

Clear Rate Communications, Inc.
555 S Old Woodward, Suite 600
Birmingham, MI 48009
U-7238-C

Schedule Cal. P.U.C. No. 1-T
Original Title Sheet

COMPETITIVE LOCAL CARRIER

Tariff Schedule Applicable to
COMPETITIVE LOCAL CARRIER SERVICES
of
Clear Rate Communications, Inc.

U-7238-C

**Applying to Provide Facilities Local Exchange Telecommunications Services Between Points
in the State of California and Containing Rates, Rules and Regulations Governing Service.**

COMPETITIVE LOCAL CARRIER

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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* - indicates those pages included with this filing

COMPETITIVE LOCAL CARRIER

CHECK SHEET

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* - indicates those pages included with this filing.

COMPETITIVE LOCAL CARRIER

TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the CPUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.(A).
 - 2.(A).1
 - 2.(A).1.(a).
 - 2.(A).1.(a).1.
 - 2.(A).1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the CPUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the CPUC.

COMPETITIVE LOCAL CARRIER

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COMPETITIVE LOCAL CARRIER

PRELIMINARY STATEMENT

This tariff sets forth the rates and rules of Clear Rate Communications, Inc. applicable to its provision of competitive local exchange service within the State of California to retail residential and business customers located in exchange areas served by SBC California and Verizon California.

The Company has been authorized by the California Public Utilities Commission (CPUC) to provide competitive local exchange service.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC and its provision of local exchange services throughout the State of California.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate communications services by Clear Rate Communications, Inc. within the State of California. Service is offered to retail residential and business customers.

This tariff applies only for the use of the Company's services for local exchange communications between points within the State of California.

AVAILABILITY OF THE COMPANY'S TARIFF

Complete copies of Company advice letters and current tariff are maintained at the Company's business offices located at:

Clear Rate Communications, Inc.
555 S Old Woodward, Suite 600
Birmingham, MI 48009

The tariff is posted on the Company's website at: www.clearrate.com.

The Company's toll free customer service number is: 877-877-4799.

COMPETITIVE LOCAL CARRIER

EXPLANATION OF SYMBOLS

- (C)** - To signify changed listing, rule, or condition which may affect rates or charges.
- (D)** - To signify discontinued material, including listing, rate, rule or condition.
- (I)** - To signify increase.
- (L)** - To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.
- (N)** - To signify new material including listing, rate, rule or condition.
- (R)** - To signify reduction
- (T)** - To signify a change in wording of text but not change in rate, rule or condition.

COMPETITIVE LOCAL CARRIER

SERVICE AREA MAP

The Company has been authorized by the CPUC to provide facilities competitive local exchange service within the areas of the State of California identified on the following map, which depicts the combined service areas of Pacific Bell and Verizon California as shown on the CPUC Telephone Exchange Map revised 2/94.



COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 1: Service Charges

1. Service Order and Change Charges

A. Non-recurring charges apply to processing Service Orders for new service.

B. Rates

New Line Installation	\$59.00
Telephone Line Move	\$59.00
Local Reconnection Fee	\$59.00
Service Change Charge	\$11.95
Vanity Telephone Number	\$40.00
Vacation Line Reactivation	\$40.00

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 1: Service Charges, (Cont'd.)

2. Maintenance Visit Charge

An MVC, a/k/a Trouble Location Charge, describes that process where the Company determines whether the trouble reported by the Customer is due to the Company or to the Customer. A Network Interface Device (NID) is one form of a Company Service demarcation point that provides a customer with a test point where he/she can pretest service conditions before initiating a trouble report to the Company. Where a NID exists, if the Company is able to test for Dial Tone at the NID and the problem proves to be beyond the NID (within Customer premises) a charge for trouble location is applicable. In the event there is no NID and/or the Company is unable to test for dial tone, then no trouble location charge will be assessed. In those cases where the customer has bought an inside wire maintenance warranty/plan (a non-regulated service) from the Company no trouble location charge will be applicable regardless of the dialtone test results or whether a NID exists or not.

Maintenance Visit Charge, per visit:
Per Hour

\$119.00

All wire and equipment charges are in addition to any maintenance visit charges.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 1: Service Charges, (Cont'd.)

3. Public Telephone Surcharge

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariff usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.60

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 1: Service Charges, (Cont'd.)

4. Carrier Presubscription

A. General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for IntraLATA and InterLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

B. Presubscription Options - Customers may select the same carrier or separate carriers for IntraLATA and InterLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for IntraLATA toll calls subject to presubscription and the Company for InterLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both IntraLATA and InterLATA toll calls subject to presubscription
- Option E:** Customer may select two different carriers, neither being the Company for IntraLATA and InterLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary InterLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for IntraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all IntraLATA toll calls to the carrier of choice for each call.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 1: Service Charges, (Cont'd.)

4. Carrier Presubscription, (Cont'd.)

C. Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.E. below.

D. Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.E. below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 1: Service Charges, (Cont'd.)

4. Carrier Presubscription, (Cont'd.)

E. Presubscription Charges

1. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.D. above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

2. Nonrecurring Charges

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port \$5.00

Additional Line, Trunk or Port \$5.00

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 1: Service Charges, (Cont'd.)

5. Miscellaneous Charges

Return Check Charge - Applies each time a check or other payment type is submitted by the Customer to the Company that a bank or other financial institution refuses to honor.

Return Check Charge: \$25.00

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service

1. General

Local exchange service is offered to retail residential and business Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless other specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

2. Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Basic Local Exchange Service

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company Local Calling Services and other Services as set forth in this tariff;
- C. access interexchange calling services of the Company and of other carriers;
- D. access (at no additional charge) to Company operators and business office for service related assistance;
- E. access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- F. access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Residence and Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariff use offering selected by the Customer.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

4. Residential Basic Local Service (flat-rate local)

Monthly Recurring Charge	\$19.99
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5. Business Basic Local Service (message rate)

Monthly Recurring Charge	\$19.99
Per Message Charge, local calling	\$0.0775

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 3: Custom Calling Features

1. Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

A. Feature Descriptions

Anonymous Call Rejection - Gives the Customer the ability to prevent future calls from specific telephone numbers and can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. The screening list holds a maximum of fifteen (15) numbers.

Call Block (*60) – Automatically rejects calls from a specified list of numbers or from the incoming number.

