

MASSCOMM, Inc. d/b/a MASS Communications  
65 Broadway, Suite 1803  
New York, NY 10006  
U-7176-C

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

---

COMPETITIVE LOCAL CARRIER

---

TARIFF SCHEDULES

Applicable to

CALIFORNIA INTRASTATE

COMPETITIVE LOCAL EXCHANGE

COMMUNICATIONS SERVICES

of

MASSCOMM, INC.

d/b/a

MASS COMMUNICATIONS (“MASSCOMM”)

---

Date Filed: March 4, 2010  
Advice Letter No.: 1  
Issued by:  
Decision No. 10-02-022

Darren R. Mass  
President & CEO

Effective: March 5, 2010

Resolution No.

COMPETITIVE LOCAL CARRIER

**CHECK SHEET**

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	31	Original	*	61	Original	*
2	Original	*	32	Original	*	62	Original	*
3	Original	*	33	Original	*	63	Original	*
4	Original	*	34	Original	*	64	Original	*
5	Original	*	35	Original	*	65	Original	*
6	Original	*	36	Original	*	66	Original	*
7	Original	*	37	Original	*	67	Original	*
8	Original	*	38	Original	*	68	Original	*
9	Original	*	39	Original	*	69	Original	*
10	Original	*	40	Original	*	70	Original	*
11	Original	*	41	Original	*	71	Original	*
12	Original	*	42	Original	*	72	Original	*
13	Original	*	43	Original	*	73	Original	*
14	Original	*	44	Original	*	74	Original	*
15	Original	*	45	Original	*	75	Original	*
16	Original	*	46	Original	*	76	Original	*
17	Original	*	47	Original	*	77	Original	*
18	Original	*	48	Original	*	78	Original	*
19	Original	*	49	Original	*	79	Original	*
20	Original	*	50	Original	*	80	Original	*
21	Original	*	51	Original	*	81	Original	*
22	Original	*	52	Original	*	82	Original	*
23	Original	*	53	Original	*	83	Original	*
24	Original	*	54	Original	*	84	Original	*
25	Original	*	55	Original	*	85	Original	*
26	Original	*	56	Original	*	86	Original	*
27	Original	*	57	Original	*	87	Original	*
28	Original	*	58	Original	*	88	Original	*
29	Original	*	59	Original	*	89	Original	*
30	Original	*	60	Original	*	90	Original	*

\* - indicates those pages included with this filing

---

COMPETITIVE LOCAL CARRIER

---

**CHECK SHEET, (CONT'D.)**

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
91	Original	*	109	Original	*	127	Original	*
92	Original	*	110	Original	*	128	Original	*
93	Original	*	111	Original	*	129	Original	*
94	Original	*	112	Original	*	130	Original	*
95	Original	*	113	Original	*	131	Original	*
96	Original	*	114	Original	*	132	Original	*
97	Original	*	115	Original	*	133	Original	*
98	Original	*	116	Original	*	134	Original	*
99	Original	*	117	Original	*	135	Original	*
100	Original	*	118	Original	*	136	Original	*
101	Original	*	119	Original	*	137	Original	*
102	Original	*	120	Original	*	138	Original	*
103	Original	*	121	Original	*	139	Original	*
104	Original	*	122	Original	*	140	Original	*
105	Original	*	123	Original	*	141	Original	*
106	Original	*	124	Original	*	142	Original	*
107	Original	*	125	Original	*	143	Original	*
108	Original	*	126	Original	*	144	Original	*

\* - Indicates pages included with this filing.

---

COMPETITIVE LOCAL CARRIER

---

**TABLE OF CONTENTS**

Subject Matter	Sheet Number
Title Page	1
Tariff Check Sheet	2
Table of Contents	4
Statement	7
Explanation of Symbols	7
Service Area Map	8
SECTION 1 - RATE SCHEDULES	9
Schedule 1 - General	9
Schedule 2 - Connection Charges	14
Schedule 3 - Local Exchange Service	23
Schedule 4 - Supplemental Services	25
Schedule 5 - Residential Network Switched Services	37
Schedule 6 - Business Network Switched Services	40
Schedule 7 - Special Services and Programs	59
Schedule 7 - Special Arrangements	66
Schedule 8 - Directory	70
Schedule 9 - Invoice Options	77

---

COMPETITIVE LOCAL CARRIER

---

**TABLE OF CONTENTS, (CONT'D.)**

SECTION 2 - RULES	Sheet Number
Rule 1 - Definitions	78
Rule 2 - Description of Service	82
Rule 3 - Application for Service	84
Rule 4 - Contracts	85
Rule 5 - Special Information Required on Forms	86
Rule 6 - Establishment and Re-establishment of Credit	87
Rule 7 - Deposits and Advanced Payments	88
Rule 8 - Notices and Communications	90
Rule 9 - Rendering and Payment of Bills	92
Rule 10 - Disputed Bills	95
Rule 11 - Discontinuance and Restoration of Service	98
Rule 12 - Optional Rates and Information to be Provided to the Public	100
Rule 13 - Temporary Service	101
Rule 14 - Continuity of Service	102
Rule 15 - Liability of the Company	103
Rule 16 - Obligation of the Customer	104
Rule 17 - Provision of Equipment and Facilities	108
Rule 18 - Customer Equipment and Channels	110
Rule 19 - Allowances for Interruptions in Service	113
Rule 20 - Ownership of Facilities	117
Rule 21 - Prohibited Uses	118
Rule 22 - Legal Requirements for Refusal or Discontinuance of Service	119
Rule 23 - Use of Customer's Service by Others	122
Rule 24 - Transfers and Assignments	123
Rule 25 - Shortage of Equipment or Facilities	124
Rule 26 - Privacy	125
Rule 27 - Change of Service Provider	126
Rule 28 - Company Specific Information	127
Rule 29 - Administration of the Deaf and Disabled Program	128
Rule 30 - Demarcation Points	129

---

COMPETITIVE LOCAL CARRIER

---

**TABLE OF CONTENTS, (CONT'D.)**

SECTION 2 - RULES, (CONT'D.)	Sheet Number
Rule 31 - California High Cost Fund-A Surcharge (CHCF-A)	130
Rule 32 - California High Cost Fund-B Surcharge (CHCF-B)	131
Rule 33 - Discounted Services to Qualifying Entities	132
Rule 34 - California Teleconnect Fund Surcharge	134
Rule 35 - Universal Emergency Telephone Number Service	135
Rule 36 - Enhanced Universal Emergency Telephone Number Service	139
Rule 37 - Minimum Period of Service	141
Rule 38 - Termination Liability Charge	142
Rule 39 - Charges For Calls Placed Prior to Billing Period	143
Rule 40 - Emergency Contact Service	144

---

COMPETITIVE LOCAL CARRIER

---

**STATEMENT**

Carrier will provide service to residential and business customers. This tariff contains all effective rates and rules, together with information relating to local exchange end-user communications services offered to business and residential customers in the state of California by MASSCOMM Carrier intends to provide local exchange service in the service areas of AT&T f/k/a Pacific Bell and Verizon f/k/a GTEC. Services will be provided over the resold facilities of other carriers. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.

**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - To signify changed listing, rule, or condition which may affect rates or charges.
- (D) - To signify discontinued material, including listing, rate, rule or condition.
- (I) - To signify an increase.
- (L) - 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 a change in wording of text, but not change in rate, rule or condition.





---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES**

Schedule 1 - General

A. Applicability

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

B. Territory

For local exchange services, within the base rate areas of all exchanges, as said exchanges are defined on the map filed on Sheet No. 8, as authorized by the California P.U.C. For all other services, within the state of California as a whole.

C. Method of Applying Rates

1. Charges Based on Duration or Time of Use

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

- a. Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- b. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 1 - General, (Cont'd.)

C. Method of Applying Rates, (Cont'd.)

1. Charges Based on Duration or Time of Use, (Cont'd.)

- c. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- d. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- e. All times refer to local time.

2. Definition of Time Periods

Day	8 a.m. - 5 p.m.
Evening	5 p.m. - 11 p.m.
Night/Weekend	11 p.m. - 8 a.m. weekdays, Saturday and Sunday

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 1 - General, (Cont'd.)

C. Method of Applying Rates, (Cont'd.)

3. Charges Based on Distance

Where charges for a service are specified based upon distance, the following rules apply:

- a. Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.
- b. The airline distance between any two rate centers is determined as follows:
  1. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
  2. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
  3. Square each difference obtained in step (b) above.
  4. Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
  5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
  6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 1 - General, (Cont'd.)

D. Applicable Taxes and Surcharges

1. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services, including but not limited to the following:

CPUC Reimbursement Fee\*  
Universal Lifeline Service (ULTS)  
California High Cost Fund-A (CHCF-A)  
California High Cost Fund-B (CHCF-B)  
California Relay Service and  
Communications Devices Fund  
California Teleconnect Fund

\*See "C." below for where to find a list of all of the above charges

2. The services of the Company are furnished to the authorized users of the telecommunication station of privately owned telephone station (paystation) providers, hotels, motels, hospitals, airports, colleges, universities and other subscribers. The Company enters into arrangements with said subscribers to provide telecommunication services, including the intrastate services offered under the terms and conditions of this tariff. In some cases, these arrangements also provide for the assessment by the subscriber of location surcharges, in the amount and form determined by the subscriber, and the subscriber is responsible for proper notification thereof to the authorized users of its telecommunication facilities and service charges thereof. Such surcharges are not included in the charges set forth in this tariff.
3. 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. SBC California) tariffs.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 1 - General, (Cont'd.)

E. Usage Rates

The rate schedules set forth herein are applicable to the Company's Direct Dial Message Telecommunication Service offering for calls originating and terminating within the State. The total charge for each completed call consists of the measured usage charge incurred, which charge is dependent on the time duration, distance and time of day.

Adherence to Public Utility Provider Services Law

The Company will adhere to all applicable public utility provider services rules and law, including, but not limited to, Section 741.2 of the California Public Utilities Code.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 2 - Connection Charges

A. Connection Charge

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

The Connection Charge is comprised of two charges: Service Order; and Premises Visit.

Both charges may not be applicable in all cases.

1. The general application of these charges is as follows

- a. A Service Order charge applies per customer order for all work or services ordered to be provided at one time, on the same premises, for the same customer. The charge recovers the cost of receiving, recording, and processing a customer's request for service.

	Service Order Charge
Residence:	\$39.95
Business:	\$39.95

- b. A Premises Visit charge applies per customer order when the company must dispatch an employee to complete a customer-requested installation or service change. Only one charge applies per customer order.

	Premises Visit Charge
Residence:	\$16.00
Business:	\$28.00

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 2 - Connection Charges, (Cont'd.)

A. Connection Charge, (Cont'd.)

1. The general application of these charges is as follows, (Cont'd.)

- c. Service Calls: When a Customer reports trouble to the Company and no trouble is found in the Company facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until work is completed. Time is billed in 15 minute increments

Per hour rate per technician: \$ 100.00

d. Central Office Line charge:

Up to 99 lines	\$ 43.00
100 + lines	\$ 30.00
Centrex line	\$ 60.00

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 2 - Connection Charges, (Cont'd.)

