

GENERAL TERMS AND CONDITIONS

A. Application

1. This Product Guide sets forth the prices, charges, terms and conditions under which Customers ("Customer," "you" or "your") agree to use the services (as defined below) and under which Verizon California Inc. ("Verizon," "Company" or "we") agrees to provide the services to Customers, unless otherwise noted. The general terms and conditions set forth below apply to all services in the Product Guide.
2. The Product Guide is set forth on the Verizon website (the "Website") at <http://www.verizon.com/tariffs>. You may also obtain further information regarding the terms and conditions applicable to the ordered service by telephoning Verizon at 800-483-3000 for residential customers or 800-483-5700 for business customers.
3. The Product Guide becomes a binding contract following your acceptance of the terms and conditions applicable to the ordered service. You are deemed to have accepted the terms of the Product Guide applicable to your service upon your order of, use of, or payment for the service.
4. The services in the Product Guide are not subject to the prices, charges, terms and conditions contained in Verizon's tariffs on file with the California Public Utilities Commission (CPUC), except to the extent (i) selected tariff provisions have been expressly incorporated into the Product Guide or (ii) the terms and conditions in Verizon's tariffs are required by federal or state law or by CPUC decisions or orders. The Product Guide hereby incorporates by reference the following provisions set forth in the Verizon California Inc. General Exchange Tariff:
 - (i) Schedule D&R: Definitions and Rules No. 1-14, 16, 17, 20, 22, 24, 25, 27, 28, 31, 34 and 35.
 - (ii) Schedule A-31: Line Extension and Service Connection Facilities in Suburban Areas
 - (iii) Schedule A-42: Promotional Pricing
5. Unless expressly stated otherwise, the Product Guide also applies to Customers who have entered into a separate contract for services for a specified time period; provided, however, in the event of a conflict between the terms in the separate contract and the terms in the Product Guide, the terms in the separate contract shall control with respect to services subject to that contract.

Effective: December 1, 2008

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2. The Product Guide is set forth on the Verizon website (the "Website") at <http://www.verizon.com/tariffs>. You may also obtain further information regarding the terms and conditions applicable to the ordered service by telephoning Verizon at 800-483-3000 for residential customers or 800-483-5700 for business customers.
3. The Product Guide becomes a binding contract following your acceptance of the terms and conditions applicable to the ordered service. You are deemed to have accepted the terms of the Product Guide applicable to your service upon your order of, use of, or payment for the service.
4. The services in the Product Guide are not subject to the prices, charges, terms and conditions contained in Verizon's tariffs on file with the California Public Utilities Commission (CPUC), except to the extent (i) selected tariff provisions have been expressly incorporated into the Product Guide or (ii) the terms and conditions in Verizon's tariffs are required by federal or state law or by CPUC decisions or orders. The Product Guide hereby incorporates by reference the following provisions set forth in the Verizon California Inc. General Exchange Tariff:
 - (iv) Schedule D&R: Definitions and Rules No. 2, 4-13, 24, 25, 28, 31, 34 and 35.
 - (v) Schedule A-31: Line Extension and Service Connection Facilities in Suburban Areas
 - (vi) Schedule A-42: Promotional Pricing
5. Unless expressly stated otherwise, the Product Guide also applies to Customers who have entered into a separate contract for services for a specified time period; provided, however, in the event of a conflict between the terms in the separate contract and the terms in the Product Guide, the terms in the separate contract shall control with respect to services subject to that contract.

