

COMPETITIVE LOCAL CARRIER

TARIFF SCHEDULE

APPLICABLE to

Local Exchange Service

of

Bright House Networks, LLC

U-6955-C

COMPETITIVE LOCAL CARRIER

Tariff Check Sheet

Pages listed 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.

Sheet	Revision	Sheet	Revision	Sheet	Revision
Title	Original	20	Original	40	Original
1	7 th Revised*	21	Original	41	1 st Revised
2	Original	22	Original	41.1	Original
3	1 st Revised	23	Original	42	1 st Revised
4	Original	24	Original	43	Original
5	Original	25	Original	44	1 st Revised
6	Original	26	Original	45	Original
7	Original	27	Original	46	1 st Revised
8	Original	28	Original	47	1 st Revised
9	Original	29	Original	48	Original
10	Original	30	1 st Revised*	49	Original
11	Original	31	Original	50	Original
12	1 st Revised	32	Original	51	Original
13	Original	33	Original	52	Original
14	Original	34	Original	53	Original
15	Original	35	1 st Revised	54	Original
16	Original	36	Original	55	1 st Revised*
17	1 st Revised	37	2 nd Revised	56	2 nd Revised*
18	Original	37.1	1 st Revised	57	Original
19	Original	37.2	1 st Revised	58	Original
		37.3	1 st Revised	59	1 st Revised
		38	1 st Revised		
		39	1 st Revised		

* Denotes New/Revised page this filing

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COMPETITIVE LOCAL CARRIER

1. Preliminary Statement

Bright House Networks, LLC has been granted authority by the California Public Utilities Commission to provide competitive local exchange services within the state of California. This tariff contains effective rates, terms and conditions for intrastate local exchange services offered by Bright House Networks, LLC.

2. Explanation of Symbols

The following symbols are used in this tariff as described:

- (C) To signify changed listings, rule, or condition which may affect rates or charges
- (D) To signify discontinued material, including listing, rate, rule or condition
- (I) To signify increase
- (M) To signify material relocated from or to another part of tariff schedule 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 change in wording of text but not change in rate, rule or condition.

3. Tariff Format

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the tariff. When a new page is added between those already in effect, a decimal is added. For example, a new page added between page 15 and page 16 would be page 15.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the California Utility Regulatory Commission. For example, the 4th Revised Page 15 Cancels the 3rd Revised Page 15.
- C. Paragraph Numbering Sequence - Each level of paragraph numbering herein is subservient to its next higher level as shown:

- 2
- 2.1
- 2.1.1
- 2.1.1.1
- 2.1.1.1.A.

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4. Availability of Company's Tariff

Copies of the Company's advice letters and current tariff as filed with the California Public Utilities Commission are maintained at the Company's office listed below:

12405 Powerscourt Drive
St. Louis, MO 63131

Additionally, these documents are made available for viewing at the following website under Terms of Service/Policies, Charter Telephone Tariff Information.

<https://www.charter.com/browse/content/services>

5. Service Area Maps

The Company provides competitive local exchange service in California within the service territories of AT&T California (Pac Bell) and Frontier California Inc (formerly Verizon Inc.). The company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the California Public Utilities Commission by AT&T California (Pac Bell) and Frontier California Inc (formerly Verizon Inc.).

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6. Rule 1---Definitions

Account: Either a Customer's physical location or individual service represented by a unique account number within the billing hierarchy. Multiple services each with a unique account number may be part of one physical location.

Advance Payment: Part or all of a payment required before the start of Service.

Applicant: Any entity or individual who applies for Service offered under this Tariff.

Application: A request made orally or in writing for Service.

Authorized User: A person, firm or corporation that is authorized by the Customer or joint user to be connected to the Service of the Customer or joint user, respectively.

CAB: California Public Utilities Commission Consumers Affairs Branch.

Central Office Line: A circuit directly connecting an individual with a central office.

Channel or Circuit: A path for transmission between two or more points having a bandwidth and termination of the Customer's own choosing.

Commission: California Public Utilities Commission

Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communications by wire or radio between two or more exchanges.

Communications-Related Charges: Services tariffed by telephone utilities; services permitting voice and data communications, including charges for installation of equipment and facilities; telecommunications equipment that is connected to a telecommunications network; wireless communications service; Internet access; video service; message service; information service, including pay-per-call service; and cable set top boxes.

Company: Bright House Networks, LLC.

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

Customer Premises Equipment (CPE): Equipment located at the Customer's Premises for use with the Telephone Company's Services.

FCC: Federal Communications Commission

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6. Rule 1---Definitions (Cont'd)

Force Majeure: Causes beyond the Telephone Company's control, including but not limited to:

1. Acts of God, fire, flood, explosion or other catastrophes,
2. Any law, order, regulation, direction, action or request of the United States Government, or any other government, including state and local governments having or claiming jurisdiction over the Telephone Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local government or of any civil or military authority;
3. National emergencies, insurrection, riots, wars;
4. Unavailability of rights-of-way or materials;
5. Strikes, lock-outs, work stoppages or other labor difficulties

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed Federal government holiday

Interexchange Carrier (IXC): A long distance telecommunications services provider.

InterLATA Service: Service that originates within one LATA and terminates in a different LATA.

IntraLATA Service: Service that originates and terminates within the same LATA.

Intrastate Service: Service that originates and terminates within the state on an interLATA or intraLATA basis.

Interstate Service: Refers to communication between states within the Continental U.S (unless otherwise noted).

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.

Local Calling Area: The Company's local calling mirror the local calling areas described in the dominant LEC tariff for that region.

Non-Communications Charge: Any charge that is not a Communications-Related Charge with the exception of taxes and mandatory charges for public purpose programs.

Premises: The space occupied by a Customer or Authorized User in a building or buildings.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment which continue to apply for duration of the service.

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6. Rule 1---Definitions (Cont'd)

Service Commencement Date: The first 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. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order: The request for Service, either written or electronic, executed by the Customer and the Company in the format devised by the Company. Such a request for Service by the Customer and the acceptance of the request by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the Service is calculated from the Service Commencement Date. Should a Customer use the Company's Service without an executed Service Order, the Company will then request the Customer to submit a Service Order. Also, the request for facilities or Service by a Customer.

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7. Rule 2---Description of Service

The Company undertakes to furnish communication services pursuant to the terms of this tariff. Specific offerings may be found in this tariff or the Telephone Company's Service, Price and Terms Guide.

The Telephone Company's obligation to furnish services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and the rights for the construction and maintenance of the necessary facilities, pole lines, circuits and equipment. Products, services, features and functions will be available in accordance with this tariff where technically and operationally feasible.

Service is available 24 hours a 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.

Bright House Networks, LLC is a facilities based provider of telecommunications services. Services in the state of California are offered via the Company's own facilities.

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7. Rule 3---Application for Service

Service is installed by arrangement between Bright House Networks, LLC and the Customer. Applications for initial or additional services may be made to the Telephone Company verbally or in writing. During the application process, the Company may check past telephone/affiliate account information and use to establish risk assessment for advance payment.

Prior to the agreement, 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 Telephone Company reserves the right to refuse service to any applicant who is found to be indebted to the Telephone Company and its affiliates for services previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Telephone Company may also refuse to furnish service to any applicant desiring to establish service for former Customers of the Telephone Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.

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

7.1. 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.

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, less net salvage, applies.

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7. Rule 3---Application for Service (Cont'd)

7.2. Initial Contract Periods

Unless otherwise specified herein or elsewhere in the Telephone Company's Local Exchange Tariff, the initial (or minimum) period for service is one (1) month from the date service is established and the minimum charge is the established rate for one (1) month.

The length of period for directory listings where the listings have been published is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.

The Telephone Company may require a service period longer than one (1) month at the same location in connection with (nonstandard) types or arrangements of facilities, or for unusual construction, necessary to meet special demands, and involving extra costs.

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8. Rules and Regulations

8.1. Rule 4---Special Information Required on Forms

The Company 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:

- Billing carrier’s name;
- Period of service covered by the bill (excluding services for which backbilling is permitted);
- Payment due date;
- Late payment charges and when they will be applied;
- How the Customer may pay the bill; and,
- How to contact the Company with questions about the bill, including a toll free number for billing inquiries and disputes, along with a postal address, or an e-mail address if the subscriber has agreed to communication via electronic media, where the subscriber may send a billing inquiry or complaint in writing.

Each bill shall also include the following statement:

If you believe there is an error on your bill or have a question about your service, please call Bright House Networks, LLC customer support at (888) 438-2427.

If you are not satisfied with Bright House Networks, LLC’s response, submit a complaint to the California Public Utilities Commission (CPUC) by visiting <http://www.cpuc.ca.gov/complaints/>. Billing and service complaints are handled by the CPUC’s Consumer Affairs Branch (CAB), which can be reached by the following means if you prefer not to submit your complaint online:

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

If you have limitations hearing or speaking, dial 711 to reach the California Relay Service, which is for those needing direct assistance relaying telephone conversations, as well their friends, family, and business contacts. If you prefer having your calls immediately answered in your mode of communication, dial one of the toll-free language-specific numbers below to be routed to the California Relay Service provider.