Call Forwarding - Allows incoming calls forwarded to be forwarded to another line specified by the Customer by dialing a code and the telephone number to which the calls will be forwarded.

Call Forwarding Don't Answer - Automatically routes incoming calls to a predetermined telephone number when the called line does not answer within a pre-specified number of rings.

Call Forward Busy Line - Automatically routes incoming calls to a predetermined telephone number when the called line is busy.

Call Return (*69) - Automatically redials the last incoming call.

Call Waiting / Call Waiting with Caller ID - Allows the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switchhook to place the first call on hold and answer the waiting call. Call Waiting with Caller ID provides Call Waiting service with the display of Caller ID information for the call that is waiting.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 3: Custom Calling Features, (Cont'd.)

2. Optional Calling Features, (Cont'd.)

A. Feature Descriptions, (Cont'd.)

Caller ID Name and Number - Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

Repeat Dialing (*66) - Automatically redials a busy number for up to 30 minutes until line is available.

Distinctive Ring - Allows a Customer to have up to two separate telephone numbers (one main and one additional number) associated with one local exchange access line. Each telephone numbers has a distinctive ring on incoming calls for identification purposes.

Three-Way Calling - Allows the Customer to add a third party to an existing conversation.

Remote Call Forwarding - Remote Call Forwarding (RCF) is the capability in the switch to forward calls made to one telephone number to a different telephone number. (Calls forwarded over a toll route will incur applicable toll charges.)

COMPETITIVE LOCAL CARRIER

1.0 – RATE SCHEDULES, (CONT'D.)

Schedule 3: Custom Calling Features, (Cont'd.)

2. Optional Calling Features, (Cont'd.)

B. Rates

1. Features Offered on a Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines that will have access to the feature.

<u>Feature</u>	<u>Monthly Rate</u>
Anonymous Call Rejection	\$5.00
Busy Redial (*66)	\$5.00
Call Block (*60)	\$5.00
Call Forward Busy	\$5.00
Call Forward Busy No Answer	\$5.00
Call Forward Variable	\$5.00
Call Return (*69)	\$5.00
Call Waiting	\$5.00
Call Waiting ID	\$2.50
Caller ID w/Name	\$11.95
Cancel Call Waiting	\$5.00
Collect Call Blocking	\$2.95
Distinctive Ring	\$7.95
Three-Way Calling	\$5.00
Remote Call Forwarding (plus \$0.05 per call)	\$9.99
Touch Dial	\$1.99

COMPETITIVE LOCAL CARRIER

1.0 – RATE SCHEDULES, (CONT'D.)

Schedule 3: Custom Calling Features, (Cont'd.)

2. Optional Calling Features, (Cont'd.)

B. Rates, (Cont'd.)

2. Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer.

<u>Feature</u>	<u>Per Use</u>
Call Block	\$1.50
Call Return	\$1.50
Call Trace	\$1.50
Three Way Calling	\$1.50
Repeat Dialing	\$1.50

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 4: Directory Services

1. Directory Assistance Services

A. Local Directory Assistance

1. General

A Customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. The Customer may request a maximum of two (2) telephone numbers per call to Directory Assistance service without additional charges.

2. Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- a. Calls originating from a Public Telephone Service line to points within the local and intraLATA calling area.
- b. Requests for telephone numbers of non-published service.
- c. Requests in which the Directory Assistance operator provides an incorrect number provided that the calling party reports the wrong number to the Company.
- d. Requests for telephone numbers which were omitted from the alphabetical directory as a result of Company error.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 4: Directory Services, (Cont'd.)

1. Directory Assistance Services, (Cont'd.)

A. Local Directory Assistance, (Cont'd.)

3. Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

Per Call: \$1.50

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 4: Directory Services, (Cont'd.)

2. Directory Listing Service

A. General

For each Customer of Company provided Local Exchange Access Service, the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(s) published by the dominant Local Exchange Carrier in the area.

The following rules and charges apply to listings in the white pages of the telephone directory and to the Directory Assistance records.

Only information necessary to identify the Customer is included in the listings. The Company may use abbreviations in listings. The Company may reject a listing, which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when a different address or telephone number is used.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 4: Directory Services, (Cont'd.)

2. Directory Listing Service, (Cont'd.)

B. Listings

1. Primary (Published) Listings

The Primary (Published) listing is included with local service at no additional charge and consists of the following:

- The name under which a business is conducted by the Customer
- The address of the Customer
- The main telephone number of the Customer

This information will appear in the white pages of the Local Telephone Directory and the Directory Assistance Database.

2. Non-Published Service

Non-published service means that the Customer's telephone number is not listed in the local telephone directory, nor does it appear in the Directory Assistance Records. This service is subject to the rules and regulations for E911 service, where applicable. The Company will complete calls to a non-published number only when the caller dials direct or gives the operator the number. No exceptions will be made, even if the caller says it is an emergency. If a published listing is desired at a later date, there may be a delay in publishing the listing.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 4: Directory Services, (Cont'd.)

2. Directory Listing Service, (Cont'd.)

B. Listings, (Cont'd.)

3. Non-Listed Service

Non-listed service means that the Customer's telephone number is not listed in the local telephone directory, but it does appear in the Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable. The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 4: Directory Services, (Cont'd.)

2. Directory Listing Service, (Cont'd.)

C. Additional Listings

1. Duplicate Listing

A listing of another name by which a Customer is known such as abbreviated name, a name commonly spelled in more than one way or a name consisting of several words, which the public commonly rearranges.

Cross Reference is a type of Duplicate Listing. It refers to the name under which a complete listing is shown. Cross Reference can be temporary caused by a change of ownership or firm name, which may be shown with a reference to the successor.

2. Alternate Telephone Number Listing

A listing that refers calling parties to another telephone number at certain hours or on certain days or in case no answer is received on the call to the primary number.

3. Foreign Listing

Any of the types of additional listings covered herein may be provided in a different directory or in the same directory under a different geographical heading from that under which the Customer is normally listed.

D. Monthly Rates

	<u>Residential</u>	<u>Business</u>
Non-published Service	\$5.00	\$5.95
Non-listed Service	\$2.50	\$2.50

A service order charge will apply, as set forth in Section 1.B, if not ordered at the time of installation.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 5: Operator Services

1. Operator Assistance

A. General

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Third Party Billed - Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls - Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 5: Operator Services, (Cont'd.)