Effective: December 1, 2008

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions

1. **Services.** The term "service" or "services" as used in Section 2.A. and 2.B.1. through 2.B.10. is defined to mean all retail telecommunications products or services offered by Verizon in California for which the prices, charges, terms and conditions of sale are specified in the Product Guide except where the context requires otherwise.
2. **Prices.** You are responsible for all charges associated with the services and rate plan selected, including all taxes, fees, surcharges, usage charges, telecommunications surcharges (e.g., Universal Service Fund fees) or other applicable governmental charges due on account of the services. Such taxes, fees and/or surcharges are subject to change without notice to Customer except as may be required by law. Charges for ancillary services, including but not limited to, charges for installation, change orders, directory assistance and operator services used by Customer will be imposed at Verizon's current prices and such charges are also subject to change without notice to Customer except as may be required by law. Promotional pricing and terms will expire in accordance with the terms applicable to each promotion, without further notice to you.
3. **Unauthorized Use.** Verizon shall not be liable for any damages, including charges for services that Customer may incur as a result of the unauthorized use or misuse of the services by Customer's family, guests, employees or third parties. Customer shall remain responsible for such charges to the extent permitted by law.
4. **Indemnification.** Customer agrees to defend, indemnify and hold Verizon, its employees, affiliates and agents, harmless from any and all losses, claims, demands, damages, expenses (including reasonable attorneys' fees), or any liability whatsoever, arising from any use of the services by you or any person you permit to use the services, including without limitation, liability resulting from the content of communication such as defamation, fraud or invasion of privacy, any combination of the services with other products or services not provided by Verizon, any modification of the services or any infringement of intellectual property.
5. **WARRANTY DISCLAIMER.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PRODUCT GUIDE, VERIZON DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NON-INFRINGEMENT. YOU AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VERIZON DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions –Continued

6. Limitation of Liability

6.1 **EXCEPT FOR DAMAGES RESULTING FROM THE UNAUTHORIZED OR ILLEGAL USE OF THE SERVICES BY YOU OR YOUR FAMILY, GUESTS OR EMPLOYEES, NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING IN CONNECTION WITH THE SERVICES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.**

6.2 EITHER PARTY'S MAXIMUM TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THE SERVICES, FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, SHALL BE:

6.2.1 FOR DAMAGES DUE TO FAILURES OR DISRUPTIONS IN THE SERVICES CAUSED BY THE PARTY'S NEGLIGENCE OR BREACH OF OBLIGATIONS UNDER THE PRODUCT GUIDE, THE CHARGES FOR THE AFFECTED SERVICES FOR THE PERIOD OF THE FAILURE;

6.2.2 FOR DAMAGE TO REAL OR PERSONAL PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON PROXIMATELY CAUSED BY THE PARTY'S NEGLIGENCE, THE AMOUNT OF DIRECT DAMAGES PROVEN;

6.2.3 FOR INDEMNITY, THE REMEDIES SET FORTH IN SECTION B.4;

(T)

6.2.4 FOR ANY DAMAGES ARISING OUT OF THE WILLFUL OR INTENTIONAL MISCONDUCT OF THE PARTY, THE AMOUNT OF DIRECT DAMAGES PROVEN;

6.2.5 FOR ALL OTHER DAMAGES NOT SET FORTH ABOVE AND NOT EXCLUDED UNDER THE PRODUCT GUIDE, EACH PARTY'S MAXIMUM LIABILITY DURING ANY TWELVE MONTH PERIOD SHALL BE LIMITED TO THE LESSER OF (i) DIRECT DAMAGES PROVEN, OR (ii) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THE PRODUCT GUIDE FOR THE ONE MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION.