A. Connection Charge, (Cont'd.)

2. Exceptions to the Charge

No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.

No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.

The Company may from time to time waive or reduce the charge as part of a promotion.

Each promotional offering will be filed with and approved by the Commission before Carrier commences provision of service.



---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 2 - Connection Charges, (Cont'd.)

A. Connection Charge, (Cont'd.)

3. Special Construction

a. Basis for Cost Computation

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) a combination thereof.

Special construction shall be subject to the provisions of General Order No.96-A.

The costs referred to preceding may include one or more of the following items to the extent that they are applicable:

1. Installed cost of the facilities to be provided including estimated costs for the rearrangement of existing facilities. Cost installed include the cost of:
  - (a) equipment and materials provided or used,
  - (b) engineering, labor, and supervision,
  - (c) transportation, and
  - (d) right of way;
2. cost of maintenance;
3. depreciation on the estimated cost installed of any facility provided, based on the anticipated useful service life of the facility with an appropriate allowance for the estimated net salvage;
4. administration, taxes, and uncollectible revenue on the basis of reasonable average costs for these items.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 2 - Connection Charges, (Cont'd.)

B. Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed herein.

	Restoral Charge
Residence:	\$11.00
Business:	\$17.00

C. Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: including rearrangement or reclassification - of existing service at the same location.

Residence:	\$11.00
Business:	\$17.00

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 2 - Connection Charges, (Cont'd.)

D. Record Order Charge

A Record Order Charge applies for work performed by the Company in connection with receiving, recording, and processing customer requests for the following.

1. addition of directory listings
2. change in listed name
3. change of address
4. change of billing party
5. change in listed service to non-published service, not involving a change of telephone number.

A Record Order Charge does not apply when a Service Order charge also applies.

Residence:	\$11.00
Business:	\$17.00

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 2 - Connection Charges, (Cont'd.)

E. Charges Associated with Premises Visit

1. Terms and Conditions

The customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Residence and Business charges may differ. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

2 to 6 pair inside wire  
Faceplates  
RJ11C, RJ14C, RJ11W and RJ14W type station jacks  
Staples, screws, nail, tape, connectors, etc.

2. Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

Per Hour Rate Per Technician: \$85.00

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 2 - Connection Charges, (Cont'd.)

E. Charges Associated with Premises Visit

3. Inside Wire Maintenance and Installation

The customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

a. Inside Wire Installation Charge

Charge to be billed will be based on the actual time and materials charges incurred when a customer requests new wire and jack installation or requests existing wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.

Per Hour Rate Per Technicians: \$85.00

b. Inside Wire Maintenance Charge

The Inside Wire Maintenance Charge applies when a customer requests wire and jack maintenance. Charge to be billed will be based on the actual time and materials charges incurred when a customer requests maintenance of wiring.

Per Hour Rate per Technician: \$100.00

F. Primary Interexchange Carrier Change Charge

The customer may incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service. A charge is assessed on a change to the customer's interLATA and intraLATA provider.

Charge: \$ 5.00

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 2 - Connection Charges, (Cont'd.)

G. Public Pay Telephone Surcharge

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

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

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

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Per Call Charge: \$0.56

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 3 - Local Exchange Service Rates

A. Local Exchange Service Rates

1. Residential and Business Measured Service

Adhering to the rules set forth in the Method of Applying Rates section of this Tariff which begins on page T-10, the following rates will apply for all local calls made within LATAs 730 and 732:

Billing: One minute minimum/One minute increments

Rates: All rates shown are per-minute rates.

Time/Distance Between Rate Centers	AT&T Area	Verizon Area
Daytime calls (between rate centers that are 0-12 miles apart)	\$0.013	\$0.023
Evening calls (between rate centers that are 0-12 miles apart)	\$0.0072	\$0.017
Night/Week End calls (between rates centers that are 0-12 miles apart)	\$0.0056	\$0.016
Daytime calls (between rate centers that are 13-16 miles apart)	\$0.020	\$0.030
Evening calls (between rate centers that are 13-16 miles apart)	\$0.013	\$0.023
Night/Week End calls (between rates centers that are 0-12 miles apart)	\$0.008	\$0.018

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 3 - Local Exchange Service Rates, (Cont'd.)

A. Local Exchange Service Rates, (Cont'd.)

2. Residential and Business Flat Usage Rates

	1 Year Term	2 Year Term	3 Year Term
AT&T Area*	\$6.60	\$6.35	\$6.10
Verizon Area*	\$8.25	\$7.93	\$7.62

\*Rates Shown are monthly recurring charges.

3. Non-Recurring Service Charge

\$15.00 per line for Flat Rate Service



---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 4 - Supplemental Services

A. Busy Line Verification and Interrupt Service

Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

Rates: Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:

The operator verifies that the line is busy with a call in progress.

The operator verifies that the line is available for incoming calls.

The operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party. One charge will apply for both verification and interruption.

No charge will apply when the calling party advises that the call is from an official public emergency agency.

	Per Request
Busy Line Verification:	\$0.40
Busy Line Interrupts:	\$0.90
Intercept Call Completion	\$0.50

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 4 - Supplemental Services, (Cont'd.)

B. Trap Circuit Service

Trap Circuit Service is designed to allow the customer to control the release of an incoming call so that in situations involving emergency or nuisance calls, calls may be held to trace.

1. Regulations

- a. This service is provided when there is a continuing requirement for the identification of the calling party in cases involving nuisance calls or emergency situations or other situations involving law enforcement or public safety.
- b. The customer shall be required to sign a written request for this service. By signing the request the customer shall release the Company from any liability, and the customer agrees to indemnify and hold the Company harmless from any liability it may incur in providing this service. The Company may require the recommendation of an appropriate law enforcement agency prior to providing this service. Any information obtained by the Company in the tracing of a call will be provided only to the law enforcement agency designated. The only exception to this will be emergency situations such as fire, serious illness or other similar situations, in which case the appropriate agency will be notified.
- c. The equipment required to provide this service cannot be operated in all central offices. The service is restricted to locations where facilities permit.
- d. The Company makes no guarantee concerning the tracing and identification of any call when the service is provided. The Company will furnish the service only on the express condition that no liability shall attach to it for any reason arising out of the provision of the service.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 4 - Supplemental Services, (Cont'd.)

B. Trap Circuit Service, (Cont'd.)

Rates - Upon request for this service, the monthly charge to the customer will be increased by any charges incurred by the Company for the provision of this service.

Trap Circuit Service may be provided based on a contract agreement between the Company and customer. Contract agreements shall be subject to the provisions of General Order No.96-A.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 4 - Supplemental Services, (Cont'd.)

C. Directory Assistance

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

1. Regulations

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

- a. Calls from pay telephones.
- b. Requests for telephone numbers of non-published service.
- c. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
- d. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Up to a maximum of 50 requests per month.

2. Rates

The directory assistance charge applies after the call allowance of two calls per line. All rates are per call.

	AT&T Area	Verizon Area
Local DA per request	\$1.99	\$1.99
Enhanced DA	\$1.99	\$1.99

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 4 - Supplemental Services, (Cont'd.)

D. Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized Original party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service.

The following surcharges will be applied on a per call basis:

	AT&T Area	Verizon Area
Third Number Billing	\$1.15	\$1.15
Collect Calling	\$1.15	\$1.15
Person to Person	\$4.00	\$4.00
Calling Card (Customer Direct)	\$0.85	\$0.85
Calling Card (Operator Dialed)	\$2.00	\$1.15

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 4 - Supplemental Services, (Cont'd.)

E. Blocking Service

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to residential and business customers:

900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.

900, 971, 974 & 700 Blocking - allows the subscriber to block all calls beginning with the 900, 971, 974 and 700 prefixes from being placed.

Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.

Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.

Toll Restriction Plus - provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.

Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 4 - Supplemental Services, (Cont'd.)

E. Blocking Service, (Cont'd.)

1. Regulations

- a. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- b. Blocking Service is available where equipment and facilities permit.

2. Rates and Charges

a. Nonrecurring Charges

900 and 700 Blocking	
Residential	\$ 0.00
Business (up to 200 lines)	See Note
900, 971, 974, and 700 Blocking	
Residential	\$ 0.00
Business (up to 200 lines)	See Note

1. Connection charges apply as specified in this tariff.

Note: Blocking service is provided to residential customers at no additional charge. Business customers electing either service 90 days after the establishment of service will be charged \$9.00.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 4 - Supplemental Services, (Cont'd.)

E. Blocking Service, (Cont'd.)

2. Rates and Charges, (Cont'd.)

b. Recurring Charges

Third Number Billed and Collect Call Restriction

Residential	\$ 0.00
Business (up to 200 lines)	\$ 0.00

Toll Restriction

Residential	\$ 0.00
Business (up to 200 lines)	\$ 0.00

Toll Restriction Plus

Residential	\$ 0.00
Business (up to 200 lines)	\$ 0.00

Direct Inward Dialing Blocking (Third Party and Collect Call)

Initial Activation	\$ 0.00
Subsequent Activation (per line)	\$ 0.00

1. Pricing for Blocking Service for a business customer with more than 200 lines will be based on the costs incurred by Company to provide the service.

2. Connection charges apply as specified in this tariff.



---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 4 - Supplemental Services, (Cont'd.)

F. Direct Trunk Overflow (DTO)

The Direct Trunk Overflow feature gives the Customer another termination option if all of their DID trunks are busy. This all-trunks-busy condition may be caused either by legitimate heavy incoming traffic or by a trouble condition where the T-1 system is down and the 5ESS senses that trouble as an all-trunks-busy condition. During either busy condition, the incoming call attempts to terminate to the DID group. When the 5ESS sees all trunks busy, it will choose an alternate route for the call to a telephone number that is programmed in the 5ESS only. This telephone number has the Call Forward Remote feature assigned to it and forwards the call to a number chosen by the Customer.

Remote Access DTO enables the customer to activate and/or update the Call Forwarding on their DTO from any location. The customer uses a provided remote-access toll free number, the DTO Call Forwarding line and their four-digit PIN to review or change their call forwarding number.

1. Rate

Rates for Direct Trunk Overflow and Remote Access DTO are found in Rate Schedule 4.H. following.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 4 - Supplemental Services, (Cont'd.)

G. Customer Requested Service Suspension

At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

Period of Suspension	Charge
First Month or Partial Month	Regular Monthly Rate (no reduction)
Each Additional Month (up to the one-year limit)	2 Regular Monthly Rate

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 4 - Supplemental Services, (Cont'd.)

H. Custom Calling Service

A. Calling Features

All rates are monthly recurring charges.

