

Competitive Local Carrier Tariff

RULES

RULE NO. 1 - APPLICATION FOR SERVICE

1.1 Undertaking of the Company

1.1.1 Scope

Local Exchange Services consist of furnishing switched communications service in connection with one-way and/or two-way information transmission between points within the market service area.

1.1.2 Shortage of Equipment or Facilities

1.1.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

1.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

1.1.3 Terms and Conditions

1.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

1.1.3.2 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered; the rates to be charged, the duration of the Services and the terms and conditions in this tariff.

1.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party via either verbal or written notice on or before the date of disconnection, or as otherwise specified under the Initial Rules for Local Exchange Service Competition in California (D.95-07-054). Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

1.1.3.4 This tariff shall be interpreted and governed by the laws of the State of California without regard for its choice of laws provision.

California Tariff No. 7 (Continued on next Sheet)

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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.4 Use of Service

1.1.4.1 Effective February 1, 2009, the Company will no longer offer local exchange service to new residential or small business customers in areas in which local exchange service is provided by any subsidiary or affiliate of Verizon not subject to this tariff. Residential and small business customers currently subscribed to Company local service will no longer be able to move, add to, or change the service to which they are subscribed, except that customers may switch to a different Company service for which they are eligible if they wish, and customers may cancel local features on their service if they wish.

1.1.5 Telecommunications Service Priority (TSP)

The Telecommunications Service Priority (TSP) program is a federally-established program under which the Office of Priority Telecommunications in the Executive Office of the President prioritizes the restoration and provisioning of telecommunications services -- including services to private companies and institutions -- that support national security or emergency preparedness (NS/EP). The FCC defines telecommunications services under the TSP program to include the sending and receiving of signals or most any kind, by virtually any means. NS/EP services are those used to maintain a state of readiness or to respond to and manage any event or crisis (local, national, or international) that causes or could cause injury or harm to the population, damage to or loss of property, or that degrades or threatens the NS/EP posture of the United States. For telecommunications services enrolled in the program, the Company will provision and restore TSP-coded circuits, and provide TSP Special Construction Services under the terms set forth in this TSP service product description, and as required by the FCC's TSP regulations (currently at 47 CFR Part 64, Subpart D, Appendix A), and other applicable law. TSP services are in two categories: Priority Provisioning (including Emergency Provisioning and Essential Provisioning) and Priority Restoration.

Customers are subjected to the features, rate and charges as described in the Company's "Service Publication and Price Guide" (The Guide), located on the Company's website at www.mci.com.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.4 Use of Service

N/C

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RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.6 811 Dialing Service

1.1.6.1 General

811 Dialing Service (811) is a custom call-routing application utilizing a three-digit local dialing arrangement, terminating to a subscriber-provided number for access to advance excavation notice services. It provides the calling party an easy-to-remember three-digit dialing code with call delivery to established 811 subscribers. The 811 code was assigned for this purpose pursuant to the Sixth Report and Order, released March 14, 2005 by the Federal Communications Commission in CC Docket No. 92-105, which specifies that such calls be delivered to a number provided by the relevant 811 subscriber that is not a toll call for the party dialing the number (i.e., either a toll-free (8XX) or local number). This tariff covers calls originating on lines terminating in a Verizon Access switch (i.e., originating and terminating within the same MSA); it does not cover 1+, 0+, 0- operator-assisted, 101XXXX, or inmate calls).

1.1.6.2 Conditions

Calls placed using 811 are automatically routed to the 811 subscriber's terminating number, which the subscriber must provide in the form of either a toll-free number or a local number whose local calling area covers all of the locations to which the service is provided. The subscriber shall provide Verizon Access with this number in advance so that Verizon Access may properly translate its central office switches. If charges are required to re-route the call to the terminating number, they will be cared for by the use of a subscriber-provided toll-free number. Verizon Access is not responsible for redirecting or otherwise handling 911 and other calls misdialed or misrouted as 811 calls. The subscriber shall provide sufficient terminating number paths to its toll-free or local terminating number so as to not clog nor impair Verizon Access' network.

Verizon Access' offering of 811 to the subscriber also is conditioned on the subscriber's representation that it has been authorized by appropriate state authorities to receive and respond to 811 calls from the public within the areas served by Verizon Access, and that the subscriber has obtained all licenses, authorizations, and other prerequisites necessary to provide that service, and will at all times comply with all applicable laws and regulations.

The Company reserves the right to discontinue the service, without notice, if interruption of 811 is necessary to prevent or protect against fraud or otherwise protect Verizon Access' personnel, facilities or services.

811 is not available for resale.

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RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.1 Undertaking of the Company (Cont'd)

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RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.6 811 Dialing Service (Cont'd)

1.1.6.3 Limitations on Liability

The Company shall be indemnified and saved harmless by the subscriber against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company, apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with the facilities provided by the Company. Neither the Company nor any concurring, connecting or other participating carrier shall be liable for any act or omission of another company or companies furnishing a portion of such service. The Company is not responsible to the subscriber, authorized user, joint user, sharer of service, patron of a reseller or any other person for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company occurring in the course of furnishing service or other facilities (Service Problems) or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company caused by terminal equipment. The Company is not responsible to the subscriber, authorized user, joint user, sharer of service, patron of a reseller or any other person for injuries or damages to persons or property arising from the existence of subscriber-provided power supply.

1.1.7 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

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Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.8 Provisions of Equipment and Facilities

- 1.1.8.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 1.1.8.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 1.1.8.3 The Company may substitute, change or rearrange any equipment or facility at an time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 1.1.8.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 1.1.8.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 1.1.8.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - b) the reception of signals by Customer provided equipment.
- 1.1.8.7 The Customer has no property right to the telephone number, which includes Vanity Numbers, or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company.

1.2 Prohibited Uses

- 1.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 1.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and CPUC regulations, policies, orders, and decisions.
- 1.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 1.2.4 Customer may not use service furnished under this local exchange tariff, directly or indirectly, to provide a service that constitutes exchange access and/or is subject to the application of access charges under applicable law. The Company reserves the right to:
- (1) request that Customer provide written certification that it is using the service in compliance with this requirement; and/or
 - (2) conduct a site survey of Customer premises or an audit of Customer books and records upon reasonable notice or take other reasonable measures to satisfy itself that Customer is using service in compliance with this tariff.

In the event Customer is found to be using service in violation of this requirement, the Company may discontinue the provision of service without notice, any other provision of this tariff to the contrary notwithstanding. Customer shall indemnify the Company for any liability, losses, penalties or payments (including without limitation access charges and the Company's attorneys' fees) incurred due to Customer's misuse of the Company's services obtained under this tariff.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.1 Undertaking of the Company (Cont'd)

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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.3 Obligations of the Customer

1.3.1 The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Local Exchange Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 3.3.1 (c) above. Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 3.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- (g) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.
- (h) The Customer is responsible for taking all steps necessary to cancel or otherwise discontinue any local service(s) to be replaced by any Company facilities-based local service(s) as described herein.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

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- (b) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Local Exchange Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 3.3.1 (c) above. Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 3.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- (g) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.
- (h) The Customer is responsible for taking all steps necessary to cancel or otherwise discontinue any local service(s) to be replaced by any Company facilities-based local service(s) as described herein.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.3 Obligations of the Customer

1.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invites of either party, to the extent caused by or resulting from the negligent or intentional act or omission of Customer, its employees, agents, representatives or invites; or
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and company.

1.4 Customer Equipment and Channels

1.4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company.

1.4.2 Station Equipment

1.4.2.1 Customer provided terminal equipment on the Customer Premises, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer.

1.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring be such as not to cause damage to the Company-provided equipment and wiring or injury to the company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.3 Obligations of the Customer

1.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invites of either party, to the extent caused by or resulting from the negligent or intentional act or omission of Customer, its employees, agents, representatives or invites; or
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and company.

1.4 Customer Equipment and Channels

1.4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company.

1.4.2 Station Equipment

1.4.2.1 Customer provided terminal equipment on the Customer Premises, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer.

1.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring be such as not to cause damage to the Company-provided equipment and wiring or injury to the company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.4 Customer Equipment and Channels (Cont'd)

1.4.3 Interconnection of Facilities

1.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Local Exchange Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

1.4.3.2 Local Exchange Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

1.4.4 Inspections

1.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in section 3.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

1.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

1.5 Service Initiation

1.5.1 Service may be initiated based on a written or oral agreement between the Company and the Customer. Prior to the agreement, the Company shall inform the Customer of all applicable rates and charges which will appear on the Customer's first bill.

Within 10 days of initiating the service order based on a verbal agreement, the Company will provide a written confirmation setting forth a brief description of the services ordered and an itemizing of all charges which will appear on the Customer's bill. The written confirmation must be in the language in which the sale was made.

In addition, within 10 days of initiating service, the Company shall provide, in writing, to the Customer, all material terms and conditions that could affect what the Customer pays for telecommunications services provided by the Company.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.4 Customer Equipment and Channels (Cont'd)

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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.5 Service Initiation

1.5.1 (Cont'd)

Potential Customers who are denied service for failure to establish credit or pay a deposit as described in Rule No. 7 (Deposits) must be given the reason for the denial in writing within 10 days of the service denial.

Subscribers may cancel without termination fees or penalties any new tariffed service or any new contract for service within 30 days after the new service is initiated. This Rule does not relieve the subscriber from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer's premises (such as wiring or equipment installation) before the subscriber canceled.

Effective February 23, 2006, Residential and Small Business local exchange service as described in Section 5 and Section 6, will no longer be available to new customers residing in areas in which local exchange service is provided by any affiliate or subsidiary of Verizon not subject to this tariff. . This does not apply to customers of this service who are eligible to subscribe to the Residential Affinity Savings Plan I or the Small Business Affinity Savings Plan I. Additionally, Company Services to the extent they have been made unavailable to new and/or existing customers of those services as of that date, may continue to be offered and provided without revision to customers subscribing to those services via an agreement with an agent or other affinity of the Company (including, but not limited to, Quixtar, Inc.; and excluding Fionda, LLC, and Espirit de Corpe, Inc.), who has contracted with the Company to sell Company services to its members."

1.5.2 Change of Service Provider

1.5.2.1 Solicitation of Customer Authorization for Service Termination and Transfer

Solicitation by the Company, or its agent, for Customer authorization for termination of service with an existing carrier and subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. These solicitations must conform with the California Public Utilities Code Section 2889.5. All solicitations to Customers must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine of up to \$500 may apply for each violation.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.5 Service Initiation

1.5.1 (Cont'd)

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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.5 Service Initiation (Cont'd)

1.5.2 Change of Service Provider (Cont'd)

1.5.2.1 Solicitation of Customer Authorization for Service Termination and Transfer (Cont'd)

The provisions of Section 2889.5 of Public Utilities Code shall apply. That provision states:

- (a) No telephone corporation, or any person, firm or corporation representing a telephone corporation, shall make any change or authorize a different telephone corporation to make any change in the provider of any telephone service for which competition has been authorized of a telephone subscriber until all of the following steps have been completed:
 - (1) If a subscriber is solicited by telephone or by some other method, other than by contact in person, by a telephone corporation or its independent representative, other than an employee of the telephone corporation, the corporation or its representative shall do all of the following:
 - (a) Thoroughly inform the subscriber of the nature and extent of service being offered.
 - (b) Specifically establish whether the subscriber intends to make any change in his or her telephone corporation and explain any charges associated with that change, and verify the subscriber's decision through on the following means:
 - (i) Where a representative is acting on behalf of the corporation, a follow up call by the telephone corporation, or a representative of the telephone corporation who does not receive a commission for that sale, shall be made to verify the subscriber's intent to change his or her telephone corporation.
 - (ii) Mail to the subscriber an information package seeking confirmation of this or her change in the telephone corporation and describing the new service, including a postage prepaid postcard that the customer can use to deny, cancel, or confirm a service order, as soon as possible, and wait 14 days after the information package is mailed before making the change in the telephone corporation, and make the change only if the subscriber does not cancel the change.
 - (iii) Verify the subscriber's change in his or her telephone corporation by obtaining the subscriber's signature on a document fully explaining the nature and extent of the action. The document shall be a separate document whose sole purpose is to explaining the nature and extent of the action.
 - (iv) Obtain the subscriber's authorization through an electronic means that takes the information including the calling number and confirms the change to which the subscriber has given his or her consent.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.5 Service Initiation (Cont'd)

1.5.2 Change of Service Provider (Cont'd)

1.5.2.1 Solicitation of Customer Authorization for Service Termination and Transfer (Cont'd)

The provisions of Section 2889.5 of Public Utilities Code shall apply. That provision states:

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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.5 Service Initiation (Cont'd)

1.5.2 Change of Service Provider (Cont'd)

1.5.2.1 Solicitation of Customer Authorization for Service Termination and Transfer (Cont'd)

(a) (Cont'd)

(1) (Cont'd)

(c)¹ Retain a record of the verification of the sale for at least one year. These records shall be made available to the subscriber or the commission upon request.

(2) If the subscriber seeks to make a change in his or her telephone corporation in person, the telephone corporation or its representative shall do all of the following:

(A) Thoroughly inform the subscriber of the nature and extent of the service being offered.

B) Specifically establish whether the subscriber intends to make any change in his or her telephone corporation, and explaining any charges associated with that change.

(C) Obtain the subscriber's signature on a document that fully explains the nature and extent of the action. The subscriber by his or her signature on the document shall indicate a full understanding of the relationship being established with the telephone corporation.

(D) Furnish the subscriber with a copy of signed document.

(b) When a written customer solicitation or other document contains a letter of agency authorizing a change in service provider in combination with other information including, but not limited to, inducements to subscribers to purchase service, the solicitation shall include a separate document whose sole purpose is to explain the nature and extent of the action.

California Tariff No. 7, (Continued on next Sheet)

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Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.5 Service Initiation (Cont'd)

1.5.2 Change of Service Provider (Cont'd)

1.5.2.1 Solicitation of Customer Authorization for Service Termination and Transfer (Cont'd)

(a) (Cont'd)

(1) (Cont'd)

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Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.5 Service Initiation (Cont'd)

1.5.2 Change of Service Provider (Cont'd)

1.5.2.1 Solicitation of Customer Authorization for Service Termination and Transfer (Cont'd)

- (c) If any part of a mailing to a prospective customer is in language other than English, any written authorization contained in the mailing shall be sent to the same prospective customer in the same language.
- (d) If a residential subscriber or a business that has not signed an authorization notifies the telephone corporation within 90 days that he or she does not wish to change telephone corporations, the subscriber shall be switched back to his or her former telephone corporation at the expense of the telephone corporation that initiated the change.
- (e) For purposes of this section competitive services are those services where customers have the ability to presubscribe to a provider.