1. Operator Assistance, (Cont'd.)

B. Rates

1. Local Usage Charges

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

2. Per Call Service Charges

Customer Dialed Calling Card	\$0.75
Operator Dialed Calling Card	\$2.50
Operator Assisted	
Collect	\$2.50
3rd Party Billed	\$2.50
Person-to-Person	\$4.50

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 5: Operator Services, (Cont'd.)

2. Busy Line Verification and Emergency Interrupt Service

A. General

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists, requests interruption and the call has already been verified as busy.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

B. Rates

Busy Verification Charge, each request:	\$7.50
Emergency Interrupt Charge, each request:	\$5.00

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 6: [Reserved for Future Use]

COMPETITIVE LOCAL CARRIER

2.0 - RULES

No. 1 Definitions

Advance Payment – Payment of all or part of a charge required before the start of service.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Clear Rate – Clear Rate Communications, Inc., issuer of this tariff.

Commission – California Public Utilities Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company – Clear Rate Communications, Inc., the issuer of this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 1 Definitions, (Cont'd.)

CPUC - The California Public Utilities Commission.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

IXC or Interexchange Carrier- A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 1 Definitions, (Cont'd.)

Joint User - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Local Calling - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

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

MOU - Minutes of Use.

NECA - National Exchange Carriers Association.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PIN - Personal Identification Number. See Authorization Code.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 1 Definitions, (Cont'd.)

Point of Presence ("POP") - Point of Presence

Premises - The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

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

Service Order - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Services - The Company's telecommunications services offered on the Company's network.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 1 Definitions, (Cont'd.)

Station - The network control signaling unit and any other equipment provided at the Customer's premises that enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 2 Description of Service

The Company undertakes to furnish business communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of California.

Customers and users may use service and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers (e.g., NPA 900, NXX 976, etc.).

Service is offered for local calling to Customers pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules contained in Section 1 of this tariff.

Service is available 24 hours per day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.

Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with facilities services provided by other certificated carriers.

Minimum Period – Business Service is provided on a month-to-month or in a term agreement. The minimum term period is one (1) year unless otherwise specified in this tariff or mutually agreed upon by contract. Penalties may apply for early termination of the term agreement.

The Company offers a 45 day grace period after service initiation to allow customers to withdraw from the term agreement without any termination liability.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 3 Application for Service

Service is installed by arrangement between the Company and the Customer.

- A. A Customer desiring to obtain service, which may be initiated based on a written or oral agreement between the Company. The Customer shall be informed of all rates and charges for the services the customer desires and any other rates or charges which will appear on the customer's first bill. The customer, must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed. The confirmation letter must be in a language other than English if the agreement was in another language.

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

If the application is made verbally, the Company will, within 7 days of initiating the service order, provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. Within 7 days of initiating service, the Company shall state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications service provided by the Company.

B. Cancellation of Application for Service:

When a Customer cancels 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. The special charges described in this section will be calculated on a case by case basis.

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 charges for the minimum period of services orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent.)

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 3 Application for Service, (Cont'd.)

B. Cancellation of Application for Service. (Cont'd.)

Where the Company incurs any 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, let 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.

Charges are subject to the provisions of General Order No. 96-A.

C. Cancellation of Service:

The Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service which accrue through the end of the Customer's bill cycle, unless otherwise noted in the description of the service affected. A termination liability charge applies to early cancellation of a term agreement.

Charges are subject to the provisions of General Order No. 96-A.

D. Continuation of Service

All service is offered to business customers under term agreements. Customers will have the opportunity to renew term agreements prior to the end of the existing term so as not to cause any disruption in service.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 3 Application for Service, (Cont'd.)

E. Termination Liability

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 No. 12 below), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in No. 7 below.

1. Term Contract Service

Customer's termination liability for cancellation of term or contract service shall be equal to:

- a. all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- b. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- c. Lines Switched to Another Carrier¹ – All lines that are switched to another carrier, except those switched due to Customer moves, consolidations or splits, are subject to an Early Termination Fee ("ETF") of \$25.00 per line switched multiplied by the number of months remaining on the term agreement.
- d. Disconnected Lines¹ – Disconnected lines will be subject to an ETF based on the following:
 - (1) Customers with 1 – 5 lines: When the number of lines disconnected is greater than 50% of the Customer's lines, all disconnected lines will be subject to an ETF of \$25.00 per line disconnected multiplied by the number of months remaining on the term agreement
 - (2) Customers with 6 or more lines: When the number of lines disconnected is greater than 20% of the Customer's lines, all disconnected lines will be subject to an ETF of \$25.00 per line disconnected multiplied by the number of months remaining on the term agreement

¹ Does not apply to Corporate Advantage or Corporate Contract accounts

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 3 Application for Service, (Cont'd.)

E. Termination Liability, (Cont'd.)

2. Month to Month Service

Customers who subscribe to service on a month-to-month basis will be billed a \$50.00 initiation fee on a final invoice if service is cancelled within the first billing period.

F. Initiation of Service

Within 10 days of initiating service, the Company shall state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications services provided by the Company.

Potential Customers who are denied service for failure to establish credit or pay deposit as described in this tariff must be given the reason for the denial in writing within 10 days of service denial.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 4 Special Information Required On Forms

A. Customer Bills

The Company's name shall be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

1. When the bill shall be paid by the Customer to the Company;
2. Billing detail, including the period of service covered by the bill;
3. Late payment charges and when they will be applied;
4. How the Customer must pay the bill;
5. How to contact the Company with questions about the bill; the Company's toll-free number for billing inquiries and disputes, along with a postal address, and/or an email address if the subscriber has agreed to communicate via electronic media, where the subscriber may send a billing inquiry or complaint in writing.
6. If the Customer's bill contains charges for interLATA and interstate toll calling billed by the Company on behalf of an interexchange carrier authorized to provide those services, then the bill will include a toll-free number for service or billing inquiries.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 4 Special Information Required On Forms, (Cont'd.)