	For all Areas
Anonymous Call Rejection	n/c
Ascending/Regular Hunting, per line	n/c
Automatic Call Return	\$3.25
Automatic Call Redial	\$3.25
Call Forward All Calls	\$3.25
Call Forward Busy	\$3.25
Call Forward Don't Answer	\$3.25
Call Forward Plus	\$6.50
Call fwd remote Access (Cust Program)	\$3.25
Call Fed Variable (Cust. Program)	\$3.25
Call Forward Remote (no access)	\$19.95
Call Hold 1 & 2	\$3.24
Call Privacy (aka Per Call Restrict)	n/c
Call Trace (customer originated)	\$3.25
Call Transfer	\$3.25
Call Waiting	\$3.25
Caller ID (incoming)	\$3.25
Caller ID Plus Name (incoming)	\$3.25
Caller ID (outgoing)	n/c
Caller ID Plus Name (outgoing)	n/c
Customized Ringing	\$3.25
DID DNIS	\$6.50
Forward Circular Hunting	n/c
Hunting/Non Hunting Number	n/c
Speed Calling (8 & 30)	\$3.25
ANI (DINS with ANI forwarding), per number	\$15.00

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 4 - Supplemental Services, (Cont'd.)

H. Custom Calling Service, (Cont'd.)

A. Calling Features, (Cont'd.)

	For all Areas
Three Way Calling	\$3.25
Uniform Call Distribution	n/c
Queing (UCD w/ generic Announcement)	\$3.25
B Channel Transfer/PRI T1	\$19.95
Local Account Codes, Non Verified	n/c
Local Account codes, Verified	\$15.00
Expanded Rate Centers (up to 5)	\$50.00 per rate center
Remote Call Forwarding – per number	\$19.95
Remote Call Forwarding – per path	\$3.25
Selective Call Rejection	\$3.50
Selective Call Acceptance	\$3.50
Selective Call Forward	\$3.50
Selective Distinctive Altering	\$3.50
PRI Call by Call	\$22.50
Redirected Number Delivery	\$100.00
Direct Trunk Overflow	\$49.95
Direct Trunk Overflow, Non- Recurring Charge	\$25.00
Remote Access Direct Trunk Overflow	\$10.00

I. Presubscribed Interexchange, IntraLATA or Local Exchange Carrier Freeze

The customer may at their discretion request that the Company provide a switch function commonly known as a carrier freeze. This option allows the Customer the ability to prevent any unauthorized changing of their interexchange, intraLATA or local exchange telephone service.

This service is offered on a non-discriminatory basis and is at the sole discretion of the Customer. The Customer's request for this service must be clearly listed on a letter of agency or, if ordered via the Company's toll free number, recorded on the Company's third party verification system. There is no charge for this service.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 5 - Residential Network Switched Services

- A. Residential Network Switched Service is provided where services are available and provides a residential customer with a connection to the Company's switching network which enables the customer to:
1. place and receive calls from other stations on the public switched telephone network;
  2. access the Company's local calling service;
  3. access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
  4. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (1010XXXX). To the extent that intraLATA presubscription is available, at the time of initial subscription, the customer shall designate a Primary Interexchange Carrier (PIC) for intra-LATA and inter-LATA toll service. If the customer does not select an intra-LATA PIC, and does not request blocking of intra-LATA toll calls, the Company shall be deemed to have been designated as the customer's intra-LATA PIC.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 5 - Residential Network Switched Services, (Cont'd.)

B. The following Residential Network Switched Service Options are offered

1. Residential Measured Rate Service

All Residential Network Switched Service may be connected to customer-provided terminal equipment such as station sets or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

2. Measured Rate Service

Measured Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of call duration in addition to a base monthly charge.

a. Description

Each Measured Rate Service Line corresponds with a single, analog, voice-grade channel that can be used to place or receive one call at a time. Measured Rate Service lines are provided for connection to a single, customer, customer-provided station set or facsimile machine.

Each Measured Rate Service has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)

Directionality: Two-way, In-Only, or Out-Only, as specified by the customer.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 5 - Residential Network Switched Services, (Cont'd.)

B. The following Residential Network Switched Service Options are offered, (Cont'd.)

2. Measured Rate Service

b. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier ("ILEC"). In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the ILEC for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the ILEC to the company of the Number Portability arrangement.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 6 - Business Network Switched Services

- A. Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:
1. receive calls from other stations on the public switched telephone network;
  2. access the Company's local calling service;
  3. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
  4. access the service of providers of interexchange service or intraLATA toll service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (1010XXXX). To the extent that intra-LATA presubscription is available, at the time of initial subscription, the customer shall designate a Primary Interexchange Carrier (PIC) for intra-LATA and inter-LATA toll service. If the customer does not select an intra-LATA PIC, and does not request blocking of intra-LATA toll calls, the Company shall be deemed to have been designated as the customer's intra-LATA PIC.

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges apply to all service on a one-time basis unless waived pursuant to this Tariff.



---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 6 - Business Network Switched Services, (Cont'd.)

B. Services

The following Business Access Service Options are offered:

Basic Business Line Service  
Public Access Lines Service  
PBX Trunks  
Centrex Service

Basic Business Line Service and PBX trunks are offered with measured rate local service.

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

1. Basic Business Line Service

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a measured usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

See Rate Schedule in 6.B.2. of this Tariff.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 6 - Business Network Switched Services, (Cont'd.)

B. Services, (Cont'd.)

1. Basic Business Line Service, (Cont'd.)

The following Advanced Features are available at an additional charge:

Voice Messaging; and  
6-Way Conference per line.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF) or Dial Pulse (DP)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the customer

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 6 - Business Network Switched Services, (Cont'd.)

B. Services, (Cont'd.)

1. Basic Business Line Service, (Cont'd.)

a. Measured Rate Basic Business Line Service

1. Description

Calls to points within the local exchange area are charged on the basis of the duration of completed calls originating from the customer's service in addition to a base monthly charge.

2. Recurring and Nonrecurring Charges

Charges for each Measured Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the duration of calls during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier ("ILEC"). In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the ILEC for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the ILEC to the Company of the Number Portability Arrangement.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 6 - Business Network Switched Services, (Cont'd.)

B. Services, (Cont'd.)

2. Public Access Line Service

Public Access Line Service provides a single, analog, voice-grade telephonic communications channel that can be used to connect a pay telephone to the Company's switching equipment. Local measured usage charges apply to all local calls originating on this line. Service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier ("ILEC"). In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the ILEC for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the ILEC to the Company of the Number Portability Arrangement.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 6 - Business Network Switched Services, (Cont'd.)

B. Services, (Cont'd.)

3. PBX Trunk Service

PBX trunks are provided for connection of customer-provided PBX terminal equipment. Trunks can be delivered at a DS0 level or at the DS1 level.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

Each DS0 level Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of service
Signaling Type:	Loop, Ground, E&M I, II, III
Pulse Type:	Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 6 - Business Network Switched Services, (Cont'd.)

B. Services, (Cont'd.)

3. PBX Trunk Service, (Cont'd.)

a. Measured Rate PBX Trunks

1. Description

Measured Rate DS0 PBX Trunks provide the customer with a single voice grade telephonic communications channel which can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a measured rate basis. DID trunks are arranged for one-way inward calling only.

2. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges, service order charges apply as described in this tariff. Charges for each Measured Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the duration of calls during the billing period. Service to customers may require the use of a link (and, or) number portability arrangements from the incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the Company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 6 - Business Network Switched Services, (Cont'd.)

B. Services, (Cont'd.)

3. PBX Trunk Service, (Cont'd.)

c. Measured Rate Analog PBX Trunks

1. Measured Usage Charges

Measured Usage Charges for Measured Rate PBX Trunks are the same as those indicated for a basic business line.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 6 - Business Network Switched Services, (Cont'd.)

B. Services, (Cont'd.)

4. Rates

a. PBX Trunks (minimum of 24)

	AT&T Area	Verizon Area
DOD Trunks	N/A	N/A
1 Year Term	N/A	N/A
2 Year Term	N/A	N/A
3 Year Term	N/A	N/A
DID Trunks	N/A	N/A
1 Year Term	N/A	N/A
2 Year Term	N/A	N/A
3 Year Term	N/A	N/A
PBX/Attendant Trunks	N/A	N/A
1 Year Term	N/A	N/A
2 Year Term	N/A	N/A
3 Year Term	N/A	N/A
Two Way Combo Trunks	N/A	N/A
1 Year Term	N/A	N/A
2 Year Term	N/A	N/A
3 Year Term	N/A	N/A
DID Numbers	AT&T Area	Verizon Area
Per 20 numbers	\$8.00	\$8.00
Per 100 numbers	\$40.00	\$40.00



---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 6 - Business Network Switched Services, (Cont'd.)

B. Services, (Cont'd.)

4. Rates, (Cont'd.)

b.	Service	AT&T Area	Verizon Area
	One Way Toll Free Trunk	\$5.00	\$5.00
c.	Service	AT&T Area	Verizon Area
	DID Termination Charge	\$7.00	\$8.75
d.	Service	AT&T Area	Verizon Area
	800 Origination Trunk	\$5.00	\$5.00

5. Foreign Exchange Service ("FX")

Foreign Exchange Service provides local telephone service from a central office which is outside (foreign to) the subscriber's exchange area. FX furnished between an exchange and a noncontiguous district area of a contiguous exchange will be furnished according to the prices set forth in Schedule B of this Tariff.

a. Rates

Service	AT&T Area	Verizon Area
FX Service For 15 Rate Centers	\$60.00/month	\$75.00/month
Each additional Rate Center	\$15.00/month	\$18.75/month

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 6 - Business Network Switched Services, (Cont'd.)

B. Services, (Cont'd.)

6. Term Liability/Termination Charges

Several of the services offered above are available at reduced prices if the Customer agrees at the time the order is placed to continued service for a specified period of time ("term"). If the Customer terminates service prior to the end of the term, in part or in whole, then termination charges may apply. If a customer disconnects service prior to the fulfillment of the term plan contracted, then a termination liability will be due to Company from Customer. The termination liability charge will be the difference between the monthly rate for the highest term period which could have been satisfied prior to service discontinuance and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect. The monthly rates used for this calculation will be those in effect at the time the service is disconnected.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 6 - Business Network Switched Services, (Cont'd.)

B. Services, (Cont'd.)

7. PRI T-1 Service

PRI T-1 (Primary Rate Interface) T-1 Service provides the customer with a direct digital connection via switched access to one or more private or public services. PRI T-1 Service is an enhanced T-1 service that allows the customer Integrated Services Digital network (ISDN) bandwidth that facilitates end-to-end digital connectivity to support a variety of services. PRI T-1 Service is 23 B channels each being a full 64,000 bps. One channel is a D channel to allow for signaling information to be passed. The service is utilized to connect ISDN compatible equipment at the customer premises to a suitably equipped Company node.

a. PRI T-1 Rates

	AT&T Area (Monthly Recurring Charge)	Verizon Area (Monthly Recurring Charge)	Nonrecurring Charge
PRI T1			
One Year Term	\$2,000.00	\$2,000.00	\$300.00
Two Year Term	\$1,800.00	\$1,800.00	\$300.00
Three Year Term	\$1,600.00	\$1,600.00	\$300.00
Digital T1			
One Year Term	\$2,000.00	\$2,000.00	\$300.00
Two Year Term	\$1,800.00	\$1,800.00	\$300.00
Three Year Term	\$1,600.00	\$1,600.00	\$300.00

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 6 - Business Network Switched Services, (Cont'd.)