1.5.2.2 Unauthorized Service Termination and Transfer

The Company will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent unauthorized transfer. The Company is responsible for the action of its agents that solicit unauthorized service termination and transfers. Any carrier who engages in such unauthorized activity shall restore the Customer's service to the original carrier without charge to the Customer. All billings during the unauthorized service period shall be refunded to the applicant or Customer. A penalty or fine of up to \$500 payable to the Commission may apply to each violation. Pursuant to Public Utilities Code Section 2108, each date of a continuing violation shall constitute a separate and distinct offense. The carrier responsible for the unauthorized transfer will reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

1.5.3 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (a) to any subsidiary, parent company or affiliate of the Company;
- (b) pursuant to any sale or transfer of substantially all the assets of the Company;
- (c) pursuant to any financing, merger or reorganization of the company.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 1 - APPLICATION FOR SERVICE (Cont'd)

1.5 Service Initiation (Cont'd)

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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 2 – SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS

A. General

1. Description

This schedule is applicable to services and equipment for certified disabled individuals as prescribed by the CPUC.

2. Definitions

Certified Disabled Person(s)

Individuals with physical impairments limiting their use of the telephone and who require special equipment or services to access the exchange and toll networks. Such a disability must be determined by a certifying authority, as defined herein.

Certifying Authorities

Disabled individuals must be certified by a licensed physician or surgeon acting within the scope of their license, or by a qualified state agency determined by the Commission, to receive specialized telephone communications equipment.

Deaf and hearing impaired individuals must be certified by a licensed physician, audiologist, or a qualified state agency determined by the Commission as described below, to receive telecommunication devices capable of serving their needs.

Qualified State Agencies

The Department of Rehabilitation is qualified to certify disabled, deaf and hearing impaired individuals to receive specialized or supplementary telephone communication equipment.

State agencies desiring to be qualified to certify disabled, deaf, and hearing impaired individuals to receive specialized or supplementary telephone communication equipment all send a letter to the Commission's Executive Director, with a copy to the Commission Advisory and Compliance Division (CACD) Director, identifying the state agency, personnel, and qualifications of personnel being designated to certify the disabled, deaf and hearing impaired individual. Upon receipt of a respondent letter from the Commission's Executive Director authorizing its certification program, such agency may begin its certification program.

The Department of Rehabilitation and other qualified state agencies shall notify the CACD Director by letter of any changes in the designated personnel with qualifications at least 20 working days prior to certifying any individuals.

Recertification

A Certified Disabled Person who has a medical certificate on file with a California local exchange carrier shall not be required to refile a medical certificate for participation in the disabled program unless the local exchange carrier is unable to locate the certificate, in which case a new filing will be necessary.

Temporary Disability

Temporarily disabled persons who submit a medical certificate to the local exchange carrier shall be included in the disabled program only for the actual period of certified disability.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 2 – SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS (Cont'd)

A. General (Cont'd)

3. Business Services

- a. Certified Disabled Persons whose primary residence is located at a facility that is classified as a business service (ergo residential care facility) are eligible for the provisions contained herein.
- b. Provision of specialized equipment or services is limited to situations where compatibility with existing business systems is technically feasible.

4. Manual Service

To provide Manual Service, facility or operating conditions may require the Company to install a dialer preset to dial "O" (operator). Under these conditions the dialing equipment will be considered a network interface and will be furnished free of charge to the Certified Disabled Person.

B. Services for Disabled Customers

1. Regulations

- a. A Certified Disabled Person, as defined in A.2. preceding, need not be a customer of the Company. Where residence service is involved, this individual must reside in the household of a customer who will be responsible for payment for service provided pursuant to the terms of this schedule. Where business service is involved, the Certified Disabled Person must be the customer or an employee of the customer who will be responsible for payment of service provided pursuant to the terms of this schedule.
- b. Service provided pursuant to this schedule may commence upon receipt of a complete certification form provided by the Company. A letter (on official letterhead) from a Certifying Authority, defined in A.2. preceding, is acceptable in lieu of the certification portion of the form. However, the customer will be required to complete the remainder of the form.
- c. The Company may, at its discretion, conduct an investigation to determine the validity of the completed certification form. If the Company determines that the certification is invalid, the customer will be required to pay for the difference between the rates paid pursuant to this schedule and the full rates in other applicable schedules.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 2 – SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS (Cont'd)

A. General (Cont'd)

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- b. Provision of specialized equipment or services is limited to situations where compatibility with existing business systems is technically feasible.

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To provide Manual Service, facility or operating conditions may require the Company to install a dialer preset to dial "O" (operator). Under these conditions the dialing equipment will be considered a network interface and will be furnished free of charge to the Certified Disabled Person.

B. Services for Disabled Customers

1. Regulations

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- b. Service provided pursuant to this schedule may commence upon receipt of a complete certification form provided by the Company. A letter (on official letterhead) from a Certifying Authority, defined in A.2. preceding, is acceptable in lieu of the certification portion of the form. However, the customer will be required to complete the remainder of the form.
- c. The Company may, at its discretion, conduct an investigation to determine the validity of the completed certification form. If the Company determines that the certification is invalid, the customer will be required to pay for the difference between the rates paid pursuant to this schedule and the full rates in other applicable schedules.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 2 – SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS (Cont'd)

B. Services for Disabled Customers (Cont'd)

1. Regulations (Cont'd)

- d. Business customers may be required to reapply for service in this schedule annually. Residence service customers will be required to reapply as determined by the Company but not more than once a year. The Company will notify the business customer of the need to reapply. Upon receipt of the notification, the business customer must state which of the following conditions continue to exist:
 - (1) Notify the Company through reapplication, that the Certified Disabled Person is still currently employed and that the service described in this schedule is still required.
-or-
 - (2) Notify the Company that the employment of a particular Certified Disabled Person has been terminated and that the service is no longer required. The Company will then proceed to disconnect the service and require the return of all special equipment provided to the customer in accordance with this schedule.
-or-
 - (3) Notify the Company that the employment of a particular Certified Disabled Person has been terminated but that the service is still required. The Company will then provide service pursuant to the terms of B.2.a following and other applicable schedules. The customer will be responsible for returning any special equipment.
- e. When the business or residence customer fails to reapply for service or to certify that the Certified Disabled Person is still disabled, the service in B.2.a following will be provided pursuant to other applicable schedules. The customer will be responsible for returning any special equipment.
- f. Where there is no longer a Certified Disabled Person on the premises, a business or residence customer must notify the Company that service provided pursuant to this schedule is no longer required and request the service be disconnected or provided in accordance with other appropriate schedules. The service charges will not be applicable to this change.
- g. Special equipment for Certified Disabled Persons will not be furnished where customer-provided terminal equipment is not technically compatible with the special equipment offering.

2. Rates and Charges

- a. Each service enhancement for access lines is furnished to those Certified Disabled Persons, as defined in A.2. preceding, at no charge to the customer.
- b. Special equipment (available pursuant to Section D following) which enables basic access to the voice network is available at no charge to the customer pursuant to the Company's contract with its consultant, Thomson Consulting

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 2 – SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS (Cont'd)

B. Services for Disabled Customers (Cont'd)

1. Regulations (Cont'd)

- d. Business customers may be required to reapply for service in this schedule annually. Residence service customers will be required to reapply as determined by the Company but not more than once a year. The Company will notify the business customer of the need to reapply. Upon receipt of the notification, the business customer must state which of the following conditions continue to exist:
 - (1) Notify the Company through reapplication, that the Certified Disabled Person is still currently employed and that the service described in this schedule is still required.
-or-
 - (2) Notify the Company that the employment of a particular Certified Disabled Person has been terminated and that the service is no longer required. The Company will then proceed to disconnect the service and require the return of all special equipment provided to the customer in accordance with this schedule.
-or-
 - (3) Notify the Company that the employment of a particular Certified Disabled Person has been terminated but that the service is still required. The Company will then provide service pursuant to the terms of B.2.a following and other applicable schedules. The customer will be responsible for returning any special equipment.
- e. When the business or residence customer fails to reapply for service or to certify that the Certified Disabled Person is still disabled, the service in B.2.a following will be provided pursuant to other applicable schedules. The customer will be responsible for returning any special equipment.
- f. Where there is no longer a Certified Disabled Person on the premises, a business or residence customer must notify the Company that service provided pursuant to this schedule is no longer required and request the service be disconnected or provided in accordance with other appropriate schedules. The service charges will not be applicable to this change.
- g. Special equipment for Certified Disabled Persons will not be furnished where customer-provided terminal equipment is not technically compatible with the special equipment offering.

2. Rates and Charges

- a. Each service enhancement for access lines is furnished to those Certified Disabled Persons, as defined in A.2. preceding, at no charge to the customer.
- b. Special equipment (available pursuant to Section D following) which enables basic access to the voice network is available at no charge to the customer pursuant to the Company's contract with its consultant, Thomson Consulting.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 2 – SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS (Cont'd)

C. Services for Organizations Serving the Deaf and Severely Hearing-Impaired Community

1. Description

This schedule is applicable to processing requests by the Company for telecommunications devices for the deaf (TDDs) from schools and private, non-profit organizations serving the deaf and severely hearing-impaired community in accordance with Commission Resolution No. T-13060.

The Company shall:

- a. receive the request,
- b. investigate the request,
- c. approve the request if the following requirements are met,
- d. deny the request,
- e. disburse the TDDs when approved.

The Commission shall continue to process requests from state agencies or those organizations not clearly meeting the guidelines set forth in this schedule.

2. Regulations

- a. Organizations eligible to receive TDDs shall meet at least one of the following criteria:
 - (1) Private, non-profit, not tax-supported, and serve the deaf or severely hearing-impaired, on a more than incidental basis, that is, at least 10% of the total clientele of the organization must be deaf or severely hearing-impaired. The requesting organization will provide services specifically serving the unique needs of the deaf and/or severely hearing-impaired community.
 - (2) Schools that are specifically for the deaf. The term "school" refers to both public and private schools.
 - (3) Schools that have significant programs for the deaf and/or severely hearing impaired. The term "school" refers to both public and private schools. A significant program for deaf or severely hearing-impaired students is an established, on-going supplementary education program in addition to the mainstreaming of the student into the regular classroom.
 - (4) Private, non-profit organizations under contract with the Department of Rehabilitation or the Department of Social Services. The requesting organization will supply to the Company documentation of the contract existing between itself and the state agency to establish eligibility.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 2 – SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS (Cont'd)

C. Services for Organizations Serving the Deaf and Severely Hearing-Impaired Community

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The Company shall:

- a. receive the request,
- b. investigate the request,
- c. approve the request if the following requirements are met,
- d. deny the request,
- e. disburse the TDDs when approved.

The Commission shall continue to process requests from state agencies or those organizations not clearly meeting the guidelines set forth in this schedule.

2. Regulations

b. Organizations eligible to receive TDDs shall meet at least one of the following criteria:

- (1) Private, non-profit, not tax-supported, and serve the deaf or severely hearing-impaired, on a more than incidental basis, that is, at least 10% of the total clientele of the organization must be deaf or severely hearing-impaired. The requesting organization will provide services specifically serving the unique needs of the deaf and/or severely hearing-impaired community.
- (2) Schools that are specifically for the deaf. The term "school" refers to both public and private schools.
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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 2 – SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS (Cont'd)

C. Services for Organizations Serving the Deaf and Severely Hearing-Impaired Community (Cont'd)

2. Regulations (Cont'd)

- b. The requesting organization shall supply the Company with any information requested by the Company. This may include but not be limited to the following:
 - (1) The exact nature of the organization.
 - (2) The source of funding for the organization.
 - (3) The services provided by the organization to the deaf and/or severely hearing-impaired, the number of clients served, and a schedule of any fees charged for such service.
 - (4) The services provided by the organization to persons who are not deaf or hearing-impaired and the relevant proportion of deaf/severely hearing-impaired clients.
 - (5) The number of telephone lines in service with which a TDD would be used by the organization.
 - (6) The number of organization staff who are deaf or severely hearing impaired.
- c. An organization which is eligible to receive a TDD must:
 - (1) Ensure that there are trained employees available at all duty hours to use the TDD, including backup coverage when the designated individuals are out for any reason.
 - (2) Keep TDDs in operating order, plugged in, and ready to use without advance notice.
 - (3) Keep one telephone line for use with each authorized TDD.
 - (4) Widely circulate the TDD telephone number to constituents of the organizations. For example, the TDD number should be printed on all stationery, on business cards, in the telephone directory, and in any other literature of the organization.
 - (5) Not use the TDD outside California.
 - (6) Not charge substantial fees for its services to the deaf and severely hearing-impaired.
- d. The TDD remains the property of the Trust Fund and is loaned to the recipient organization for as long as the recipient continues to be eligible and has a need for the TDD.
- e. When requested to do so by the Commission, the Company shall audit organizations which receive TDDs pursuant to this schedule to determine effective use and continued need of authorized TDDs.
- f. Compliance with the criteria outlined above will demonstrate that the TDD is being effectively utilized at the minimal acceptable level in the event that the recipient be audited by the Company under the direction of the Commission.

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 2 – SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS (Cont'd)

C. Services for Organizations Serving the Deaf and Severely Hearing-Impaired Community (Cont'd)

2. Regulations (Cont'd)

- b. The requesting organization shall supply the Company with any information requested by the Company. This may include but not be limited to the following:
 - (1) The exact nature of the organization.
 - (2) The source of funding for the organization.
 - (3) The services provided by the organization to the deaf and/or severely hearing-impaired, the number of clients served, and a schedule of any fees charged for such service.
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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 2 – SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS (Cont'd)

D. Telecommunications Devices for the Deaf or Severely Hearing-Impaired

1. Regulations

- a. A Certified Disabled Person, as defined in A.2. preceding, need not be a customer of the Company. Where residence service is involved, the Certified Disabled Person must reside in the household of a customer who will be responsible for payment for service provided in this schedule. Where business service is involved, the Certified Disabled Person may be the proprietor of the business, a partner, certified disabled employee, or individual whose residence is within the business service.
- b. The cost of providing basic equipment will be charged to the Trust Fund. An initial roll of paper, where applicable, will be provided. Provision for paper replacement will be the responsibility of the user.
- c. Service provided pursuant to this schedule may commence upon receipt of a completed certification form provided by the Company. A letter (on official letterhead) from a Certifying Authority, defined in A.2. preceding, is acceptable in lieu of the certification portion of the form. However, the customer will be required to complete the remainder of the form. In addition, a deaf-blind individual will be required to complete a Braille skill verification form provided by the Company.
- d. The Company may, at its discretion, conduct an investigation to determine the validity of the completed forms. If the Company determines that the form(s) is(are) invalid, the customer will be required to provide a valid form or return the equipment.
- e. The TDDs require individual line service and certain TDDs require a standard jack or its equivalent conforming to 47 FR 68.500. The charges and rates for individual line service apply.