A. Customer Bills, (Cont'd.)

Each bill shall also include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of the presentation date. Should you have any questions regarding this bill, please request an explanation from Clear Rate Communications, Inc. If you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California 94102 or at www.cpuc.ca.gov, or call 1-800-649-7570 or TDD 1-800-229-68462. If your complaint concerns interstate or international calling, write the Federal Communications Commission at Consumer Complaints, 445 12th Street SW, Washington D.C. 20554, or at fccinfo@fcc.gov, or call 1-888-225-5322, or TTY 1-888-835-5322.

To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission."

B. Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by Clear Rate Communications, Inc., shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 5 Advance Payments, Deposits, and Guarantors

A. Advance Payments

At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable as well as any nonrecurring charges for any required special construction. The Company will not require advance payments for usage. The advance payment made by the Customer is credited to the Customer's account on the first bill rendered.

B. Deposits

1. Requirement: The Company may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.
2. Nondiscrimination: Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
3. Amount: The amount of the deposit shall not exceed twice the estimated average monthly bill for the class of service for which the deposit is to be applied. If the Customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer. Interest on deposits will be set at the 3-month commercial paper rate published by the Federal Reserve Board, except no interest will be paid if the Customer has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered. In the event a customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 5 Advance Payments, Deposits, and Guarantors, (Cont'd.)

B. Deposits, (Cont'd.)

4. Refund upon Discontinuance: Upon discontinuance or termination of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to the Customer within 30 days after discontinuance of service, and will include any interest on the deposit as set forth above.
5. Refund after Satisfactory Payment: After payment of all charges for 12 consecutive billing periods, within 30 days, the Company will refund the deposit to the Customer. The refund will include interest at the rate set forth above. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.
6. Deposit Receipt: See Rule 5.
7. Deposits shall not be required if the applicant:
 - a. Provides a satisfactory 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 co-signer or guarantor may be used providing the co-signer or guarantor has acceptable credit history with the Company or another acceptable local exchange carrier.
 - c. The Company cannot refuse a deposit to establish credit for service. However, it may request that the deposit be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit, etc.).

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 6 Notices and Communications

- A. **Notice by the Company:** Unless otherwise provided by these Rules, any notice by the Company to the Customer or to the Customer's authorized representative will be given in writing either by facsimile to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the authorized representative's last known address. The Company may provide verbal notice to a Customer or to an authorized representative thereof only in emergencies, where a delay may result in impaired service or a hazard to a Customer. All notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following of the placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, which ever occurs first.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 6 Notices and Communications, (Cont'd.)

B. Notice by the Company Regarding Rate Information

1. Rate information and information regarding the terms and conditions of service will be provided in writing upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to the Customer and postmarked at least 30 days prior to the effective date of the change. No Customer notice (other than a tariff revision filed with the CPUC) shall be required for minor rate increase or rate decrease. Customers shall be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service which may result in rate increases to some or all Customers or which result in reduced service or increased obligations for Customers.
2. When the Company provides information to a consumer which is allegedly in violation of its tariffs, the consumer shall have the right to bring a complaint against the Company. If the Commission determines that the complaint is part of a pattern of misinformation or was an attempt to defraud the Customer, the Commission may impose appropriate sanctions.
3. The Company will notify Customers in writing of a change in ownership or identity of a Customer's service provider on the Customer's next monthly billing cycle.
4. Notices the Company sends to Customers, or to the CPUC, shall be a legible size and printed in a minimum point size of 10 and are deemed made on the date of presentation.
5. In addition, Customers shall be advised of changes to the terms and conditions of service which may result in rate increases to some or all Customers or which result in reduced service or increased obligations for Customers. The Company shall provide this notice no later than the Company's next periodic billing cycle.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 6 Notices and Communications, (Cont'd.)

- C. **Notice by Customer:** Unless otherwise provided by these Rules, any notice by the Customer or its authorized representative may be given verbally to the Company at the Company's business office (in person or telephonically) or by written notice mailed to the Company's business office. Cancellation of service by the Customer may be given verbally or by written notice to the Company.
- D. 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 notice set forth herein.
- E. The Company shall, upon request, provide any applicant for service or Customer the following information:
 - 1. The carrier's legal name and the CPUC identification number of its registration to operate as a telecommunications corporation within California.
 - 2. The address and telephone number of the CPUC to verify its authority to operate.
 - 3. A copy of the CPUC's Consumer Protection Regulations.
 - 4. A toll-free number to call for service or billing inquiries, along with an address where the Customer may write to the Company.
 - 5. A full disclosure of all fictitious names, (i.e., d/b/a names) of the Company.
 - 6. The names of billing agents, if any, the Company uses in place of performing the billing function itself.
 - 7. Rate information as required in Rule 6 of the Consumer Protection Regulations set forth in D.95-07-054.
 - 8. A description of the carrier's service offerings that relate to the customer's inquiry and are currently open to individual or small business subscribers in California, and the applicable key rates, terms and conditions.
 - 9. Description of customer's Privacy Rights as stated on Sheets 90-93 of this tariff.
 - 10. Information regarding availability, eligibility requirements and discounts associated with Deaf and Disabled Trust Programs as described on Sheet 86 of this tariff.
 - 11. CPUC Consumer Affairs Branch contact information as reflected on Sheet 61 of this tariff.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 7 Rendering and Payment of Bills

- A.** Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. Upon initiation or termination of service, Customer billing will commence, or terminate, with the next available bill cycle. Monthly recurring charges are not prorated based on the actual number of days that the Customer had service during the billing cycle.
- B.** Bills are due and payable on the date of presentation. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check. Arrangements may be made with the company for credit card payment.
- C.** Customer payments are considered prompt when received by the Company or its agent by the due date on the bill. A late payment charge may be applied if payment is not received on or before the late payment date which will be prominently displayed on the customer's bill. The late payment date will be at least fifteen (15) days after the date of presentation on the billing envelope. The Company will credit payments within 24 hours of receipt.
- D.** However, if a Customer's service has been discontinued within the past 12 months or if the Customer incurs usage charges during a billing period which are equal to a least 200% of the amount of the Customer deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Customer followed by written notification of such demand sent by first class mail. If the requested payment is not made within five days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent. Charges deemed delinquent may be subject to the lesser of either a late payment charge of 1-1/2% per month or portion thereof that the bill remains unpaid, or the maximum allowed by law. This amount will be assessed from the date payment was due.
- E.** Bills that remain unpaid beyond the due date on the bill will incur a late payment charge of 1.5%, or the highest allowable by law, of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date. Late payment fees will not be assessed on disputed amounts.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 7 Rendering and Payment of Bills, (Cont'd.)