B. Services, (Cont'd.)

8. Special Business Services

The Company may offer Special Business Services otherwise known as an Integrated Flat Rate Bundle (IFRB) to business customers who may qualify from term, volume or other discounts based on individual customer telecommunications service commitments. The Company IFRB is available only to Customers who purchase Company digital T1 or primary rate interface (PRI) services. The IFRB includes the Gold Package and Bronze Package as detailed below. A Customer may not select individual service discounts from these bundled packages. Alternative rate schedules for individual package services are as tariffed in alternative Company offerings. Terms and conditions of use of these services, whether bundled or otherwise, are subject to the tariff provisions as stated herein or in other Company tariffs governing use of those services (e.g. end-user common line charges are per MASSCOMM FCC #3). The IFRB provides business customers with the option of bundling regulated and non-regulated communications services needs to include local exchange, interexchange and data transmission services. These bundled services are offered to new Customers or to Customers whose current contract or term of service has expired and who desire to continue service arrangements with the Company. The services as detailed in the Gold and Bronze packages are available for two or three year term commitments only

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 6 - Business Network Switched Services, (Cont'd.)

B. Services, (Cont'd.)

8. Special Business Services, (Cont'd.)

a. Bronze Package

1. Bundle One

Included features:

Tecpath  
EUCL (End User Common Line)  
256K of Internet  
Block of 20 DID's  
DTO (Direct Trunk Overflow)  
10,000 Local minutes (zones 1, 2, & 3)  
4,000 Long Distance Minutes  
No equipment provided

Rates and Charges:

	MRC	NRC installation	MRC PRI
2 year term	\$845.00	\$495.00	\$75.00
3 year term	\$795.00	\$295.00	\$75.00

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 6 - Business Network Switched Services, (Cont'd.)

B. Services, (Cont'd.)

8. Special Business Services, (Cont'd.)

a. Bronze Package, (Cont'd.)

2. Bundle Two

Included Features:

Tecpath  
EUCL  
512K of Internet  
Block of 20 DID's  
DTO  
14,000 Local Minutes (zones 1, 2 & 3)  
7,000 Long Distance Minutes  
No Equipment provided

Rates and Charges

	MRC	NRC installation	MRC PRI
2 year term	\$995.00	\$495.00	\$75.00
3 year term	\$945.00	\$295.00	\$75.00

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 6 - Business Network Switched Services, (Cont'd.)

B. Services, (Cont'd.)

8. Special Business Services, (Cont'd.)

a. Bronze Package, (Cont'd.)

3. Bundle Three

Included Features:

Tecpath  
EUCL  
768K of Internet  
Block of 20 DID's  
DTO  
20,000 Local Minutes (zones 1, 2 & 3)  
10,000 Long Distance Minutes  
No equipment provided

Rates and Charges:

	MRC	NRC installation	MRC PRI
2 year term	\$1125.00	\$495.00	\$75.00
3 year term	\$1075.00	\$295.00	\$75.00

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 6 - Business Network Switched Services, (Cont'd.)

B. Services, (Cont'd.)

8. Special Business Services, (Cont'd.)

b. Gold Package

1. Bundle One

Included Features

Tecpath

Included: Netvana 3200 dsu/router

EUCL

256K of Internet

Block of 20 DID's

DTO

10,000 Local Minutes (zones 1, 2, & 3)

4,000 Long Distance minutes

Rates and Charges

	MRC	NRC installation	MRC PRI
2 year term	\$945.00	\$495.00	\$75.00
3 year term	\$895.00	\$295.00	\$75.00



---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 6 - Business Network Switched Services, (Cont'd.)

B. Services, (Cont'd.)

8. Special Business Services, (Cont'd.)

b. Gold Package, (Cont'd.)

2. Bundle Two

Included Features:

Tecpath  
Netvana 3200 dsu. router  
512K of Internet  
Block of 20 DID's  
DTO  
14,000 Local Minutes (zones 1, 2, & 3)  
7,000 Long Distance Minutes

Rates and Charges

	MRC	NRC installation	MRC PRI
2 year term	\$1095.00	\$495.00	\$75.00
3 year term	\$1045.00	\$295.00	\$75.00

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 6 - Business Network Switched Services, (Cont'd.)

B. Services, (Cont'd.)

8. Special Business Services, (Cont'd.)

b. Gold Package, (Cont'd.)

3. Bundle Three

Included Features:

Tecpath  
Netvana 3200 dsu. router  
512K of Internet  
Block of 20 DID's  
DTO  
20,000 Local Minutes (zones 1, 2, & 3)  
10,000 Long Distance Minutes

Rates and Charges

	MRC	NRC installation	MRC PRI
2 year term	\$1225.00	\$495.00	\$75.00
3 year term	\$1175.00	\$295.00	\$75.00

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 7 - Special Services and Programs

A. Universal Lifeline Telephone Service

1. General

a. Applicability

Applicable to eligible residence customers for Universal Lifeline Telephone Service furnished pursuant to the Moore Universal Telephone Service Act.

b. Territory

Within the exchange areas of all exchanges as said areas are defined on maps filed as part of the tariff schedules.

2. Special Conditions

a. Universal Lifeline Telephone Service is available to all residence customers who meet the following eligibility requirements:

1. The residence at which the service is requested is the customer's principal place of residence. The residence household (dwelling unit) shall consist of that portion of an individual house or building or one flat or apartment occupied entirely by a single family or individuals functioning as one domestic establishment.

A room or portion of a residence occupied exclusively by an individual not sharing equally as a member of the domestic establishment may be considered a separate dwelling unit (premises) for the application of Universal Lifeline Telephone Service.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 7 - Special Services and Programs, (Cont'd.)

A. Universal Lifeline Telephone Service, (Cont'd.)

2. Special Conditions, (Cont'd.)

a. (Cont'd.)

2. There is only one access line serving the residence premises.
3. The combined income of a household of one or two person(s), based on current income, does not exceed \$24,000 for the fiscal year for which the service is furnished.
4. The current income of a household does not exceed the following limitations:

Household Size	Income Limitation
1-2	\$24,000
3	\$28,200
4	\$34,000
Each additional member	\$5,800

5. The income limitations claimed by Lifeline customers in applications are subject to verification at any time by the Carrier and/or by the Commission and its staff. If it is found that the Lifeline customer actually exceeds the income limitation, back billing at full tariffed rates will be assessed.
6. No person who is claimed as a dependent on another person's income tax return shall be eligible.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 7 - Special Services and Programs, (Cont'd.)

- A. Universal Lifeline Telephone Service, (Cont'd.)
2. Special Conditions, (Cont'd.)
- b. Universal Lifeline Telephone Service is available to applicants for new service and to customers subscribing to flat rate individual, and measured rate individual line service who qualify under the guidelines listed above.
- c. Universal Lifeline Telephone Service includes the following:
1. Basic dial tone service.
  2. Unlimited incoming calls.
  3. Message rate service, where it is offered, with an allowance of 60 calls per month.
  4. An allowance equal to the current federally mandated access charge for ULTS customers which is 50% discounted.
- d. Universal Lifeline Telephone Service is restricted to residence local exchange service including 50% of all applicable extended area service charges. Foreign exchange services are excluded from this offering.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 7 - Special Services and Programs, (Cont'd.)

- A. Universal Lifeline Telephone Service, (Cont'd.)
2. Special Conditions, (Cont'd.)
- e. Customers qualifying for ULTS will be entitled to one installation every twelve months as shown in rates and charges. No carry-over credit will be given for years in which eligible customers do not use their authorized reduced Service Connection Charges. Reduced Service Connection Charges will apply to requests from eligible recipients for changes in class, type or grade of service, including requests to change from Foreign Exchange Service. Changes in class, type or grade of service at the reduced rates will constitute that customer's one installation per year. Other than stated above, any change to the service will be at regular tariffed rates.
- f. Eligible recipients of this service may have up to three months to pay the Carrier for the reduced Service Connection Charges. The Carrier will bill the customer in three equal installments.
- g. Deposits for establishment of Universal Lifeline Telephone Service will not be required from eligible applicants unless the applicant has any outstanding telephone bill from any telephone utility in the State of California. Applicants having outstanding telephone bills are subject to Rule No. 6.
- h. Universal Lifeline Telephone Service shall be subject to the conditions set forth in Schedule Cal. P.U.C. No. 1, Discontinuance of Service.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 7 - Special Services and Programs, (Cont'd.)

A. Universal Lifeline Telephone Service, (Cont'd.)

2. Special Conditions, (Cont'd.)

- i. Service under this schedule will apply upon receipt of a completed Carrier provided self-certification notice of eligibility from an applicant/customer. The self-certification notice of eligibility shall be the form shown in the forms section of these tariff schedules.

All customers who self-certify their eligibility will receive the Universal Lifeline Telephone Service rates commencing with their next billing period.

- j. New Applicants for telephone service will be advised of the availability of Universal Lifeline Telephone Service and if eligible will be furnished with the necessary self-certification forms. Those applicants who do not return a signed self-certification form to the Carrier within 30 days will be changed to regular tariffed rates. The regular tariffed rates (excluding usage) will be retroactive to the date the Universal Lifeline Telephone Service began. If reduced service connection charges were applicable, the difference between reduced charges and regular tariffed charges will be billed to the applicant. Such applicants who do not return the signed self-certification form to the Carrier within 30 days will be subject to normal deposit requirements.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 7 - Special Services and Programs, (Cont'd.)

- A. Universal Lifeline Telephone Service, (Cont'd.)
2. Special Conditions, (Cont'd.)
- k. Recipients of Universal Lifeline Telephone Service must notify the Carrier of a change in any condition which occurs that would cause the household to no longer qualify for the service. Upon receipt of notification, the Carrier will change the service to regular tariffed rates for the service furnished. Service Connection Charges will not apply to the change in service.
- l. Eligible recipients are required to be re-certified annually. The Carrier will mail re-certification forms to each recipient of the service annually. If the recipient fails to return the re-certification notice within 30 days, the Carrier will assume that the customer is no longer eligible. The customer's service rates will be converted to the regular tariffed rates for the type, class, and grade of service furnished. Nonrecurring charges will not apply to the change in service. Deposit requirement will be applied in accordance with applicable tariffs.
- m. The Carrier will annually mail a notification of availability and a self-certification form to all residence customers.
- n. In addition to the rates and conditions specified herein, all rules, regulations, charges and rates in conjunction with the service furnished elsewhere in the tariffs are also applicable to the service provided under this schedule.



---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 7 - Special Services and Programs, (Cont'd.)