These terminals do not have internal signaling or dialing capacity and must be used in conjunction with a telephone instrument incorporating such capacity.

- f. Where there is no longer a Certified Disabled Person on the premises, a business or residence customer must notify the Company that service described in this Schedule is no longer required and request said service be disconnected. The customer will be responsible for returning the equipment upon the discontinuance of service and will be held responsible for the loss or damage of the equipment unless such loss or damage is due to causes beyond the customer's control. Where the Braille TDD is not returned, the Customer will be responsible for reimbursing all associated costs to the Trust Fund.
- g. The Company will advise customers of designated repair locations for the TDDs.
- h. The Company will direct the customer to a designated location to purchase additional paper at their own expense.
- i. 711 Dialing Code: Payphone owners are not permitted to charge for connection to California Relay Service via 711.
- j. Payphone Signage: As of January 1, 2002, Payphone signage must reflect the fact that a 711 call is a free call to the California Relay Service using the language 711 is a free call to TRS/CRS.

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 2 – SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS (Cont'd)

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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 2 – SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS (Cont'd)

D. Telecommunications Devices for the Deaf or Severely Hearing-Impaired

1. Regulations

- k. Definition of a certified deaf-blind user as it applies to TDDs and supplemental Equipments is as follows: (1) An individual with total or severe hearing loss that prohibits use of an amplified telephone; and (2) Blind with knowledge and ability to read and write grade 1 Braille.
- l. Where a Braille TDD is provided to an individual for residential use through another state program, the deaf-blind applicant will not qualify under the program set forth in this schedule.

2. Rates and Charges¹

Special equipment described below is available at no charge to the customer pursuant to the Company's contract with its consultant, Thomson Consulting.

a. Telecommunications Terminal Devices (TDDs)

- (1) Display and Printer Type Terminal - Features include alternate five level (Baudot code) or eight level (ASCII) data signal transmission. Arranged for acoustic couple only.
For certified user, one only.
- (2) Special two-unit system composed of a modified TDD. Has a typewriter keyboard, 32 character visual display and an acoustic coupler connected to a Braille unit with a Braille keyboard and a 20-cell Braille display.
For certified deaf-blind user², one only³

b. Supplemental Equipment

- (1) Relay switch for connection to commercial power and a lamp or signal. Signals the ringing of a telephone.
For certified user, one only.
- (2) Special Signal System consisting of a sensor-transmitter and a wireless portable receiver which will vibrate at the sound of a telephone ring.
For certified deaf-blind user², one system per household³.

California Tariff No. 7 (Continued on next Sheet)

¹The nonrecurring charge for TDDs and Supplemental Equipment is billed to the Trust Fund.

²See D.1.i, preceding for definition of certified deaf-blind user.

³Additional portable receivers provided as required.

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 2 – SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS (Cont'd)

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California Tariff No. 7 (Continued on next Sheet)

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³Additional portable receivers provided as required.

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 2 – SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS (Cont'd)

E. Surcharges

1. Explanation

Pursuant to order of the California Public Utilities Commission and the provisions of Section No. 2881 of the California Public Utilities Code, each certified deaf or severely hearing impaired subscriber or user, requiring a means of communication over the telephone system, will be furnished a Telecommunications Device and/or a signal unit at no charge in addition to basic exchange service. Pursuant to Decision No. 87-04-027 products and services for Certified Disabled Persons will also be made available at no charge. The cost of providing such minimum basic equipment features will be charged to a Trust Fund.

A surcharge as set forth in Cal. P.U.C. Schedule CLC 1-T, Sheet 6 will be applied to all end user telecommunication intrastate services, both within a service area and between service areas, and shall be identified on subscribers' bills as "California Relay Service and Communications Device Fund." This surcharge will remain in effect until otherwise ordered by the Commission.

Pursuant to D.94-09-065, the surcharge applies to all monthly service billed in advance and for all usage billed after January 1, 1995, which is billed in February or later. The surcharge applies to all end user telecommunications service.

2. Exceptions¹

- one-way Radio Paging Service
- Universal Telephone Service (basic monthly exchange service)
- COPT Service - (Partial) Coin Sent Paid
- Semi-Public Coin Box Service - (Partial) Coin Sent Paid
- Public Telephone Service - (All)
- IntraLATA Message Toll Telephone Service (Partial) Coin Sent Paid, Coin Station Service, and Coin Person Service
- Access Charges billed to telephone utilities which have a Certificate of Public Convenience and Necessity
- Pacific Bell Information Services Category III Services
- General Order 96-A contracts executed prior to September 15, 1994

The following taxes and surcharges are not revenues and would not be included:

- Public Utilities Commission Utilities Reimbursed Account fees
- Universal Telephone Service Fee
- FCC Network Access Charges for interstate calling
- California High Cost Fund Surcharge

California Tariff No. 7 (Continued on next Sheet)

¹The surcharge should not be imposed on any telecommunications service that is for interconnection or access by common carriers or purchased by utilities for resale to the public.

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 2 – SERVICES AND PRODUCTS FOR DISABLED CUSTOMERS (Cont'd)

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California Tariff No. 7 (Continued on next Sheet)

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Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 3 – OPTIONAL RATES AND INFORMATION TO BE PROVIDED TO THE PUBLIC

The Company will promptly advise customers of new, revised or optional rates applicable to the provision of services in this tariff. A copy of this tariff will be available for public inspection at the California Public Utilities Commission and can be obtained at a nominal cost to recover photocopying, postage, and/or transmission expenses. Also, a copy of this tariff is available for public inspection at the Company's office located on 185 Berry St. San Francisco, California 94107

RULE NO. 4 – TEMPORARY SERVICE

Temporary service or service to speculative projects will be provided if consistent with the best interest of the carrier.

RULE NO. 5 - SPECIAL INFORMATION REQUIRED ON FORMS

5.1 Invoice Presentation

MCImetro shall be identified on each bill. Each bill will include a toll-free number for service and billing inquiries, along with an address where Customers may write. If a billing agent is used, the name of the billing agent will be stated on the bill. Each bill will include notations regarding the following:

- when to pay your bill;
- billing detail including the period of service covered by the bill;
- how to pay your bill;
- questions about your bill;
- network access for interstate calling;
- the following statement will appear on each invoice; This bill is now due and payable. Should you question this bill, please request an explanation from MCImetro.

For service descriptions, definitions, terms and conditions and pricing may be found i) at www.verizonbusiness.com for Residential services and http://www.mci.com/sb/service_agreement for Small Business Services or ii) by calling 1-800-444-3333.

5.2 Notices and Communications

5.2.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

5.2.1.1 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

5.2.1.2 Except as otherwise provided for in the Rules, all notices or other communications required to be given pursuant to this tariff will be in writing.

5.2.1.2 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

5.2.1.3 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

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5.2.1.4 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

5.2.1.2 Except as otherwise provided for in the Rules, all notices or other communications required to be given pursuant to this tariff will be in writing.

5.2.1.3 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 5 - SPECIAL INFORMATION REQUIRED ON FORMS (Cont'd)

5.2 Notices and Communications (Cont'd)

5.2.2 The Company shall, on request, provide each applicant for service or Customer the following:

- A. The Commission identification number of its registration to operate as a telecommunications corporation within California.
- B. The address and telephone number of the Commission to verify its authority to operate.
- C. A copy of the Commission's Consumer Protection and Consumer Information Rules for Competitive Local Carriers.
- D. A toll-free number to call for service or billing inquiries, along with an address where the Customer may write the Company.
- E. A full disclosure of all fictitious names.
- F. The names of billing agents it uses in place of performing the billing function itself.
- G. Rate information.

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

6.1 Credit Establishment

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits shall not be required if the applicant:

- A. Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, Customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
- B. A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the Company or another acceptable local carrier.
- C. The Company cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 5 - SPECIAL INFORMATION REQUIRED ON FORMS (Cont'd)

5.2 Notices and Communications (Cont'd)

5.2.2 The Company shall, on request, provide each applicant for service or Customer the following:

- A. The Commission identification number of its registration to operate as a telecommunications corporation within California.
- B. The address and telephone number of the Commission to verify its authority to operate.
- C. A copy of the Commission's Consumer Protection and Consumer Information Rules for Competitive Local Carriers.
- D. A toll-free number to call for service or billing inquiries, along with an address where the Customer may write the Company.
- E. A full disclosure of all fictitious names.
- F. The names of billing agents it uses in place of performing the billing function itself.
- H. Rate information.

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

6.1 Credit Establishment

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits shall not be required if the applicant:

- A. Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, Customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
- B. A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the Company or another acceptable local carrier.
- C. The Company cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 7 – DEPOSITS

7.1 Deposits Upon Establishment of Service

- (a) A carrier may require a deposit to establish or re-establish service if and only if an applicant for service is unable to demonstrate acceptable credit to the satisfaction of the carrier. Failure to provide a social security number shall not be cause for requiring a deposit. A carrier may not require for its own benefit a deposit for services provided by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.
- (b) A deposit to establish or re-establish basic service may not exceed twice the estimated or typical monthly bill for recurring and usage charges for basic service. A carrier may require an additional deposit for services it provides other than basic service.
- (c) Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year.
- (d) Carriers shall refund deposit amounts associated with basic service, with interest, after one continuous year of timely payments for basic service, and not later than 30 days after basic service is discontinued. Carriers shall refund deposits associated with other services not later than 120 days after service is discontinued.

7.2 Other Deposits

Any existing Customer may also be required, at any time after the commencement of service, to provide such other assurances of, or security for, the payment of the Company's charges for its services as the Company may deem necessary, including, without limitation, advance payments for service, third party guarantees of payment, pledges or other grants of security interests in the Customer's assets and similar arrangements. These other deposits will be maintained in the same manner as described in 7.1 preceding of this Tariff.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 7 – DEPOSITS

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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 8 – NOTICES

8.1 Privacy

The Company will provide new Customers, and on an annual basis for continuing Customers, a description of how the Company handles the Customer's private information and a disclosure of any ways that such information might be used or transferred that would not be obvious to the Customer.

Pursuant to Decision No. 95-07-054, the following sections of the Public Utilities Code shall also apply:

Section 2891 - Restriction on availability of information; written consent; types of information; rescission; civil remedy

- (a) No telephone or telegraph corporation shall make available to any other person or corporation, without first obtaining the residential subscriber's consent, in writing, any of the following information:
 - (1) The subscriber's personal calling patterns, including any listing of the telephone or other access numbers called by the subscriber, but excluding the identification to the person called of the person calling and the telephone number from which the call was placed, subject to the restrictions in Section 2893, and also excluding billing information concerning the person calling which federal law or regulation requires a telephone corporation to provide to the person called.
 - (2) The residential subscriber's credit or other personal financial information, except when the corporation is ordered by the commission to provide this information to any electrical, gas, heat, telephone, telegraph, or water corporation, or centralized credit check system, for the purpose of determining the creditworthiness of new utility subscribers.
 - (3) The services which the residential subscriber purchases from the corporation or from independent suppliers of information services who use the corporation's telephone or telegraph line to provide service to the residential subscriber.
 - (4) Demographic information about individual residential subscribers, or aggregate information from which individual identities and characteristics have not been removed.
- (b) Any residential subscriber who gives his or her written consent for the release of one or more of the categories of personal information specified in subdivision (a) shall be informed by the telephone or telegraph corporation regarding the identity of each person or corporation to whom the information has been released, upon written request. The corporation shall notify every residential subscriber of the provisions of this subdivision whenever consent is requested pursuant to this subdivision.
- (c) Any residential subscriber who has, pursuant to subdivision (b), given written consent for the release of one or more of the categories of personal information specified in subdivision (a) may rescind this consent upon submission of a written notice to the telephone or telegraph corporation. The corporation shall cease to make available any personal information about the subscriber, within 30 days following receipt of notice given pursuant to this subdivision.
- (d) This section does not apply to any of the following:
 - (1) Information provided by residential subscribers for inclusion in the corporation's directory of subscribers.
 - (2) Information customarily provided by the corporation through directory assistance services.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 8 – NOTICES

8.1 Privacy

The Company will provide new Customers, and on an annual basis for continuing Customers, a description of how the Company handles the Customer's private information and a disclosure of any ways that such information might be used or transferred that would not be obvious to the Customer.

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 - (2) The residential subscriber's credit or other personal financial information, except when the corporation is ordered by the commission to provide this information to any electrical, gas, heat, telephone, telegraph, or water corporation, or centralized credit check system, for the purpose of determining the creditworthiness of new utility subscribers.
 - (3) The services which the residential subscriber purchases from the corporation or from independent suppliers of information services who use the corporation's telephone or telegraph line to provide service to the residential subscriber.
 - (4) Demographic information about individual residential subscribers, or aggregate information from which individual identities and characteristics have not been removed.
- (b) Any residential subscriber who gives his or her written consent for the release of one or more of the categories of personal information specified in subdivision (a) shall be informed by the telephone or telegraph corporation regarding the identity of each person or corporation to whom the information has been released, upon written request. The corporation shall notify every residential subscriber of the provisions of this subdivision whenever consent is requested pursuant to this subdivision.
- (c) Any residential subscriber who has, pursuant to subdivision (b), given written consent for the release of one or more of the categories of personal information specified in subdivision (a) may rescind this consent upon submission of a written notice to the telephone or telegraph corporation. The corporation shall cease to make available any personal information about the subscriber, within 30 days following receipt of notice given pursuant to this subdivision.
- (d) This section does not apply to any of the following:
 - (1) Information provided by residential subscribers for inclusion in the corporation's directory of subscribers.
 - (2) Information customarily provided by the corporation through directory assistance services.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 8 – NOTICES (Cont'd)

8.1 Privacy (Cont'd)

Section 2891 - Restriction on availability of information; written consent; types of information; rescission; civil remedy (Cont'd)

(d) (Cont'd)

- (3) Postal Zip Code information.
- (4) Information provided under supervision of the commission to a collection agency by the telephone corporation exclusively for the collection of unpaid debts.
- (5) Information provided to an emergency service agency responding to a 911 telephone call or any other call communicating an imminent threat to life or property.
- (6) Information provided to a law enforcement agency in response to lawful process.
- (7) Information which is required by the commission pursuant to its jurisdiction and control over telephone and telegraph corporations.
- (8) Information transmitted between telephone or telegraph corporations pursuant to the furnishing of telephone service between or within service areas.
- (9) Information required to be provided by the corporation pursuant to rules and orders of the commission or the Federal Communications Commission regarding the provision over telephone lines by parties other than the telephone and telegraph corporations of telephone or informational services.
- (e) Every violation is a grounds for a civil suit by the aggrieved residential subscriber against the telephone or telegraph corporation and its employees responsible for the violation.
- (f) For purposes of this section, access number means a telex, teletex, facsimile, computer modem, or any other code which is used by a residential subscriber of a telephone or telegraph corporation to direct a communication to another subscriber of the same or another telephone or telegraph corporation.