Type of Call	Language	Toll-free 800 Number
TTY/VCO/HCO to Voice	English	1-800-735-2929
	Spanish	1-800-855-3000
Voice to TTY/VCO/HCO	English	1-800-735-2922
	Spanish	1-800-855-3000
From or to Speech-to- Speech	English & Spanish	1-800-854-7784

8. Rules and

Regulations (Cont’d) (T)

8.2. Rule 5---Establishment and Reestablishment of Credit

Each applicant for service shall provide credit information satisfactory to the Company or pay an advance payment. The establishment or re-establishment of credit as provided in this section shall not relieve the customer from compliance with other provisions of this tariff as to the payment of bills, and shall in no way modify the provisions regarding

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disconnection and termination of service for failure to pay bills due for service furnished. Credit cannot be denied for failure to provide a social security number.

If the Company finds that the applicant for service has failed to pay the Company for past due telephone/affiliate service, the Company will refuse to provide service unless the applicant, at the option of the Company, pays the past due indebtedness as well as an advance payment.

The Company, at its discretion, shall provide service upon verification of satisfactory credit information derived from the nationally recognized credit bureau agencies. The Company may also use other information in determining satisfactory credit.

8.3. Rule 6---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 non-recurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered. The Telephone Company reserves the right to refuse service if the customer fails to fulfill standard requirements. After service has been established, the Customer will be responsible for the payment of all applicable charges to avoid discontinuance of service.

For Customers required to make an advance payment, the Telephone Company may require proof of positive identification. Failure to provide acceptable forms of identification may result in a denial of telephone service. The Telephone Company will provide a notification and information letter to those customers required to make an advance payment. The notification letter shall contain the reason for the advance payment and/or the credit bureau used to obtain a copy of credit report.

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8. Rules and Regulations (Cont'd)

8.4. Rule 7---Notices

Notices provided to the Customer by the Company shall be as follows:

8.4.1. Rate Information

Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential customer. Notice of increases in rates shall be provided to customers at least 30 days prior to the effective date of the change. No customer notice shall be required for a 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 condition of service no later than the company's next periodic billing cycle.

8.4.2. Discontinuance of Service Notice

Customers are responsible for notifying the Company of their desire to discontinue Service on or before the date of disconnection.

Notice to disconnect Service for nonpayment of bills shall be provided in writing by first class mail to the Customer not less than seven (7) calendar days prior to termination. Each notice shall include all of the following information:

1. The amount that is delinquent.
2. The date when payment or arrangements for payment are required in order to avoid termination.
3. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
4. The telephone number of a representative of the Company who can provide additional information or institute arrangements for payment.
5. The telephone number of the CAB where the Customer may direct inquiries
6. Notification that local service may not be discontinued for nonpayment of Category II or other unregulated competitive services.

8.4.3. Regarding Change in Ownership or Identity

The Company will notify Customers in writing of a change in ownership or identity of the Company at least 30 days in advance of a request to the Commission.

8.4.4. Company Notices

Notices the Company sends to Customers, or to the Commission, will be a legible size and printed in a minimum point size of ten (10) and are deemed made on the Date of Presentation.

COMPETITIVE LOCAL CARRIER

8. Rules and Regulations (Cont'd)

8.5. Rule 8---Rendering and Payments of Bills

The Customer is responsible for payment of all charges for Service. 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. Charges are billed monthly, in advance for one month's minimum charge and in arrears for minute-of-use charges.

The Telephone Company reserves the right to assess late payment charges for Customers whose accounts have an unpaid balance for the prior billing period. Any amount not received within twenty-two (22) days after the day the invoice is mailed may be subject to the Company's late charge of up to 1.5% per month. Customers shall not be liable for late payment charges on disputed amounts that are resolved in the Customer's favor.

The Company will credit payments effective the business day payments are received by the Company or its agent.

Checks, or other negotiable instruments, presented in payment for Services and subsequently returned to the Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge per item.

Any non-communications charges will be placed in a separate section of the bill and clearly labeled. The name of the vendor and billing agent will be clearly identified. The Company may take steps other than disconnection, as permitted by law, to collect legitimate charges.

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 exception: 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). This limitation on backbilling does not apply in cases involving fraud.

Any prorated bill will use a thirty-day (30-day) month to calculate the pro-rata amount. Prorating will apply to Recurring Charges only; all non-recurring and usage charges incurred during the billing period will be billed in addition to the prorated amounts.

Any objections to bill over-charges must be reported to the Company or its billing agent within three years after receipt of bill.

All mandated government taxes, surcharges and fees required to be collected from Customers and to be remitted to federal, state or local governments shall be listed in a separate section of the telephone bill entitled "Government Fees and Taxes" and all such charges shall be separately itemized. This section of the bill shall not include any charges for which the Company is not required to remit to the government the entire amount collected from customers.

COMPETITIVE LOCAL CARRIER

8. Rules and Regulations (Cont'd)

8.6. Rule 9---Disputed Bills Procedure

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, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:

Customer may request, and the Company will comply with request, for an investigation and review of the disputed amount. During the time the investigation is pending, no late charges or penalties will be applied.

The undisputed portion of the bill must be paid by the Due By Date (no sooner than 22 days of the date of presentation) shown on the bill or the Service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.

If there is still disagreement after the investigation and review by the Company, the Customer may appeal to the California Public Utilities Commission's Consumer Affairs Branch ("CAB") for its investigation and decision. To avoid disconnection of Service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such deposit must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.

The Company may not disconnect the Customer's Service for nonpayment as long as the Customer submits a claim to CAB for review and deposits the disputed amount with the Commission.

No late charge or penalty may be imposed on the amount in dispute deposited with the Commission.

CAB will review the claim of the disputed amount, communicate the result of its review to the Customer and Company and make disbursement of the deposited amount.

After the investigation and review are completed by the Company as noted above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.

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8. Rules and Regulations (Cont'd)

8.6 Rule 9---Disputed Bills Procedure (Cont'd)

Telephone Company Contact: Regulatory.Complaints@charter.com
Corporate Escalations
700 Carillon Parkway
St. Petersburg, FL 33716
1-855-222-0102

(T)

The CPUC address: California Public Utilities Commission
Consumer Affairs Branch
505 Van Ness Avenue
San Francisco, CA 94102
(800) 649-7570

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8.7. Rule 10---Discontinuation and Restoration of Service

8.7.1. Discontinuance of Service

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of termination. Such notice may be either in writing or verbal. Customers remain responsible for payment of all bills for services furnished.

The Company may terminate service, with at least seven (7) days written notice sent to the Customer via U.S. First Class Mail, for non-payment of bills. The Company will also provide the customer the opportunity to eliminate portions of the service before terminating service in its entirety. The Telephone Company may disconnect, on 24 hours notice after written notification, any service when the Customer has made payment of past due amounts with insufficient funds via check or credit card. Customer may prevent disconnection by making payment of all amounts owed in guaranteed funds prior to the expiration of the 24-hour insufficient funds notice.

Termination will not occur unless payment has not been made to the Company by the due date specified on the Customer's billing invoice, which will be at least twenty two (22) days after the Date of Presentation on the billing envelope.

Service may be discontinued for nonpayment of bills provided notice of the proposed discontinuance is provided pursuant to specifications in this tariff.

Basic Exchange Service will not be terminated or suspended for failure to pay any non-communications charge on the Customer's bill. The Company may, however, take steps other than disconnection, as permitted by law, to collect legitimate charges.

The Company may take steps other than disconnection, as permitted by law, to collect legitimate charges.

Service will not be initially terminated on any day the Company's service representatives are not available to serve Customers.

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8. Rules and Regulations (Cont'd)

8.7. Rule 10---Discontinuation and Restoration of Service (Cont'd)

The Company may terminate service, with at least seven (7) days' written notice to the Customer, for non-compliance with Commission regulations, for failure of the Customer to adhere to contractual obligations, and for failure of the Customer to permit the Company to have reasonable access to its equipment.

The Company may terminate service without notice in the event of any of the following occurrences: hazardous conditions on the Customer's premises; the Customer's maintaining and/or operating its own equipment in such a manner as to adversely affect the Company's equipment or service to others; Customer tampering with the Company's equipment; the Customer's unauthorized or illegal use of the Company's service or equipment; or the acts of the Customer are such as to indicate intention to defraud the Company (including fraudulently placing and receiving Calls and/or providing false credit information); where there is probable cause to believe there is illegal or willful misuse of the Company's service (including but not limited to description found under Unauthorized Use, Section 8.12.-Rule 15.); for failure of the customer to provide an advance payment to the Company if required.

8.7.2. 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 reconnect charge for restoration of service after disconnection for nonpayment.