A. Universal Lifeline Telephone Service, (Cont'd.)

2. Special Conditions, (Cont'd.)

- o. Optional services and equipment are not included in Universal Lifeline Telephone Service rates, but will be provided to Universal Lifeline Telephone Service customers at applicable tariffed rates and charges.
- p. Universal Lifeline Telephone Service rates shall be applied to each monthly statement for the months this service is furnished and shall apply only for the duration of this service.
- q. The Service Order Change Charge is waived for ninety (90) days from the date customer goes in-service (service turned on in "Initial" or "Move" order) after the initial service install or move is completed.
- r. Initial Service Order Charges for new installation or moves are NOT waived, nor is the Service Order Change Charge waived for changes other than the change listed in Special Condition 18 above.
- s. A Service Order Change Charge is applied to the third and all subsequent changes between flat-rate and measured basic exchange service during the ninety (90) day waiver period.

3. Rates

ULTS Residential Flat Rate Service Monthly Rate:	\$3.30
ULTS Residential Measured Rate Service Monthly Rate:	\$2.91
Measured rate ULTS customers are entitled to a monthly allowance of 60 local calls. Additional local calls beyond the monthly allowance will be charged at:	\$0.08 per call
ULTS Installation Charge:	\$7.50

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 8 - Special Arrangements

A. Affinity Group - CampusLink

Customers receiving the rates listed below are former customers of CampusLink Communications Systems, Inc. whose local exchange services are now being provided by MASSCOMM. This plan is valid only to the following customer(s): California State University-Carlos Bee Hall, California State University-San Bernadino, San Diego State-El Conquistador, Mills College and University of LaVerne.

Usage Rates: All Rates shown are per-minute rates.  
Billing: 18 Second minimum/60 Second Increments  
Customers are provided with local service at no charge.

PLAN A

IntraLATA toll service is provided at a rate of \$0.14 for Day, Evening and Night.  
Directory Assistance is \$0.85 per call.

PLAN A-1

IntraLATA toll service is provided at the below rates for Day, Evening and Night.  
Directory Assistance is \$0.85 per call.

Code Miles	Initial Minute			Each Additional Minute		
	Day	Evening	Night	Day	Evening	Night
160	\$0.0934	\$0.0731	\$0.0521	\$0.0594	\$0.0474	\$0.0521
200	\$0.0934	\$0.0731	\$0.0521	\$0.0594	\$0.0474	\$0.0356
250	\$0.1107	\$0.0855	\$0.0633	\$0.0968	\$0.0774	\$0.0579
300	\$0.1107	\$0.0855	\$0.0633	\$0.0968	\$0.0774	\$0.0579
400	\$0.1107	\$0.0855	\$0.0633	\$0.0968	\$0.0774	\$0.0579
700	\$0.1205	\$0.0942	\$0.0690	\$0.1062	\$0.0849	\$0.0637
9990	\$0.1205	\$0.0945	\$0.06930	\$0.1062	\$0.0924	\$0.0692

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 8 -Special Arrangements, (Cont'd.)

A. Affinity Group - CampusLink, (Cont'd.)

PLAN A-3

IntraLATA toll service is provided at the below rates for Day, Evening and Night.  
Directory Assistance is \$0.85 per call.

Code Miles	Initial Minute			Each Additional Minute		
	Day	Evening	Night	Day	Evening	Night
160	\$0.0882	\$0.0691	\$0.0492	\$0.0561	\$0.0447	\$0.0336
200	\$0.0882	\$0.0691	\$0.0492	\$0.0561	\$0.0447	\$0.0336
250	\$0.1046	\$0.0807	\$0.0598	\$0.0914	\$0.0731	\$0.0547
300	\$0.1046	\$0.0807	\$0.0598	\$0.0914	\$0.0731	\$0.0547
400	\$0.1046	\$0.0807	\$0.0598	\$0.0914	\$0.0731	\$0.0547
500	\$0.1138	\$0.0889	\$0.0651	\$0.1003	\$0.0802	\$0.0601
700	\$0.1138	\$0.0889	\$0.0651	\$0.1003	\$0.0802	\$0.0601
9990	\$0.1138	\$0.0889	\$0.0651	\$0.1003	\$0.0802	\$0.0653

PLAN A-4

IntraLATA toll service is provided at the below rates for Day, Evening and Night.  
Directory Assistance is \$0.85 per call.

Code Miles	Initial Minute			Each Additional Minute		
	Day	Evening	Night	Day	Evening	Night
200	\$0.1140	\$0.0912	\$0.0684	\$0.0700	\$0.0560	\$0.0420
400	\$0.1360	\$0.1088	\$0.0816	\$0.1140	\$0.0912	\$0.0684
700	\$0.1470	\$0.1176	\$0.0882	\$0.1250	\$0.1000	\$0.0750
9990	\$0.1470	\$0.1176	\$0.08820	\$0.1360	\$0.1088	\$0.0816

PLAN B

IntraLATA toll service is provided at rate of \$0.10 for Day, Evening and Night with a  
monthly recurring charge fee of \$4.95. Directory Assistance is \$0.85 per call.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 8 -Special Arrangements, (Cont'd.)

A. Affinity Group - CampusLink, (Cont'd.)

PLAN B-1

IntraLATA toll service is provided at the below rates for Day, Evening and Night.  
Directory Assistance is \$0.85 per call.

Code Miles	Initial Minute			Each Additional Minute		
	Day	Evening	Night	Day	Evening	Night
160	\$0.0882	\$0.0691	\$0.0492	\$0.0561	\$0.0447	\$0.0336
200	\$0.0882	\$0.0691	\$0.0492	\$0.0561	\$0.0447	\$0.0336
250	\$0.1046	\$0.0807	\$0.0598	\$0.0914	\$0.0731	\$0.0547
300	\$0.1046	\$0.0807	\$0.0598	\$0.0914	\$0.0731	\$0.0547
400	\$0.1046	\$0.0807	\$0.0598	\$0.0914	\$0.0731	\$0.0547
500	\$0.1138	\$0.0889	\$0.0651	\$0.1003	\$0.0802	\$0.0601
700	\$0.1138	\$0.0889	\$0.0651	\$0.1003	\$0.0802	\$0.0601
9990	\$0.1138	\$0.0893	\$0.0654	\$0.1003	\$0.0872	\$0.0653

PLAN B-2

IntraLATA toll service is provided at rate of \$0.08 for Day, Evening and Night with a  
monthly recurring charge fee of \$4.95. Directory Assistance is \$0.85 per call.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 8 -Special Arrangements, (Cont'd.)

A. Affinity Group - CampusLink, (Cont'd.)

PLAN B-3

IntraLATA toll service is provided at the below rates for Day, Evening and Night.  
Directory Assistance is \$0.85 per call.

Code Miles	Initial Minute			Each Additional Minute		
	Day	Evening	Night	Day	Evening	Night
160	\$0.0882	\$0.0691	\$0.0492	\$0.0561	\$0.0447	\$0.0336
200	\$0.0882	\$0.0691	\$0.0492	\$0.0561	\$0.0447	\$0.0336
250	\$0.1046	\$0.0807	\$0.0598	\$0.0914	\$0.0731	\$0.0547
300	\$0.1046	\$0.0807	\$0.0589	\$0.0194	\$0.0731	\$0.0547
400	\$0.1046	\$0.0807	\$0.0589	\$0.0194	\$0.0731	\$0.0547
500	\$0.1138	\$0.0889	\$0.0651	\$0.1003	\$0.0802	\$0.0601
700	\$0.1138	\$0.0889	\$0.0651	\$0.1003	\$0.0802	\$0.0601
9990	\$0.1138	\$0.0893	\$0.0654	\$0.1003	\$0.0872	\$0.0653

PLAN C

IntraLATA toll service is provided at the below rates for Day, Evening and Night.  
Directory Assistance is \$0.85 per call.

Code Miles	Initial Minute			Each Additional Minute		
	Day	Evening	Night	Day	Evening	Night
80	\$0.0299	\$0.0209	\$0.0119	\$0.0094	\$0.0065	\$0.0037
120	\$0.0299	\$0.0209	\$0.0119	\$0.0094	\$0.0065	\$0.0037
160	\$0.1026	\$0.0820	\$0.0615	\$0.0630	\$0.0504	\$0.0378
200	\$0.1026	\$0.0820	\$0.0615	\$0.0630	\$0.0504	\$0.0378
250	\$0.1224	\$0.0979	\$0.0734	\$0.1026	\$0.0820	\$0.0615
300	\$0.1224	\$0.0979	\$0.0734	\$0.1026	\$0.0820	\$0.0615
400	\$0.1224	\$0.0979	\$0.0734	\$0.1026	\$0.0820	\$0.0615
500	\$0.1323	\$0.1058	\$0.0793	\$0.1125	\$0.0900	\$0.0675
700	\$0.1323	\$0.1058	\$0.0793	\$0.1125	\$0.0900	\$0.0675
3000	\$0.1323	\$0.1058	\$0.0793	\$0.1224	\$0.0979	\$0.0734

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 9 - Directory

A. Alphabetical Directory

1. Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Customer Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

- a. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is no impaired thereby. Where more than one listing is required to properly list the Customer, no additional charge is made.
- b. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 9 - Directory, (Cont'd.)

- A. Alphabetical Directory, (Cont'd.)
1. Directory Listings, (Cont'd.)
    - c. Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only Government listings in the Government section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
    - d. In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
    - e. Directory listing are provided in connection with each Customer service as specified herein.
      1. Primary Listing: A primary listing contains the name of the Customer, or the name under which a business regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
      2. Additional Listings: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 9 - Directory, (Cont'd.)

A. Alphabetical Directory, (Cont'd.)

1. Directory Listings, (Cont'd.)

e. (Cont'd.)

3. Nonpublished Listings: Listings that are not printed in directories nor available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records subject to the provisions set forth in this tariff.
4. Nondirectory Listed Numbers: A Nondirectory listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.
5. Foreign Listings: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.



---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 9 - Directory, (Cont'd.)

A. Alphabetical Directory, (Cont'd.)

1. Directory Listings, (Cont'd.)

e. (Cont'd.)

6. Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

Customers in Verizon- GTE Territory

Per Listing or Per Number	Charge
Primary Listing	N/C
Additional Listing	\$ 3.00 each
Non-directory Listed Number	\$ 3.00 per line
Non-Published Number	\$ 3.50 per line
Email list (where available)	\$ 3.50 per line
Duplicate Listing (where available)	\$ 3.00 per line
Alternate Telephone Number	\$ 3.00 per line
Reference and Cross Reference	\$ 2.50 per line
Additional Indented	\$ 3.00 each

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 9 - Directory, (Cont'd.)

A. Alphabetical Directory, (Cont'd.)

1. Directory Listings, (Cont'd.)

e. (Cont'd.)

6. Recurring Charges, (Cont'd.)

Customers in AT&T Territory

Per Listing or Per Number	Charge
Primary Listing	N/C
Additional Listing	\$ 3.00 each
Non-directory Listed Number	\$ 3.00 per line
Non-Published Number	\$ 3.25 per line
Email list (where available)	\$ 3.50 per line
Duplicate Listing (where available)	\$ 3.00 per line
Alternate Telephone Number	\$ 3.00 per line
Reference and Cross Reference	\$ 2.50 per line
Additional Indented	\$ 3.00 each

- f. Service Calls: When a Customer reports trouble to the Company and no trouble is found in the Company facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until work is completed. Time is billed in 15 minute increments.