Section 2891.1 - Subscriber list sale or license; unlisted or unpublished numbers withheld; waiver; applications; criminal or civil liability

- (a) Notwithstanding Section 2891, a telephone corporation selling or licensing lists of residential subscribers shall not include the telephone number of any subscriber assigned an unlisted or unpublished access number.
- (b) A subscriber may waive all or part of the protection provided by this section through written notice to the telephone corporation.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 8 – NOTICES (Cont'd)

8.1 Privacy (Cont'd)

Section 2891 - Restriction on availability of information; written consent; types of information; rescission; civil remedy (Cont'd)

(d) (Cont'd)

- (3) Postal Zip Code information.
 - (4) Information provided under supervision of the commission to a collection agency by the telephone corporation exclusively for the collection of unpaid debts.
 - (5) Information provided to an emergency service agency responding to a 911 telephone call or any other call communicating an imminent threat to life or property.
 - (6) Information provided to a law enforcement agency in response to lawful process.
 - (7) Information which is required by the commission pursuant to its jurisdiction and control over telephone and telegraph corporations.
 - (8) Information transmitted between telephone or telegraph corporations pursuant to the furnishing of telephone service between or within service areas.
 - (9) Information required to be provided by the corporation pursuant to rules and orders of the commission or the Federal Communications Commission regarding the provision over telephone lines by parties other than the telephone and telegraph corporations of telephone or informational services.
- (e) Every violation is a grounds for a civil suit by the aggrieved residential subscriber against the telephone or telegraph corporation and its employees responsible for the violation.
- (f) For purposes of this section, access number means a telex, teletex, facsimile, computer modem, or any other code which is used by a residential subscriber of a telephone or telegraph corporation to direct a communication to another subscriber of the same or another telephone or telegraph corporation.

Section 2891.1 - Subscriber list sale or license; unlisted or unpublished numbers withheld; waiver; applications; criminal or civil liability

- (a) Notwithstanding Section 2891, a telephone corporation selling or licensing lists of residential subscribers shall not include the telephone number of any subscriber assigned an unlisted or unpublished access number.
- (c) A subscriber may waive all or part of the protection provided by this section through written notice to the telephone corporation.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 8 – NOTICES (Cont'd)

8.1 Privacy (Cont'd)

Section 2891.1 - Subscriber list sale or license; unlisted or unpublished numbers withheld; waiver; applications; criminal or civil liability (Cont'd)

- (c) This section does not apply to the provision of telephone numbers to the following parties for the purposes indicated:
- (1) To a collection agency, to the extent disclosures made by the agency are supervised by the commission, exclusively for the collection of unpaid debts.
 - (2A) To any law enforcement agency, fire protection agency, public health agency, public environmental health agency, city or county emergency services planning agency, or private for-profit agency operating under contract with, and at the direction of, one or more of these agencies, for the exclusive purpose of responding to a 911 call or communicating an imminent threat to life or property.
 - (2B) Any information or records provide to a private for-profit agency pursuant to this subdivision shall be held in confidence by that agency and by any individual employed by or associated with that agency. This information or these records shall not be open to examination for any purpose not directly connected with the administration of the services specified in subdivision (e) of Section 2872 or paragraph (2).
 - (3) To a lawful process issued under state or federal law.
 - (4) To a telephone corporation providing service between service areas for the provision to the subscriber of telephone service between service areas, or to third parties for the limited purpose of providing billing services.
 - (5) To the commission pursuant to its jurisdiction and control over telephone and telegraph corporations.
- (d) Every deliberate violation of this section is grounds for a civil suit by the aggrieved subscriber against the organization or corporation and its employees responsible for the violation.
- (e) For purposes of this section, "unpublished or unlisted access number" means a telephone, telex, teletex, facsimile, computer modem, or any other code number which is assigned to a subscriber by a telephone or telegraph corporation for the receipt of communications initiated by other telephone or telegraph customers and which the subscriber has requested that the telephone or telegraph corporation keep in confidence.
- (f) No telephone corporation, nor any official or employee thereof, shall subject to criminal or civil liability for the release of customer information as authorized by this section.

Section 2891.2 – "800" or "900" numbers; notification of disclosure of caller's telephone number

Telephone subscribers shall be annually notified that use of an "800" or "900" telephone number may result in the disclosure of the subscriber's telephone number to the called party. The commission shall, by rule or order, impose the responsibility for the notification with the telephone corporation that offers the caller identification service, often know as automatic number identification, in connection with an "800" or "900" service.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 8 – NOTICES (Cont'd)

8.1 Privacy (Cont'd)

Section 2891.1 - Subscriber list sale or license; unlisted or unpublished numbers withheld; waiver; applications; criminal or civil liability (Cont'd)

- (c) This section does not apply to the provision of telephone numbers to the following parties for the purposes indicated:
- (1) To a collection agency, to the extent disclosures made by the agency are supervised by the commission, exclusively for the collection of unpaid debts.
 - (2A) To any law enforcement agency, fire protection agency, public health agency, public environmental health agency, city or county emergency services planning agency, or private for-profit agency operating under contract with, and at the direction of, one or more of these agencies, for the exclusive purpose of responding to a 911 call or communicating an imminent threat to life or property.
 - (2B) Any information or records provide to a private for-profit agency pursuant to this subdivision shall be held in confidence by that agency and by any individual employed by or associated with that agency. This information or these records shall not be open to examination for any purpose not directly connected with the administration of the services specified in subdivision (e) of Section 2872 or paragraph (2).
 - (3) To a lawful process issued under state or federal law.
 - (4) To a telephone corporation providing service between service areas for the provision to the subscriber of telephone service between service areas, or to third parties for the limited purpose of providing billing services.
 - (5) To the commission pursuant to its jurisdiction and control over telephone and telegraph corporations.
- (d) Every deliberate violation of this section is grounds for a civil suit by the aggrieved subscriber against the organization or corporation and its employees responsible for the violation.
- (e) For purposes of this section, "unpublished or unlisted access number" means a telephone, telex, teletex, facsimile, computer modem, or any other code number which is assigned to a subscriber by a telephone or telegraph corporation for the receipt of communications initiated by other telephone or telegraph customers and which the subscriber has requested that the telephone or telegraph corporation keep in confidence.
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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 9 – RENDERING AND PAYMENT OF BILLS

9.1 Payment Arrangements

9.1.1 Payment for Service

The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its joint or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer-provided systems, equipment, facilities, or services interconnected to the Customer's service, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the Customer's employees or other members of the public.

9.1.1.1 Taxes

All charges for services are exclusive of applicable federal, state, and local sales, use, excise, utility and gross receipts taxes, other tax-like charges and tax-related surcharges as provided in this tariff, which customer agrees to pay. The Customer is responsible for the payment of any such charges and surcharges imposed on or based upon the provision, sale or use of Local Exchange Services. Taxes based on the Company's net income shall be the sole responsibility of the Company. If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on Company, in addition to its own internal costs, in connection with a service for which Company's non-recurring charge is specified, those charges will be passed on to the Customer. In the event that the customer provides Company with a duly authorized exemption certificate, Company agrees to exempt the customer in accordance with law, effective on the date the exemption certificate is received by Company.

9.1.1.2 Surcharges¹

A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular states receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of and measured by the gross receipts or revenues in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

California Tariff No. 7 (Continued on next Sheet)

¹Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company, in its sole discretion, will either reduce service rates for a fixed period of time in the future in order to flow - through to Customer an amount equivalent to the funds collected or it will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and returned to the Company.

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 9 – RENDERING AND PAYMENT OF BILLS

9.1 Payment Arrangements

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California Tariff No. 7, (Continued on next Sheet)

¹Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company, in its sole discretion, will either reduce service rates for a fixed period of time in the future in order to flow - through to Customer an amount equivalent to the funds collected or it will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and returned to the Company.

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 9 – RENDERING AND PAYMENT OF BILLS

9.1 Payment Arrangements (Cont'd)

9.1.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer or its joint authorized users by the Company.

9.1.2.1 Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

9.2.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date.

9.1.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the Recurring charges for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days. All Non-Recurring and usage charges shall be billed in addition to any pro-rated amounts.

9.1.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

9.1.2.5 Amounts not paid within 22 days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that Customer pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash. For Residential Customers, a late payment charge of 1.5% may be applied to balances not paid within 31 days from the invoice date, where capabilities exist. The late payment charge will be applied to the entire unpaid balance of the customer's monthly invoice, including taxes. If the Company hires a collection agency to collect, or attempt to collect, any charges owed the Company, customer will be liable to the Company for an additional payment equal to 35 percent of the charges owed, where permitted by applicable law. If the Company incurs any fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company other than by hiring a collection agency, customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

9.1.2.6 In the event payment is made by check and the customer's check is not honored by the institution on which it was drawn, MCImetro will impose, and the customer will be required to pay, a \$10.00 fee, in addition to other remedies available under the Tariff.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 9 – RENDERING AND PAYMENT OF BILLS

9.1 Payment Arrangements (Cont'd)

9.1.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer or its joint authorized users by the Company.

9.1.2.1 Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

9.2.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date.

9.1.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the Recurring charges for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days. All Non-Recurring and usage charges shall be billed in addition to any pro-rated amounts.

9.1.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

9.1.2.6 Amounts not paid within 22 days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that Customer pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash. For Residential Customers, a late payment charge of 1.5% may be applied to balances not paid within 31 days from the invoice date, where capabilities exist. The late payment charge will be applied to the entire unpaid balance of the customer's monthly invoice, including taxes. If the Company hires a collection agency to collect, or attempt to collect, any charges owed the Company, customer will be liable to the Company for an additional payment equal to 35 percent of the charges owed, where permitted by applicable law. If the Company incurs any fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company other than by hiring a collection agency, customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

9.1.2.6 In the event payment is made by check and the customer's check is not honored by the institution on which it was drawn, MCImetro will impose, and the customer will be required to pay, a \$10.00 fee, in addition to other remedies available under the Tariff.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 9 – RENDERING AND PAYMENT OF BILLS (Cont'd)

9.1 Payment Arrangements (Cont'd)

9.1.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge (s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

RULE NO. 10 – DISPUTED BILLS

10.1 Disputed Bills

In the case of a billing dispute between the Customer and the Company which cannot be resolved to the mutual satisfaction of both parties, the following procedure will apply:

- a. The Customer can make a request for an investigation and review of the disputed amount. The Company must comply with the Customer's request for an investigation.
- b. The undisputed portion of the bill must be paid by the Due By Date shown on the bill or the service will be subject to disconnection, provided that the Company has given the Customer written notice of such delinquency and impending termination.
- c. If there is still disagreement after the investigation and review by the Company, the Customer may appeal to the Consumer Affairs Branch of the Commission for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with the Consumer Affairs Branch, within 7 calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.
- d. The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with (b) and (c) above.
- e. All disputed charges for any telecommunications service are subject to a rebuttable presumption that the charges are unauthorized unless there is a record of affirmative subscriber authorization; (ii) a demonstrated pattern of knowledgeable past use; or (iii) other persuasive evidence of authorization. The Company shall respond to CAB's request for information within 10 business days.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 9 – RENDERING AND PAYMENT OF BILLS (Cont'd)

9.1 Payment Arrangements (Cont'd)

9.1.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge (s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

RULE NO. 10 – DISPUTED BILLS

10.1 Disputed Bills

In the case of a billing dispute between the Customer and the Company which cannot be resolved to the mutual satisfaction of both parties, the following procedure will apply:

- a. The Customer can make a request for an investigation and review of the disputed amount. The Company must comply with the Customer's request for an investigation.
- b. The undisputed portion of the bill must be paid by the Due By Date shown on the bill or the service will be subject to disconnection, provided that the Company has given the Customer written notice of such delinquency and impending termination.
- c. If there is still disagreement after the investigation and review by the Company, the Customer may appeal to the Consumer Affairs Branch of the Commission for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with the Consumer Affairs Branch, within 7 calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.
- d. The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with (b) and (c) above.
- e. All disputed charges for any telecommunications service are subject to a rebuttable presumption that the charges are unauthorized unless there is a record of affirmative subscriber authorization; (ii) a demonstrated pattern of knowledgeable past use; or (iii) other persuasive evidence of authorization. The Company shall respond to CAB's request for information within 10 business days.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 10 – DISPUTED BILLS (Cont'd)

10.1 Disputed Bills (Cont'd)

- f. CAB will review the claim of the disputed amount, communicate the results of its review to the Customer and the Company and make disbursement of the deposited amount.
- g. After the investigation and review are completed by the Company as noted in (a) above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.
- h. The addresses of the California Public Utilities Commission is:

California Public Utilities Commission
Consumer Affairs Branch
505 Van Ness Avenue
San Francisco, CA 94102

Or

California Public Utilities Commission
Consumer Affairs Branch
107 South Broadway Rm # 5109
Los Angeles, CA 90012

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

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 10 – DISPUTED BILLS (Cont'd)

10.1 Disputed Bills (Cont'd)

- f. CAB will review the claim of the disputed amount, communicate the results of its review to the Customer and the Company and make disbursement of the deposited amount.
- g. After the investigation and review are completed by the Company as noted in (a) above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.
- h. The addresses of the California Public Utilities Commission is:

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Consumer Affairs Branch
505 Van Ness Avenue
San Francisco, CA 94102

Or

California Public Utilities Commission
Consumer Affairs Branch
107 South Broadway Rm # 5109
Los Angeles, CA 90012

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

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 10 – DISPUTED BILLS (Cont'd)

10.1 Disputed Bills (Cont'd)

- f. CAB will review the claim of the disputed amount, communicate the results of its review to the Customer and the Company and make disbursement of the deposited amount.
- g. After the investigation and review are completed by the Company as noted in (a) above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.
- h. The addresses of the California Public Utilities Commission is:

California Public Utilities Commission
Consumer Affairs Branch
505 Van Ness Avenue, Room 2003
San Francisco, CA 94102
Telephone: 1-800-649-7570
(8:30 AM to 4:30 PM, Monday through Friday)

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

California Tariff No. 7 (Continued on next Sheet)

Advice Letter No. 600
Decision No.

