9. Terms and Conditions only applicable to Pricing Schedules with custom priced Services in California. If Customer is not purchasing Services in California under an ICB Pricing Schedule under this Agreement, then this section does not apply to Customer.

- 9.1 Confidentiality. Customer requests that its identity be kept confidential and not be publicly disclosed in connection with any required regulatory filings by AT&T or the California Public Utilities Commission (CPUC), unless required by law.
- 9.2 IntraLATA Usage. Customer's locations with average monthly inbound and outbound intraLATA usage volumes equal to or greater than 8000 minutes of use, are defined as High Volume Locations. All other Locations are defined as Low Volume Locations. AT&T California will provide a list of the High Volume Locations to Customer prior to the Effective Date of the Pricing Schedule. All new locations are assumed to be Low Volume Locations until AT&T California evaluates the actual usage volumes. The Locations List and all new locations shall be evaluated and updated on the anniversary date of this Pricing Schedule or as otherwise mutually agreed to insure that Locations are in the proper category.
- 9.3 Direct Dialed Calling Card. The Direct Dialed Calling Card "per message" service and pay phone charges set forth in AT&T California's Tariff Schedule D.11 shall also apply. Calling card calls that originate outside of AT&T California's franchise territory or are operator assisted are not included in this Agreement and such calls will be billed at the prevailing tariff price.
- 9.4 The IntraLATA Local Toll and Direct Dial Local (Zone) 3 Service provided under the Pricing Schedule shall be billed in initial increments of eighteen seconds and subsequent increments of one second. Direct Dial Local and Zone Usage Measurement Service (Zone 1 and 2) provided under the Pricing Schedule shall be billed in increments of one minute. Custom 8 service shall be billed in 1/1000th of an hour increments. The monthly recurring charge for Custom 8 is not included in the Custom 8 per minute price.
- 9.5 Customer must maintain a minimum annual average message (call) length of one minute for the following California Services provided hereunder: IntraLATA Toll, Direct Dialed Calling Card and/or IntraLATA Local Toll and Direct Dial Local (Zone) 3 Service. If Customer fails to maintain an annual one minute average call length for any of the Services, Customer will be charged the difference between the price(s) for the actual call length average and the price(s) for the one minute average. The discount prices will take effect within fifteen days of the Commencement Date of the Pricing Schedule, except that the discount price for billed telephone numbers ("BTN's") installed in the forty-five day period prior to the Commencement Date or anytime thereafter will take effect on the next bill round date after the Commencement Date.
- 9.6 *Unless otherwise stated in the Pricing Schedule, the prices set forth in the Pricing Schedules do not include applicable Federal Access End User Common Line Charges, local number portability charges, CPUC or FCC mandated surcharges or applicable taxes, toll usage, directory listings or other miscellaneous Tariff charges. Applicable Federal Access End User Common Line Charges, local number portability charges, tariff prices, surcharges and taxes will be billed on a monthly basis. AT&T California's Tariff Schedule Cal. P.U.C. No. A2.1.33, surcharges/surcredits, are not applicable to the prices set forth in the Pricing Schedules.*
- 9.7 Except if specified in a Pricing Schedule, the Services set forth in the Pricing Schedules do not include intrabuilding network cable, Simple Inside Wire, repair services for such cable and wire, wiring associated with Customer-provided terminal equipment, Off-premises station mileage, or usage associated with Foreign Exchange Service, Data Lines, or Tie Lines.
- 9.8 Customer acknowledges and warrants that it lacks requisite regulatory authority such as Certificates of Public Convenience and Necessity ("CPCN") or other like authorization to resell services, and Customer is prohibited from reselling the Service provided pursuant to this Schedule to any other customers. However, Customer may make the Services provided hereunder available to its own subsidiaries or to legally affiliated entities. If Customer obtains regulatory authority to resell services and attempts to resell the Services provided hereunder, AT&T may, on ten days written notice, terminate any Schedule or portion of a Schedule for regulated local exchange telco Services in California.

AT&T Agreement
Individual Case Basis Terms & Conditions For State Local Exchange Carrier Telco Services

10. Terms and Conditions only applicable to Pricing Schedules with custom priced Services in Ohio. If Customer is not purchasing Services in Ohio under an ICB Pricing Schedule under this Agreement, then this section does not apply to Customer.

To the extent this Agreement relates to regulated Services provided in Ohio:

- 10.1 Inclusion of termination liability in this Agreement or any Pricing Schedule does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability is approved or sanctioned. The Customer is free to pursue its legal remedies should a dispute arise.
- 10.2 Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.
- 10.3 In Ohio, Customer is not precluded from disclosing the terms and conditions of this Agreement or any Ohio Pricing Schedule to another entity.

11. ENTIRE AGREEMENT

This Agreement (including Pricing Schedules and attachments) and the Tariff(s), are the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals or understandings, whether written or oral. This Agreement may not be modified except by a writing signed by both parties.

AT&T California - ICB Pricing Schedule for State Tariff Services	Agreement date last signed _____
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**AT&T Telecommunications Services
State Tariff Services Within AT&T's Franchise Territory in the State of California - ICB Pricing Schedule**

CUSTOMER ("Customer")	AT&T Global Services ("AT&T")	AT&T Sales Contact Name <input checked="" type="checkbox"/> Primary Contact
	SBC Global Services, Inc. dba AT&T Global Services on behalf of its Affiliates	Name: Lynn Simmons
CUSTOMER Address	AT&T Address	AT&T Sales Contact Information and for Contract Notices
	One AT&T Plaza Dallas, Texas 75202	Street Address: 7620 Convoy Court, Room 102 City: San Diego State: California Zip Code: 92111 Fax: 858-278-7094 Email: ls5952@att.com Sales/Branch Manager: SCVP/RVP Name: Ken Harth
CUSTOMER Contact	CUSTOMER Billing Address	AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Contact

This Individual Case Basis (ICB) Pricing Schedule ("Schedule") is an attachment to the Agreement between AT&T and Customer referenced above, and is part of the Agreement.