8.8. Rule 11---Temporary Service

Conditions precedent to rendering temporary service or service to speculative projects will be developed on an Individual Case Basis. The Company will not provide temporary service or service to speculative projects unless in its judgment such service provision is consistent with the best interests of the Company and its Customers.

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8. Rules and Regulations (Cont'd)

8.9. Rule 12---Continuity of Service

In the event of an interruption to the Service not due to the negligence or willful act of the Customer or Customer Premises Equipment, an allowance will be made if the interruption continues for more than twenty-four (24) hours from the time it is reported to or detected by the Telephone Company, upon Customer request.

The customer is responsible for providing a suitable supply of commercial electrical power, including outlets, when and where required by the Company for the operation of any Company telecommunications equipment on the customer's premises. Failure to supply adequate commercial electrical power is considered negligence of the customer. A customer may be billed a service dispatch charge whenever a dispatch is made to correct a service interruption caused by a failure on the customer's side of the demarcation point.

Limitation 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. Interruption due to the failure or malfunction of non-Company equipment.
3. Interruptions of service during any period in which the Company is not given access to the Premises for the purpose of investigating and correcting interruptions.
4. Interruptions of service during any period when the Customer, Authorized User, or joint user has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.
5. Interruption of service due to Force Majeure.

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8. Rules and Regulations (Cont'd)

8.10. Rule 13---Service Activation and Customers' Premises Equipment

If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.

The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.

The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.

The Company shall exercise due care in connection with all work done on Customer's Premises. No liability shall attach to the Company by reason of any defacement or damage to the Customer's Premises resulting from the existence of the Telephone Company's facilities and associated wiring on such Premises, or by the installation or removal thereof, unless such defacement or damage is the direct result of the sole negligence of the Telephone Company. The customer's sole remedy for such damage shall be repair of such damage.

The Customer shall be responsible for the payment of a Service Dispatch Charge for visits by the Company employee to the Customer's Premises when a service difficulty or trouble report results from the use of Customer provided terminal equipment.

The Customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities, against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Customer: and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.

COMPETITIVE LOCAL CARRIER

8. Rules and Regulations (Cont'd)

8.11. Rule 14---Limitation of Liability

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company up to and including its Local Loop Demarcation Point including Private Line, Local Interconnection Service, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

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.

The Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount limited to a credit of one month's basic service. The Customer indemnifies and holds the Telephone Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the listing which the Customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person.

The Company will not provide a credit allowance for interruption of service caused by the Customer's facilities, equipment, or systems.

Whenever commercial power or its equivalent is required to operate services of facilities provided by the Company at the Customer's Premises, the Customer shall:

Furnish such power which shall be suitable for the purpose;

Provide and maintain all necessary power wiring and power outlets in a suitable location and in a safe fashion; and

Allow the Company access to the power supply, if necessary.

In the event of a power failure, no allowance is made for interruption of service and the Company shall not be held liable for such an interruption of service. Nor shall the Company be liable for any property damage or personal injury, or any other alleged damage or injury, caused by any customer-provided power supply, wiring, or power outlet.

COMPETITIVE LOCAL CARRIER

8. Rules and Regulations (Cont'd)

8.11. Rule 14---Limitation of Liability (Cont'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 customer's service.

8.12. Rule 15---Use of Service

Service may be used by the Customer for any lawful purpose for which the Service is technically suited. Facilities furnished by the Telephone Company to provide transmission service on the Premises of a Customer (except for inside wiring and inside jacks) are the property of the Telephone Company. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All rights, title and interest to such items remain, at all times, solely with the Company.

The agents and employees of the Company shall have the right to enter said Premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the equipment, instruments and lines, or upon termination of the Service, for the purpose of removing such equipment, instruments and lines.

If the installation and maintenance of Service are requested at locations which are or may become hazardous or dangerous to the Telephone Company's employees or the public or property, the Company may refuse to install and maintain such Service, and, if such Service is furnished may require the Customer to install and maintain such Services and may also require the Customer to indemnify and hold the Telephone Company harmless from any claims, loss or damage by reason of the installation and maintenance of such Service.

The Service is furnished only for use by the Customer. Use of the Services and all charges incurred therein shall be the sole responsibility of the Customer. 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.

Unauthorized Use

1. Service shall not be used to make unlawful expression, 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.

COMPETITIVE LOCAL CARRIER

8. Rules and Regulations (Cont'd)

8.13. Rule 16---Responsibility of the Customer

The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.

Except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, the Customer agrees to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees, including reasonable attorneys' fees, incurred by the Company in its defense against such actions.

8.14. Rule 17---Special Construction

Special construction shall be at the sole discretion of the Telephone Company.

Basis for Charges

Special Construction Charges apply where the Company furnishes a facility or a service for which a rate or charge is not specified in the Company's tariffs, 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. Combination of (1), (2) and (3)

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specifically constructed at the request of a Customer.

The period on which the termination liability is based is the estimated service life of the facilities provided.

COMPETITIVE LOCAL CARRIER

8. Rules and Regulations (Cont'd)

8.14. Rule 17---Special Construction (Cont'd)

Title to all construction, provided wholly or partly at the Customer's expense, is vested in the Telephone Company.

Construction charges will include materials, contract service, and loaded labor costs. The Customer is required to bear unusual maintenance costs for special construction.

The Company will provide an estimate of actual charges to the Customer prior to the start of construction.

When attachments are made to poles or other companies, in lieu of providing construction for which the Customer would be charged, the cost to the Telephone Company for such attachments are borne by the Customer.

The Customer is required to pay construction charges as made by another company providing facilities connecting with the facilities of the Telephone Company.

Construction charges will not apply to the Customer's Station installation that includes the aerial drop that extends from the last pole to the demarcation point.

Installation of facilities within subdivisions shall be underground where underground treatment is the usual form of installation.

Temporary Facilities

Temporary facilities may be installed to provide service, when necessary, for a maximum period of one (1) year.

When it is necessary to place temporary facilities in advance of the permanent underground telephone system in order to provide telephone service, the Telephone Company may require the applicant to pay the estimated unrecoverable costs of the temporary facilities. If the required costs under the above-described conditions apply, the Telephone Company has the right to refuse installation of the temporary facilities until the required costs are paid to the Telephone Company.

COMPETITIVE LOCAL CARRIER

8. Rules and Regulations (Cont'd)

8.14 Rule 17---Special Construction (Cont'd)

Special Type of Construction

When underground service connections are desired by Customers as initial installation in places where aerial drop wires would ordinarily be used to reach the Customer's Premises, or when aerial facilities are used to provide Service to a Customer and subsequently the Customer desires that such facilities be place underground, the following regulations apply:

Where cable is laid in conduit, the underground conduit shall be constructed and maintained by or at the expense of the Customer and in addition, the Customer shall pay the cost of the underground cable, including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or are) required to furnish the same service. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Telephone Company.

The duct or ducts required in the underground conduit by the Telephone Company to furnish Service shall be reserved for its exclusive use.

Where conductors are laid in a trench, the trench shall be constructed and backfilled by or at the expense of the Customer. In addition, the Customer shall pay the cost of the conductors, including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or are) required to furnish the same service.

Cable or wire installed in conduit will be maintained and replaced at the expense of the Telephone Company where the conduit has been inspected in place by the Telephone Company and approved, but repairs or replacements of cable or wire in conduit not so inspected and approved, or repairs or replacements of cable or wire in conduit or trench made necessary by damages caused by the Customer or his representative will be made only at the Customer's expense.

Where facilities are changed from aerial to underground, in addition to the above, the Customer is charged the cost of dismantling and removing the aerial facilities.

COMPETITIVE LOCAL CARRIER

8. Rules and Regulations (Cont'd)

8.15. Rule 18--Non-Routine Installation and/or Maintenance

At the Customer's request, installation/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.

8.16 Rule 19---Service for the Deaf and Disabled

The Company will provide Customers with access to a telephone relay center for California Relay Service. The California Relay Service enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate with the hearing population not using TT. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing or speech-impaired persons who do use a TT. A Customer will be able to access the state provider to complete such calls by dialing the number 711.

A surcharge is applied monthly to all intrastate tariffed services not exempt from the surcharge. This surcharge will be identified on the Customer's billing statement as the "California Relay Service and Communications Device Fund Surcharge".

COMPETITIVE LOCAL CARRIER

8. Rules and Regulations (Cont'd)

**8.17. Rule 20---Emergency Telephone Number Service
(911 Service)**

Emergency Telephone Services (Enhanced 911) allows Customers to reach appropriate emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency call to the primary 911 provider so that it reaches the correct emergency service located closest to the caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 call.

The Telephone Company will supply the 911/E-911 service provider in the Telephone Company's service area with accurate information necessary to update the 911/E-911 database at the time Telephone Company accepts Customer orders.