Edwin Reese
Tariff Administrator
1300 I Street NW, 500E
Washington, DC 20005

Date Filed: 08/21/18
Effective Date: 08/22/18
Resolution No.

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 11 – DISCONTINUANCE AND RESTORATION OF SERVICE

11.1 Discontinuance of Service

11.1.1 Discontinuance of Service by Customer

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

11.1.2 Discontinuance of Service by Company – Nonpayment

Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the Customer not less than 7 calendar days prior to termination. Each notice shall include all of the following information:

- a. The name and address of the Customer whose account is delinquent.
- b. The amount that is delinquent.
- c. The date when payment or arrangements for payments are required in order to avoid termination.
- d. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
- e. The procedure the Customer may use to request amortization of the unpaid charges.
- f. A toll-free telephone number to reach a carrier service representative who can provide subscriber assistance. The toll-free number must be staffed to meet the same standard as described in Rule 1(e)(1).
- g. The telephone number of the Commission's Consumer Affairs Branch where the subscriber may direct inquiries.
- h. Local service may not be discontinued for nonpayment of unregulated competitive services.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 11 – DISCONTINUANCE AND RESTORATION OF SERVICE

11.1 Discontinuance of Service

11.1.1 Discontinuance of Service by Customer

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

11.1.2 Discontinuance of Service by Company – Nonpayment

Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the Customer not less than 7 calendar days prior to termination. Each notice shall include all of the following information:

- a. The name and address of the Customer whose account is delinquent.
- b. The amount that is delinquent.
- c. The date when payment or arrangements for payments are required in order to avoid termination.
- d. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
- e. The procedure the Customer may use to request amortization of the unpaid charges.
- f. A toll-free telephone number to reach a carrier service representative who can provide subscriber assistance. The toll-free number must be staffed to meet the same standard as described in Rule 1(e)(1).
- i. The telephone number of the Commission's Consumer Affairs Branch where the subscriber may direct inquiries.
- j. Local service may not be discontinued for nonpayment of unregulated competitive services.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

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

11.1 Discontinuance of Service (Cont'd)

11.1.3 Discontinuance of Service by Company – Other

The Company may also discontinue service for the following reasons:

- a. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- b. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- c. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- d. Upon any governmental prohibition or required, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- e. The Company shall have the right to refuse or discontinue service without advance notice if the acts of the Customer are such as to indicate intention to defraud the Company. This includes fraudulently placing and receiving calls and/or providing false credit information.
- f. If a customer uses their service or equipment in connection with a plan which causes an unusually large volume of calls to be made to such customer at or about the same time with the result that the service to others is interfered with, the Utility will notify in writing said customer of the problem and the customer shall then take action to modify such plan so that the problem will be eliminated, or the customer may subscribe to such additional service and equipment as necessary to handle the unusual volume of calls. Such notice shall indicate the customer's right to submit the matter to the Public Utilities Commission for review. Should the customer not take remedial action within five (5) days, and a second impaired service condition arises, the Utility may discontinue the service without further notice. A service may be discontinued without advance notice if the plan creates a call blockage in a Utility switching office resulting in preventing, obstructing or delaying the telephone service of others.
- g. The Utility has the right to refuse telephone service to any premises and at any time to discontinue telephone service, if it finds it necessary to do so to protect itself against intentional abuse. Intentional abuse of service includes, without limiting the generality of the foregoing; the use of service or facilities of the Utility to transmit a message or to locate a person or otherwise to give or obtain information, without payment of a message toll charge or an exchange service charge. Another form of such abuse is an intentional uninterrupted connection of one exchange station to another station, excluding those connections charged for on an elapsed time basis, which permits the use of the facilities in a manner similar to private line service. It also includes intentional receiver off hook conditions.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

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

11.1 Discontinuance of Service (Cont'd)

11.1.3 Discontinuance of Service by Company – Other

The Company may also discontinue service for the following reasons:

- a. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- b. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- d. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- h. Upon any governmental prohibition or required, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- i. The Company shall have the right to refuse or discontinue service without advance notice if the acts of the Customer are such as to indicate intention to defraud the Company. This includes fraudulently placing and receiving calls and/or providing false credit information.
- j. If a customer uses their service or equipment in connection with a plan which causes an unusually large volume of calls to be made to such customer at or about the same time with the result that the service to others is interfered with, the Utility will notify in writing said customer of the problem and the customer shall then take action to modify such plan so that the problem will be eliminated, or the customer may subscribe to such additional service and equipment as necessary to handle the unusual volume of calls. Such notice shall indicate the customer's right to submit the matter to the Public Utilities Commission for review. Should the customer not take remedial action within five (5) days, and a second impaired service condition arises, the Utility may discontinue the service without further notice. A service may be discontinued without advance notice if the plan creates a call blockage in a Utility switching office resulting in preventing, obstructing or delaying the telephone service of others.
- k. The Utility has the right to refuse telephone service to any premises and at any time to discontinue telephone service, if it finds it necessary to do so to protect itself against intentional abuse. Intentional abuse of service includes, without limiting the generality of the foregoing; the use of service or facilities of the Utility to transmit a message or to locate a person or otherwise to give or obtain information, without payment of a message toll charge or an exchange service charge. Another form of such abuse is an intentional uninterrupted connection of one exchange station to another station, excluding those connections charged for on an elapsed time basis, which permits the use of the facilities in a manner similar to private line service. It also includes intentional receiver off hook conditions.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

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

11.1 Discontinuance of Service (Cont'd)

11.1.3 Discontinuance of Service by Company – Other

- h. CPUC's Decision No. 91188 in Case No. 4930, requires that each communications utility, operating under the jurisdiction of the CPUC, include the provisions of the rule set forth in Appendix "B" of that decision as a part of the rules in the utility's schedules. Accordingly, Appendix B of Decision No. 91188, Case No. 4930, is quoted herein:

APPENDIX B

1. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probably cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.
2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request for interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.
3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the communications utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber the communications utility shall promptly restore such service.
4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

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

11.1 Discontinuance of Service (Cont'd)

11.1.3 Discontinuance of Service by Company – Other

- h. CPUC's Decision No. 91188 in Case No. 4930, requires that each communications utility, operating under the jurisdiction of the CPUC, include the provisions of the rule set forth in Appendix "B" of that decision as a part of the rules in the utility's schedules. Accordingly, Appendix B of Decision No. 91188, Case No. 4930, is quoted herein:

APPENDIX B

1. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probably cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.
3. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request for interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.
3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the communications utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber the communications utility shall promptly restore such service.
4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

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

11.1 Discontinuance of Service (Cont'd)

11.1.3 Discontinuance of Service by Company – Other

h. (Cont'd)

APPENDIX B (Cont'd)

5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.
6. At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.
7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
8. The term "person", as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.
9. The term "communications utility", as used herein, includes a "telephone corporation" and a "telegraph corporation", as defined in Division 1 of the California Public Utilities Code.

For the information of our customers, the addresses of the Commission's offices are as follows:

For Northern California:

California Public Utilities Commission
505 Van Ness Avenue
San Francisco, California 94102

For Southern California

California Public Utilities Commission
107 South Broadway
Los Angeles, California 90012

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

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

11.1 Discontinuance of Service (Cont'd)

11.1.3 Discontinuance of Service by Company – Other

h. (Cont'd)

APPENDIX B (Cont'd)

5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.
6. At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.
7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
8. The term "person", as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.
9. The term "communications utility", as used herein, includes a "telephone corporation" and a "telegraph corporation", as defined in Division 1 of the California Public Utilities Code.

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For Northern California:

California Public Utilities Commission
505 Van Ness Avenue
San Francisco, California 94102

For Southern California

California Public Utilities Commission
107 South Broadway
Los Angeles, California 90012

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

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

11.2 Cancellation of Application for Service

- 11.2.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 11.2.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 11.2.3 Where the Company incurs an expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

The special charges described in 11.2.1 will be calculated and applied on a case-by-case basis.

11.3 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

11.4 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

11.5 Cancellation of Service

- 11.5.1 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 14 below), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 9.1.2 all costs, fees, and expenses reasonably incurred in connection with; 1) all Non-Recurring charges reasonably expended by Company to establish service to Customer, plus; 2) all Recurring Charges specified in the applicable Tariff for the balance of the then current term.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

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

11.2 Cancellation of Application for Service

11.2.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

11.2.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

11.2.3 Where the Company incurs an expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

The special charges described in 11.2.1 will be calculated and applied on a case-by-case basis.

11.3 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

11.4 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

11.5 Cancellation of Service

11.5.1 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 14 below), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 9.1.2 all costs, fees, and expenses reasonably incurred in connection with; 1) all Non-Recurring charges reasonably expended by Company to establish service to Customer, plus; 2) all Recurring Charges specified in the applicable Tariff for the balance of the then current term.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

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

11.5 Cancellation of Service (Cont'd)

11.5.2 The Company shall have the right to refuse or discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:

11.5.2.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. This includes the right to refuse or discontinue service when a Customer fraudulently places and/or receives calls that have patterns which are similar to documented calling patterns of known organized fraudulent acts. The Company's right to discontinue or refuse service applies to, but is not limited to, the following sub-sections [11.5.2.1 (a-g)]:

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications Services or its planned use of the Company's service(s); or
- (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Rule No. 7 (Deposits); or
- (d) The Customer has been given written notice by the Company, not less than 7 days prior to termination, of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (e) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
- (f) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (f.1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (f.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (f.3) Any other fraudulent means or devices; or
- (g) If the Company determines that the acts of the Customer, including providing false credit information, are such as to indicate fraudulent conduct on the part of the Customer.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

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

11.5 Cancellation of Service (Cont'd)

11.5.2 The Company shall have the right to refuse or discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:

11.5.2.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. This includes the right to refuse or discontinue service when a Customer fraudulently places and/or receives calls that have patterns which are similar to documented calling patterns of known organized fraudulent acts. The Company's right to discontinue or refuse service applies to, but is not limited to, the following sub-sections [11.5.2.1 (a-g)]:

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications Services or its planned use of the Company's service(s); or
- (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Rule No. 7 (Deposits); or
- (d) The Customer has been given written notice by the Company, not less than 7 days prior to termination, of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (e) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
- (f) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (f.1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (f.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (f.3) Any other fraudulent means or devices; or
- (g) If the Company determines that the acts of the Customer, including providing false credit information, are such as to indicate fraudulent conduct on the part of the Customer.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

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

11.5 Cancellation of Service (Cont'd)

11.5.2 (Cont'd)

11.5.2.2 Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Rule No. 7 (Deposits); or

11.5.2.3 Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance; or

If the Customer's service or service arrangements is discontinued, the Customer will continue to have access to 911 (Emergency Service), 611 (Repair Service) and the Company's business offices. The Customer will also continue to receive dial tone, but attempts to place calls to any seven digit, area code + seven digit, 1 + area code + seven digit or 0 + area code + seven digit telephone number will be prohibited.

RULE NO. 12 – CONTRACTS AND AGREEMENTS

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

RULE NO. 13 – USE OF CUSTOMER'S SERVICE BY OTHERS

A) Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or California Public Utilities Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its Services and for notifying the Company of any unauthorized use.

B) Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

California Tariff No. 7 (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

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

11.5 Cancellation of Service (Cont'd)

11.5.2 (Cont'd)

11.5.2.2 Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Rule No. 7 (Deposits); or

11.5.2.3 Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance; or

If the Customer's service or service arrangements is discontinued, the Customer will continue to have access to 911 (Emergency Service), 611 (Repair Service) and the Company's business offices. The Customer will also continue to receive dial tone, but attempts to place calls to any seven digit, area code + seven digit, 1 + area code + seven digit or 0 + area code + seven digit telephone number will be prohibited.

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Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 - CONTINUITY OF SERVICE

14.1 LIMITATIONS

Applicable only to services provided under this tariff, and other than for Wholesale Local.

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
2. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
3. The Company will not provide a credit allowance for interruptions of service caused by the customer's facilities, equipment, or systems.
4. Except as provided in 14.1.3 of this rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays errors or defects in any of the services or facilities furnished by the Company up to and including its local loop demarcation point, including exchange, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other Services shall in no event exceed an amount equal to the pro rata charges to the customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
5. Allowances for Services other than Directory:
The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company.

The company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of the customer an amount equal to the fixed monthly charge for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

California Tariff No. 7, (Continued on next Sheet)

¹The allowance applies only to service within the same exchange area.

²The allowance applies only to station equipment and/or channel facilities.

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 - CONTINUITY OF SERVICE

14.1 LIMITATIONS

Applicable only to services provided under this tariff, and other than for Wholesale Local.

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
2. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
3. The Company will not provide a credit allowance for interruptions of service caused by the customer's facilities, equipment, or systems.
4. Except as provided in 14.1.3 of this rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays errors or defects in any of the services or facilities furnished by the Company up to and including its local loop demarcation point, including exchange, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other Services shall in no event exceed an amount equal to the pro rata charges to the customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
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California Tariff No. 7, (Continued on next Sheet)

¹The allowance applies only to service within the same exchange area.

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Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 - CONTINUITY OF SERVICE

14.1 LIMITATIONS

Applicable only to services provided under this tariff, and other than for Wholesale Local.

