

(T) Common Point LLC (U 7211 C)
3243 Meadowbrook
Springfield, IL 62711

Schedule Cal. P.U.C. No. 1
1st Revised Cal. P.U.C. Sheet 1
Replaces Original Cal. P.U.C. Sheet 1

TARIFF SCHEDULE
Applicable to
INTRASTATE COMPETITIVE TELECOMMUNICATIONS SERVICES
of
COMMON POINT LLC

CHECK SHEET

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify matter 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.
- (S) To signify reissued regulation.
- (T) To signify a change in text but no change in rate or regulation.
- (Z) To signify a correction.

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SECTION 1 - GENERAL REGULATIONS

1.1 APPLICATION OF TARIFF

This Tariff contains regulations, rates and charges applicable to the provision of competitive access services by Common Point LLC (the "Company") to Customers.

The provision of competitive service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

A copy of this tariff will be made available for inspection at <http://www.commonpointtandem.com>.

SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.2 DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation, or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

CPUC - The California Public Utilities Commission.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY - Common Point LLC.

CUSTOMER - Any individual, partnership, association, corporation, or other entity which subscribes to the services offered under this Tariff, including both Interexchange Carriers and End Users.

SECTION 1 – GENERAL REGULATIONS (CONT'D)

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - Any Customer of an interstate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

ENTRY SWITCH - First point of switching.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this Tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

INTERSTATE COMMUNICATIONS - Any communications that cross over a state boundary. Interstate Communications include interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication which originates and

SECTION 1 – GENERAL REGULATIONS (CONT'D)

terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic, and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service Tariff, in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call, as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User's premises to a carrier's premises.

POINT OF TERMINATION - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations. In compliance with D.11-04-019, the Company adopts the demarcation tariff provisions for Sierra Telephone Company, Inc., as reflected in Schedule Cal.P.U.C. NO. A2, Rule 2.1.15.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The use of Switched Access Service for the completion

SECTION 1 – GENERAL REGULATIONS (CONT'D)

of calls from a carrier's premises to an End User's premises.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP - A set of trunks which are traffic-engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Toll VoIP-PSTN Traffic – A Customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. "Toll VoIP-PSTN Traffic" originates and/or terminates in IP format when it originates from and/or terminates to an End User Customer of a service that requires IP-compatible Customer Premises Equipment.

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WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.3 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service which it provides, and it does not undertake to transmit messages pursuant to this Tariff.

Services provided under this Tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Application for Service

- A) Service may be initiated based on a written or oral agreement between the Company and the Customer. In either case, prior to the agreement, the Customer shall be informed of all rates and charges for the services the Customer desires and any other rates or charges which will appear on the Customer's first bill.
- B) If the agreement is oral, within ten (10) days of initiating the service order, the Company will provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. The confirmation letter shall identify all material terms and conditions that could affect what the Customer pays for telecommunications services provided by the Company.
- C) A potential Customer who is denied service must be given the reason for the denial in writing within ten (10) days of the Customer's request for service.

2.1.2 Use of Service

- A) Service may be used for any lawful purpose by the Customer.
- B) The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title, and interest to such items remain, at all times, solely with the Company.
- C) Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.

SECTION 2 – RULES AND REGULATIONS (CONT'D)

- D) Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1.3 Limitations

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

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1.4 Use and Ownership of Equipment

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

2.2 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

2.3.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users, or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company in accordance with Section 2.6, below.

2.3.3 The Company reserves the right to assess a charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts.

2.3.4 Application of Late Payment Charge

Late payment charges do not apply to final accounts.

2.3.5 Pro-rating of Bills

Any pro-rated bill shall use a 30-day month to calculate the pro-rata amount. Pro-rating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to pro-rated amounts.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3.6 Notations and Information Included on Bills

- A) The Company's name shall be identified on each bill. Each bill must prominently display a toll-free number for service or billing inquiries, along with an address where the Customer may write. If the Company uses a billing agent, the bill must also include the name of the billing agent it uses.
- B) Each bill for telephone service will contain information indicating:
- (1) When to pay the bill;
 - (2) Billing detail including the period of service covered by the bill;
 - (3) The applicable late payment charge and when it will be applied;
 - (4) How to pay the bill;
 - (5) How to ask questions about the bill; and
 - (6) Information about network access for interstate calling.
- C) Each bill shall also include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 calendar days of presentation date. Should you question this bill, please request an explanation.