Database records provide Customer-specific information that includes the Customer name and service address. This information is made available to emergency service providers in the event that a call is placed to 911 from the Customer's telephone.

The Telephone Company will bill the Customer a monthly 911 surcharge, per voice grade equivalent line in order to fund the E-911 system. Funds collected will be remitted to the required agency. The Company shall not terminate access to 911 emergency service for non-payment of any delinquent Account or indebtedness owed to the Company.

The Company will provide the location of the pilot number to the PSAP for 911 calls and where technically and operationally feasible the Company may provide ALI and ANI behind a PBX at a Station level. When Station level ANI is provided the Customer is required to provide ALI sub-address information to the PSAP.

Calls placed through network Access Lines, including those with non-published numbers, to a PSAP may display Customer information associated with such numbers to emergency 911 responding personnel. The End User forfeits the privacy afforded by non-published service upon placing a 911 call.

Where a 911 call is placed by the calling party via interconnection with an Interexchange Carrier or operator service provider, the Company cannot guarantee the completion of said call or the quality of said call.

COMPETITIVE LOCAL CARRIER

8. Rules and Regulations (Cont'd)

8.18. Rule 21---Change of Service Providers

8.18.1. Customer Authorization for Service Termination and Transfer

Solicitations by the Company, or its agents, of Customer authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. Solicitations by the Company, or its agents, must conform with California Public Utilities Code Section 2889.5.

All solicitations sent by the Company or its agents to Customers must be legible and printed in a minimum type size type of 10 points.

8.18.2. Unauthorized Service Termination and Transfer (“Slamming”)

The Company will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent unauthorized transfer to its own Service. The Company is responsible for the actions of its agents that solicit unauthorized service termination and transfers and in such cases shall restore the Customer’s service to the original carrier without charge to the Customer. All billings during the unauthorized service period shall be refunded to the Customer. The carrier responsible for the unauthorized transfer will reimburse the original carrier for reestablishing service at the tariff rate of the original carrier. Complaints shall be mailed to:

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

8.18.3. Preferred Carrier Freeze

At the request of a Customer, the Telephone Company will provide a freeze on the Customer’s preferred local exchange, intraLATA and interLATA carrier. A preferred carrier freeze prevents a change in the Customer’s preferred carrier selection unless the Customer gives the carrier from whom the freeze was requested their express consent. A Preferred Carrier Freeze is offered on a non-discriminatory basis to all Customers, regardless of the carrier selection. This service is offered at no charge.

COMPETITIVE LOCAL CARRIER

8. Rules and Regulations (Cont'd)

8.19. Rule 22---Privacy

The privacy interests of telephone subscribers encompass several distinct interests. These interests, which are protected by Article 1, Section 1 of the California Constitution, by certain provisions of the Public Utilities Code, and by many California states include:

1. An interest in keeping communication over the telephone network confidential;
2. An interest in controlling the disclosure of information about the subscriber to third parties; and
3. The right not to be disturbed by unwanted telephone solicitations.

The Company shall be in compliance with all applicable laws related to Customer privacy.

In providing telecommunications services, the Company shall comply with 47 U.S.C. § 222 governing the use of CPNI, provided, however, that whenever Customer approval is required before disclosing CPNI, and any other Confidential Subscriber Information to a third party (including an affiliate of the Company), the Company must obtain a subscriber's prior written consent (written opt-in approval) to the disclosure.

The following definitions apply in this section:

Customer Proprietary Network Information (CPNI)

Information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any Customer of the Company, and that is made available to the Company by the Customer solely by virtue of the carrier-customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a Customer or the Company; except that such term does not include subscriber list information.

Subscriber List Information (SLI)

Any information identifying the listed names of subscribers of the Company and such subscribers' telephone numbers, addresses, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses, or classifications; and that the Company or affiliate has published, caused to be published, or accepted for publication in any directory format. SLI does not include the name, address and telephone number of a subscriber who has requested that this information be withheld from a printed or electronic directory.

COMPETITIVE LOCAL CARRIER

8. Rules and Regulations (Cont'd)

8.19. Rule 22---Privacy (Cont'd)

The Company will comply with Public Utilities Code § 761.5 (Centralized Credit Check Services), §§ 2872-2875 (Automatic Dialing Devices), §§ 2891-2894.10 (Customer Right of Privacy), 47 U.S.C. § 222, and all other applicable state and federal statutes and regulations pertaining to the confidentiality of telephone communications and to the collection, use, disclosure and retention of confidential subscriber information as they may be amended from time to time.

The Company's customer record retention and disclosure policy will comply with all applicable provisions of the Information Practices Act of 1977 (see Title 1.81 (Customer Records) and Title 1.81.1 (Confidentiality of Social Security Numbers) (Cal. Civil Code §§ 1798.80-1798.84, 1798.85-1798.86)).

The Company will not make telephone solicitation calls to telephone numbers included on the federal Do Not Call List unless authorized by law, and shall comply with subscriber requests that the Company make no further telephone solicitation calls.

The Company may disclose CSI to affiliates or to other third parties without the subscriber's prior consent, to the extent necessary to initiate, provide, bill and collect for the services that the Company is providing to the subscriber, or that the subscriber has requested from the Company. When the Company discloses CSI to a third party pursuant to this section, the Company must have control over the uses of the information by the third party in compliance with all applicable federal and state privacy laws and regulations and this General Order.

The subscriber consent requirement set forth in § 2891 does not apply to "information transmitted between telephone or telegraph corporations pursuant to the furnishing of telephone service between or within service areas."

The Company may use, disclose, or permit access to CSI, without Customer approval, for the following purposes:

1. Provision of inside wiring installation, maintenance, and repair services.
2. CMRS providers may use, disclose, or permit access to CSI for the purpose of conducting research on the health effects of CMRS.
3. To market services formerly known as adjunct-to-basic services, such as, but not limited to, speed dialing, computer-provided directory assistance, call monitoring, call tracing, call blocking, call return, call tracking, call waiting, Caller ID, and call forwarding.

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COMPETITIVE LOCAL CARRIER

8. Rules and Regulations (Cont'd)

8.19. Rule 22---Privacy (Cont'd)

Subscriber List Information (SLI) (Cont'd)

Other types of subscriber information the Company may use without subscriber approval include:

1. Information provided by subscribers for inclusion in the corporation's directory of subscribers;
2. Information customarily provided by the corporation through directory assistance services;
3. Postal ZIP Code information;
4. Information provided under supervision of the Commission to a collection agency by the telephone corporation exclusively for the collection of unpaid debts;
5. Information provided to an emergency service agency responding to a 911 telephone call or any other call communicating an imminent threat to life or property;
6. Information provided to a law enforcement agency in response to lawful process;
7. Information which is required by the Commission pursuant to its jurisdiction and control over telephone and telegraph corporations;
8. Information transmitted between telephone or telegraph corporations pursuant to the furnishing of telephone service between or within service areas;
9. Information required to be provided by the corporation pursuant to rules and orders of the Commission or the Federal Communications Commission regarding the provision over telephone lines by parties other than the telephone and telegraph corporations of telephone or information services;
10. The name and address of the lifeline Customers of the Company provided public utility for the sole purpose of low-income ratepayer assistance outreach efforts; and
11. Information provided in response to a request pursuant to Penal Code § 530.8.

COMPETITIVE LOCAL CARRIER

8. Rules and Regulations (Cont'd)

8.20. Rule 23---Private Number Service; Release of Information

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

Agencies authorized to receive information:

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

The Company shall only provide nonpublished information to persons within authorized agencies.

COMPETITIVE LOCAL CARRIER

8. Rules and Regulations (Cont'd)

8.21. Rule 24---Directories

The rates and regulations for directory listings in this tariff apply to the alphabetical directory containing the regular alphabetical list of names of Customers. These regulations also apply to Yellow Page listings for business customers.

The alphabetical list of names of Customers is for the purpose of informing interested parties of the telephone numbers of Customers and those entitled to use Customers' Service, and special position or arrangement of names is not contemplated.

The Telephone Company limits the length of any listing in the directory by the use of abbreviations when, in the opinion of the Telephone Company, the clearness of the listing or the identification of the Customer is not impaired thereby.

Listings shall conform to the incumbent telephone company's practices with respect to its directories.

Listings are regularly provided in connection with all classes of Exchange Service, unless the Customer subscribes to Private Number Service. Ordinarily, listings are automatically included in the directory. A listing, however, may be omitted upon request of a Customer when, in the judgment of the Telephone Company, the omission of the listing is warranted by the circumstances of the particular case.

The Telephone Company will furnish upon request the name and address of the Customer when used to provide recorded announcements under the provisions of this Tariff.

One listing included with each subscriber's primary line service, termed the Primary Listing, is provided in accordance with the incumbent telephone company's directory practices.

One Yellow Page listing included with each Business Customer's primary line service is provided in accordance with the incumbent telephone company's directory practices.