Per hour rate per technician: \$100.00

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 9 - Directory, (Cont'd.)

B. Directory Information Requests

Requests for directory information are provided by dialing Directory Assistance. Information will not be issued by the Company outside of normal directory assistance procedures unless the request is made by an emergency agency. Directory information will only be provided to emergency agencies after a formal request is presented to the Company in writing. The requesting agency must agree to pay for the costs incurred by the Company in providing the information, and must certify that the information will be used only for the purpose of providing its services to the community.

C. Liability of the Company for Errors

1. General

In the absence of gross negligence or willful misconduct, and except for the allowances stated elsewhere in this Tariff, no liability for any damage of any nature whatsoever arising from errors in directory listings or errors in listings obtainable from the Directory Assistance operator, including errors in reporting thereof, shall attach to the Company. A listing is considered in error only when it shows the Customer on the wrong street, or in the wrong community. The Customer must notify the Company of an error.

2. Allowance for Errors

An allowance for errors in published directory listings or for errors in listings obtainable from the Directory Assistance operator shall be given as follows:

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 9 - Directory, (Cont'd.)

C. Liability of the Company for Errors, (Cont'd.)

2. Allowance for Errors, (Cont'd.)

a. Free Listings

For Free or non-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing affected, for each month of the life of the directory or the charge period during which the error occurs. The Company may issue the credit in a lump sum if it chooses to do so.

b. Charge Listings

For each additional or charge published directory listing, credit shall be given at the monthly tariff rate for each individual line affected, for each month of the life of the directory or the charge period during which the error occurs.

c. Operator Records

For free or charge listings obtainable from records used by the Directory Assistance operator, upon notification to the Company of the error in such records by the Customer, the Company shall be allowed a period of three business days to make the correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths ( $2/30$ ) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basic monthly rate for the line(s) in question. No allowance will be provided for errors caused by other carriers or operator service providers.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 1 - RATE SCHEDULES, (CONT'D.)**

Schedule 10 - Invoice Options

A. A Commercial Customer's invoice information is presented on either a CD or in electronic format as chosen by the Customer. The CD will be sent by mail and the electronic version is accessible either via the Internet or by e-mail to the Customer. Both of these options are available at no charge to the Customer. Should the Customer choose to receive by mail, a paper invoice in addition to the electronic invoice, the Customer may be responsible for a monthly charge as indicated in the rate section following. This billing service is independent of additional paper invoices, documents or other Company services that provide specific call detail information or other data not normally provided in the invoice as rendered. Upon Customer request, additional copies of invoice or bill reprints will be provided, if available, at the per page rates as listed below as well as an additional service fee. If the Customer elects to receive the additional copy or reprint in CD format, only the service fee will apply.

B. Rates

A customer can choose a one-page summary with a remittance slip for no charge. All other paper invoice charges are as follows:

2 – 4 pages	\$5.00
5 – 19 pages	\$10.00
20+ pages	\$15.00
Service Fee	\$25.00

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES**

**Rule 1 - Definitions**

Certain terms used generally throughout this tariff are defined below.

**Account Codes** - Permits Centrex Stations and attendants to dial an account codenumber of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

**Authorized User** - A person, firm, corporation or other entity authorized by the Customer to receive or send communications.

**Bandwidth** - The difference, expressed in Hertz, between the highest and lowest frequencies of a band constituting a channel or circuit.

**Call Forwarding**

**Call Forwarding Station:** Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

**Call Forwarding System:** Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

**Call Forwarding Remote:** This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 1 - Definitions, (Cont'd.)**

**Carrier or Company** - MASSCOMM, Inc. d/b/a MASS Communications.

**Central Office** - Company facilities where subscribers' lines are joined to switching equipment for connecting other subscribers to each other, locally and long distance.

**Channel or Circuit** - A transmission path or paths between two or more points having a bandwidth or transmission speed suitable to render service to a Customer.

**Commission** - Refers to the California Public Utilities Commission.

**Customer** - The person, firm, corporation, or other entity which orders service and which is responsible for the payment of charges and for compliance with MASSCOMM tariff regulations.

**Data** - Any representation such as characters (digital or analog quantities) to which meaning is assigned.

**DID Trunk** - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

**Direct Inward Dial (DID)** - A service attributable that routes incoming calls directly to stations, by-passing a central answering point.

**Direct Outward Dial** - A service attributable that allows individual station users to access and outside numbers directly.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 1 - Definitions, (Cont'd.)**

**Hertz** - Cycles per second.

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

**Installation** - The connection of a circuit, dedicated access line or port for a new, change of, or additional service.

**LATA** - A Local Access and Transportation 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.

**Major Rate Increase** - An increase in the tariffed rate greater than 5 percent of that same rate currently tariffed.

**Minor Rate Increase** - An increase in the tariffed rate less than or equal to 5 percent of that same rate currently tariffed.

**Order Cancellation** - A Customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to commencement of service.

**Physical Change** - The modification of an existing circuit, dedicated access line or port at the request of a Customer and requiring some physical change or re-termination.

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



---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 1 - Definitions, (Cont'd.)**

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

**Service Order** - The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance 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.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 2 - Description of Service**

2.1 General

2.1.1 The Company undertakes to furnish resold and facilities-based communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of California. The Company provides service in the areas enumerated in the rate classes chart shown in Sheets No. 15BT to 25BT.

2.1.2 Service is provided 24-hours per day, seven days per week. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

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

2.1.4 Service may be terminated upon written notice to the Customer if:

- A. the Customer is using the service in violation of this tariff; or
- B. the Customer is using the service in violation of the law.

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

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 2 - Description of Service, (Cont'd.)**

2.1 General (Cont'd.)

2.1.5 Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

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

2.2 IntraLATA Toll Usage

2.2.1 Description

IntraLATA toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff. The Company may use the terms intraLATA toll and Regional Long Distance (Regional LD) interchangeably in other documentation presented to the Customer (e.g., individually negotiated contracts or invoices). The terms of this tariff governing intraLATA toll services apply regardless of the nomenclature used.

IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, Original number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 3 - Application for Service**

- 3.1 Carrier will provide all residential customers with information regarding the Universal Lifeline program and its availability at the time service is ordered. Service is installed by arrangement between Carrier and the Customer. Service will be initiated by written or oral agreement between Carrier and the Customer. The Customer shall be informed of all rates and charges for the desired services and any other rates or charges which appear on the customer's first bill. If an oral agreement is made, Carrier will, within 10 days of initiating the service order, provide the customer a confirmation letter with a brief description of the services ordered and itemizing all charge that will appear on the customer bill.

Within 10 days of initiating service, Carrier shall provide a written statement to all new customers, outlining all material terms and conditions that could affect what the customer pays for telecommunications services.

Customers who are denied service for failure to establish credit or pay deposits, pursuant to Rule 7, will be given the reason for denial in writing within 10 days of service denial.

- 3.2 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 3.3 If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 4 - Contracts**

Contracts will only be used in special circumstances for Individual Case Basis (“ICB”) service offerings or Special Construction. Customer and Company can enter into a contract for Centrex service. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to any similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated customer. ICB arrangements will be filed in accordance with G.O. 96-A.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 5 - Special Information Required on Forms**

Customers Bills

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

1. When the bill shall be paid by the Customer to the Company;
2. Billing detail, including the period of service covered by the bill;
  - A. Late payment charges and when they will be applied;
  - B. How the Customer must pay the bill;
  - C. How to contact the Company with questions about the bill;
  - D. If the Customer's bill contains charges for interLATA and interstate toll calling billed by the Company on behalf of an interexchange carrier authorized to provide those services, then the bill will include a toll-free number for service or billing inquiries;
  - E. Statements instructing how to contact the Commission for bill complaints will be included in each bill.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 6 - Establishment and Re-establishment of Credit**

Carrier may require Customers or potential customers to provide information pertaining to their financial ability to pay for service. Credit information may include account established date, can be reached number, name of employer, employer's address, customer's driver's license number or other acceptable personal identification billing name, and location or current and previous service.

If Carrier determines that an advance payment is necessary, the provisions under Rule 7 of this tariff apply. If service was discontinued for non-payment of charges, Carrier may request additional information from the Customer and reserves the right to collect an advance payment prior to re-establishing service.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 7 - Deposits and Advanced Payments**

7.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed the nonrecurring charges and the first month's recurring rate. The advance payment will be credited on the first bill. Advance payments will not be required for usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and charges (if any) for the first month's recurring rate. Advance payments will be credited to the Customer's initial bill.

7.2 Deposits

7.2.1 To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two month's estimated monthly usage charges for the class of service provided.

7.2.2 A deposit may be required in addition to an advance payment.



---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 7 - Deposits and Advanced Payments, (Cont'd.)**

7.2 Deposits, (Cont'd.)

- 7.2.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 30 days of discontinuance of service. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- 7.2.4 Deposits held will accrue interest at the three-month commercial paper rate published by the Federal Reserve Board without deductions for any taxes on such deposits.
- 7.2.5 Deposits will be refunded with interest 30 days after discontinuance of service or after 12 months of service, whichever comes first. However, no interest shall be given if the Customer has received a minimum of two notices in a 12 month period.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 8 - Notices and Communications**

- 8.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 8.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 8.3 Written notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 8.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 8.5 All correspondences to the Customer shall be made in the same language that the original sale to the Customer was made in, unless otherwise requested by the Customer.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 8 - Notices and Communications, (Cont'd.)**

8.6 Discontinuance of Service Notice

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

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

- 8.6.1 The name and address of the customer whose account is delinquent.
- 8.6.2 The amount that is delinquent.
- 8.6.3 The date when payment or arrangements for payment are required in order to avoid termination.
- 8.6.4 The procedure the customer may use to initiate a complaint or to request an investigation concerning service or changes.
- 8.6.5 The procedure the customer may use to request amortization of the unpaid charges.
- 8.6.6 The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.
- 8.6.7 The telephone number of the Commission's Consumer Affairs Branch (CAB) where the customer may direct inquiries.
- 8.6.8 Local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 9 - Rendering and Payment of Bills**

9.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

9.2 Billing and Collection of Charges

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

9.2.1 Non-recurring charges are due and payable within 30 days after the date of the invoice.

9.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

9.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 9 - Rendering and Payment of Bills, (Cont'd.)**

9.2 Billing and Collection of Charges, (Cont'd.)

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

9.2.5 Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.

Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

9.2.6 The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

9.2.7 Customers have up to two years (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits, and up to three years to initiate a dispute regarding discriminatory rates.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 9 - Rendering and Payment of Bills, (Cont'd.)**

9.2 Billing and Collection of Charges, (Cont'd.)

9.2.8 If service is disconnected by the Company in accordance with Rule 11 following and later restored, restoration of service will be subject to all applicable installation charges.

9.2.9 All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be MASSCOMM, a local exchange telephone company or commercial credit card company or other authorized agent. Late payment charges of 1.5% apply if payment is not received within 30 days after the date of presentation on the billing envelopes. Carrier shall credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.