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
2. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
3. The Company will not provide a credit allowance for interruptions of service caused by the customer's facilities, equipment, or systems.
4. Except as provided in 14.1.3 of this rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays errors or defects in any of the services or facilities furnished by the Company up to and including its local loop demarcation point, including exchange, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other Services shall in no event exceed an amount equal to the pro rata charges to the customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
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California Tariff No. 7, (Continued on next Sheet)

¹The allowance applies only to service within the same exchange area.

²The allowance applies only to station equipment and/or channel facilities.

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 - CONTINUITY OF SERVICE (Cont'd)

14.1 LIMITATIONS (Cont'd)

6. Allowances for Directory

Subject to Section 3 of this rule the Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:

- a. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the customer for exchange service during the effective life of the directory in which the error or omission occurred.
- b. For listings and lines of information in alphabetical telephone directories furnished at additional charge in an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
- c. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the customer for exchange service during the period the error or omission continued.
- d. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

7. Temporary Suspension for Repairs

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

8. Errors in Transmitting, Receiving or Delivering Oral Messages by Telephone

The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting companies.

9. Errors in Information Furnished by Directory Assistance Operators

Subject to provisions of Section 3 of this rule, the Company shall allow a credit for errors in telephone numbers or other information furnished by the Company's Directory Assistance Operators in an amount not in excess of the charge for a call to Directory Assistance, dialed direct or placed through another company operator (i.e. "0" operator) as appropriate to the call on which the error occurred. For direct dialed calls, the credit will only apply if the customer has exceeded their allowance and incurred a charge.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 - CONTINUITY OF SERVICE (Cont'd)

14.1 LIMITATIONS (Cont'd)

6. Allowances for Directory

Subject to Section 3 of this rule the Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:

- a. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the customer for exchange service during the effective life of the directory in which the error or omission occurred.
- b. For listings and lines of information in alphabetical telephone directories furnished at additional charge in an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
- c. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the customer for exchange service during the period the error or omission continued.
- d. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 - CONTINUITY OF SERVICE (Cont'd)

14.1 LIMITATIONS (Cont'd)

6. Allowances for Directory

Subject to Section 3 of this rule the Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:

- a. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the customer for exchange service during the effective life of the directory in which the error or omission occurred.
- b. For listings and lines of information in alphabetical telephone directories furnished at additional charge in an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
- c. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the customer for exchange service during the period the error or omission continued.
- d. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 - CONTINUITY OF SERVICE (Cont'd)

14.2 LIMITATIONS - Applicable only to services provided under this tariff for Wholesale Local Service

- 14.2.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (a) the furnishing of its Services including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (b) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Rule 20.
- 14.2.2 In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- 14.2.3 Except for the extension of allowances to the Customer for interruptions in service as set forth in Rule 20, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 14.2.4 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 14.2.5 The Company shall not be liable for any claims for loss or damages involving:
- a) Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (3) common carriers or warehousemen;
 - b) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - c) Any unlawful or unauthorized use of the Company's facilities and services;
 - d) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company provided facilities or services with Customer provided facilities or services;
 - e) Breach in the privacy or security of communications transmitted over the Company's facilities;
 - f) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or Services or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Rule 16 preceding.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 - CONTINUITY OF SERVICE (Cont'd)

14.2 LIMITATIONS - Applicable only to services provided under this tariff for Wholesale Local Service

- 14.2.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (a) the furnishing of its Services including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (b) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Rule 20.
- 14.2.2 In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- 14.2.3 Except for the extension of allowances to the Customer for interruptions in service as set forth in Rule 20, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 14.2.4 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 14.2.5 The Company shall not be liable for any claims for loss or damages involving:
- a) Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (3) common carriers or warehousemen;
 - b) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - c) Any unlawful or unauthorized use of the Company's facilities and services;
 - d) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company provided facilities or services with Customer provided facilities or services;
 - e) Breach in the privacy or security of communications transmitted over the Company's facilities;
 - f) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or Services or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Rule 16 preceding.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 - CONTINUITY OF SERVICE (Cont'd)

14.2 LIMITATIONS - Applicable only to services provided under this tariff for Wholesale Local Service

- 14.2.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (a) the furnishing of its Services including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (b) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Rule 20.
- 14.2.2 In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- 14.2.3 Except for the extension of allowances to the Customer for interruptions in service as set forth in Rule 20, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 14.2.4 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 14.2.5 The Company shall not be liable for any claims for loss or damages involving:
- a) Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (3) common carriers or warehousemen;
 - b) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - c) Any unlawful or unauthorized use of the Company's facilities and services;
 - d) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company provided facilities or services with Customer provided facilities or services;
 - e) Breach in the privacy or security of communications transmitted over the Company's facilities;
 - f) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or Services or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Rule 16 preceding.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 - CONTINUITY OF SERVICE (Cont'd)

14.2 [Reserved For Future Use]

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(D)

California Tariff No. 7, (Continued on next Sheet)

Advice Letter No. 648
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Edwin Reese
Analyst-Govt Relations
1300 I Street NW, 500W
Washington, DC 20005

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Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 - CONTINUITY OF SERVICE (Cont'd)

14.2 LIMITATIONS - Applicable only to services provided under this tariff for Wholesale Local Service (Cont'd)

14.2.5 (Cont'd)

- g) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- h) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- i) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- j) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.
- k) Any act or omission in connection with the provision of 911, E911, or similar services;
- l) Any noncompletion of calls due to network busy conditions;
- m) Any calls not actually attempted to be completed during any period that service is unavailable.

14.2.6 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

14.2.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 - CONTINUITY OF SERVICE (Cont'd)

14.2 LIMITATIONS - Applicable only to services provided under this tariff for Wholesale Local Service (Cont'd)

14.2.5 (Cont'd)

- g) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- h) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- i) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- j) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.
- k) Any act or omission in connection with the provision of 911, E911, or similar services;
- l) Any noncompletion of calls due to network busy conditions;
- m) Any calls not actually attempted to be completed during any period that service is unavailable.

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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 - CONTINUITY OF SERVICE (Cont'd)

14.2 LIMITATIONS - Applicable only to services provided under this tariff for Wholesale Local Service (Cont'd)

14.2.5 (Cont'd)

- g) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- h) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- i) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- j) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.
- k) Any act or omission in connection with the provision of 911, E911, or similar services;
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14.2.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 - CONTINUITY OF SERVICE (Cont'd)

14.2 [Reserved For Future Use]

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California Tariff No. 7, (Continued on next Sheet)

Advice Letter No. 648
Decision No.

Edwin Reese
Analyst-Govt Relations
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Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 – CONTINUITY OF SERVICE (Cont'd)

14.2 [Reserved For Future Use]

(D)

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California Tariff No. 7, (Continued on next Sheet)

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RULES (Cont'd)

RULE NO. 14 – CONTINUITY OF SERVICE (Cont'd)

14.2 LIMITATIONS - Applicable only to services provided under this tariff for Wholesale Local Service (Cont'd)

14.2.8 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

14.2.9 Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

14.2.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

14.2.11 The Company shall indemnify, defend, and hold harmless the Customer from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury to persons or property, and any interruption of, interference to, or other defect in any service provided by the Company to any third party, if such injury, interruption, interference, or other defect was not caused by any negligent or intentional act or omission of the Customer or any of its officers, employees, agents, invitees, or contractors.

14.2.12 Allowances Specific for Interruptions to Wholesale Local Service

A) General

- 1) A credit allowance will be given when service is interrupted, except as specified in (B) following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- 2) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 3) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 – CONTINUITY OF SERVICE (Cont'd)

14.2 LIMITATIONS - Applicable only to services provided under this tariff for Wholesale Local Service (Cont'd)

14.2.8 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

14.2.10 Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

14.2.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 – CONTINUITY OF SERVICE (Cont'd)

14.2 LIMITATIONS - Applicable only to services provided under this tariff for Wholesale Local Service (Cont'd)

14.2.8 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 – CONTINUITY OF SERVICE (Cont'd)

14.2 LIMITATIONS - Applicable only to services provided under this tariff for Wholesale Local Service (Cont'd)

14.2.12 Allowances Specific for Interruptions to Wholesale Local Service (Cont'd)

B) Limitations of Allowances

No credit allowance will be made for any interruption in service:

- 1) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- 2) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- 3) Due to circumstances or causes beyond the control of the Company;
- 4) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- 5) During any period in which the Customer continues to use the service on an impaired basis;
- 6) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 7) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 8) That was not reported to the Company within thirty (30) days of the date that service was affected.

C) Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

D) Application of Credits for Interruptions in Service

- 1) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 2) For calculating credit allowances, every month is considered to have thirty (30) days.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 – CONTINUITY OF SERVICE (Cont'd)

14.2 LIMITATIONS - Applicable only to services provided under this tariff for Wholesale Local Service (Cont'd)

14.2.12 Allowances Specific for Interruptions to Wholesale Local Service (Cont'd)

B) Limitations of Allowances

No credit allowance will be made for any interruption in service:

- 1) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- 2) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- 3) Due to circumstances or causes beyond the control of the Company;
- 4) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- 5) During any period in which the Customer continues to use the service on an impaired basis;
- 6) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 7) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 8) That was not reported to the Company within thirty (30) days of the date that service was affected.

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- 2) For calculating credit allowances, every month is considered to have thirty (30) days.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 – CONTINUITY OF SERVICE (Cont'd)

14.2 LIMITATIONS - Applicable only to services provided under this tariff for Wholesale Local Service (Cont'd)

14.2.12 Allowances Specific for Interruptions to Wholesale Local Service (Cont'd)

B) Limitations of Allowances

No credit allowance will be made for any interruption in service:

- 1) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- 2) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- 3) Due to circumstances or causes beyond the control of the Company;
- 4) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- 5) During any period in which the Customer continues to use the service on an impaired basis;
- 6) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 7) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 8) That was not reported to the Company within thirty (30) days of the date that service was affected.

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- 2) For calculating credit allowances, every month is considered to have thirty (30) days.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 - CONTINUITY OF SERVICE (Cont'd)

14.2 LIMITATIONS - Applicable only to services provided under this tariff for Wholesale Local Service (Cont'd)

14.2.12 Allowances Specific for Interruptions to Wholesale Local Service (Cont'd)

D) Application of Credits for Interruptions in Service (Cont'd)

- 3) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

4) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

5) Continuous Interruption Over 24 Hours and Less Than 72 Hours.

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

6) Interruptions Over 72 Hours.

Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one month period.

E) Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 - CONTINUITY OF SERVICE (Cont'd)

14.2 LIMITATIONS - Applicable only to services provided under this tariff for Wholesale Local Service (Cont'd)

14.2.12 Allowances Specific for Interruptions to Wholesale Local Service (Cont'd)

D) Application of Credits for Interruptions in Service (Cont'd)

- 3) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

4) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

5) Continuous Interruption Over 24 Hours and Less Than 72 Hours.

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

6) Interruptions Over 72 Hours.

Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one month period.

E) Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 14 - CONTINUITY OF SERVICE (Cont'd)

14.2 LIMITATIONS - Applicable only to services provided under this tariff for Wholesale Local Service (Cont'd)

14.2.12 Allowances Specific for Interruptions to Wholesale Local Service (Cont'd)

D) Application of Credits for Interruptions in Service (Cont'd)

- 3) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

4) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

5) Continuous Interruption Over 24 Hours and Less Than 72 Hours.

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

6) Interruptions Over 72 Hours.

Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one month period.

E) Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 15 - DEMARCATION POINTS

15.1 Responsibilities

The Company will provide facilities, equipment, and services to its local loop demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the local loop demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's local loop demarcation point.

Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.

15.2 Local Loop Demarcation Point

1. The Company's Local Loop Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the building owner or end-user customer. This demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the intrabuilding network cable (INC), if any, provided by the building owner.

Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.

2. The Local Loop Demarcation Point may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the Company's network facilities.
3. The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story building, and includes the Company's entrance facility, except as set forth in Paragraph 4 following. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.
4. Exceptions:
 - a. Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment where the equipment has been provided by the Company.
 - b. Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the terminal equipment where the equipment has been provided by the Company.
 - c. Company-provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the end-user or building owner, and includes the equipment.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 15 - DEMARCATION POINTS

15.1 Responsibilities

The Company will provide facilities, equipment, and services to its local loop demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the local loop demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's local loop demarcation point.

Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.

15.2 Local Loop Demarcation Point

1. The Company's Local Loop Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the building owner or end-user customer. This demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the intrabuilding network cable (INC), if any, provided by the building owner.

Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.

2. The Local Loop Demarcation Point may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the Company's network facilities.
3. The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story building, and includes the Company's entrance facility, except as set forth in Paragraph 4 following. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.
4. Exceptions:
 - a. Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment where the equipment has been provided by the Company.
 - b. Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the terminal equipment where the equipment has been provided by the Company.
 - c. Company-provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the end-user or building owner, and includes the equipment.

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Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 15 - DEMARCATION POINTS (Cont'd)

15.2 Local Loop Demarcation Point (Cont'd)

4. Exceptions: (Cont'd)

- d. If a property owner desires an additional Local Loop Demarcation Point(s) at a specified location on a Customer's premises for purposes of providing service assurance, safety, security and privacy of data communications over the cable (generally known as "Direct Feed"), the owner will be required to pay for additional network cable and network facilities through special construction arrangements. In particular, additional Local Loop Demarcation Points cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from one location to another location.
- e. Fiber Optic Cable: The demarcation point is at the Company-provided Fiber Optic Terminal (FOT) equipment. The Company's responsibility includes the FOT equipment where the equipment has been provided by the Company.
- f. Carrier Points of Presence ("POP"): Local Loop Demarcation Point guidelines are not applicable for access services provided to interexchange carriers, local exchange carriers, and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission's regulations) Point of Presence location. However, Local Loop Demarcation Point rules do apply to all Company-provided service(s) provisioned to a Point of Presence when the service(s) is used in the capacity of an end-user of the service(s).

15.3 INC Demarcation Point

- 1. The Intrabuilding Network Cable (INC) demarcation point separates the building owner's responsibility to provide INC from the end-user's responsibility to provide inside wire, standard jacks, and customer premises equipment. This demarcation point designates the end of the INC provided by the building owner and the beginning of simple or complex inside wire provided by the end-user.
- 2. The INC demarcation point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth in Paragraph 3 following and B.4 preceding.
- 3. Where there is no intrabuilding network cable or it is in a single-story building, the INC demarcation is the Company's Local Loop Demarcation Point.