If you believe you have been billed incorrectly you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, CA 94102, or 320 West 4th Street, Suite 500, Los Angeles, CA 90013. To avoid having service disconnected, payment of the disputed bill should be made under protest to the CPUC or payment arrangements should be made agreeable to Common Point LLC pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties, and inform you of your recourse to pursue the matter further with the Commission."

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 DEPOSITS AND ESTABLISHMENT OF CREDIT

2.4.1 Each prospective Customer for service shall provide credit information satisfactory to the Company, or the prospective Customer may be required to pay a deposit in order to initiate service.

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

2.4.2 The amount of the security deposit shall be no greater than twice the estimated average monthly bill for the class of service for which the Customer has applied. The deposit may vary based on changes in the services purchased by the Customer and based on usage by the Customer.

2.4.3 The Customer shall be apprised that after one year of service, the account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this Tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.

SECTION 2 – RULES AND REGULATIONS (CONT'D)

- 2.4.4 The fact that a security deposit has been made in no way relieves the Customer from the obligation of prompt payment of bills upon presentation.
- 2.4.5 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- 2.4.6 When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.
- 2.4.7 Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will be added to the deposit using the three-month commercial paper rate published by the Federal Reserve Board, except that no interest shall be given if the customer has received a minimum of two notices of disconnection within a 12-month period.
- 2.4.8 Each deposit receipt shall contain the following statement:
- "This deposit, less the amount of any unpaid bills for service furnished by Common Point LLC, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 ADVANCE PAYMENTS

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months' estimated billing.

2.6 DISPUTED BILLS

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the Customer can make the following arrangement:

- A) The Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount.
- B) The undisputed portion of the bill must be paid by the due date shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
- C) If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Branch (CAB) of the California Public Utilities Commission to investigate the matter and render a decision regarding the dispute. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. However, the service will not be disconnected prior to the due date shown on the bill.
- D) The Company may not disconnect the Customer's service for nonpayment during the pendency of the investigation as long as the Customer complies with (B) and (C), above.
- E) The Company shall respond to CAB's requests for information within 10 business days.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

- F) CAB will review the claim of the disputed amount, communicate the results of its review to the Customer and Company, and make disbursement of the deposited amount.

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

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 INSPECTION, TESTING, AND ADJUSTMENT

- 2.7.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation, or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing, or removing any part of the Company's facilities.
- 2.7.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.

Suspension or termination shall not be made until:

- A) At least ten (10) days after written notification has been served personally on the Customer, or at least twenty (20) days after written notification has been mailed to the billing address of the Customer, or;
- B) At least ten (10) days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President of the United States or the Governor of California, or on days when the main business office of the Company is not open for business.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- A) Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B) Nonpayment for service for which a bill has not been rendered;
- C) Nonpayment for service which have not been rendered;
- D) Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures;
- E) Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

2.8.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless the Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

2.8.4 Request for Amortization of Unpaid Charges

Requests for amortization of unpaid charges may be made by calling the Company's toll-free number listed on the bill, or by contacting the Company at its business address, as listed on the bill. The Company shall respond to a request for amortization of unpaid charges within seven (7) business days of receipt of such a request.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8.5 Termination For Cause Other Than Nonpayment

A) General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

- (1) In the event of prohibited, unlawful, or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
- (2) If, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property, or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer, when injury or damage to telephone personnel, plant, property, or service is occurring, or is likely to occur; or
- (3) In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company; or
- (4) In the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within twenty (20) days after written notification.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

B) Prohibited, Unlawful, or Improper Use of The Facilities or Service

Prohibited, unlawful, or improper use of the facilities or service includes, but is not limited to:

- (1) The use of facilities or service of the Company without payment of Tariff charges;
- (2) Permitting fraudulent use.