- F.** Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding (1) Universal Lifeline Telephone Service (ULTS) billings; (2) charges to other certificated carriers for services that are to be resold; (3) coin sent paid telephone calls (coin in box) and debit card calls; (4) customer-specific contracts effective before 9/15/94; (5) usage charges for coin-operated pay telephones; (6) directory advertising; and (7) one-way radio paging) and the CPUC Reimbursement Fee rate (excluding (1) directory advertising and sales; (2) terminal equipment sales; (3) inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d.b.a. SBC California) tariffs.
- G.** See Rule 5 for other information to be included on the bill.
- H.** A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exceptions: collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the Company). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 8 Disputed Bill Procedure

- A. In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, that cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:
1. The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.
 2. The undisputed portion of the bill and subsequent bills, other than the disputed amount, must be paid by the "Due by" date shown on the bill. If the undisputed portion of the bill and subsequent bills become delinquent as described in Rule No. 8, the service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
 3. If there is still disagreement about the disputed amount after an investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Branch ("CAB") of the CPUC for an 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 CAB within 7 calendar days after the date on which the Company notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will be disconnected. However, the service will not be disconnected prior to the Due By Date shown on the bill. The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with these conditions.
 4. The Company shall respond within 10 business days to requests for information issued by CAB. CAB will review the Customer's claim of the disputed amount, communicate the results of its review to the Customer and the Company, and disburse the monies deposited by the Customer.
 5. The addresses of the CPUC is as follows:

California Public Utilities Commission
Consumer Affairs Branch
505 Van Ness Ave, Room 2003
San Francisco, CA 94102
Email: consumer-affairs@cpuc.ca.gov
1-800-649-7570

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 9 Discontinuance and Restoration of Service

(See also Rule No. 29 - Legal Requirements for Refusal or Discontinuance of Service)

A. Discontinuance by Customer

1. A Customer may have service discontinued upon oral or written notice to the Company on or before the date of disconnection. Customers remain responsible for payment of all bills for services furnished.
2. If a Customer cancels his order for service before the service begins, a \$25.00 charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company. However, no charge will be levied if a Customer cancels his or her service within three (3) days of the date of the date the order was placed in person or within three (3) days of the date of the Company's written confirmation letter (see Rule 3(a)). No cancellation charge applies to orders canceled due to delays in installation of greater than 50% of the overall service order lead time that are caused by the Company.
3. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.
4. Upon termination, presubscribed Customers may be held responsible for charges thereafter if the Customer has not selected an alternative local exchange carrier and service has not been transferred to the alternative carrier and such a Customer is continuing to receive service from the Company.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 9 Discontinuance and Restoration of Service, (Cont'd.)

- B.** The Company may discontinue service under the following circumstances:
1. With written notice for nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees as determined by CPUC or by the court.
 2. A violation of, or failure to comply with, any regulation governing the furnishing of service.
 3. Without notice due to an order from a court or from another government authority having jurisdiction which prohibits the Company from furnishing service.
 4. Failure to post a required deposit or guarantee.
 5. Without notice in the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
- C.** Service may be refused or disconnected without notice in the event of illegal use or of intent to defraud the Company.
- D.** Service will not be discontinued for nonpayment of Category III services, as defined by the California Public Utilities Commission.
- E.** The Company will continue to provide Customers access to 911 emergency service should service be discontinued by the Company to said Customers until such time as the Customer has established service with another carrier. (Also known as "Warm Line.")

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 9 Discontinuance and Restoration of Service, (Cont'd.)

F. Notice for Disconnection

1. Where notice is required, written notice of the pending disconnection will be rendered not less than 7 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.
2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service is not initially discontinued on any Saturday, Sunday, legal holiday, or any other day the Company service representatives are not available to serve Customers.
3. Written notice will state:
 - a. the name and address of the Customer whose account is delinquent;
 - b. the reason for discontinuance;
 - c. the amount that is delinquent (if applicable);
 - d. the date when payment or arrangements for payment are required in order to avoid termination
 - e. the procedure the Customer may use to initiate a complaint or to request an investigation concerning service or disputed charges as set forth in Rule 8;
 - f. the procedure the Customer may use to request amortization of the unpaid charges;
 - g. the telephone number of a the Company representative, who can provide additional information or institute arrangements for payment;
 - h. the telephone number of the CPUC Consumer Affairs Branch where the Customer may direct inquiries;
 - i. local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

G. Restoration of Service

The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 10 Request for Old Bill

The Company will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to such Customer, unless the Customer informs the Company within 15 days of the issuance of the bill that the original bill was not received. If a Customer or the Customer's representative thereafter requests additional copies of bills the following fees will apply:

Bills dated within 90 days prior to receipt of request

\$1.00 per bill, plus \$0.25 per telephone number on the bill in excess of 5 numbers

Bills dated more than 90 days but less than 12 months

\$5.00 per bill, plus \$0.25 per telephone number on the bill in excess of 5 numbers

Bills dated more than 12 months; less than 48 months

\$20.00 per bill, plus \$0.25 per telephone number on the bill in excess of 5 numbers

The Company will not provide a second copy of a bill that is more than 48 months old.

The Company shall charge a processing fee to any party that subpoenas or otherwise lawfully seeks to compel the provision of a copy or copies of a bill(s) in connection with any lawful investigation or lawsuit. The processing fee for any requested bill(s) is \$1.00 per bill if the invoice date is less than ninety (90) days prior to the date of the request, \$5.00 per bill if the invoice date is more than ninety (90) days and less than twelve (12) months prior to the date of the request and \$20.00 per bill if the invoice date is more than twelve (12) months prior to the date of the request.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 11 Temporary Service

From time to time, the Company may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Calls placed by Customers on such temporary service will be subject to the rates and regulations provided in this tariff.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 12 Continuity of Service

A. Allowances for Interruptions in Service

Credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer, are subject to the general liability provisions set forth in Rule 18, herein. It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within his control, or is not in wiring or equipment connected to the terminal of the Company.

B. Credit for Interruptions

1. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Company becomes aware of the interruption. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
2. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata 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.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 12 Continuity of Service, (Cont'd.)