9.2.10 In addition to other sales and usage taxes covered above, the billing agent will add to Customers' bills certain federal, state and local surcharges as required by law.

Customer bills for telephone service provided to college and university students who utilize the products and services offered under the Company's CampusLink offerings are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of \$20.00 will be applied to all amounts previously billed under this Tariff where not precluded by applicable state or federal law.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 10 - Disputed Bills**

- 10.1 Terms of payment shall be according to the rules, regulations, and laws of the State of California. Any objection to billed charges should be reported in writing to MASSCOMM within two (2) years after receipt of bill. Adjustments to Customer's bills shall be made when circumstances exist which reasonably indicate that such adjustments are appropriate.
- 10.2 In the case of a billing dispute the customer may request an investigation and review of the disputed amount. The undisputed amount must be paid by the due date or service will be subject to disconnection provided that the Company has given written notification to the Customer of such delinquency and impending termination. If the matter is not resolved to the Customer's satisfaction by the billing agency or the Company, the Customer may appeal to the Public Utilities Commission of the State of California for an investigation at either of the following locations:

California Public Utilities Commission  
Consumer Affairs Branch  
505 Van Ness  
San Francisco, California 94102  
(415) 703-1170  
(800) 649-7570  
(415) 703-2032 TDD

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 10 - Disputed Bills, (Cont'd.)**

- 10.3 In case of a billing dispute between the customer and Carrier as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the customer can make the following arrangement:
- 10.3.1 The customer may make a request, and Carrier will comply with the request, for an investigation and review of the disputed amount.
- 10.3.2 The undisputed portion of the bill must be paid the Due By Date (no sooner than fifteen (15) days of the date of presentation) shown on the bill or the service will be subject to disconnection if Carrier has notified the customer by written notice of such delinquency and impending termination.
- 10.3.3 If there is still disagreement after the investigation the customer may appeal to the 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 the CAB within seven (7) calendar days after the date that Carrier notifies the customer that the investigation is 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.
- 10.3.4 Carrier may not disconnect the customer's service for nonpayment as long as the customer complies with 10.3.2 and 10.3.3 above.
- 10.3.5 Carrier shall respond to the CAB's requests for information within ten (10) business days.



---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 10 - Disputed Bills, (Cont'd.)**

10.3 (Cont'd.)

10.3.6 the CAB will review the claim of the disputed amount, communicate the results of its review to the customer and Carrier, and make disbursement of the deposited amount.

After the investigation is completed by Carrier as noted in 10.3.1 above, if the customer elects not to deposit the amount in dispute with the 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 that Carrier 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.

10.4 If dispute fails to be resolved and Carrier initiates legal proceedings to collect any amount due hereunder, and Carrier substantially prevails in such proceedings, then Subscriber shall pay the reasonable attorneys' fees and costs incurred by Carrier in prosecuting such proceedings and any appeals therefrom.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 11 - Discontinuance and Restoration of Service**

- 11.1 Service may be canceled by the Customer by oral or written notice or on or before the date of disconnection.
- 11.2 The Company may discontinue service to the Customer without liability by providing seven (7) days written notice for:
  - 11.2.1 Violations of any regulation governing the service under this tariff.
  - 11.2.2 A violation of any law, rule, or regulation of any government authority having jurisdiction over the service.
  - 11.2.3 Non-payment of bills for telephone service.
  - 11.2.4 Neglect or refusal to provide the Company reasonable access for the purpose of inspection and maintenance of equipment owned by the Company.
  - 11.2.5 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 11.3 The Company may discontinue service to the Customer without liability and without notice pursuant to Appendix B of Cal. P.U.C. Decision No. 91188 in Case No. 4930. The Company concurs in Pacific Bell Schedule Cal. P.U.C. No. A-2, Section 2.1.31.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 11 - Discontinuance and Restoration of Service, (Cont'd.)**

- 11.4 Service may be restored after discontinuance for nonpayment if the Customer establishes credit worthiness. The Company reserves the right to collect a deposit for re-establishment of service.
- 11.5 For residential customers whose service has been disconnected due to non-payment of bills, the Company will continue to provide 911 access to the customer.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 12 - Optional Rates and Information to be Provided to the Public**

The Company will promptly advise customers of new, revised or optional rates applicable to be provision of services in this tariff. A copy of this tariff will be available for public inspection at the California Public Utilities Commission and can be obtained at a nominal cost to recover photocopying, postage, and/or transmission expenses. This tariff is also available for inspection during normal business hours at Carrier's principal place of business: 65 Broadway, Suite 1803, New York, NY 10006.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 13 - Temporary Service**

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

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 14 - Continuity of Service**

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

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 15 - Liability of the Company**

The Company concurs in the limitations of liability of Pacific Bell's California local exchange tariff.

The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.

In the event an error or omission is caused by the gross negligence of the Utility, the liability of the Utility shall be limited to and in no event exceed the sum of \$10,000.

The Utility will not provide a credit allowance for interruptions of service caused by the customer's facilities, equipment, or systems.

Except as provided, the liability of the Utility for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or facilities furnished by the Utility up to and including its local loop demarcation point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount to be 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 the mistake, omission, interruption, delay, error or defect.

The Utility 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 Utility 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.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 16 - Obligation of the Customer**

16.1 General

16.1.1 The Customer shall be responsible for

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;



---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 16 - Obligation of the Customer, (Cont'd.)**

16.1 General, (Cont'd.)

16.1.1 The Customer shall be responsible for, (Cont'd.)

- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Rule 16.1.3. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 16 - Obligation of the Customer, (Cont'd.)**

16.1 General, (Cont'd.)

16.1.1 The Customer shall be responsible for, (Cont'd.)

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Rule 16.1.1.D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 16 - Obligation of the Customer, (Cont'd.)**

16.2 Claims

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

16.2.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agent, representatives or invitees; or

16.2.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 17 - Provision of Equipment and Facilities**

- 17.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 17.2 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company.
- 17.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 17.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 17.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 17- Provision of Equipment and Facilities, (Cont'd.)**

17.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

17.6.1 the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

17.6.2 the reception of signals by Customer-provided equipment.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 18 - Customer Equipment and Channels**

18.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically state din this tariff.

18.2 Station Equipment

18.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

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

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 18 - Customer Equipment and Channels, (Cont'd.)**

18.3 Interconnection of Facilities

- 18.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 18.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 18.3.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- 18.3.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 18 - Customer Equipment and Channels, (Cont'd.)**

18.4 Inspections

18.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Rule 18.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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



---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 19 - Allowances for Interruptions in Service**

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in Rule 19.1 for the part of the service that the interruption affects.

19.1 Credit for Interruptions

- 19.1.1 A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- 19.1.2 An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 19.1.3 If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 19 - Allowances for Interruptions in Service, (Cont'd.)**

19.1 Credit for Interruptions, (Cont'd.)

19.1.4 Interruptions of 24 Hours or Less

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

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 19 - Allowances for Interruptions in Service, (Cont'd.)**

19.1 Credit for Interruptions, (Cont'd.)

19.1.4 Interruptions of 24 Hours or Less, (Cont'd.)

Two or more interruptions of 30 minutes or more during any one 24-hour period shall be considered as one interruption.

19.1.5 Continuous Interruption Over 24 Hours and Less Than 72 Hours.

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof that occurs.

19.1.6 Interruptions Over 72 Hours.

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

19.2 Limitations on Allowances

No credit allowance will be made for:

19.2.1 due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;

19.2.2 due to the failure of power, equipment, systems, or services not provided by the Company;

19.2.3 due to circumstances or causes beyond the control of the Company;

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 19 - Allowances for Interruptions in Service, (Cont'd.)**

19.2 Limitations on Allowances, (Cont'd.)

19.2.4 during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

19.2.5 during any period in which the Customer continues to use the service on an impaired basis;

19.2.6 during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

19.2.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

19.2.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

19.3 Cancellation For Service Interruption

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

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 20 - Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 21 - Prohibited Uses**

- 21.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 21.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and California Public Utilities Commission regulations, policies, orders, and decisions.
- 21.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 21.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. Transfers from Company's service to that of another carrier will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 22 - Legal Requirements for Refusal or Discontinuance of Service**

California Public Utilities Commission's Decision No. 91188 in Case No. 4930 requires that each communication utility operating under the jurisdiction of the CPUC include the provisions of the rule set forth in Appendix B of that Decision as a part of the rules in the utility's tariff schedules. Accordingly, Appendix B of Decision No. 91188, Case No. 4930, is quoted herein:

“Appendix B”

1. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.
2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request of interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 22 - Legal Requirements for Refusal or Discontinuance of Service, (Cont'd)**

3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber, the utility shall promptly restore such service.
4. Any concerned law enforcement-agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.
5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.



---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 22 - Legal Requirements for Refusal or Discontinuance of Service, (Cont'd)**

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

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 23 - Use of Customer's Service by Others**

23.1 Resale and Sharing

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

23.2 Joint Use Arrangements

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

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 24 - Transfers and Assignments**

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

- A. to any subsidiary, parent company or affiliate of the Company; or
- B. pursuant to any sale or transfer of substantially all the assets of the Company; or
- C. pursuant to any financing, merger or reorganization of the Company.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 25 - Shortage of Equipment or Facilities**

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

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

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 26 - Privacy**

Carrier will not release nonpublic customer information in accordance with PU Code Sections 2891, 2891.1, and 2893. Carrier will comply with the credit information and calling record privacy rules set forth in Appendix B of Decision Nos. 92860 and 93361, except as modified by Decision Nos. 83-06-066, 83-06-073, and 83-09-061.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 27 - Change in Service Provider**

Solicitations by Carrier or its agents of customer authorization for termination of service with an existing carrier and the subsequent transfer to Carrier's service will include current rate information and information regarding Carrier's terms, and conditions for the provision of service. Solicitations by Carrier or its agents will be in accordance with PU Code Section 2889.5.

Carrier will be held liable for the unauthorized termination of service with an existing Carrier and the subsequent unauthorized transfer to their own service. Carrier will be responsible for the action of its agents who solicit unauthorized service termination and transfer.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 28 - Company Specific Information**

Carrier maintains an office at 65 Broadway, Suite 1803, New York, NY 10006. Members of the public can access Carrier's tariffs from either place of business or from the California Public Utilities Commissions Central Files Offices located at 505 Van Ness Avenue, San Francisco, California or through the company's website at [www.masscommgroup.com/tariffs](http://www.masscommgroup.com/tariffs).

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 29 - Administration of the Deaf and Disabled Program**

Carrier will administer the Deaf and Disabled Program with AT&T and Verizon of California. Carrier is pursuing an agreement with these companies to provide this service.



---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 30 - Demarcation Points**

Carrier concurs with the demarcation points of Pacific Bell Network and Exchange Services Tariff, 2.1.16, Rule 16.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 31 - California High Cost Fund-A Surcharge**

This surcharge provides universal service support to the high cost areas within the service areas of the seventeen smaller local exchange companies.