C) Abandonment or Unauthorized Use of Facilities

(1) If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.

(2) In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:

- (a) No charge shall apply for the period during which service had been terminated, and
- (b) Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

D) Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8.6 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.9 REFUSAL OF SERVICE

CPUC Decision No. 91188 in Case No. 4930 requires that each communications utility operating under the jurisdiction of the CPUC include the provisions of the rule set forth in Appendix B of that Decision as a part of the rules in the Company's tariff schedules. Accordingly, Appendix B of Decision No. 91118, 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 for interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.

SECTION 2 - RULES AND REGULATIONS (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 communications utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber the communications utility shall promptly restore such service.

4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.

5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.

6. At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or delivery 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.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

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 copartnership, 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.

2.10 OBLIGATIONS OF THE CUSTOMER

2.10.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this Tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.10.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this Tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance, or removal of Company service.

2.10.4 Testing

The services provided under this Tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.10.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

2.10.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10.7 Jurisdictional Reports

For Switched Access Services, the Company will use the percentage of interstate originating Feature Group D usage to determine the Percent of Interstate Usage (PIU) to apply to all other switched access services provided by the Company to the Customer.

For Switched Access Services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the projection and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected PIU that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate any projected PIU provided to the Company. In the event that the required jurisdictional report is not provided, the Company's recorded or estimated PIU will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

2.10.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be pro-rated between interstate and intrastate. The percentage provided in the reports as set forth in Section 2.10.7 will serve as the basis for pro-rating the charges.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 DETERMINATION OF MILEAGE

Service for which rates are mileage-sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

2.12 CALCULATION OF MILEAGE

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor Tariffs. To determine the airline distance between any two locations, proceed as follows:

- A) Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- B) Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- C) Square each difference obtained in step B, above.
- D) Add the square of the "V" difference and the "H" difference obtained in step C, above.
- E) Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- F) 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.

Formula:

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

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(N)

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching, and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Section 3.2 following.

3.2 RATE CATEGORIES

The rate categories that apply to Switched Access Service, as provided by Company, are:

- A) Tandem Switching
- B) Tandem Switched Transport
- C) Tandem Switched Facility
- D) Tandem Switched Termination
- E) 8XX Data Base Query

(N)

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.2 RATE CATEGORIES

3.2.1 Service Definition

Tandem Switched Transport facilities are shared trunks that carry the combined traffic of more than one Interexchange Carrier from an end office to an access tandem where the calls are then switched onto trunks that are dedicated to individual Interexchange Carriers for transport from the access tandem to the serving wire center. Tandem Switched Transport service is provisioned in two parts: (1) transmission from the end office to the tandem over shared circuits; (2) the tandem switching function itself.

3.2.2 Billing Components

Tandem Switched Transport service is billed in two parts as applicable. First, (1) a usage-based, distance-sensitive Tandem Switched Facility charge applied to the shared interoffice transmission between the end office and the tandem. In addition, a usage-based Tandem Switched Termination charge is applied at each end of each measured Tandem Switched Facility segment. Distance is measured in airline miles between the end office and the tandem. Additionally, if the mileage is zero, no Facility or termination charges apply. Second, (2) a usage-based Tandem Switching charge is applied at each tandem that performs a tandem switching function.

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.3 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, *i.e.*, those actions, such as call gapping, which selectively cancels the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling, or national security demands.

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk-side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment, and the Company's traffic routing plans.

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines may also be made available to the Customer based on previously-arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance, *e.g.*, customer equipment blockage, failure results, and transmission performance. The data does not include service performance data provided under other Tariff sections, *e.g.*, testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.4 OBLIGATIONS OF THE CUSTOMER

The Customer has certain specific obligations pertaining to the use of Switched Access Service.

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

(A) Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2, above. Charges will be apportioned in accordance with those reports.

(B) Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company's option to ensure acceptable service levels.