B. Credit for Interruptions, (Cont'd.)

3. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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

Interruption over 24 hours and less than 72 hours:

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any 24 hour period.

Interruption over 72 hours:

Interruptions over 72 hours will be credited 2 days for each full 24 hour period. No more than 30 days credit will be allowed for any one month period.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 12 Continuity of Service, (Cont'd.)

C. Limitations on Allowances

No credit allowance will be made for:

1. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
2. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. Interruptions due to the failure or malfunction of non-Company equipment;
4. Interruptions of service during a period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
6. Interruptions of service during any 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; or
7. Interruption of service due to circumstances or causes beyond the control of the Company.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 12 Continuity of Service, (Cont'd.)

D. Temporary Suspension for Repairs

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

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

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

Clear Rate Communications, Inc.
555 S Old Woodward, Suite 600
Birmingham, MI 48009
U-7238-C

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COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 13 Extensions

Extension line service is not offered by the Company.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 14 Service Connections and Facilities on Customer Premises

- A.** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier. Service furnished by the Company is not part of a joint undertaking with such carriers.
- B.** Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer-provided terminal equipment or communications systems with carrier's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.
- C.** Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 15 Measurement of Service

When charges for calls are mileage sensitive, airline mileage is computed as described below.

Calls are measured and rounded to the higher full minute from the serving wire center of the Customer's originating location to the serving wire center of the destination of the call, regardless of Company routing. The distance between the serving wire center origination point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by Bell Communications Research (BellCore) and NECA Tariff FCC No. 4 in the following manner:

Step 1 Obtain the "V" and "H" coordinates for the originating and terminating wire centers.

Step 2 Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.

Step 3 Square the differences obtained in Step 2.

Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results.

Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the airline mileage of the call.

Formula:

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 16 Telephone Number Changes

When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned to any Customer. The Customer may order a Customized Number where facilities permit for an additional charge.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

The Customer has no property right in the assigned telephone number and none can be acquired by usage or otherwise. The Company reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Telephone numbers of Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.

A Customer who wishes to retain his or her existing telephone number when that Customer changes his or her local service provider from the Company to the incumbent local exchange carrier or to a Competitive Local Carrier and chooses to disconnect the Company's service associated with the telephone number, may negotiate with the new carrier to obtain Number Call Forwarding. See the Company's tariff.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 17 Limitation of Liability

- A.** The provisions of this section of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- B.** 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.
- C.** Except as provided in Paragraphs (A) and (B) 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 private line, alphabetical directory listings (excluding the use of bold type), and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of 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 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.
- D.** 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 utilities.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 17 Limitation of Liability, (Cont'd.)

E. Directory Errors

1. 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 set forth in the Rate Schedules of this tariff, 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 occurred.
 - d. For listings in information records furnished at additional charge, an amount no in excess of the charge for the listing during the period the error or omission continued.
 - e. For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 18 Limitations of Service

- A.** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B.** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C.** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D.** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards.
- E.** The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 19 Use of Service

- A.** Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- B.** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- C.** Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- D.** Any service provided under this Tariff may be facilities to or shared (jointly used) with other persons at the Customer's option. Service may only be facilities or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, facilities or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- E.** Any individual or company who uses or receives service from the Company, other than the provisions of an accepted application for service and a current Customer relationship, shall be liable for the tarified cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the CPUC or the court.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 19 Use of Service, (Contd.)

F. Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

G. Unauthorized Use

1. Service shall not be used to make unlawful expressions, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass.
2. Service shall not be used for any purpose in violation of law.
3. Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers, or interfere with the Company's reasonable ability to provide the service to others.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 20 Responsibilities of the Customer

- A. The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines.
- B. The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
- C. The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.
- D. The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.
- E. The Customer and any authorized or joint users, jointly and serially, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer, authorized user, or joint user furnished or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control and from all other claims, loss, damage, expense (including the reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability arising out of any commission or omission by the Customer, authorized user, or joint user in connection with the service. In the event that any such infringing use is enjoined, the Customer, authorized user, or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement.

In addition and without limitation, the Customer, authorized user, or joint user shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims, including but not limited to slander, libel, or infringement.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 21 Special Construction

A. Basis for Charges

Special Construction Charges apply where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs. Charges are subject to the provisions of General Order No. 96-A. Charges will be based on the costs incurred by the Company (including return) and may include:

- (1) nonrecurring charges;
- (2) recurring charges;
- (3) termination liabilities; or
- (4) combinations of (a), (b), and (c).

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 21 Special Construction, (Cont'd.)

- B.** To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.
1. The period on which the termination liability is based is the estimated service life of the facilities provided.
 2. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (1) equipment and materials provided or used;
 - (2) engineering, labor, and supervision;
 - (3) transportation; and
 - (4) rights of way and/or any required easements;
 - b. license preparation, processing, and related fees;
 - c. tariff preparation, processing and related fees;
 - d. cost of removal and restoration, where appropriate; and
 - e. any other identifiable costs related to the specially constructed or rearranged facilities.
 3. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in the preceding section by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in the preceding section shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
 4. Charges are subject to the provisions of General Order No. 96-A.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 22 Non-routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 23 Services for the Deaf and Disabled

The Company will provide telecommunications relay access to a telephone relay center for California Relay Service. In addition, the Company will participate in the Deaf and Disabled Equipment Program. Both of these services will be provided by Pacific Bell in Pacific Bell exchanges and by Verizon of California in Verizon exchanges.

The Relay Service permits telephone communications between hearing and/or speech impaired individuals who must use a TDD or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired Customers to use.

A. Only intrastate calls can be completed using the California Relay Service under the terms and conditions of this tariff.

B. The following calls may not be placed through the Relay Service:

1. calls to informational recordings and group bridging service;
2. calls to time or weather recorded messages;
3. station sent paid calls from coin telephones; and
4. operator-handled conference service and other teleconference calls.

C. Liability

The Company contracts with an outside provider for the provision of Relay Service and equipment for the Deaf and Disabled Equipment Program. The outside provider(s) has complete control over the provision of these services except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the Customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the Customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the Customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 24 Emergency Telephone Number Service (911 Service)

Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 25 Change of Service Providers

A. Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company, or its agents, for Customer authorization for termination of service with an existing carrier and the subsequent transfer to the Company must include current rate information on the Company and information regarding the terms and conditions of service with the Company. Such solicitation must conform with California Public Utilities Code Section 2889.5, and be legibly printed in at least 10 point type. A penalty or fine of up to \$500 may apply for each violation of this Rule.