15.4 Inside Wire Demarcation Point

- 1. The inside Wire Demarcation Point is located where Customer premises equipment (CPE) is connected to the inside wire. This demarcation point designates the end of the inside wire and the beginning of the CPE facilities.
- 2. The Inside Wire Demarcation Point separates the inside wire vendor's responsibility from that of the CPE vendor. This demarcation point, where the Company is the vendor of choice for inside wire repair and CPE trouble isolation, begins where the Customer's inside wire connects to the INC. Where there is no INC, the Inside Wire Demarcation Point is the MPOE.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 15 - DEMARCATION POINTS (Cont'd)

15.2 Local Loop Demarcation Point (Cont'd)

4. Exceptions: (Cont'd)

- d. If a property owner desires an additional Local Loop Demarcation Point(s) at a specified location on a Customer's premises for purposes of providing service assurance, safety, security and privacy of data communications over the cable (generally known as "Direct Feed"), the owner will be required to pay for additional network cable and network facilities through special construction arrangements. In particular, additional Local Loop Demarcation Points cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from one location to another location.
- e. Fiber Optic Cable: The demarcation point is at the Company-provided Fiber Optic Terminal (FOT) equipment. The Company's responsibility includes the FOT equipment where the equipment has been provided by the Company.
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- 2. The INC demarcation point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth in Paragraph 3 following and B.4 preceding.
- 3. Where there is no intrabuilding network cable or it is in a single-story building, the INC demarcation is the Company's Local Loop Demarcation Point.

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- 2. The Inside Wire Demarcation Point separates the inside wire vendor's responsibility from that of the CPE vendor. This demarcation point, where the Company is the vendor of choice for inside wire repair and CPE trouble isolation, begins where the Customer's inside wire connects to the INC. Where there is no INC, the Inside Wire Demarcation Point is the MPOE.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 15 - DEMARCATION POINTS (Cont'd)

15.5 Continuous Property

1. Continuous Property is land which is
 - a. wholly owned by a single individual or entity, regardless of whether the owner leases¹ all or a portion(s) of the property to another and
 - b. which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare² or the property of another.
2. There are three basic types of Continuous Properties:
 - a. Single-tenant commercial in which one owner or tenant occupies all building.
 - b. Mixed commercial and residential (e.g., building with both commercial and residential space or campus-type configurations such as colleges and military bases) in which a mixture of business and residential uses exists.
 - c. Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis.

Single-family homes and properties within which a portion(s) of the land is owned by separate entities and a portion(s) is owned by the entities in common³ do not constitute Continuous Property.

3. Continuous Property
 - a. For Continuous Property, regardless of use, the Company's Local Loop Demarcation Point will be at the appropriate main distribution terminal as determined by negotiations between the property owner and the Company. Where an agreement cannot be reached, the Company will designate the Local Loop Demarcation Point location.
 - b. It is the property owner's responsibility to provide and maintain INC within and between buildings on a continuous property. The Company may, at the customer's request and expense, provide INC.

California Tariff No. 7, (Continued on next Sheet)

¹The property retains its character as Continuous Property regardless of whether the owner or a lessee (who wholly leases the property from the owner) sublets a portion(s) of the property to another, e.g., apartment buildings or complexes. Condominiums also are Continuous Property.

²A "public thoroughfare" is a street, road or other means of passage across property which is not subject to restrictions on ingress, egress or boundaries.

³Such as townhomes and homes in gated communities.

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 15 - DEMARCATION POINTS (Cont'd)

15.5 Continuous Property

1. Continuous Property is land which is
 - a. wholly owned by a single individual or entity, regardless of whether the owner leases¹ all or a portion(s) of the property to another and
 - b. which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare² or the property of another.
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California Tariff No. 7, (Continued on next Sheet)

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²A "public thoroughfare" is a street, road or other means of passage across property which is not subject to restrictions on ingress, egress or boundaries.

³Such as townhomes and homes in gated communities.

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 15 - DEMARCATION POINTS (Cont'd)

15.5 Continuous Property (Cont'd)

4. Where an owner of Continuous Property requests additional Local Loop Demarcation Points or changes an existing local loop demarcation point, the owner will be required to pay for any additional network cable and facilities required through special construction agreements.
5. The INC and Inside Wire Demarcation Points are located as described in B. and C. preceding.
6. At the request of a property owner, a Company may waive the designation of a single Local Loop Demarcation Point for a Continuous Property if, due to the unique characteristics of the property, a hardship would be created for the property owner and/or the Company. Examples of such Continuous Property include (a) national, state and local parks, beaches, highways, harbors and similar publicly-owner property and (b) railroad rights-of-way and extensive, privately-owned tracts of land with developed communities (e.g., the City of Irvine) and similar privately-owned property. The Company will treat land within the boundaries of privately-owned property under (b) above as Continuous Property provided that it had the characteristics of Continuous Property, e.g., (a) it is wholly leased by a single individual or entity and (b) it contains or will contain multiple buildings.

This paragraph is not intended in any way to waive the unbundling of INC in each building.

RULE NO. 16 – NONPUBLISHED SERVICE; RELEASE OF INFORMATION

CPUC Decision Nos. 92860 and 93361, in Case No. 10206, required that each communication utility, operating under the jurisdiction of the CPUC, include the provisions of the rule set forth in Appendix "A" of that decision as a part of the rules in the utility's tariff schedules. Accordingly, Appendix "A" of Decision Nos. 92860 and 93361, Case No. 10206 is quoted herein:

APPENDIX "A"

Nonpublished Service

- 16.1 Definition of nonpublished service: Upon a customer's request, customer name, address, and telephone number are not listed in any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone numbers, shall be released by telephone utilities in response to legal process or to certain authorized governmental agencies provided the requesting agency complies with the rules herein established for the release of nonpublished information.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 15 - DEMARCATION POINTS (Cont'd)

15.5 Continuous Property (Cont'd)

4. Where an owner of Continuous Property requests additional Local Loop Demarcation Points or changes an existing local loop demarcation point, the owner will be required to pay for any additional network cable and facilities required through special construction agreements.
5. The INC and Inside Wire Demarcation Points are located as described in B. and C. preceding.
6. At the request of a property owner, a Company may waive the designation of a single Local Loop Demarcation Point for a Continuous Property if, due to the unique characteristics of the property, a hardship would be created for the property owner and/or the Company. Examples of such Continuous Property include (a) national, state and local parks, beaches, highways, harbors and similar publicly-owner property and (b) railroad rights-of-way and extensive, privately-owned tracts of land with developed communities (e.g., the City of Irvine) and similar privately-owned property. The Company will treat land within the boundaries of privately-owned property under (b) above as Continuous Property provided that it had the characteristics of Continuous Property, e.g., (a) it is wholly leased by a single individual or entity and (b) it contains or will contain multiple buildings.

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RULE NO. 16 – NONPUBLISHED SERVICE; RELEASE OF INFORMATION

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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 16 - NONPUBLISHED SERVICE; RELEASE OF INFORMATION (Cont'd)

APPENDIX "A" (Cont'd)

Nonpublished Service (Cont'd)

16.2 Agencies authorized to receive information:

1. Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.
2. An agency of the federal government which is lawfully authorized to:
 - a. Conduct investigations or make arrests for violations of the criminal laws of the United States; or
 - b. Prosecute violations of the criminal laws of the United States; or
 - c. Enforce civil sanctions which are ancillary to criminal statutes; or
 - d. Conduct investigations into matters involving the national security of the United States; or
 - e. Protect federal or foreign officials; or
 - f. Protect public health and safety; or
 - g. Conduct emergency rescue operations.
3. Any public health agency of the State of California or of a city, county, or other local government.
4. County or city 911 projects.
5. State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
6. Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of unpaid debts.
7. California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 16 - NONPUBLISHED SERVICE; RELEASE OF INFORMATION (Cont'd)

APPENDIX "A" (Cont'd)

Nonpublished Service (Cont'd)

16.2 Agencies authorized to receive information:

1. Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.
2. An agency of the federal government which is lawfully authorized to:
 - a. Conduct investigations or make arrests for violations of the criminal laws of the United States; or
 - b. Prosecute violations of the criminal laws of the United States; or
 - c. Enforce civil sanctions which are ancillary to criminal statutes; or
 - d. Conduct investigations into matters involving the national security of the United States; or
 - e. Protect federal or foreign officials; or
 - f. Protect public health and safety; or
 - g. Conduct emergency rescue operations.
3. Any public health agency of the State of California or of a city, county, or other local government.
4. County or city 911 projects.
5. State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
6. Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of unpaid debts.
7. California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 16 – NONPUBLISHED SERVICE; RELEASE OF INFORMATION (Cont'd)

APPENDIX "A" (Cont'd)

Nonpublished Service (Cont'd)

16.3 Procedure for release of nonpublished information to authorized agencies.

1. A telephone utility shall only provide nonpublished information to persons within authorized agencies who are either:
 - a. Peace officers pursuant to California Penal Code Section 830 and all subsections thereof and who are lawfully engaged in a criminal investigation in their official capacity; or
 - b. Health officers who are acting in their official capacity and are lawfully investigating a matter involving a serious communicable disease or life-threatening situation; or
 - c. Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in B.2 preceding; or
 - d. Employees or a county or city 911 project when acting in an official capacity; or
 - e. Employees of an agency listed in B.5 preceding when engaged in an investigation involving arson or when engaged in firefighting duties in which there is immediate peril to life or property.
2. Nonpublished information shall be released by a telephone utility to an authorized agency upon the agency's written request provided that the agency has previously furnished the utility with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.
3. Nonpublished information shall also be released by a telephone utility to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, nonpublished information. the telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.

The nonpublished information requested by telephone shall be provided by the utility only on a call-back verification basis.

The requesting agency shall, within five working days after making the telephonic request, mail the utility a letter confirming the request.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 16 – NONPUBLISHED SERVICE; RELEASE OF INFORMATION (Cont'd)

APPENDIX "A" (Cont'd)

Nonpublished Service (Cont'd)

16.3 Procedure for release of nonpublished information to authorized agencies.

1. A telephone utility shall only provide nonpublished information to persons within authorized agencies who are either:
 - a. Peace officers pursuant to California Penal Code Section 830 and all subsections thereof and who are lawfully engaged in a criminal investigation in their official capacity; or
 - b. Health officers who are acting in their official capacity and are lawfully investigating a matter involving a serious communicable disease or life-threatening situation; or
 - c. Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in B.2 preceding; or
 - d. Employees or a county or city 911 project when acting in an official capacity; or
 - e. Employees of an agency listed in B.5 preceding when engaged in an investigation involving arson or when engaged in firefighting duties in which there is immediate peril to life or property.
2. Nonpublished information shall be released by a telephone utility to an authorized agency upon the agency's written request provided that the agency has previously furnished the utility with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.
3. Nonpublished information shall also be released by a telephone utility to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, nonpublished information. the telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.

The nonpublished information requested by telephone shall be provided by the utility only on a call-back verification basis.

The requesting agency shall, within five working days after making the telephonic request, mail the utility a letter confirming the request.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 16 - NONPUBLISHED SERVICE; RELEASE OF INFORMATION (Cont'd)

APPENDIX "A" (Cont'd)

Nonpublished Service (Cont'd)

16.4. Notification of Customer

1. The telephone utility shall not notify a customer regarding the release of customer's nonpublished information unless the customer contacts the utility and specifically requests to know whether their nonpublished information has been released.
2. When a customer inquires of the utility whether their nonpublished information has been released, the customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the customer will receive no communication from the utility.
3. If requesting agency certifies that disclosure to a customer about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the telephone utility shall withhold notice to the customer for a period of one year from the date of release of the information to the agency.
4. The one-year period of nondisclosure shall be extended to successive one-year periods upon new written certification by the agency in each instance.
5. If no request has been made for nondisclosure to the customer, the customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

If there has been a request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the utility that such information was released and which agency received this information.

16.5. Exception for Health Officers

No notification shall ever be made to a customer that nonpublished information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certified that disclosure to the customer could violate a client's or contact's right of privacy and confidentiality.

16.6. Release of Information to Interexchange Carriers

The utility will provide nonpublished information to an interexchange carrier who needs the information for allocation, billing, or service purposes as set forth in this tariff or incorporated by reference herein.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 16 - NONPUBLISHED SERVICE; RELEASE OF INFORMATION (Cont'd)

APPENDIX "A" (Cont'd)

Nonpublished Service (Cont'd)

16.4. Notification of Customer

1. The telephone utility shall not notify a customer regarding the release of customer's nonpublished information unless the customer contacts the utility and specifically requests to know whether their nonpublished information has been released.
2. When a customer inquires of the utility whether their nonpublished information has been released, the customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the customer will receive no communication from the utility.
3. If requesting agency certifies that disclosure to a customer about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the telephone utility shall withhold notice to the customer for a period of one year from the date of release of the information to the agency.
4. The one-year period of nondisclosure shall be extended to successive one-year periods upon new written certification by the agency in each instance.
5. If no request has been made for nondisclosure to the customer, the customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

If there has been a request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the utility that such information was released and which agency received this information.

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No notification shall ever be made to a customer that nonpublished information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certified that disclosure to the customer could violate a client's or contact's right of privacy and confidentiality.

16.6. Release of Information to Interexchange Carriers

The utility will provide nonpublished information to an interexchange carrier who needs the information for allocation, billing, or service purposes as set forth in this tariff or incorporated by reference herein.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 16 - NONPUBLISHED SERVICE; RELEASE OF INFORMATION (Cont'd)

APPENDIX "A" (Cont'd)

Nonpublished Service (Cont'd)

7. Retention of Records

All written documents pertaining to nonpublished service shall be retained by telephone utilities for at least one year. When an agency requests that notice to the customer be withheld, the telephone utility shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.

8. Unsolicited Telephone Efforts

The utility will not contact nonpublished residence customers by telephone using unlisted number(s) for unsolicited sales efforts.

RULE NO. 17 – 900 and 976 Call Services

The Company will block Customer access to 900 and 976 pay-per-call telephone numbers at no charge to the Customer. Access to or blocking of 976 and 900 services are offered on a per-line basis pursuant to the terms of CPUC Decision No. 91-03-021.

California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 16 - NONPUBLISHED SERVICE; RELEASE OF INFORMATION (Cont'd)

APPENDIX "A" (Cont'd)

Nonpublished Service (Cont'd)

7. Retention of Records

All written documents pertaining to nonpublished service shall be retained by telephone utilities for at least one year. When an agency requests that notice to the customer be withheld, the telephone utility shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.