6.3 NOTHING IN THIS SECTION SHALL LIMIT YOUR LIABILITY TO VERIZON FOR ANY AND ALL CHARGES INCURRED FOR THE SERVICES.

Effective: December 1, 2008

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions – Continued

7. **Termination of Services.** Verizon may discontinue or limit use of the services by a Customer for non-payment, non-compliance with Company terms, fraudulent use, and other conditions as provided in the Verizon California Inc. General Exchange Tariff, Schedule D&R, Rule No. 11 as incorporated herein.
8. **Performance Excused.** Verizon's performance shall be excused if said performance is delayed or prevented due to events known as force majeure, acts of any third party, or any cause(s) beyond our reasonable control, including, but not limited to, fire, vandalism, cut cable, power failures or labor difficulties.
9. **Customer Responsibilities.** You agree to provide us with the access and support required to allow us to implement, maintain and provide the services. You shall ensure that the facilities or equipment provided by you are properly interconnected with the services, facilities and equipment provided by Verizon. Verizon shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by you or a third party and you shall be liable if such facilities cause damage to Verizon, our customers, and/or our providers. You are solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of services and Verizon shall have no liability therefore.
10. **Miscellaneous**
 - 10.1 The Product Guide, including these general terms and conditions, constitutes the entire agreement of the parties with respect to the services and takes the place of all prior agreements, negotiations, and representations, whether written or oral, concerning the services. Verizon may revise the terms and conditions of the Product Guide. We may decrease prices without prior notice. Increases to the prices or changes to the Product Guide resulting in more-restrictive terms or conditions shall be effective no sooner than thirty (30) days after notice is provided in a bill insert, as a message printed on your bill, in a separate mailing, or by any other reasonable method permitted by law. If you do not agree to the revision(s), you may terminate your service(s) within thirty (30) days of the date the notice was mailed, and you will not incur charges for early termination of an applicable term agreement. Failure to terminate your service(s) within thirty (30) days of the date the notice was mailed will be deemed acceptance of such revisions, and any termination after said date will be subject to early termination charges. Price increases and more-restrictive terms do not include (i) the introduction of a new service, (ii) the addition of a new feature to existing service, or (iii) the imposition of governmental charges. You shall pay all charges incurred up to the time of service discontinuance. By continuing to use, pay for, or order the service(s) after revisions are in effect, you are accepting and agreeing to all revisions.
 - 10.2 Either party's failure to enforce any of the provisions of the Product Guide or to exercise any right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of the Product Guide. Any waiver must be written and signed by the Parties. The invalidity or unenforceability of any part of the Product Guide will not affect the other parts thereof, and the remaining terms and conditions of the Product Guide shall continue to apply as necessary to reflect the original intention of the parties.
 - 10.3 Customer shall not transfer, assign or resell the services without the prior written consent of Verizon. Verizon may freely assign or transfer all or part of our rights under the Product Guide without notice provided Verizon shall notify affected Customers at least 30 days before any transfer of ownership or customer base.

Effective: December 1, 2008

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions - Continued

11. Description Of Service

a. General

Exchange service is available through facilities owned and maintained by the Company in accordance with the Company's standards, where operating conditions and facilities permit, and, in multi-office exchanges, is operated from the central office designated by the Company. The Company is not obligated to provide service except under reasonable conditions. Provision of all services is limited to situations where compatibility with central office systems remains technically feasible.

b. Service

The Company furnishes service under its effective rate schedules, and in general, as follows:

1) Class of Service

- a) Business service
- b) Residence service

2) Type of Service

- a) Flat rate service
- b) Message rate service
- c) Coin box service
- d) Measured rate service

3) Grade of Service

For grades of service furnished in the various exchange areas, see Schedules of Rates.

Grade of Service

- a) Individual line
- b) Private branch exchange

- c. Miscellaneous service and private lines are furnished by the Company in accordance with this Product Guide and the Company's tariffs.
- d. Service is furnished at the base rates shown in the exchange service schedules where service locations of the customer are on the premises on which the primary service, private branch exchange service, call receiving service or receiving service is located.
- e. The application of business and residence rates for telephone service is governed by the actual or obvious use made of the service by the customer. If residence service is found to be used principally for business purposes, the Company will furnish business service, except in cases where the customer will thereafter use the service for domestic or social requirements.

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions – Continued

11. Description Of Service – Continued

f. Bell Limitations

- 1) Each individual primary line will accommodate a maximum of four bells; each suburban line will accommodate two bells.

g. Off-Premises Terminations and Private Branch Exchange Stations

If so specified in the rate schedules, additional terminations of primary services or private branch exchange lines will be connected off the premises on which the primary service or private branch exchange lines are located in accordance with the following:

1) Same Customer

An off-premises additional termination of a primary line or private branch exchange line will be connected on a premises of the customer provided it is for the use of the customer and is located within standard transmission limits, except that an additional termination of a residence service or residence private branch exchange line will not be connected on a business premises other than set forth in Schedule Cal. P.U.C. No. C-1 for residence extension lines connected at a telephone answering service, and Section 4 of this Product Guide for additional terminations of residence service terminating on other business premises.