3.4.2 On-Hook and Off-Hook Supervision

The Customer facilities shall provide the necessary on-hook and off-hook supervision fix accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count, and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously-arranged intervals and format.

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.5 RATE REGULATIONS

This Section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per-access-minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Service Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

A) Prior to Firm Order Confirmation Date:

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

B) On or After Firm Order Confirmation Date:

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a charge equal to the cost incurred in such installation less net salvage, or the charge for the minimum period.

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.5 RATE REGULATIONS

3.5.3 8XX Data Base Query

The 8XX Data Base Query Charge will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base. A Basic or Vertical Feature Query charge is assessed for each completed query returned from the data base identifying the Customer to whom the call will be delivered whether or not the actual call is delivered to the Customer. The Basic Query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 800 series calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same Customer identification as the basic query and vertical features which may include: (1) call validation, (ensuring that calls originate from subscribed service areas); (2) POTS translation of 800 series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 800 series calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3)). The Vertical Feature charge will be assessed for each feature used on a call.

(N)



(N)

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.6 IDENTIFICATION AND RATING OF VOIP-PSTN TRAFFIC

(A) Scope

(1) VoIP-PSTN Traffic is defined as traffic exchanged between a Company end user and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

(2) This section ("Identification and Rating of VoIP-PSTN Traffic") will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for Relevant VoIP-PSTN Traffic in accordance with the FCC Order.

(B) RATING OF VOIP-PSTN TRAFFIC

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed interstate switched access rates as specified in Common Point LLC's FCC Tariff No. 1. As of January 1, 2012, the applicable tariffed interstate switched access rates can be found in Sections 3, 4, and 5. Common Point's FCC Tariff No. 1. If a customer would like assistance finding a current version of Common Point's FCC Tariff, the customer may contact the Company toll free at 1-877-366-2674.

(N)

(N)

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.6 IDENTIFICATION AND RATING OF VOIP-PSTN TRAFFIC (CONT'D)

(C) CALCULATION AND APPLICATION OF PERCENT-VOIP-USAGE FACTOR

The Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the originating intrastate MOU exchanged between a Company end user and the customer. The PVU will be derived and applied as follows:

(1) The customer will calculate and furnish to the Company a factor (the "PVU-C") representing the percentage of the originating intrastate MOU that the customer exchanges with the Company in the State, that (a) is sent to the Company by the customer and that originated in IP format; or (b) is received by the customer from the Company and terminated in IP format. This PVU-C shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

(2) The Company will, likewise, calculate a factor (the "PVU-CP") representing the percentage of the Company's originating intrastate MOU in the State that the Company originates or terminates on its network in IP format. This PVU-CP shall be based on information, such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

(N)

(N)

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.6 IDENTIFICATION AND RATING OF VOIP-PSTN TRAFFIC (CONT'D)

(C) CALCULATION AND APPLICATION OF PERCENT-VOIP-USAGE FACTOR (CONT'D)

(3) The Company will use the PVU-C and PVU-CP factors to calculate a PVU factor that represents the percentage of originating intrastate MOU exchanged between a Company end user and the customer that is originated or terminated in IP format, whether at Company's end, at the customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-CP factor times (1.0 minus the PVU-C factor).

(4) The Company will apply the PVU factor to the originating intrastate MOU exchanged with the customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-CP is 10% and the PVU-C is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. The Company will bill 46% of the customer's intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-CP is 10% and the PVU-C is 0%. The PVU factor is $0\% + (100\% \times 10\%) = 10\%$. The Company will bill 10% of the customer's intrastate access MOU at Company's applicable tariffed interstate switched access rates.

Example 3: The PVU-C is 100%. No matter what the PVU-CP factor is, the PVU is 100%. The Company will bill 100% of the customer's intrastate access MOU at Company's applicable tariffed interstate switched access rates.

(5) If the customer does not furnish the Company with a PVU-C pursuant to the preceding paragraph 1, the Company will utilize a PVU equal to the PVU-CP.