At the request of the Customer, the primary listing may be omitted from both the directory and the directory assistance service records as a private telephone number. Private Number Service is furnished subject to the regulations and rates specified in this Tariff. The omission of the primary listing in the directory at the Customer's request does not entitle the Customer to an additional listing without charge in connection with other Services for which the Customer may be subscribing.

COMPETITIVE LOCAL CARRIER

8. Rules and Regulations (Cont'd)

8.22. Rule 26---Discounts (California LifeLine Service¹)

8.22.1. California LifeLine Service-Description

California LifeLine Service is a California Universal Service Program that provides discounts on basic residential telephone service to eligible low-income households pursuant to the Moore Universal Telephone Service Act and General Order 153 and Resolution T-17366.

California LifeLine Service ("LifeLine") will be offered by the Company to residential Customers. LifeLine Service includes service elements as currently outlined in Appendix A-1 of D.14-01-036 and as may be modified in the future. Company shall provide customer service in any language in which it markets LifeLine to Customers.

8.22.2. California LifeLine Service-Regulations

1. The following criteria for eligibility apply to LifeLine. Customers who are ineligible for the CA LifeLine program may still receive voice services from our Company affiliate under the terms and conditions as well as pricing available at <https://www.charter.com/browse/content/services> for Voice Service.

- a. The residence premises at which the service is requested is the applicant's principal place of residence. An applicant may report only one address as his/her principal place of residence.

The residence premises (dwelling unit) shall consist of that portion of an individual house, building, flat or apartment occupied entirely by a single Household.

A "Household" shall mean any individual or group of individuals who are living together as one economic unit in the same residence premises (dwelling unit).

A room or portion of a residence premises occupied exclusively by an individual not sharing equally as a member of the Household may be considered a separate dwelling unit (premises) for the application of LifeLine.

- b. A Customer shall be eligible to receive two LifeLine lines if: (i) the Customer meets all California LifeLine eligibility criteria set forth in this Section 8.22.2; (ii) a member of the Customer's Household is disabled and has immediate and continuous access within the Household to a TTY; and (iii) the TTY is issued by DDTP or a medical certificate indicating the Household member's need for a TTY is submitted.

¹ Offered in accordance with Decision 16-05-007, issued May 12, 2016.

COMPETITIVE LOCAL CARRIER

8.22. Rule 26---Discounts (California LifeLine Service¹) (Cont'd)

8.22.2. California LifeLine Service-Regulations (Cont'd)

1. The following criteria for eligibility apply to LifeLine (Cont'd)

c. The Customer must provide his or her date of birth and the last four digits of his or her social security number, or the Customer's Tribal Identification number, if the Customer is a member of a Tribal nation and does not have a social security number.

d. Applicants may qualify for participation in the LifeLine program by meeting either the Program-Based Criterion or the Income-Based Criterion.

(1) Program-Based Criterion or

Approved qualifying programs may be found at
<http://www.cpuc.ca.gov/lifeline/>

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(2) Income-Based Criterion

(a) For the fiscal year for which the service is provided, based on current household income, the applicant's total household income does not exceed the LifeLine income limits as published on the Commission's website: <http://www.cpuc.ca.gov/lifeline/>

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(b) The applicant must provide documentation substantiating his/her household income. Acceptable documents are:

- Prior year's state, federal or tribal tax return
- Current income statement from an employer or paycheck stub for three consecutive months worth of the same type of statements within the last 12 months
- Statement of benefits from Social Security, Veterans Administration
- Statement of Benefits from retirement/pension, Unemployment/Workmen's Compensation
- A divorce decree
- Child support documents
- Other official documents

e. No person who is claimed as a dependent on another person's income tax return shall be eligible for California LifeLine.

f. The applicant's eligibility is subject to verification by the Commission and/or the California LifeLine Administrator.

¹ Offered in accordance with Decision 16-05-007 issued May 12, 2016..

COMPETITIVE LOCAL CARRIER

8.22. Rule 26---Discounts (California LifeLine Service¹) (Cont'd)

8.22.2. California LifeLine Service-Regulations (Cont'd)

1. The following criteria for eligibility apply to LifeLine (Cont'd)
 - g. The California LifeLine Administrator determines the eligibility of the applicant and conducts the enrollment process as designated by the Commission.

2. Application

- a. Initial Application

Each Customer enrolling in the LifeLine program is subject to the application process described below. Applications may be submitted via an online process or paper process.

- (1) Applicants have the option of enrolling in California LifeLine under either: (i) the program-based criterion, or (ii) the income-based criterion.

- (a) If the Customer has a Household member currently enrolled in any of the means-tested programs listed in this Section 8.22.2 of this Tariff, the Customer should enroll under the program-based criterion and complete the "Program-Based" section of the Application form.

- (b) If the Customer does not have a Household member currently enrolled in any of the means-tested programs listed in this Section 8.22.2, the Customer must enroll under the income-based criterion and complete the "Income-Based" section of the Application form.

- (2) The Application form that a Customer files shall be signed by the same person whose name appears on the Customer's account with the Company, the Customer's legal guardian or a person operating pursuant to a power of attorney for such Customer. By signing the form, the Customer is self-certifying, under penalty of perjury, that the information contained in the completed form and submitted documents, if any, are true and correct.

- (3) The completed Application form and supporting documents, if any, must be returned by the Customer to the California LifeLine Administrator.

¹ Offered in accordance with Decision 16-05-007, issued May 12, 2016.

COMPETITIVE LOCAL CARRIER

8.22. Rule 26---Discounts (California LifeLine Service¹) (Cont'd)

8.22.2. California LifeLine Service-Regulations (Cont'd)

2. Application (Cont'd)

a. Initial Application (Cont'd)

- (4) Any Customer who fails to return the Application form and supporting documents, if any, or otherwise qualify for LifeLine as specified on the Application form by the deadline date shall have their Application rejected.
- (5) A Customer changing his/her California LifeLine Service provider shall not be required to undergo the Application process, provided that the Customer initiates California LifeLine Service with his/her new California LifeLine Service provider within thirty (30) days of disconnecting California LifeLine Service with the previous California LifeLine provider and the Customer maintains eligibility in all other respects. If a Customer changes his or her principal place of residence, while maintaining eligibility in all other respects, the Customer shall not be required to repeat the Application process.
- (6) Upon successful completion of the Application process, the Customer's service will be converted to LifeLine service and the Customer's account credited the difference between LifeLine rates and charges and the standard rates and charges assessed on the Customer, along with any deposits related to the Customer's service, as of the LifeLine Application date. Customers with a credit balance of at least \$10.00 may request a refund check in the amount of the credit balance reflected on their next bill.

b. [Reserved for future use]

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¹ Offered in accordance with Decision 16-05-007, issued May 12, 2016.

COMPETITIVE LOCAL CARRIER

8.22. Rule 26---Discounts (California LifeLine Service¹) (Cont'd)

8.22.2. California LifeLine Service-Regulations (Cont'd)

2. Application (Cont'd)

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¹ Offered in accordance with Decision 16-05-007, issued May 12, 2016.

COMPETITIVE LOCAL CARRIER

8.22. Rule 26---Discounts (California LifeLine Service¹) (Cont'd)

8.22.2. California LifeLine Service-Regulations (Cont'd)

2. Application (Cont'd)

(D)

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¹ Offered in accordance with Decision 16-05-007, issued May 12, 2016.

COMPETITIVE LOCAL CARRIER

8.22. Rule 26---Discounts (California LifeLine Service¹) (Cont'd)

8.22.2. California LifeLine Service-Regulations (Cont'd)

2. Application (Cont'd)

c. Annual Renewal Process

To remain in the LifeLine program, each LifeLine Customer is subject to the annual Renewal Process described below:

- (1) At renewal, the Customer has the option of qualifying his or her continued eligibility under either: (i) the program-based criterion, or (ii) the income-based criterion.
 - (a) If the Customer has a Household member currently enrolled in any of the means-tested programs listed in this Section 8.22.2, the Customer should continue his/her LifeLine enrollment under the program-based criterion and complete the "Program Based" section of the Renewal Form.

¹ Offered in accordance with Decision 16-05-007, issued May 12, 2016.

(D)

(D)

COMPETITIVE LOCAL CARRIER

8.22. Rule 26---Discounts (California LifeLine Service¹) (Cont'd)

8.22.2. California LifeLine Service-Regulations (Cont'd)

2. Application (Cont'd)

c. Annual Renewal Process (Cont'd) (T)

(1) (Cont'd)

(b) If the Customer does not have a Household member currently enrolled in any of the means-tested programs listed in this Section 8.22.2, the Customer must continue his/her LifeLine enrollment under the "Income-Based" section of the Renewal Form.

(2) The Renewal Form shall be signed by the same person whose name appears on the Customer's account with the Company, the Customer's legal guardian or a person operating pursuant to a power of attorney for such Customer. By signing the form, the Customer is self-certifying, under penalty of perjury that the information contained in the completed Renewal Form and all submitted documents, if any, are true and correct.