B. Unauthorized Service Termination and Transfer

The Company shall restore the Customer's service to the original carrier without charge to the Customer where that service has been changed on an unauthorized basis. All Company billings during the unauthorized service period shall be refunded to the Customer. If the Company is found responsible for the unauthorized transfer it will reimburse the original carrier for reestablishing service at the tariff rate of the original carrier. A penalty or fine of up to \$500 may apply for each violation of this Rule.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 26 Privacy

The Company shall not make available to any other person or corporation Customer information that is not public without first obtaining the Customer's consent in accordance with Public Utilities Code Sections 2891, 2891.1 and 2893. The Company will provide each new Customer, and on an annual basis for existing Customers, a description of how the Company handles the Customer's private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the Customer.

Notwithstanding the above, there are instances where the Company may be required to release certain non-public Customer information without first notifying the Customer and obtaining written consent. Consistent with the California Public Utilities Code, the Company will provide required Customer information to an emergency agency responding to a 911 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to lawful process, to a collection agency for the purpose of collecting unpaid debts, to the CPUC pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the CPUC in response to orders regarding the provision of services over the Company's facilities by parties other than the Company. In addition, except for Customers subscribing to nonpublished numbers, the Company will release information that is customarily provided in a subscriber directory or through directory assistance services. Finally, the Company may provide the names and addresses of Customers subscribing to LifeLine service to other certificated California utilities for use in outreach programs directed towards low-income subscribers.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 26 Privacy, (Cont'd.)

A. Section 2891

The following section shall apply if, and when the Company offers service to residential consumers.

1. The Company shall not make available to any other person or corporation, without first obtaining the residential subscriber's consent, in writing, any of the following information:
 - a. The Customer's personal calling patterns, including any listing of the telephone or other access numbers called by the Customer, but excluding the identification of 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 the Company to provide to the person called.
 - b. The residential Customer's credit or other personal financial information, except when the Company is ordered by the CPUC 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 credit worthiness of new utility subscribers.
 - c. The services which the residential Customer purchases from the Company or from independent suppliers of information services who use the Company's telephone or telegraph line to provide service to the residential Customer.
 - d. Demographic information about individual residential Customers, or aggregate information from which individual identities and characteristics have not been removed.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 26 Privacy, (Cont'd.)

A. Section 2891, (Cont'd.)

2. Any residential Customer 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 Company regarding the identity of each person or corporation to whom the information has been released, upon written request. The Company shall notify every residential Customer of the provisions of this paragraph whenever consent is requested pursuant to this paragraph.
3. Any residential Customer who has, pursuant to Paragraph (B) above, given written consent for the release of one or more of the categories of personal information specified in Paragraph (A) may rescind this consent upon submission of a written notice to the Company. The Company shall cease to make available any personal information about the Customer within 30 days following receipt of notice given pursuant to this paragraph.
4. Every violation of this Rule is grounds for civil suit by the aggrieved residential subscriber against the Company and its employees responsible for the violation.
5. For the purposes of this section, "access number" means a telex, teletext, facsimile, computer modem, or any other code which is used by a residential Customers of a telephone or telegraph corporation to direct a communications to another Customer of the same or another telephone or telegraph corporation.
6. The Company selling or licensing lists of residential Customers shall not include the telephone number of any Customer assigned an unlisted or nonpublished access number.
7. A Customer may waive all or part of the protection provided by this section through written notice to the Company.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 26 Privacy, (Cont'd.)

B. Section 2893

1. Call identification service offered by the Company, shall allow a caller to withhold display of the caller's telephone number, on an individual basis, from the telephone instrument of the individual receiving the telephone call placed by the caller.
2. There shall be no charge to the caller who requests that his or her telephone number be withheld from the recipient of any call placed by the caller.
3. The Company will notify its Customers that their calls may be identified to the called party thirty or more days before the Company commences to participate in the offering of a call identification service.
4. Section 2893 does not apply to any of the following:
 - a. An identification service which is used within the same limited system, including, but not limited to a Centrex or private branch exchange (PBX) system, as the recipient telephone.
 - b. An identification service which is used on a public agency's emergency telephone line or on the line which receives the primary emergency telephone number (911).
 - c. Any identification service provided in connection with legally sanctioned call tracing or tapping procedures.
 - d. Any identification service provided in connection with any toll free (i.e. 800) or "900" access code telephone service until the Company develops the technical capability to comply with Paragraph (A) as determined by the CPUC.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 27 Directories

The Company will make printed directories available to Customers at no charge. Such directories may be supplied by the incumbent local exchange carrier or other third party.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 28 Nonpublished Service

Upon a Customer's request, the Company will omit a Customer name, address and telephone number from 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 number, shall be released by the Company in response to legal process or to an authorized governmental agency which complies with the rules set forth in Appendix A to CPUC Decision No. 92860 and 93361 established for the release of nonpublished information as set forth below.

A. Agencies Authorized to Receive Nonpublished Information

Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.

An agency of the federal government which is lawfully authorized to:

1. Conduct investigations or make arrests for violations of the criminal laws of the United States; or,
2. Prosecute violations of the criminal laws of the United States; or,
3. Enforce civil sanctions which are ancillary to criminal statutes; or,
4. Conduct investigations into matters involving the national security of the United States; or,
5. Protect federal or foreign officials; or,
6. Protect public health and safety; or,
7. Conduct emergency rescue operations.
8. Any public health agency of the State of California or of a city, county, or other local government.
9. County of city 911 projects.
10. State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
11. Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of debts.
12. California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 28 Nonpublished Service, (Cont'd.)

B. Procedure for Release of Nonpublished Information to Authorized Agencies

A telephone company shall only provide nonpublished information to persons within agencies who are either:

1. Peace officers pursuant to California Penal Code Section 830 and all subsections thereof who are lawfully engaged in a criminal investigation in their official capacity; or,
2. Health officers who are acting in their official capacity and are lawfully investigating a matter involving a service communicable disease or life threatening situation; or,
3. Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in the preceding; or,
4. Employees of a county or city 911 project when acting in an official capacity; or,
5. Employees of an agency listing in the preceding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 28 Nonpublished Service, (Cont'd.)