(N)

(N)

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.6 IDENTIFICATION AND RATING OF VOIP-PSTN TRAFFIC (CONT'D)

(C) CALCULATION AND APPLICATION OF PERCENT-VOIP-USAGE FACTOR (CONT'D)

(D) INITIAL PVU FACTOR

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by the effective date of this Tariff, then once the factor is available and can be implemented the Company will adjust the customer's bills to reflect the PVU retroactively to the effective date of this Tariff. In calculating the initial PVU, the Company will take the customer-specified PVU-C into account retroactively to the effective date of this Tariff, provided that the customer provides the factor to the Company no later than four months after the effective date of this Tariff; otherwise, the Company will set the initial PVU equal to the PVU-CP, as specified in subsection (C)(5), above.

(E) PVU FACTOR UPDATES

The customer may update the PVU-C factor quarterly using the method set forth in subsection (C)(1), above. If the customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-C factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-C to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

(F) PVU FACTOR VERIFICATION

Not more than twice in any year, the Company may ask the customer to verify the PVU-C factor furnished to the Company and customer may ask the Company to verify the PVU-CP factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-C and PVU-CP factors.

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SECTION 4 - SPECIAL ARRANGEMENTS

4.1 SPECIAL CONSTRUCTION

4.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Tariffs, the charges will be based on the costs incurred by the Company (including return) and may include:

- A) nonrecurring charges;
- B) recurring charges;
- C) termination liabilities; or
- D) combinations of A, B, and C.

4.1.2 Termination Liability

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

- A) The period on which the termination liability is based is the estimated service life of the facilities provided.
- B) The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - (1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (a) equipment and materials provided or used;
 - (b) engineering, labor, and supervision;
 - (c) transportation; and
 - (d) rights of way and/or any required easements;
 - (2) license preparation, processing, and related fees;
 - (3) tariff preparation, processing, and related fees;
 - (4) cost of removal and restoration, where appropriate; and
 - (5) any other identifiable costs related to the specially-constructed or rearranged facilities.

SECTION 4 - SPECIAL ARRANGEMENTS (CONT'D)

4.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

4.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for services which vary from Tariff arrangements. Rates quoted in response to such requests may be different for Tariffed services than for those specified for such services in the Rates and Charges section of this tariff. ICB rates will be offered to Customers in writing and will be made available to similarly-situated Customers.

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SECTION 5 - RATES AND CHARGES

5.1	<u>Switched Access Service – Tandem Switched Transport *</u>		(T) ↑ ↓ (T) (T, R)
	5.1.1 <u>Tandem Switched Facility</u>		
	Per Originating Access Minute, per Mile**	\$ 0.000189	(T)
	Per Terminating Access Minute, per Mile**	\$ 0.000008	(T, R)
	5.1.2 <u>Tandem Switched Termination</u>		(T)
	Per Originating Access Minute, Per Term	\$ 0.000933	(T)
	Per Terminating Access Minute, Per Term	\$ 0.000694	(T, R)
	5.1.3 <u>Tandem Switching</u>		(T) ↑ ↓ (T)
	Per Originating Access Minute, Per Tandem	\$ 0.003507	
	Per Terminating Access Minute, per Tandem	\$ 0.003507	

* End Office Trunking is not available.

** maximum mileage charge of 10 miles, requires trunking to the tandem and not the end office.

5.2 Other Services

5.2.1	<u>Access Ordering</u>	<u>Non-Recurring Charge</u>
	A. <u>Access Order Charge</u>	
	- Per Order	\$136.00
	B. <u>Service Date Change Charge</u>	
	A Service Date Change Charge will apply, on a per-order per-occurrence basis, for each service date changed. The Access Order Charge as specified in 5.2.1(A) preceding does not apply.	
	- Per Order	\$ 53.00
	C. <u>Design Change Charge</u>	
	The Design Change Charge will apply on a per-order per- occurrence basis, for each order requiring design change.	
	- Per Order	\$ 53.00
	D. <u>Miscellaneous Service Order Charge</u>	
	- Per Occurrence	\$ 53.00

SECTION 5 - RATES AND CHARGES (CONT'D)