(3) The completed Renewal Form and all supporting documents, if any, must be returned by the Customer to the California LifeLine Administrator.

(4) Any Customer who fails to qualify for the continued eligibility to receive LifeLine shall be removed from the LifeLine program. Upon notification from the California LifeLine Administrator, the Company will convert the Customer to regular residential service starting with the denial date provided by the California LifeLine Administrator.

(5) Any Customer who wishes to re-establish LifeLine service after removal from the program will be treated as a new Customer, subject to enrollment as described in this Section 8.22.2 and payment of a conversion charge. The LifeLine discount will not be applied retroactively to the date of removal from the LifeLine program.

¹ Offered in accordance with Decision 16-05-007, issued May 12, 2016.

COMPETITIVE LOCAL CARRIER

8.22. Rule 26---Discounts (California LifeLine Service¹) (Cont'd)

8.22.2. California LifeLine Service-Regulations (Cont'd)

2. Application (Cont'd)

d. Recipients of LifeLine must notify the Company of any changes that cause the LifeLine Customer to no longer qualify for LifeLine or a second LifeLine line. Upon receipt of such notification, the Company will change the service to another residential service offered by the Company or its affiliate at the standard rates and charges for the service furnished. No charge will be applicable for this change in service. The Company or its affiliate may request a deposit, if applicable. (T)

e. The Commission or the Commission's agents may audit and verify a Customer's eligibility to participate in the LifeLine program. (T)

(1) Any LifeLine Customer who is found to be ineligible to participate in the LifeLine program shall be removed from the LifeLine program.

(2) Upon notification from the Commission or the Commission's agent, the Company shall change the ineligible Customer's LifeLine to another residential service offered by the Company or its affiliate under the terms of service, rates and charges for the service furnished. Such notification shall specify the effective date of the change. No service conversion charges shall be billed to the Customer for this change in service. The Company or its affiliate may require service deposits, if applicable.

3. Additional service and equipment are not included in the LifeLine rate, but will be provided to LifeLine Customers at applicable tariffed rates.

4. Deposits

a. Establishment of Credit – LifeLine Residence Applicants

The Company will not collect deposits for LifeLine Service.

¹ Offered in accordance with Decision 16-05-007, issued May 12, 2016.

COMPETITIVE LOCAL CARRIER

8.22. Rule 26---Discounts (LifeLine¹) (Cont'd)

8.22.2. California LifeLine Service-Regulations (Cont'd)

5. The LifeLine Service Connection Charge is applicable to each eligible Household residing at the same principal place of residence and may be applicable any time a Customer (i) establishes a new telephone connection, (ii) re-establishes LifeLine at the same principal place of residence at which LifeLine was previously residence, or (iv) switches LifeLine from one LifeLine provider to another.

Installation of a second and subsequent telephone service connection shall be subject to the Company's Service Connection Charge at regular rates, except that Customers with a disabled Household member may qualify for LifeLine Service Connection Charges on two residential telephone connections.

6. The Company shall offer LifeLine Customers the option of paying the LifeLine Service Connection Charge in equal monthly installments with no interest for a period not to exceed twelve (12) months.
7. LifeLine Customers shall not be charged for the Federal End User Common Line (EUCL) charge, also known as the Subscriber Line Charge (SLC).
8. LifeLine Customers shall not be charged for Toll Blocking.
9. The Company may require that up to one (1) month's recurring LifeLine service charges be prepaid and that additional usage charges be billed and paid on a postpaid basis.
10. Regulations not found herein are as set forth in other sections of this Tariff.
11. The Customer account will be billed regular rates for service prior to approval of the LifeLine Application. Upon approval of the LifeLine Application the Customer account will be credited the difference between LifeLine rates and regular rates. The credit will extend back to the initial Customer's application date.

¹ Offered in accordance with Decision 16-05-007, issued May 12, 2016.

COMPETITIVE LOCAL CARRIER

8.23. Rule 26---Discounts (California Teleconnect Fund)

8.23.1. California Teleconnect Fund

In Decision 96-10-066, the Commission established the California Teleconnect Fund (CTF). This program provides discounts on specific telecommunications services to qualifying schools, libraries, hospitals and health clinics, and community based organizations, approved by the Commission, as described below.

If state funding for the CTF is exhausted, participants will be backbilled for all discounts advanced by the Telephone Company that the Commission does not fund.

1. Qualified Entities to Receive Discounts on Eligible Services

- a. **Schools:** Public and non-profit schools providing elementary or secondary education, which do not have endowments of more than \$50 million.
- b. **Libraries:** Libraries eligible for participation in state-based plans for funds under Title III of the Library Services and Technology Act.
- c. **Hospitals and Health Clinics:** Hospital district owned hospitals and health clinics; municipal and county government owned and operated hospitals and health clinics.
- d. **Community Based Organization (CBO):** Tax exempt organizations with total revenue that does not exceed \$5 million, except for 2-1-1 CBOs and Healthcare CBOs, which directly offer 2-1-1 Service Provider, education instruction, health care, job training, job placement or a community technology program at specific geographic locations in California. A CBO additionally provides its community access to the internet, except for 2-1-1 CBOs and Healthcare CBOs, demonstrates that a majority of the board members reside within the state or are members of the community of interest served by the CBO (such as disability) and demonstrates that it provides its services to the community without charge or at discounted rates. A “tax exempt organization” shall refer to an organization described in Section 501(c) (3) or 501 (d) of the Internal Revenue Code, Title 26 of the United States Code.

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COMPETITIVE LOCAL CARRIER

8.23. Rule 26---Discounts (California Teleconnect Fund) (Cont'd.)

8.23.1. California Teleconnect Fund (Cont'd.)

1. Qualified Entities to Receive Discounts on Eligible Services (Cont'd.)

- e. Subcategory of CBO (Healthcare CBO): Refers to both health care and health services CBOs which have annual revenues of less than \$50 million, have licensed medical personnel on site providing health care services, accept medical plans such as Med-Cal, Medicare, Department of Veteran's Affair insurance and/or provides services without charge or at a minimal fee. (N)
- f. California Community Colleges: Must submit an application with current Management Information System code. (N)

2. Eligible Services (L)

Customers that have been approved by the Commission to participate in this program are eligible to receive discounts on the monthly charges for the Telephone Company services that are functionally equivalent to the following services:

- a. Measured Business Service
- b. Switched 56
- c. Integrated Services Digital network (ISDN) Service
- d. DS1
- e. DS3
- f. Optical Carrier Network (OCN) Point to Point Services (up to and including OC-192) (L)

There is no limit on the number of subsidized lines that a participating entity may have. (L)

Eligible participants must notify the Telephone Company, as required by the CPUC, for which of these services, or their functional equivalent, that they want discounts applied. (L)

Some material now found on this sheet was previously found on Original Sheets 41 and 42

COMPETITIVE LOCAL CARRIER

8.23. Rule 26---Discounts (California Teleconnect Fund)

8.23.1. California Teleconnect Fund (Cont'd)

3. Discounts Applicable to Eligible Services ^{1, 2}

a. Hospitals, Health Clinics and CBOs

Participating hospitals, health clinics, and CBOs shall be entitled to a 50% discount, as follows, off the tariffed rates or contract rates, whichever are lower for services identified in 8.23.1.2 above. The discount will be applied as set forth in 8.23.1.2.b below. CTF eligible CBO's will receive 100% discount for installation of high speed broadband services on or after January 1, 2007.

b. Schools and Libraries

Participating schools and libraries shall be entitled to a 50% discount off tariffed rates or contract rates, whichever are lower for services identified in 8,23.1,2 above, after first deducting the applicable federal E-rate discounts. The 50% discount shall be calculated as follows:

- (1) If the Customer has not been approved to receive federal E-rate discounts, the 50% discount will be applied to all eligible services after deducting a statewide average E-rate discount (established by the Commission) from the billed amount.
- (2) If the Customer has been approved to receive E-rate discounts, the 50% discount will be applied to the services after deducting the actual E-rate discounts from the billed amount.
- (3) The statewide average discount is deducted from the Customer's services solely for purposes of calculating the CTF discount. The statewide average discount shall be added back to the billed amount for payment by the Customer. Upon receipt of the Customer's approved federal E-rate benefit, the Customer's Account will be adjusted retroactively to reflect the approved federal E-rate discount.

The following schools and libraries shall be entitled to a 50% discount off the entire tariffed rates or contract rates, whichever are lower for the services identified in 8.23.1.2 above: small schools as defined in Section 42283 of the Education Code, participants whose federal E-rate applications have been denied, and participants who subscribe to services that are ineligible for federal E-rate discounts.

¹ Pursuant to D.15-07-007 July 23, 2015 the Commission reduced CTF support for voice services from 50% to 25%. The Commission determined that eligible schools, libraries, government-owned and -operated health care facilities and Critical Access Hospitals in unserved or underserved areas would be able to receive an exemption from the reduced support for voice services and retain the 50% CTF discount ("voice exemption").