Pursuant to Resolution T-15826, this surcharge will be applied to all end user intrastate telecommunications services, both within a service area and between service areas. This surcharge will appear on subscribers' bills as the California High Cost Fund-A (or CHCF-A) Surcharge, and will remain in effect until otherwise ordered by the Commission. The applicable CHCF-A surcharge, as set by the Commission, is identified in the Taxes and Surcharge section of this tariff.

The surcharge applies to all monthly service billed in advance and for all usage billed after January 1, 1996, except as noted below.

Exceptions:

- One-way Radio Paging Service
- Universal Lifeline Telephone Service (basic monthly exchange services)
- Coin Sent Paid Calling
- Services Provided under contracts executed on or before September 15, 1994
- Debit Card Calling
- Usage Charges for COPTs

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

- CPUC Reimbursement Fee
- Universal Lifeline Telephone Service Surcharge
- Deaf and Disabled Surcharge
- California High Cost Fund-A Surcharge
- California High Cost Fund-B Surcharge
- California Teleconnect Fund Surcharge

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 32 - California High Cost Fund-B Surcharge**

This surcharge provides universal service support to the high cost areas within the service areas of the five larger local exchange carriers.

Pursuant to Decision 96-10-066, this surcharge will be applied to all end user intrastate telecommunications services, both within a service area and between service areas. This surcharge will appear on subscribers' bills as the California High Cost Fund-B (or CHCF-B) Surcharge, and will remain in effect until otherwise ordered by the Commission. The applicable CHCF-B surcharge, as set by the Commission, is identified in the Taxes and Surcharge section of this tariff.

The surcharge applies to all monthly service billed in advance and for all usage billed on or after February 1, 1997, except as noted below.

Exceptions:

- One-way Radio Paging Service
- Universal Lifeline Telephone Service (basic monthly exchange services)
- Coin Sent Paid Calling
- Services Provided under contracts executed on or before September 15, 1994
- Debit Card Calling
- Usage Charges for COPTs

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

- CPUC Reimbursement Fee
- Universal Lifeline Telephone Service Surcharge
- Deaf and Disabled Surcharge
- California High Cost Fund-A Surcharge
- California High Cost Fund-B Surcharge
- California Teleconnect Fund Surcharge

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 33 - Discounted Services to Qualifying Entities**

Decision 96-10-066 authorizes discounted services for qualifying schools, libraries, hospitals and health clinics, and community based organizations.

33.1 Schools and Libraries

Qualifying schools and libraries shall be entitled to a 50% discount off tariffed rates for the following services: Measured business service, Switched 56, Integrated Services Digital Network (ISDN) service, T-1 service, and DS-3, or their functional equivalents. Only public and non-profit schools providing elementary or secondary education, and which do not have endowments of more than \$50 million, shall qualify for the discounted rates for schools. Only those libraries that are eligible for participation in state-based plans for funds under Title III of the Library Services and Construction Act, shall qualify for the discounted rates for libraries.

33.2 Hospitals and Health Clinics

Municipal and county government owned and operated hospitals and health clinics qualify for a 20% discount off tariffed rates for the following services: Switched 56, ISDN, T-1 and DS-3 services, or their functional equivalents.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 33 - Discounted Services to Qualifying Entities, (Cont'd.)**

33.3 Community Based Organizations (CBOs)

Qualifying CBOs shall be entitled to a 25% discount off tariffed rates for the following services: Switched 56, ISDN, and T-1 service, or their functional equivalents. Only tax exempt organizations offering health care, job training, job placement, or educational instruction, shall qualify for the discounted rates for CBOs. 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. In order to qualify for the CBO discount, the CBO must provide proof of qualification at the time of application.

33.4 The discounted rates available under this Rule may not be resold to, or shared with, any other non-qualifying entity or person.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 34 - California Teleconnect Fund Surcharge**

This surcharge provides universal service support for a program of discounted services to qualifying schools, libraries, hospitals and health clinics, and community based organizations.

Pursuant to Decision No. 96-10-066, this surcharge will be applied to all end user intrastate telecommunications services, both within a service area and between service areas. This surcharge will appear as a separate line item on subscribers' bills and be identified as the California Teleconnect Fund (or CTF ) Surcharge, and will remain in effect until otherwise ordered by the Commission. The applicable CTF surcharge, as set by the Commission, is identified in the Taxes and Surcharge section of this tariff.

The CTF surcharge applies to all monthly service billed in advance and for all usage billed on or after February 1, 1997, except as noted below.

Exceptions:

- Universal Lifeline Telephone Service
- Coin Sent Paid Calling
- Debit Card Messages
- One-way Radio Paging Service
- Usage Charges to COPTs
- Customers receiving service under contracts executed prior to September 15, 1994

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

- CPUC Reimbursement Fee
- Universal Lifeline Telephone Service Surcharge
- Deaf and Disabled Surcharge
- California High Cost Fund-A Surcharge
- California High Cost Fund-B Surcharge
- California Teleconnect Fund Surcharge

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 35 - Universal Emergency Telephone Number Service**

35.1 General

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call. This service may be furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. For this service, the municipality or government agency(s) designated by the customer as responsible for the control and staffing of the emergency report center is referred to as the "Agency".

35.1.1 When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the Agency. However, if the Agency is unable to provide this service, the operator will intercept and forward requests for emergency aid for a period of at least one year

35.1.2 911 service may be furnished for incoming calls only.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 35 - Universal Emergency Telephone Number Service, (Cont'd)**

35.1 General, (Cont'd)

- 35.1.3 For 9-1-1 service interruptions the Company has established Primary and Final routing for calls to the PSAP. The Company, through its intercarrier interconnection agreements, has established direct interconnection trunking facilities with the primary incumbent local exchange carrier serving the applicable territory. These trunking facilities carrying 9-1-1 traffic are directly connected with incumbent local exchange carrier's tandem switching facilities. The traffic is then routed by either tandem to the PSAP. If the Primary route is busy or out of service, the calls will route to an announcement. The announcement will state that "All Company circuits are busy now. Please hang up and try your call again."
- 35.1.4 The Company will abide by all terms and conditions regarding MSAG and the provision of 9-1-1 services required pursuant to the Commission's proceeding in any docket or dockets relating to this matter and with the entity's (county or municipality that is responsible under the laws of the jurisdiction) protocols for 911 service provision.
- 35.1.5 The Company's liability and its obligation to furnish 9-1-1/E9-1-1 Service are limited as described by Company liability and indemnification clauses spelled out in Rule 16 of this tariff incorporated herein by reference and the laws of the state in which this tariff applies.
- 35.1.6 The Company is not an insurer of persons or property. The liability of the Company to the subscriber, the customer or any other person for a loss or injury suffered or a liability incurred by any or all of them as a result of a failure in the 9-1-1/E9-1-1 Service shall be limited in accordance with the provisions of Rule 16 which are incorporated herein by reference. The subscriber or customer and any other persons who may be affected by a failure of the 9-1-1/E9-1-1 Service are advised that they should obtain insurance and take all other steps necessary to protect themselves against loss or injury which they may suffer or liability which they may incur as a result of failure of 9-1-1/E9-1-1 Service.



---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 35 - Universal Emergency Telephone Number Service, (Cont'd.)**

35.2 Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, 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, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 35 - Universal Emergency Telephone Number Service, (Cont'd.)**

35.2 Conditions of Furnishing Service, (Cont'd.)

By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 36 - Enhanced Universal Emergency Telephone Number Service**

36.1 General

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. The telephone user who dials the 911 number will not be charged for the call.

36.2 Regulations

36.2.1 This price list does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the company undertake such responsibility. The Agency shall make such operational tests as in their judgment are required to determine whether the system is functioning properly for its use. The Agency shall promptly notify the Company in the event the system is not functioning properly.

36.2.2 E911 information, consisting of the names, addresses, and telephone numbers of all telephone customers, is confidential. The Company will release such information to the Agency periodically for the update of their systems.

36.2.3 The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number ("ANI") and address ("ALI") associated with the originating station location are furnished to the PSAP, on a call by call basis, after an E911 call has been received.

36.2.4 Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all 911 calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 36 - Enhanced Universal Emergency Telephone Number Service, (cont'd)**

36.3 Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, including default routing, for any losses, claims, demands, suits, or any liability, 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, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever, including for default routing.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 37 - Minimum Period Of Service**

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

The Company may offer services which require a minimum use guarantee ("MUG") wherein the Subscriber agrees, in writing, to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement

Should the Subscriber choose to terminate their contract prior to expiration of the term agreed to in the MUG agreement, the Subscriber will be liable for the minimum usage requirements contained in the contract multiplied by the number of months remaining in the term, unless Subscriber converts to another Company service with equal or greater term and minimum usage commitment. If no termination of subscriber's contract, Subscriber will be liable for their monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

The initial contract period for service under this section is one month. Subsequent contract periods shall be for additional one-month periods unless otherwise specified.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 38 - Termination Liability Charge**

If a Subscriber terminates business network switched or dedicated services, to include private branch exchange trunk service and PRI T-1 or comparable services, in whole or in part, before the expiration of the contract period, the Subscriber shall pay to the Company an early termination liability charge for each disconnected service(s) or feature(s) equal to the applicable monthly rate for the MASSCOMM service(s) or feature(s) multiplied by the number of months remaining in the contract term.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 39 - Charges For Calls Placed Prior To Billing Period**

A bill shall not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill with the following exceptions:

A five-month backbilling period will apply to:

Collect calls

Credit Card calls

Third-party calls

"Error file" calls (Calls which cannot be billed due to the unavailability of complete billing information to the Carrier, including casual calls bills through LECs.)

A 1-1/2 year billing period will apply to cases involving toll fraud.

---

COMPETITIVE LOCAL CARRIER

---

**SECTION 2 - RULES, (CONT'D.)**

**Rule 40 - Emergency Contact Service**

40.1 Description

Emergency Contact Service (ECS) allows the Emergency 911 center to view the exact number or extension of the calling party within the premises of the Customer. This will direct the 911 dispatcher to the exact section and floor of the building from which the call originated. Customers who request ECS will provide the Company with a callback number for each DID number owned by the Customer. This callback number will then be incorporated into the 911 database for use by the Emergency 911 center

40.2 Availability

Emergency Contact Service is only available upon request and to those customers that support an ISDN PRI trunk.

40.3 Provisions of this service are at the sole discretion of the Customer. The Company assumes no liability for provision of this service except that covered for refunds in the event of service outages. Company's liability is limited as spelled out in Rule 16 (Sheet No. 116) of the tariff and are incorporated herein by reference and according to the laws of the state of California.

40.4 The Customer is responsible for providing accurate information relating to the location/locations of end-users Customers who request this service are required to provide the Company with a callback number for each direct inward dialing (DID) number owned by the Customer and are responsible for association of that number with an office location, suite location or other internal type location peculiar to the Customer's business address. This callback number will then be incorporated into the 911 database for use by the Emergency 911 center. The Customer is solely responsible to the Company for updates if any of the information provided is altered in any way.

40.5 Rate and Charges

Monthly Recurring Charge:	\$25.00
Installation Fee:	\$150.00