AT&T Affiliate: Pacific Bell Telephone Company dba AT&T California

SO AGREED by the parties' respective authorized signatories:

AT&T GLOBAL SERVICES

By: *Laura Spear*

Typed or
Printed Name: LAURA SPEAR

Title: AUTHORIZED REPRESENTATIVE OR AGENT

Date: 09/11/2007

AT&T California - ICB Pricing Schedule for State Tariff Services	Agreement date last signed _____
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GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the Services subscribed to by Customer under this Pricing Schedule. ICB pricing is offered to Customer pursuant to this Pricing Schedule because of the unique size or configuration of these business services.

1. GENERAL DESCRIPTION OF SERVICE TO BE PROVISIONED, INSTALLED AND MAINTAINED.

The Service(s) described below is provisioned solely by AT&T, and is not jointly provisioned with any other carrier.

Service	Description
OPT-E-MAN®	<p><u>OPT-E-MAN® Service.</u> (“Service”) OPT-E-MAN® Service provides a fiber-based service that transparently interconnects two or more Customer locations within a Metropolitan Area Network (MAN) as if they were segments on the same LAN using packet-based switching technologies. The Service provides dedicated bandwidth from 5 Mbps up to 1 Gbps. The handoff to Customer will be a 10/100 Mbps or 1 Gbps Ethernet interface.</p> <p>Customers may connect any two or more locations together, as long as they are in the same LATA or MAN and the Service is available. The Service offers logical point-to-point or point-to-multipoint or multipoint-to-multipoint configurations that support Ethernet-to-Ethernet LAN connections. If Customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 connectivity, only 50 Media Access Control (MAC) addresses can be used per Layer 2 device, per port. Any additional MAC addresses will be assigned additional charges, with a limit of 100 MAC addresses total per port as set forth in the applicable tariff.</p>

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term and Term Start Date
The term of this Pricing Schedule shall begin upon Cutover but if regulatory approval is required, in no event shall Cutover occur prior to the date of approval by the California Public Utilities Commission (CPUC), and will continue for sixty (60) months (“Pricing Schedule Term”). No rates or discounts shall be applied prior to Cutover. Upon the expiration of the Pricing Schedule Term, any rates or discounts provided hereunder will no longer apply.

Effective Date of Rates and Discounts	Pricing Schedule Term Start Date
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3. GROWTH / ADDITIONAL SERVICES, INSTALLATION, ADDS, MOVES AND CHANGES

The price in Section 4.1 below also includes the non-recurring charge (or a portion thereof) to initially provision and install the new quantities of Service(s) as set forth in Section 4.2.

Unless otherwise stated herein, for all other installations, adds, moves and changes of any Service provided hereunder, Customer will pay the prevailing tariff monthly and non-recurring charge.

The six month period after Cutover of the first location shall be the “Ramp Up Period”. Billing shall begin for each individual location listed in Exhibit 1 below, as it is installed, at a monthly price of \$997.50 each. The Monthly Quantity Commitment listed below of \$3,990.00 shall begin no later than six (6) months from the completion of the installation of the first location from among those listed in Exhibit 1 below. If all locations are installed before the end of Ramp-Up Period, AT&T shall bill the Customer the Monthly Quantity Commitment below at that earlier date.

AT&T California - ICB Pricing Schedule for State Tariff Services	Agreement date last signed _____
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4. REVENUE COMMITMENT AND RATES

4.1. Revenue Commitment

Monthly Quantity Commitment	\$3,990.00
<p>Customer has elected to pay on a monthly basis for the term of this Pricing Schedule. The monthly price set forth above is for the minimum quantity of Service as set forth and described in Section 4.2 below. The price includes the monthly service charge for the minimum quantities.</p> <p>If Customer elects to decrease the Service to less than the minimum quantities described in Section 4.2 below, Customer will continue to pay the monthly price set forth above.</p>	

4.2. Rates:

Service Components, Quantities, Monthly Rates

Service	Description – Service Components	USOC	Quantity New	Quantity Existing	Monthly Recurring Rate, each
OPT-E-MAN	OPT-E-MAN [®] Basic Connect 100Mbps	P9FEX	3	0	\$278.94
OPT-E-MAN	OPT-E-MAN [®] Basic Connect 1Gbps	P9FGX	1	0	\$412.31
OPT-E-MAN	CIR Speeds 250Mbps (Silver)	R6EQC	1	0	\$958.09
OPT-E-MAN	CIR Speeds 50Mbps (Silver)	R6EHC	3	0	\$594.26

End of Document this Section – Locations follow

AT&T California - ICB Pricing Schedule for State Tariff Services	Agreement date last signed _____
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AT&T TELECOMMUNICATION SERVICES PRICING SCHEDULE INCLUDES PRICING FOR SERVICES PROVIDED AT THE CUSTOMER LOCATIONS NOTED BELOW

5. SERVICE LOCATIONS IN CALIFORNIA

OPT-E-MAN LOCATIONS

End of Document