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California Tariff No. 7, (Continued on next Sheet)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 18 - FORMS

18.1 Residential Forms

Application for Universal Lifeline Telephone Assistance
Discounted Local Telephone Service (i.e., Lifeline, Link-Up America)

The Universal Lifeline Telephone Assistance Program is designed to promote universal access to residential phone service by providing discounted service connection and/or reduced monthly local service fees to low-income individuals/families. Please call 1 888 MCI-LOCAL with questions about The Universal Lifeline Telephone Assistance Program.

Return this form to: MCI • ☐ ☐ P.O. Box 4674 • ☐ ☐ Iowa City, IA 52244-4674

THIS FORM MUST BE RETURNED WITHIN 30 DAYS

PLEASE READ CAREFULLY. USE PEN AND PRINT CLEARLY. FILL OUT COMPLETELY.

Name of Applicant: _____
(Must be same as name on bill) (Last) (First) (Middle Initial)

Home Address: _____
(Number, Street, Apt. Number) (City, State, Zip)

Home Telephone Number: () Daytime Telephone Number: ()

Are you eligible for TTY/TTD assistance? ☐ ☐ Yes ☐ ☐ No

Is a household member disabled? ☐ ☐ Yes ☐ ☐ No

To determine if you qualify for Lifeline benefits, you must meet following household and income guidelines:

Household Size	Income Limitation*	
1-2	\$30,500	(C)
3	\$35,400	(C)
4	\$43,100	(C)
Each additional household member add \$7,500		(C)

NOTE: MCI will verify your eligibility to receive the above benefits. If verification establishes that you are ineligible to participate in the ULTS program, you will be removed from the program and billed for previous ULTS benefits that should not have received.

*Income eligibility requirements are subject to change annually by the California Public Utilities Commission.

PLEASE READ THE FOLLOWING STATEMENTS AND SIGN BELOW

I certify that:

- ☐ My household income meets the requirements as stated above.
- ☐ I am not claimed as a dependent on another person's income tax return.
- ☐ I have reviewed the eligibility requirements on this form and accept the terms and conditions of ULTS program.
- ☐ All of the above information is correct.

I authorize MCI to use the information on this form to verify my eligibility for MCI's Telephone Assistance Programs. I understand that I must notify MCI if/when I am no longer eligible for MCI Telephone Assistance benefits and that at that time my service will be changed to MCI basic service. MCI reserves the right to conduct re-verification of eligibility on an annual or other periodic basis.

Signature: _____

Date: _____

MCI P.O. Box 4674 Iowa City, IA 52244-4674

California Tariff No. 7, (End)

Advice Letter No. 669
Decision No.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, 500W
Washington, DC 20005

Date Filed: 2/22/23
Effective Date: 2/23/23
Resolution No.

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 18 - FORMS

18.1 Residential Forms

Application for Universal Lifeline Telephone Assistance
Discounted Local Telephone Service (i.e., Lifeline, Link-Up America)

The Universal Lifeline Telephone Assistance Program is designed to promote universal access to residential phone service by providing discounted service connection and/or reduced monthly local service fees to low-income individuals/families. Please call 1 888 MCI-LOCAL with questions about The Universal Lifeline Telephone Assistance Program.

Return this form to: MCI • ☐ ☐ P.O. Box 4674 • ☐ ☐ Iowa City, IA 52244-4674

THIS FORM MUST BE RETURNED WITHIN 30 DAYS

PLEASE READ CAREFULLY. USE PEN AND PRINT CLEARLY. FILL OUT COMPLETELY.

Name of Applicant: _____
(Must be same as name on bill) (Last) (First) (Middle Initial)

Home Address: _____
(Number, Street, Apt. Number) (City, State, Zip)

Home Telephone Number: () Daytime Telephone Number: ()

Are you eligible for TTY/TTD assistance? ☐ ☐ Yes ☐ ☐ No

Is a household member disabled? ☐ ☐ Yes ☐ ☐ No

To determine if you qualify for Lifeline benefits, you must meet following household and income guidelines:

Household Size	Income Limitation*	
1-2	\$32,500	(C)
3	\$37,700	(C)
4	\$45,900	(C)
Each additional household member add \$8,200		(C)

NOTE: MCI will verify your eligibility to receive the above benefits. If verification establishes that you are ineligible to participate in the ULTS program, you will be removed from the program and billed for previous ULTS benefits that should not have received.

*Income eligibility requirements are subject to change annually by the California Public Utilities Commission.

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I certify that:

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- ☐ I am not claimed as a dependent on another person's income tax return.
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- ☐ All of the above information is correct.

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Signature: _____

Date: _____

MCI P.O. Box 4674 Iowa City, IA 52244-4674

California Tariff No. 7, (End)

Advice Letter No. 675
Decision No.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, 500W
Washington, DC 20005

Date Filed: 5/31/23
Effective Date: 6/01/23
Resolution No.

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 18 - FORMS

18.1 Residential Forms

Application for Universal Lifeline Telephone Assistance
Discounted Local Telephone Service (i.e., Lifeline, Link-Up America)

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THIS FORM MUST BE RETURNED WITHIN 30 DAYS

PLEASE READ CAREFULLY. USE PEN AND PRINT CLEARLY. FILL OUT COMPLETELY.

Name of Applicant: _____
(Must be same as name on bill) (Last) (First) (Middle Initial)

Home Address: _____
(Number, Street, Apt. Number) (City, State, Zip)

Home Telephone Number: () Daytime Telephone Number: ()

Are you eligible for TTY/TTD assistance? ☐ ☐ Yes ☐ ☐ No

Is a household member disabled? ☐ ☐ Yes ☐ ☐ No

To determine if you qualify for Lifeline benefits, you must meet following household and income guidelines:

Household Size	Income Limitation*
1-2	\$28,500
3	\$33,100
4	\$40,300

Each additional household member add \$ 7,200

NOTE: MCI will verify your eligibility to receive the above benefits. If verification establishes that you are ineligible to participate in the ULTS program, you will be removed from the program and billed for previous ULTS benefits that should not have received.

*Income eligibility requirements are subject to change annually by the California Public Utilities Commission.

PLEASE READ THE FOLLOWING STATEMENTS AND SIGN BELOW

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Signature: _____

Date: _____

MCI P.O. Box 4674 Iowa City, IA 52244-4674

California Tariff No. 7, (End)

Advice Letter No. 634
Decision No.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, 500W
Washington, DC 20005

Date Filed: 7/29/21
Effective Date: 8/01/21
Resolution No.

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 18 - FORMS

18.1 Residential Forms

Application for Universal Lifeline Telephone Assistance
Discounted Local Telephone Service (i.e., Lifeline, Link-Up America)

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Return this form to: MCI • ☐ ☐ P.O. Box 4674 • ☐ ☐ Iowa City, IA 52244-4674

THIS FORM MUST BE RETURNED WITHIN 30 DAYS

PLEASE READ CAREFULLY. USE PEN AND PRINT CLEARLY. FILL OUT COMPLETELY.

Name of Applicant: _____
(Must be same as name on bill) (Last) (First) (Middle Initial)

Home Address: _____
(Number, Street, Apt. Number) (City, State, Zip)

Home Telephone Number: () Daytime Telephone Number: ()

Are you eligible for TTY/TTD assistance? ☐ ☐ Yes ☐ ☐ No

Is a household member disabled? ☐ ☐ Yes ☐ ☐ No

To determine if you qualify for Lifeline benefits, you must meet following household and income guidelines:

Household Size	Income Limitation*	
1-2	\$28,500	(C)
3	\$33,100	
4	\$40,300	

Each additional household member add \$ 7,200

(C)

NOTE: MCI will verify your eligibility to receive the above benefits. If verification establishes that you are ineligible to participate in the ULTS program, you will be removed from the program and billed for previous ULTS benefits that should not have received.

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Signature: _____

Date: _____

MCI P.O. Box 4674 Iowa City, IA 52244-4674

California Tariff No. 7, (End)

Advice Letter No. 619
Decision No.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, 500E
Washington, DC 20005

Date Filed: 05/14/21
Effective Date: 06/01/21
Resolution No.

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 18 - FORMS

18.1 Residential Forms

Application for Universal Lifeline Telephone Assistance
Discounted Local Telephone Service (i.e., Lifeline, Link-Up America)

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Name of Applicant: _____
(Must be same as name on bill) (Last) (First) (Middle Initial)

Home Address: _____
(Number, Street, Apt. Number) (City, State, Zip)

Home Telephone Number: () Daytime Telephone Number: ()

Are you eligible for TTY/TTD assistance? ☐ ☐ Yes ☐ ☐ No

Is a household member disabled? ☐ ☐ Yes ☐ ☐ No

To determine if you qualify for Lifeline benefits, you must meet following household and income guidelines:

Household Size	Income Limitation*	
1-2	\$27,000	(C)
3	\$31,300	
4	\$38,100	

Each additional household member add \$ 6,800

(C)

NOTE: MCI will verify your eligibility to receive the above benefits. If verification establishes that you are ineligible to participate in the ULTS program, you will be removed from the program and billed for previous ULTS benefits that should not have received.

*Income eligibility requirements are subject to change annually by the California Public Utilities Commission.

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Signature: _____

Date: _____

MCI P.O. Box 4674 Iowa City, IA 52244-4674

California Tariff No. 7, (End)

Advice Letter No. 599
Decision No.

Edwin Reese
Tariff Administrator
1300 I Street NW, 500E
Washington, DC 20005

Date Filed: 08/03/18
Effective Date: 08/05/18
Resolution No.

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 18 - FORMS

18.1 Residential Forms

Application for Universal Lifeline Telephone Assistance
Discounted Local Telephone Service (i.e., Lifeline, Link-Up America)

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Return this form to: MCI • ☐ ☐ P.O. Box 4674 • ☐ ☐ Iowa City, IA 52244-4674

THIS FORM MUST BE RETURNED WITHIN 30 DAYS

PLEASE READ CAREFULLY. USE PEN AND PRINT CLEARLY. FILL OUT COMPLETELY.

Name of Applicant: _____
(Must be same as name on bill) (Last) (First) (Middle Initial)

Home Address: _____
(Number, Street, Apt. Number) (City, State, Zip)

Home Telephone Number: () Daytime Telephone Number: ()

Are you eligible for TTY/TTD assistance? ☐ ☐ Yes ☐ ☐ No

Is a household member disabled? ☐ ☐ Yes ☐ ☐ No

To determine if you qualify for Lifeline benefits, you must meet following household and income guidelines:

Household Size	Income Limitation*	
1-2	\$27,000	(C)
3	\$31,300	
4	\$38,100	

Each additional household member add \$ 6,800

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Date: _____

MCI P.O. Box 4674 Iowa City, IA 52244-4674

California Tariff No. 7, (End)

Advice Letter No. 599
Decision No.

Edwin Reese
Tariff Administrator
1300 I Street NW, 500E
Washington, DC 20005

Date Filed: 08/03/18
Effective Date: 08/05/18
Resolution No.

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 18 - FORMS

18.1 Residential Forms

Application for Universal Lifeline Telephone Assistance
Discounted Local Telephone Service (i.e., Lifeline, Link-Up America)

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Name of Applicant: _____
(Must be same as name on bill) (Last) (First) (Middle Initial)

Home Address: _____
(Number, Street, Apt. Number) (City, State, Zip)

Home Telephone Number: () Daytime Telephone Number: ()

Are you eligible for TTY/TTD assistance? ☐ ☐ Yes ☐ ☐ No

Is a household member disabled? ☐ ☐ Yes ☐ ☐ No

To determine if you qualify for Lifeline benefits, you must meet following household and income guidelines:

Household Size	Income Limitation*
1-2	\$22,900
3	\$26,900
4	\$32,400

Each additional household member add \$ 5,500

NOTE: MCI will verify your eligibility to receive the above benefits. If verification establishes that you are ineligible to participate in the ULTS program, you will be removed from the program and billed for previous ULTS benefits that should not have received.

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Signature: _____

Date: _____

MCI P.O. Box 4674 Iowa City, IA 52244-4674

California Tariff No. 7, (End)

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 18 - FORMS

18.1 Residential Forms

Application for Universal Lifeline Telephone Assistance
Discounted Local Telephone Service (i.e., Lifeline, Link-Up America)

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PLEASE READ CAREFULLY. USE PEN AND PRINT CLEARLY. FILL OUT COMPLETELY.

Name of Applicant: _____
(Must be same as name on bill) (Last) (First) (Middle Initial)

Home Address: _____
(Number, Street, Apt. Number) (City, State, Zip)

Home Telephone Number: () Daytime Telephone Number: ()

Are you eligible for TTY/TTD assistance? ☐ ☐ Yes ☐ ☐ No

Is a household member disabled? ☐ ☐ Yes ☐ ☐ No

To determine if you qualify for Lifeline benefits, you must meet following household and income guidelines:

Household Size	Income Limitation*
1-2	\$22,900
3	\$26,900
4	\$32,400

Each additional household member add \$ 5,500

NOTE: MCI will verify your eligibility to receive the above benefits. If verification establishes that you are ineligible to participate in the ULTS program, you will be removed from the program and billed for previous ULTS benefits that should not have received.

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Signature: _____

Date: _____

MCI P.O. Box 4674 Iowa City, IA 52244-4674

California Tariff No. 7, (End)

Advice Letter No. 589
Decision No.

Edwin Reese
Tariff Administrator
1300 I Street NW, 400w
Washington, DC 20005

Date Filed: 11/3/16
Effective Date: 11/4/16
Resolution No.

Competitive Local Carrier Tariff

RULES (Cont'd)

RULE NO. 18 - FORMS

18.1 Residential Forms

Application for Universal Lifeline Telephone Assistance
Discounted Local Telephone Service (i.e., Lifeline, Link-Up America)

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Name of Applicant: _____
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Home Telephone Number: () Daytime Telephone Number: ()

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Household Size	Income Limitation*	
1-2	\$30,500	(C)
3	\$35,400	(C)
4	\$43,100	(C)
Each additional household member add \$7,700		(C)

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Signature: _____

Date: _____

MCI P.O. Box 4674 Iowa City, IA 52244-4674

California Tariff No. 7, (End)

Supplemental Advice Letter No. 669A
Decision No.

Edwin Reese
Analyst-Govt Relations
1300 I Street NW, 500W
Washington, DC 20005

Date Filed: 2/22/23
Effective Date: 2/23/23
Resolution No.