2) Different Customer

An off-premises additional termination of a primary service or private branch exchange termination will be installed on a premises of a party other than the customer to the off-premises service provided the occupant of the premises on which the service is to be installed is a customer to individual line, party line or private branch exchange system service, and the service is located within standard transmission limits, except that an additional residence service termination will not be installed on a business premises other than terminating at a telephone answering service, and Section 4 of this Product Guide for additional terminations of residence services terminating on other business premises.

h. Private Branch Exchange Service

- 1) See Section 1 of this Product Guide for definition of Private Branch Exchange Service.
- 2) See Section 8A and Section 4 of this Product Guide for descriptions of service features of Centrex service and Direct Inward Dialing service. (T)

Effective: December 1, 2008

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions – Continued

11. Description Of Service - Continued

f. Bell Limitations

- 1) Each individual primary line will accommodate a maximum of four bells; each suburban line will accommodate two bells.

g. Off-Premises Terminations and Private Branch Exchange Stations

If so specified in the rate schedules, additional terminations of primary services or private branch exchange lines will be connected off the premises on which the primary service or private branch exchange lines are located in accordance with the following:

1) Same Customer

An off-premises additional termination of a primary line or private branch exchange line will be connected on a premises of the customer provided it is for the use of the customer and is located within standard transmission limits, except that an additional termination of a residence service or residence private branch exchange line will not be connected on a business premises other than set forth in Schedule Cal. P.U.C. No. C-1 for residence extension lines connected at a telephone answering service, and Section 4 of this Product Guide for additional terminations of residence service terminating on other business premises.

2) Different Customer

An off-premises additional termination of a primary service or private branch exchange termination will be installed on a premises of a party other than the customer to the off-premises service provided the occupant of the premises on which the service is to be installed is a customer to individual line, party line or private branch exchange system service, and the service is located within standard transmission limits, except that an additional residence service termination will not be installed on a business premises other than terminating at a telephone answering service, and Section 4 of this Product Guide for additional terminations of residence services terminating on other business premises.

h. Private Branch Exchange Service

- 1) See Section 1 of this Product Guide for definition of Private Branch Exchange Service.
- 2) See Section 8 and Section 4 of this Product Guide for descriptions of service features of Centrex service and Direct Inward Dialing service.

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions – Continued

11. Description Of Service – Continued

i. Product Grouping

The Company may refer to groups of products and/or services by distinctive, collective phrase(s). These phrases will be used when discussing the Company's product line with customers and in advertisements. The Company shall make available each product and/or service that make up these groups along with the rate and charge information for each individual product and/or service. The Company shall inform its customers that the components of a product/service grouping may be purchased individually. (Group names will not be included in individual product sections of this Product Guide.)

j. Special Access Lines

Special Access lines will be furnished in accordance with Facilities for IntraState Access schedules for communication between terminations thereon and will not be connected with the Company's exchange service lines except as expressly provided in Special Access Line Service Schedule Cal. P.U.C. No. C-1.

k. Exchange Service Telephone Calls Billed To Other Than The Service From Which The Message Originates

Upon request, the charges for a telephone call between two exchange primary services located within each other's local service area may be:

- 1) Billed to or collected from the called telephone (i.e., charges may be reversed), or
- 2) Billed to other than the calling or called primary service.

For messages described above, the rates and special conditions applicable are as provided in Section 16 of this Product Guide.

l. Channels For Customer-Owned Station Apparatus

The Company will furnish channels between two or more designated premises within an exchange area or between a designated premises and the serving central office, subject to the particular schedule under which the respective channels are furnished.

m. Contract Inspection

In accordance with Public Utilities Code 489(a), any person wanting to view copies of executed contracts can send a written request to:

Vice President - Regulatory

201 Spear Street, 7th Floor

San Francisco, CA 94105

(C)

(T)

Effective: December 1, 2008

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions – Continued

11. Description Of Service – Continued

i. Product Grouping

The Company may refer to groups of products and/or services by distinctive, collective phrase(s). These phrases will be used when discussing the Company's product line with customers and in advertisements. The Company shall make available each product and/or service that make up these groups along with the rate and charge information for each individual product and/or service. The Company shall inform its customers that the components of a product/service grouping may be purchased individually. (Group names will not be included in individual product sections of this Product Guide.)