5.2.2 Additional Engineering

<u>Additional Engineering Periods</u>	<u>First Half Hour or Fraction Thereof</u>
A) Basic Time per engineer normally-scheduled working hours	\$ 25.35
B) Overtime per engineer outside of normally-scheduled working hours	\$ 38.02
C) Premium Time outside of scheduled work day, per engineer	\$ 50.69

These labor charges are applicable for the following:

- Additional Cooperative Acceptance Testing
- Additional Manual Testing
- Maintenance of Service

5.2.3 Additional Labor

<u>Additional Labor Periods</u>	<u>First Half Hour or Fraction Thereof</u>
A) <u>Installation or Repair***</u>	
Overtime, outside of normally-scheduled working hours on a scheduled work day, per technician	\$ 33.03
Premium Time, outside of scheduled work day, per technician	\$ 44.04

SECTION 5 - RATES AND CHARGES (CONT'D)

B) Stand by***

Basic time, normally-scheduled working hours, per technician	\$ 22.92
Overtime, outside of normally-scheduled working hours on a scheduled work day, per technician	\$ 34.37
Premium Time, outside of scheduled work day, per technician	\$ 45.83

***Additional Labor Periods

C) Testing and Maintenance with other Telephone Companies, or Other Labor Technician	<u>First Hour or Fraction Thereof</u>	
	<u>I/R Technician</u>	<u>CO</u>
- Basic Time per technician normally scheduled working hours	\$ 22.02	\$ 23.33
- Overtime per technician outside of normally-scheduled working hours on a scheduled work day	\$ 33.03	\$ 34.99
- Premium Time per technician outside of scheduled work day	\$ 44.04	\$ 46.65

SECTION 5 - RATES AND CHARGES (CONT'D)

	<u>Monthly Rate</u>	<u>Non-Recurring Charge</u>
5.2.4 <u>Specialized Service or Arrangements</u>	ICB	ICB
Specialized Service or Arrangements are provided on an individual case basis.		
5.2.5 <u>Entrance Facility</u>		
DS1 (1.544 Mbps) Entrance Facility, Installation		\$ 281.00
DS1 (1.544 Mbps), Entrance Facility, per Point of Termination	\$ 159.05	
DS3 (44.736 Mbps), Entrance Facility, Installation		\$ 307.00
DS3 (44.736 Mbps), Entrance Facility, per Point of Termination	\$ 1845.01	
5.2.6 <u>8XX Data Base Access Service Queries</u>		

Per Query	
Basic	\$0.0075
Vertical Feature	\$0.0080

(N)
 ↑
 ↓
 (N)

SECTION 5 - RATES AND CHARGES (CONT'D)

5.3 TAXES, FEES, AND SURCHARGES

Taxes, fees, and surcharges will be charged as set forth in Resolution T-16901. All telecommunications carriers are required to apply CPUC-mandated Public Program surcharge rates to intrastate services except for:

- 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.

The CPUC Reimbursement Fee will be charged pursuant to Resolution T-16901. All telecommunications carriers are required to apply the CPUC Reimbursement Fee to intrastate services except for:

- A) directory advertising and sales;
- B) terminal equipment sales;
- C) inter-utility sales to intrastate services
- D) Universal LifeLine Telephone Service (ULTS) billings, as of the implementation date of Ordering Paragraph 23 of D.10-11-033.

For a list of the Public Program surcharges and Reimbursement Fee, and the associated amounts, please refer to Pacific Bell/AT&T California tariff schedules Cal. P.U.C. No. A1.1.10, Cal. P.U.C. No. A2, and/or Cal. P.U.C. No. A5. The Pacific Bell/AT&T tariff schedules are available online at: <http://cpr.att.com/bsearch/servlet/carslt>. Further information regarding applicable surcharges and fees can be found on the CPUC's website at: <http://www.cpuc.ca.gov/PUC/Telco/Consumer+Information/surcharges.htm>.