B. Procedure for Release of Nonpublished Information to Authorized Agencies, (cont'd.)

Nonpublished information shall be released by a telephone company to an authorized agency upon the agency's written request provided that the agency has previously furnished the company 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.

Nonpublished information shall also be released by a telephone company 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 company only on a call back verification basis.

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

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 28 Nonpublished Service, (Cont'd.)

C. Notification to Customer

The telephone company shall not notify the Customer regarding the release of the Customer's nonpublished information unless the Customer contacts the Company and specifically requests to know whether their nonpublished information has been released.

When a Customer inquires of the Company 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 Company.

If the 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 company shall withhold notice to the Customer for a period of one year from the date of release of the information to the agency.

The one year period of nondisclosure shall be extended for successive one year periods upon new written certification by the agency in each instance.

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 no 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 Company that such information was released and which agency received the information.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 28 Nonpublished Service, (Cont'd.)

D. 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 certifies that disclosure to the Customer could violate a client's or contact's right of privacy and confidentiality.

E. Release of Information to Interexchange Carriers

The Company will provide nonpublished information to an Interexchange Carrier who needs the information for allocation, billing or service purposes.

F. Retention of Records

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

G. Unsolicited Telephone Efforts

The Company will not contact nonpublished residence Customers by telephone on an unlisted number(s) for unsolicited efforts.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 29 Legal Requirements for Refusal or Discontinuance of Service

California Public Utilities Commission'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 tariff schedules. Accordingly, Appendix B of Decision No. 91188, Case No. 4930, is quoted herein:

"Appendix B"

- A.** 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 probable 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 a 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.
- B.** 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 of 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.
- C.** 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 utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber, the utility shall promptly restore such service.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 29 Legal Requirements for Refusal or Discontinuance of Service, (Cont'd.)

"Appendix B", (Cont'd.)

- D.** 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.
- E.** 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.
- F.** 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.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 29 Legal Requirements for Refusal or Discontinuance of Service, (Cont'd.)

"Appendix B", (Cont'd.)

- G.** 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.
- H.** 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.
- I.** 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.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 30 Blocking Access to 900 and 976 Information Services

The Company automatically blocks calls to 900 and 976 pay-per-call telephone information services. There is no charge for such call blocking. The Company will inform the Customer of this blocking feature at the time service is initially ordered.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 31 Demarcation Points

A. 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.

Customer requested services beyond the local loop demarcation point may be provided by the Company at the Customer's expense.

B. 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 intra building 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 below. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 31 Demarcation Points, (Cont'd.)

B. Local Loop Demarcation Point, (cont'd.)

4. Exceptions:

- a. Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment.
- b. Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the 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 Customer or building owner, and includes the equipment.
- 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 (also 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 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, the 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).

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 31 Demarcation Points, (Cont'd.)

C. INC Demarcation Point

1. The Intra building Network Cable (INC) demarcation point separates the building owner's responsibility to provide INC from the Customer'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 Customer.
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 below and B4 preceding.
3. Where there is no intra building network cable or it is in a single-story building, the INC demarcation is the Company's Local Loop Demarcation Point.

D. 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 the 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.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 31 Demarcation Points, (Cont'd.)

E. 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 portion(s) is owned by the entities in common³ do not constitute Continuous Property.

¹ The property retains its character as a 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.

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

³ Such as townhomes and homes in gated communities.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 31 Demarcation Points, (Cont'd.)

E. Continuous Property, (Cont'd.)

3. Continuous Property - Point of Demarcation
 - 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 request and expense, provide INC.
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 set forth in this tariff, except as provided in the preceding paragraph.
5. The INC and Inside Wire Demarcation Points are located as described above.
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-owned 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.

COMPETITIVE LOCAL CARRIER

3.0 - CONTRACT SERVICES

1. Special Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon by the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

2. Special Service Arrangements

- A.** If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.
- B.** Special service arrangement rates are subject to revision depending on changing costs or operating conditions.
- C.** If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

COMPETITIVE LOCAL CARRIER

4.0 - SPECIAL ARRANGEMENTS

1. Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours, or (in sole discretion of the Company and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

COMPETITIVE LOCAL CARRIER

5.0 - SAMPLE FORMS

1. Disconnection Notice

Clear Rate Communications, Inc.

THIS IS A FINAL DISCONNECTION NOTICE. PAY _____ PRIOR TO _____ TO
AVOID DISCONNECTION OF YOUR BASIC TELEPHONE SERVICE.

Dear Customer:

Phone number _____

By paying the amount noted above by the date noted above you will avoid the inconvenience of all or part of your service being interrupted and will avoid a charge of \$_____ for reconnection service. If payment arrangements are not made within five days of temporary suspension, your incoming telephone service will be suspended. Seven days later, your account will be terminated.

If you cannot pay your balance please call us at _____ to arrange for an acceptable payment arrangement/plan.

If you have already made full payment, please disregard this notice.

Account number _____
Amount enclosed _____
Total amount due _____

COMPETITIVE LOCAL CARRIER

5.0 - SAMPLE FORMS, (CONT'D.)

2. Customer Alert

Clear Rate Communications, Inc.

Our records show that your account is past due in excess of XXX days. The intent of Clear Rate is to assist our Customers and meet their business needs. We would like to offer you assistance with payment options. Please contact us at XXX-XXX-XXXX to discuss these options.

Unfortunately, unless we hear from you and agree upon a payment plan by month, date, year then we will have to disconnect your service. A reconnection fee will be required, as if you ordered service for the first time, to restore your service after disconnection.

We value your business. Please do not leave us with disconnection as our only alternative. Please contact us immediately and let's discuss a payment arrangement.

COMPETITIVE LOCAL CARRIER

5.0 - SAMPLE FORMS, (CONT'D.)

3. Return Check Charge

Clear Rate Communications, Inc.

This letter is to advise you that we have received a returned check for insufficient funds on your account.

A return check charge of \$XX will be applied to your account along with your previous balance.

Please contact us at XXX-XXX-XXXX and make arrangements to pay your bill in full.

COMPETITIVE LOCAL CARRIER

6.0 - PROMOTIONS

1. Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

2. Special Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will notify the Commission prior to the effective date of any promotional offering.