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Vice President - Regulatory

711 Van Ness Avenue, Suite 300

San Francisco, CA 94102

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GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions - Continued

12. Charges For Overtime

Where the work in connection with new installations, moves, changes or rearrangements is performed outside regular working hours at the customer's request, an additional nonrecurring charge based on the overtime labor cost will be applicable as follows:

- a. When the normal work week is Monday through Friday and the customer requests work to be performed on Saturday, and providing the customer does not give sufficient notice to allow rescheduling of the work week, overtime charges will apply to work performed on Saturday.

Where the normal work week is Monday through Saturday no overtime charges will apply to work performed on Saturday.

- b. Overtime charges will apply when, at the specific request of the customer, the work is to be performed on Sundays, holidays or during evening hours after 5 P.M.
- c. The additional charge will be equivalent to the difference in cost between straight time and overtime for the actual man-hours of overtime, based on the average hourly rate of pay of the labor used in performing the required work.
- d. Upon request the customer will be furnished with an advanced estimate of the charges applicable under this condition.
- e. Overtime charges under this condition will not be applicable to service connection charges for business or residence individual or party line primary services.

Effective: December 1, 2008

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions - Continued

13. Service Performance Guarantee For Residential Customers

- a. If a residence-class or a Universal Lifeline Telephone Service customer requests installation of a new or a subsequent service or repair of an existing service, and the installation or repair is not completed as agreed, the customer will be eligible to receive a credit of \$25.00.
- b. One credit per service order or per trouble report may be applied, if an installation or repair involves services from this Product Guide but excludes the following:
 - Customer Premises Equipment (CPE) and Inside Wire
 - Facilities for IntraState Access
- c. Each credit shall be limited to \$25.00 for each service order or trouble report.
- d. A credit will be extended in accordance with the above conditions at the request of the customer.
- e. A credit will be extended in accordance with the above conditions only after the Company fails to meet a commitment or fails to restore Company-owned facilities used to provide any service other than those specified above as exceptions.
- f. Credits will be provided to residential-class and Universal Lifeline Telephone Service (ULTS) customers within all exchanges.
- g. The Company's commitment to residential customers shall constitute a limited exception to the limitations of liability contained in B.6 of this Section. The Company's commitment to residential customers in no way constitutes a waiver of the provisions in B.6.

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions – Continued

14. (Reserved for Future Use)

(C)

(D)

(D)

Effective: December 1, 2008

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions - Continued

14. Service Performance Guarantee For Business Customers

- a. If a business-class customer requests installation of a new or a subsequent service or repair of an existing service, and the installation or repair is not completed as agreed, the customer will be eligible to receive a credit of \$100.00.
- b. One credit per service order or per trouble report may be applied, if an installation or repair involves services from this Product Guide but excludes the following:
 - Customer Premises Equipment (CPE) and Inside Wire
 - Customer Owned Pay Telephone (COPT)
 - Facilities for IntraState Access
- c. Each credit shall be limited to \$100.00 for each service order or trouble report.
- d. A credit will be extended in accordance with the above conditions at the request of the customer.
- e. A credit will be extended in accordance with the above conditions only after the Company fails to meet a commitment or fails to restore Company-owned facilities used to provide any service other than those specified above as exceptions.
- f. Credits will be provided to business-class customers within all exchanges.
- g. The Company's commitment to business customers shall constitute a limited exception to the limitations of liability contained in B.6 of this Section. The Company's commitment to residential customers in no way constitutes a waiver of the provisions in B.6.