² Pursuant to D.19-04-013 the following changes have been made to the CTF Program: As of July 1, 2019, the CTF program will no longer provide discounts for voice services.

Some material previously found on this sheet is now found on Original Sheet 41.1

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COMPETITIVE LOCAL CARRIER

8.23. Rule 26---Discounts (California Teleconnect Fund (Cont'd))

8.23.1. California Teleconnect Fund (Cont'd)

3. Discounts Applicable to Eligible Services (Cont'd)

Special Conditions

For any fiscal year in which the State of California budget is approved with no funding for the California Teleconnect Fund (CTF) or for any fiscal year in which the Commission determines that the approved CTF funding level will be insufficient to reimburse the Telephone Company for its CTF claims for the entire fiscal year, the Telephone Company will suspend CTF discounts to qualifying entities listed in 8.23.1.1 above. In the event of such a suspension, all services billed at CTF discounted rates will be converted to and billed at the regular tariffed or contracted rates and will apply to all services for which the CTF discounts were suspended.

Customer is required to notify the Universal Service Administrative Company, administrators of E-rate funding, of all discounts received from the CTF, and is also required to comply with all federal E-rate and CTF rules. The Telephone Company reserves the right to suspend CTF discounts to otherwise qualifying entities, listed in 8.23.1.1 above, in the event that such entities fail to abide by all federal E-rate and CTF rules.

4. Functional Equivalents

The following services have been determined to be functional equivalents of the eligible services identified in item 2.

Optical Ethernet – This is an enhanced optical service with bandwidth between two or more points using an Ethernet interface. A private connection delivers granular speeds ranging from 1 to 100 Mbps (or greater).

Fiber Internet¹ - This is an optical-based connection with scalable symmetrical-access speeds up to 100 Mbps (or greater).

Internet Plus¹ - This service offers a choice of download/upload speeds; up to 8 Mbps (or greater) download and 2 Mbps (or greater) upload.

¹This service is an Internet Access service that is not under the jurisdiction of the California Public Service Commission, but is eligible for CTF discounts

COMPETITIVE LOCAL CARRIER

8.24. Rule 27---Taxes and Surcharges ¹

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Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC-mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging), and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. 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. AT&T California) tariffs.

¹ Pursuant to D.19-04-013 the following changes have been made to the CTF Program: as of July 1, 2020 the CTF program will no longer provide discounts on taxes and surcharges.

(N)
(N)

COMPETITIVE LOCAL CARRIER

9. Local Exchange Areas

**Exchange Area
AT&T - CA (PacBell)**

Arvin
Bakersfield Main
Bakersfield North
Bakersfield South
Delano
Shafter
Tehachapi
Wasco

**Exchange Area
Frontier California Inc. (Verizon)**

Button Willow
McFarland
Taft

COMPETITIVE LOCAL CARRIER

10. High Capacity Transmission Services

(T)

The following services are offered where technically and operationally feasible.

10.1. General Description of Service

(T)

High Capacity Transmission Services provides a point-to-point, point-to-multipoint and multipoint-to-multipoint dedicated connection between one or more customer-defined locations and/or the Company. The service, which may utilize Ethernet interfaces, optical fiber and/or coaxial cable facilities, is scalable from 1 Mbps to 100 Gbps and will be designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. All requesting Customers shall have non-discriminatory access to ICB Services and facilities at non-discriminatory rates, terms and conditions.

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COMPETITIVE LOCAL CARRIER

[Reserved for Future Use]

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COMPETITIVE LOCAL CARRIER

11. Local Interconnection Service

11.1 General

- A. Subject to the terms set forth following, the purpose of this Tariff is to provide an overview of Local Interconnection Service (“LIS”) and the terms and conditions under which LIS is offered.
- B. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company’s service area(s). To limit the real potential for stranded investment, recurring and nonrecurring Costs will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for Service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- C. Upon receipt of a bona fide request for LIS from a Customer, Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this Tariff.
- D. LIS is available to Customers for resale to retail Subscribers.
- E. The Customer must comply with all applicable FCC regulations governing the provision of interconnected Voice over Internet Protocol (“VoIP”) service. In addition, it is the Customer’s sole responsibility to comply with all applicable laws and regulatory requirements.
- F. LIS does not support “nomadic” VoIP services. As provided elsewhere in this Tariff, the Customer must provide its services to Subscribers at a fixed service address.
- G. The terms and conditions set forth in this LIS Tariff are in addition to the terms and conditions found in Section preceding, of this Tariff.

11.2 Definitions

For purposes of this Section, the following defined terms shall have the meaning indicated:

- A. “Customer” means the provider of retail interconnected VoIP services, as defined in 47 C.F.R. § 9.3, that purchases LIS from the Company in order to serve its own customers, which are the Subscribers to the interconnected VoIP service provided by the Customer.
- B. “Subscriber” means the interconnected VoIP end-user customer of the Customer.

COMPETITIVE LOCAL CARRIER

11. Local Interconnection Service (Cont'd)

11.3 Description of Service

- A. LIS provides a connection between a Customer's broadband facilities and the public switched telephone network, and related services described herein. In order to make use of the Company's LIS, Customer's broadband facilities must consist of an IP-based, broadband connecting facility between the Customer and the Premises that uses a Cable Modem Termination System (CMTS) employing the Network-based Call Signaling specified by Cable Television Laboratories, Inc.(CableLabs®), a soft switch, a media gateway, and appropriate Customer Premises Equipment. LIS does not support Customers providing services to Subscribers that operate using a different format than provided by the Company.
- B. The IP-based, broadband connecting facility between Customer and Subscribers, the CMTS, the soft switch, the connecting facilities to the Company's media gateway, and all Customer Premises Equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex ("TDM") protocol. The Customer shall, at its sole cost, be responsible for providing all equipment, software, facilities and IP connectivity necessary for the Customer to provide interconnected VoIP service to its Subscribers.
- C. LIS is available to Customers where suitable facilities exist, are technologically available, and are operationally and economically feasible.
- D. LIS provides standard 10-digit telephone numbers with associated two-way local exchange telecommunications service to permit Customers to provide local interconnected VoIP service to Customer's Subscribers. Where available in a service territory, LIS may also include support for the provision of 911 capability, telecommunications relay services (711) and Directory Listings. Toll services, Operator Services and Directory Assistance are not included in LIS. LIS does not support calling to 976 or similar exchanges or to calls to the 900 Service access code.

11.4 Use of Service

- A. LIS is provided in accordance with the regulations and rates in this Tariff, applicable law, and the Company's agreements with other providers, including but not limited to: applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company ("ILEC") interconnection agreements, or similar requirements (collectively "Company Obligations"). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth previously in Section 8.11 and this Tariff.
 - 1. Customer shall, at its sole cost, be responsible for providing all equipment software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer to provide interconnected VoIP service to its Subscribers.

COMPETITIVE LOCAL CARRIER

11. Local Interconnection Service (Cont'd)

11.4 Use of Service (Cont'd)

A. (Cont'd)

1. (Cont'd)

- a. The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI), destination called party number, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company's reasonable costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability from the Company to the Customer for such termination.
- b. The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG").
- c. The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.
- d. Based on the Company Obligations, LIS is limited to Subscribers physically located in areas served by the Company. The Customer shall in all cases assign telephone numbers to Subscribers based on the Subscribers' locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular Exchange Areas. LIS under this Tariff is not to be used with any "virtual numbering" or foreign-exchange-like arrangements. Notwithstanding, the Company and the Customer may negotiate and enter into such arrangements on an individual case basis to serve legitimate subscriber requirements.

COMPETITIVE LOCAL CARRIER

11. Local Interconnection Service (Cont'd)

11.4 Use of Service (Cont'd)

A. (Cont'd)

1. (Cont'd)

e. The Company and the Customer will conduct interoperability testing prior to the Customer's implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.

2. Customer is solely responsible for (i) implementing with Subscribers appropriate terms, conditions, and measures to ensure that all Subscribers comply with the terms and conditions of this LIS Tariff, and (ii) establishing the price plans according to which Subscribers will be billed, including determining and remitting taxes and other charges to applicable authorities, billing its Subscribers, and handling all Subscriber disputes. All acts or omissions of a Subscriber shall be attributable to Customer for purposes of this LIS Tariff. The Company will not provide support directly to any Subscriber.

11.5 Term and Termination

A. LIS is available for an initial term ("Term") of three years following execution of a separate written agreement between the Company and the Customer effectuating the provisions of this Tariff, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.

B. In the event of early termination of LIS by the Customer before the expiration of the Term, the Company may assess a termination liability equal to 100% of all monthly recurring charges multiplied by the number of months left in the Term. Such early termination charges do not constitute a penalty under this Tariff but are assessed in order for the Company to fully recover costs associated with providing LIS.