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions – Continued

15. Termination Liability

- a. In the event the service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for one of the early termination charges described below. (T)
(C)
- b. Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the customer may terminate the service without incurring an early termination charge. (L)
(L)
- 1 - For all applicable customers excluding business customers identified in B.15.a.2. below, the amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC), excluding any promotional discounts, for the remainder of the term in months. For example: (C)
(C)

$$25\% \times \text{MRC} \times \# \text{ of Lines/Channels/Paths} \times \text{Remainder of Term} = \text{Termination Charge} \quad (L^1)$$

End of Term Options (T)

1. Prior to the end of the term commitment period, the customer may select one of the following options, to be effective at the end of the term:
 - a. Renew their term commitment,
 - b. Commit to a new term period,
 - c. Arrange for a change of service, or
 - d. Arrange for termination of the service.
2. In the event the customer does not select one of the above options, the customer will be converted to the shortest-term period available under this Product Guide (e.g., month-to-month, one year, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the customer terminates the service within sixty (60) days of the conversion date.
- 2 – The following terms apply to business customers who subscribe to the following services on or after June 1, 2014, new Basic Exchange Access Line Business Service lines or trunks or CentraNet CustoPAK Service lines, under the 24-month term plan, or those business customers with eligible lines under Item 1 above who choose to subscribe those lines to a 24-month plan under these terms. (N)

In the event the service is terminated by the customer prior to the completion of the current term commitment period, the customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be 35% of the monthly recurring charge(s) (MRC), excluding any promotional discounts for the line(s) being terminated multiplied by the remainder of the term in months.

For example:

$$\text{Termination Charge} = 35\% \times \text{MRC} \times \# \text{ of lines terminating early} \times \text{remainder of term}$$

The remainder of term will be calculated based upon the number of days left in the 24-month term divided by 30. (N)

(L¹) Material relocated to 15.b. on this Sheet.

(N)

Effective: December 1, 2008

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions - Continued

15. Termination Liability

In the event the service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term. For example:

$$25\% \times \text{MRC} \times \text{\# of Lines/Channels/Paths} \times \text{Remainder of Term} = \text{Termination Charge}$$

Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the customer may terminate the service without incurring an early termination charge.

a. End of Term Options

1. Prior to the end of the term commitment period, the customer may select one of the following options, to be effective at the end of the term:
 - a. Renew their term commitment,
 - b. Commit to a new term period,
 - c. Arrange for a change of service, or
 - d. Arrange for termination of the service.
2. In the event the customer does not select one of the above options, the customer will be converted to the shortest-term period available under this Product Guide (e.g., month-to-month, one year, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the customer terminates the service within sixty (60) days of the conversion date.

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions - Continued

15. Termination Liability – Continued

a. Continued

2 - Continued

End of Term Options:

1. The plan will automatically renew for another 24-month term under the same terms, except that the monthly rate will be adjusted to the prevailing plan rate in effect at the time of renewal. In the event the customer terminates service within the first 30 days following automatic renewal, the Termination Liability Charge will be waived.
2. The customer may call anytime within 30 days before the end of a term to arrange for termination of the service or conversion to a month-to-month service at the end of the then current term. Customers may also terminate their term plan within the first 60 days following an automatic renewal and the early termination charge will be waived. The plan will not automatically renew if the customer or the Company contacts the other to cancel within sixty (60) days before the renewal date. (C)
(C)

Coterminous Lines – The terms and expiration dates of all lines subscribed to or renewed under Plan 2 and within the same account will be coterminous based upon the date of the first line established.

Lines subscribed to under this section 15.a.2 may not be combined with features, call plans, usage or other voice services under a term commitment. For lines subscribed to under this section 15.a.2, other voice services and/or features may be purchased only on a month-to-month basis.

b. Early termination charges will not be assessed under the following circumstances:

- 1) Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term;

Customer attempts to move the existing service to a new location within Company's service area, but the service is unavailable;
- 2) Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or
- 3) Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:
 - a) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment;

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions - Continued

15. Termination Liability – Continued

b. Continued

2 - Continued

End of Term Options:

2. The plan will automatically renew for another 24-month term under the same terms, except that the monthly rate will be adjusted to the prevailing plan rate in effect at the time of renewal. In the event the customer terminates service within the first 30 days following automatic renewal, the Termination Liability Charge will be waived.
2. The customer may call to arrange for termination of the service or conversion to a month-to-month service at the end of the then current term. The plan will not automatically renew if the customer or the Company contacts the other to cancel within sixty (60) days before the renewal date.

Coterminous Lines – The terms and expiration dates of all lines subscribed to or renewed under Plan 2 and within the same account will be coterminous based upon the date of the first line established.

Lines subscribed to under this section 15.a.2 may not be combined with features, call plans, usage or other voice services under a term commitment. For lines subscribed to under this section 15.a.2, other voice services and/or features may be purchased only on a month-to-month basis.

b. Early termination charges will not be assessed under the following circumstances:

- 1) Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term;

Customer attempts to move the existing service to a new location within Company's service area, but the service is unavailable;
- 2) Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or
- 3) Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:
 - a) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment;

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions - Continued

15. Termination Liability – Continued

b. Early termination charges will not be assessed under the following circumstances:

- 1) Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term;

Customer attempts to move the existing service to a new location within Company's service area, but the service is unavailable;

- 2) Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or
- 3) Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:
 - a) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment;
 - b) The Company provides the new service via this Product Guide or on an individual case basis (ICB), and
 - c) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.
- 4) Customer terminates service within thirty (30) days after the date a notice is mailed by Company with changes to the Product Guide resulting in an increase to the price or more-restrictive terms or conditions applicable to the terminated service.
- 5) Customer with Voice services, Frame Relay or Asynchronous Transfer Mode ATM services changes to another service, upgrades service to a higher speed or capacity or advanced technology under a term commitment, provided the following conditions are met:
 - a) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment;
 - b) The Company or its affiliates provides the new service via this Product Guide, similar documents or commercial agreement, or on an individual case basis (ICB), and
 - c) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company or its affiliates at the same time.

(L)

(L) Material relocated to Sheet 13.

(N)

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions - Continued

15. Termination Liability – Continued

b. Early termination charges will not be assessed under the following circumstances:

- 1) Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term;

Customer attempts to move the existing service to a new location within Company's service area, but the service is unavailable;

- 2) Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or
- 3) Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:
 - a) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment;
 - b) The Company provides the new service via this Product Guide or on an individual case basis (ICB), and
 - c) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.
- 4) Customer terminates service within thirty (30) days after the date a notice is mailed by Company with changes to the Product Guide resulting in an increase to the price or more-restrictive terms or conditions applicable to the terminated service.
- 5) Customer with Voice services, Frame Relay or Asynchronous Transfer Mode ATM services changes to another service, upgrades service to a higher speed or capacity or advanced technology under a term commitment, provided the following conditions are met:
 - a) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment;
 - b) The Company or its affiliates provides the new service via this Product Guide, similar documents or commercial agreement, or on an individual case basis (ICB), and
 - d) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company or its affiliates at the same time.

(N)

(N)

16. Special Construction

For rates, terms and conditions associated with Special Construction see Verizon California, Inc Tariff Schedule Cal. P.U. C. No. C-1, section IX.

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions - Continued

15. Termination Liability – Continued

b. Early termination charges will not be assessed under the following circumstances:

- 1) Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term;

Customer attempts to move the existing service to a new location within Company's service area, but the service is unavailable;

- 2) Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or
- 3) Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:
 - a) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment;
 - b) The Company provides the new service via this Product Guide or on an individual case basis (ICB), and
 - c) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.
- 4) Customer terminates service within thirty (30) days after the date a notice is mailed by Company with changes to the Product Guide resulting in an increase to the price or more-restrictive terms or conditions applicable to the terminated service.

16. Special Construction

For rates, terms and conditions associated with Special Construction see Verizon California, Inc Tariff Schedule Cal. P.U. C. No. C-1, section IX.

(N)
|
(N)

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions - Continued

15. Termination Liability – Continued

c. Continued (N)

3) Continued (N)

b) The Company provides the new service via this Product Guide or on an individual case basis (ICB), and (L)

c) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.

4) Customer terminates service within thirty (30) days after the date a notice is mailed by Company with changes to the Product Guide resulting in an increase to the price or more-restrictive terms or conditions applicable to the terminated service.