C. Discontinuance of Service for Cause

1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend LIS without incurring any liability.

2. Upon Customer violation of any of the other material terms or conditions applicable to LIS the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend LIS without incurring any liability if such violation continues during that period.

COMPETITIVE LOCAL CARRIER

11. Local Interconnection Service (Cont'd)

11.5 Term and Termination (Cont'd)

C. Discontinuance of Service for Cause (Cont'd)

3. Upon condemnation of any material portion of the facilities used by the Company to provide LIS to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend LIS without incurring any liability.
4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend LIS without incurring any liability.
5. Upon any governmental prohibition or required alteration of LIS to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue LIS without incurring any liability.
6. In the event of fraudulent use of the Company's network, the Company may without notice immediately suspend or discontinue LIS. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
7. Upon the Company's discontinuance of LIS to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the Term for which LIS would have otherwise been provided to the Customer to be immediately due and payable.
8. In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 service.

11.6 Subscriber Orders And Usage Forecasts

- A. The Customer must submit order(s) to activate a market(s) and request telephone numbers (each a "market order") in a format that will be provided by the Company and that may be updated from time to time. After the Company's acceptance of a market order, the Customer may submit customer orders to activate Subscribers for use of LIS within such market.
- B. The Customer will provide the Company with a non-binding forecast setting forth the Customer's estimated usage by market or local calling area and anticipated Local Number Portability ("LNP") requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.
- C. The Customer may use other Common Carriers in addition to or in lieu of the Company.

COMPETITIVE LOCAL CARRIER

11. Local Interconnection Service (Cont'd)

11.7 Local Number Portability and Directory Listings

- A. Porting In. As between the Company and the Customer, the Customer may act as the Company's agent in obtaining Subscriber requests to port a telephone number from a third party telecommunications provider to the Company so that the Customer may provide interconnected VoIP service to the Subscriber using that ported number. The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of Customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of "number portability" contained at 47 C.F.R. § 52.21.
- B. Porting Out. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to a Subscriber ("Port-Out"). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company's standard operating procedures.
- C. Directory Listings.
1. The Company will assist Customer in the provision of directory listings to its Subscribers through third-party providers.
 2. The Customer shall be responsible for all costs incurred by the Company in the provision of directory listing services to the Customer's Subscribers, including any charges or liability resulting from the Customer's use of services provided by a third-party service provider. Such costs are not included in the rates specified in this LIS Tariff.
 3. The Company is not liable for damages arising from errors or omissions in the making or printing of directories by any such third-party service provider, or in accepting listings presented by the Customer.

11.8 Emergency 911 Service

- A. Subject to technical limitations which may vary from market location to market location, the Company may offer 911 Services as part of LIS, subject to the limitations stated herein.
- B. The Customer shall ensure that a Subscriber does not use LIS from a location different from the Subscriber's address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the incumbent local exchange carrier) associated with such telephone number.

COMPETITIVE LOCAL CARRIER

11. Local Interconnection Service (Cont'd)

11.8 Emergency 911 Service (Cont'd)

- C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a location different from the Subscriber's address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber location; (iv) during a loss of connectivity to the Subscriber location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (v) during any period where service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured.
- D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation.
- E. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in 8.17, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section

11.9 Limitation of Liability

LIMITATION OF LIABILITY. IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 8.11 OF THIS TARIFF, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE 911 SERVICES

COMPETITIVE LOCAL CARRIER

12. Service Rates and Charges

12.1 California LifeLine Service¹

12.1.1. Service Connection or Conversion Charge

Service installation or conversion of a primary access line for qualified LifeLine Customers will be charged at the rate below, subject to limitations as set forth in this Tariff.

Installation: \$10.00

12.1.2. LifeLine Flat Rate Service

All monthly rates will be rounded to the next lower one cent (\$0.01).

a. LifeLine Basic Service

Allows residential unlimited incoming and outgoing local service area calling with the following service elements: Voice-grade service connection, access to interexchange carriers (equal access), free access to 911/Enhanced 911 service, one free white-page directory listing, access to directory services, access to 800 and 8YY Toll-Free services, access to California Telephone Relay Service and access to operator services. Intrastate, interstate and international long distance calling is available on an additional rate per minute basis. Service and rate may be offered as stand-alone or with video and/or internet services.

(1) First Line

Service/Credit	Voice Only
Flat Rate Service	\$19.99
CA Specific Support Credit	\$13.15
California LifeLine Flat Rate Service	\$ 6.84
Intrastate Long Distance Usage Rate, per minute	\$ 0.07
Directory Assistance, per use	\$ 1.99
Call Return, per use	\$ 0.90 ²

(2) Second Line (Applicable to eligible TTY hearing-impaired equipment users) – Same as first line.

¹ Offered in accordance with Decision 16-05-007, issued May 12, 2016.

² Monthly maximum \$9.00

(D)

COMPETITIVE LOCAL CARRIER

12. Service Rates and Charges (Cont'd)

12.1 California LifeLine Service-Rates (Cont'd)

12.1.2. LifeLine Flat Rate Service (Cont'd)

b. LifeLine Spectrum Voice

Allows unlimited local calling (Basic Service), unlimited long distance calling minutes (intrastate and interstate) within the fifty (50) United States and to Canada, Guam, Mexico, Puerto Rico, the US Virgin Island and the northern Marianas Islands. Included are calling features as listed following: Anonymous Call Rejection, International Call Blocking, Caller ID, Unconditional Call Forwarding, Selective Call Forwarding, Call Return, Call Waiting, Call Waiting ID, Selective Call Blocking, Speed Dial and 3-Way Calling. Also included is Private Number Service (Listing) and Voicemail. Service may be offered as stand-alone or with video and/or internet services.

(D)

(1) First Line

Service/Credit	Voice Only	Voice with cable television and/or Internet bundle
Flat Rate Service	\$29.99	\$9.99
CA Specific Support Credit	\$13.15	\$3.15
California LifeLine Flat Rate Service	\$16.84	\$6.84

(2) Second Line (Applicable to eligible TTY hearing-impaired equipment users)

Service/Credit	Voice Only
Flat Rate Service	\$19.99
CA Specific Support Credit	\$13.15
California LifeLine Flat Rate Service	\$ 6.84

c. International long distance calling plans may also be available.

¹ Offered in accordance with Decision 16-05-007, issued May 12, 2016.

COMPETITIVE LOCAL CARRIER

12. Service Rates and Charges (Cont'd)

12.2. Private Line Services

	<u>Non-Recurring</u>	<u>Monthly</u>
12.2.1 Optical Ethernet Services (Rates and Charges are arranged on Individual Customer Basis)		
Ethernet Private Line (EPL)	ICB	ICB
Ethernet Virtual Private Line (EVPL)	ICB	ICB
Ethernet Local Area Network (EP-LAN)	ICB	ICB
Class of Service Level	ICB	ICB
12.2.2 Ethernet Service (Rates and Charges arranged on Individual Customer Basis)	ICB	ICB
12.2.3 Optical Transport Service (Rates and Charges are arranged on Individual Customer Basis)	ICB	ICB
12.2.4 Optical Layer 3 VPN Services (Rates and Charges are arranged on Individual Customer Basis)	ICB	ICB

COMPETITIVE LOCAL CARRIER

12. Service Rates and Charges (Cont'd)

12.3. Local Interconnection Service

12.3.1. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring charges for Customer-determined service configurations will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.

12.3.2 The charges for LIS may be revised from time-to-time on one month's notice.

12.2.3 Charges for Service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company's income, the Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of Service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The Customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.

12.2.4 NONRECURRING CHARGES

a. Local Interconnection Service – Individual Case Basis

b. Activation/Service Order Charges – Pass through of any and all Carrier initial and supplemental service order charges, including activation charges, number porting charges (initial and supplemental; both standard and project-based fees), and directory listing charges (initial and supplemental; whether new, changed or deleted).

c. Repair/Maintenance Charges to repair customer caused incidents:

Regular Time: Mon.-Sat. 8a.m.-8p.m.	\$115.00 per visit
Overtime: Mon.-Sun. 8.am.-8p.m.	\$175.00 per visit
Premium: Sundays and Holidays	\$230.00 per visit

COMPETITIVE LOCAL CARRIER

12. Service Rates and Charges (Cont'd)

12.3. Local Interconnection Service (Cont'd)

12.2.5 MONTHLY RATES

- a. Local Interconnection Port - Per-T-1 \$1,000.00
Based on 36-
mo.Term Contract

- b. All Other Bandwidths ICB

- c. Per Customer Subscriber ICB

- d. Other Carrier Charges - Pass through of any and all Carrier charges for numbers (DID/DOD), directory listing-related charges (vanity listing, non-published) or any other Carrier charges.

- e. Individual Case Basis (ICB) Charges - ICB pricing will be developed and used for special circumstances and Services that are not listed in this Tariff or part of the Company's normal service offerings. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis.

(C)