5) Customer with Voice services, Frame Relay or Asynchronous Transfer Mode ATM services changes to another service, upgrades service to a higher speed or capacity or advanced technology under a term commitment, provided the following conditions are met:

a) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment;

b) The Company or its affiliates provides the new service via this Product Guide, similar documents or commercial agreement, or on an individual case basis (ICB), and

e) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company or its affiliates at the same time. (L)

d. Prior to the End of Term Options

1) Subscribers of services based on packet, optical and wave technology, including Frame Relay Service, Transparent LAN Services, Asynchronous Transfer Mode Cell Relay Service (ATMCRS), and data services in bandwidths greater than 1.5 Mbps may terminate such services by giving 30 days' notice, either written or electronic. Subscriber requests to disconnect services should be submitted via the Telephone Company's online account management tool, at <https://enterprisecenter.verizon.com>. Notice is deemed effective only if the subscriber receives confirmation of receipt from the Telephone Company; subscriber should contact its account representative or Telephone Company's customer service if it does not receive such confirmation within two business days. Applicable Early Termination charges will be assessed.

16. Special Construction

For rates, terms and conditions associated with Special Construction see Verizon California, Inc Product Guide, Section 3 and Tariff Schedule Cal. P.U.C. No. D&R, Rule 34 Rule 35, Rule 40, Schedule No. A-31, C-1.

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions - Continued

15. Termination Liability – Continued

c. Prior to the End of Term Options

- 1) Subscribers of services based on packet, optical and wave technology, including Frame Relay Service, Transparent LAN Services, Asynchronous Transfer Mode Cell Relay Service (ATMCRS), and data services in bandwidths greater than 1.5 Mbps may terminate such services by giving 30 days' notice, either written or electronic. Subscriber requests to disconnect services should be submitted via the Telephone Company's online account management tool, at <https://enterprisecenter.verizon.com>. Notice is deemed effective only if the subscriber receives confirmation of receipt from the Telephone Company; subscriber should contact its account representative or Telephone Company's customer service if it does not receive such confirmation within two business days. Applicable Early Termination charges will be assessed.

16. Special Construction

For rates, terms and conditions associated with Special Construction see Verizon California, Inc Product Guide, Section 3 and Tariff Schedule Cal. P.U.C. No. D&R, Rule 34 Rule 35, Rule 40, Schedule No. A-31, C-1.

(C)

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions - Continued

15. Termination Liability – Continued

c. Prior to the End of Term Options

- 1) Subscribers of services based on packet, optical and wave technology, including Frame Relay Service, Transparent LAN Services, Asynchronous Transfer Mode Cell Relay Service (ATMCRS), and data services in bandwidths greater than 1.5 Mbps may terminate such services by giving 30 days' notice, either written or electronic. Subscriber requests to disconnect services should be submitted via the Telephone Company's online account management tool, at <https://enterprisecenter.verizon.com>. Notice is deemed effective only if the subscriber receives confirmation of receipt from the Telephone Company; subscriber should contact its account representative or Telephone Company's customer service if it does not receive such confirmation within two business days. Applicable Early Termination charges will be assessed.

16. Special Construction

For rates, terms and conditions associated with Special Construction see Verizon California, Inc Product Guide, Section 11 and Tariff Schedule Cal. P.U.C. No. D&R, Rule 34.

(C)
(C)

Effective: March 30, 2012

GENERAL TERMS AND CONDITIONS

B. General Terms and Conditions - Continued

(N)

15. Termination Liability – Continued

c. Prior to the End of Term Options

- 1) Subscribers of services based on packet, optical and wave technology, including Frame Relay Service, Transparent LAN Services, Asynchronous Transfer Mode Cell Relay Service (ATMCRS), and data services in bandwidths greater than 1.5 Mbps may terminate such services by giving 30 days' notice, either written or electronic. Subscriber requests to disconnect services should be submitted via the Telephone Company's online account management tool, at <https://enterprisecenter.verizon.com>. Notice is deemed effective only if the subscriber receives confirmation of receipt from the Telephone Company; subscriber should contact its account representative or Telephone Company's customer service if it does not receive such confirmation within two business days. Applicable Early Termination charges will be assessed.

(N)

16. Special Construction

(L)

For rates, terms and conditions associated with Special Construction see Verizon California, Inc Tariff Schedule Cal. P.U. C. No. C-1, section IX.

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