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SECTION 6 - LIMITATION OF LIABILITY

- 6.1 The provisions of this rule do not apply to errors and omissions caused by willful conduct, fraudulent conduct, or violations of law.
- 6.2 In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- 6.3 The Company will not provide a credit allowance for interruptions of service caused by the Customer's facilities, equipment, or systems.
- 6.4 Except as provided in Section 6.3, above, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Company up to and including its local loop demarcation point, including exchange, 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 equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error, or defect, provided, however, that where any mistake, omission, interruption, delay, error, or defect in any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error, or defect.
- 6.5 Whenever commercial power or its equivalent is required to operate services or facilities provided by the Company at the Customer's premises, the Customer shall:
- A) Furnish such power which shall be suitable for the purpose;
 - B) Provide and maintain all necessary power wiring and power outlets in a suitable location and in a safe fashion; and
 - C) Allow the Company access to the power supply, if necessary.

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

SECTION 6 – LIMITATION OF LIABILITY (CONT'D)

- 6.6 Interruptions in Service Allowances: the following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company.
- A) The Company shall allow, for interruptions in service of 24 hours or more not due to conduct of the Customer, an amount equal to the pro rata charges for each 24-hour period, or major fraction thereof after the initial period or interruption in the following private line services and channels: private line telephone service; private line teletypewriter and Morse services; channels for data transmission; channels for remote metering, supervisory control and miscellaneous signaling purposes; continuous time announcement service; channels for one-way speech networks in connection with loudspeakers; channels for one-way program transmission networks in connection with loudspeakers; channels for farmer lines and toll service station lines; bells and lights system attack warning service.
 - B) Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of the Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty (30) days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.
 - C) Company shall allow for interruptions of 30 minutes or more not due to conduct of the Customer (including authorized users) an amount equal to the pro rata charges in half-hour multiples for each 30-minute period or major fraction thereof after the initial period, of interruption in the following private line services and channels:
 - (1) Private line telephone service;
 - (2) Private line teletypewriter and Morse services;
 - (3) Channels for data transmission;
 - (4) Channels for remote metering, supervisory control, and miscellaneous signaling purposes;
 - (5) Channels for the remote operation of private mobile radio-telephone systems;
 - (6) Channels for one-way speech networks in connection with loudspeakers;

SECTION 6 – LIMITATION OF LIABILITY (CONT'D)

- (7) Channels for one-way program transmission networks in connection with loudspeakers;
- (8) Special assembly services and channels for miscellaneous experimental purposes.

The allowance on item (1) preceding applies only to full-period service. The allowance on items (2) through (5) preceding applies only to service between separate exchange areas. The allowance on items (7) and (8) preceding applies only to interexchange and interdistrict channels.

- D) Company shall allow for interruptions of 30 seconds or more not due to conduct of the Customer or failure of facilities provided by the Customer an amount equal to the pro rata charges in five-minute multiples for each five-minute period or major fraction thereof of interruption in the following private line services and channels:
 - (1) Channels for program transmission in connection with loudspeakers, sound reproduction, or sound recording.
 - (2) Channels for video transmission in connection with television viewers.
- E) Company shall allow, for interruptions of short-period private line telephone service which aggregate one-sixth or more of the daily contract service not due to conduct of the Customer (including authorized users), an amount equal to the pro rata charges for the period of interruption (excluding lost time made up later in the same day at the Customer's request).
- F) Company shall allow for interruptions of two consecutive hours or more not due to conduct of the Customer or failure of facilities provided by the Customer, an amount equal to 1/720 of the fixed monthly charge for each hour or major fraction thereof of interruption in private line channels for television transmission for use in educational television systems.
- G) The Company shall allow an amount calculated as shown in Item (2), below, for interruptions in Dataphone Digital Service based on the Average Station Value, as defined in (1) below, and the length of the interruption, not due to conduct of the Customer or authorized user or failure of facilities provided by the Customer or authorized user or due to the failure of the Customer to authorize replacement of any element of special construction. The period during which no credit allowance will be made shall begin on the seventh day after the Customer receives the Company's notification of the need for such replacement and shall end on

SECTION 6 – LIMITATION OF LIABILITY (CONT'D)

the day after the Company receives the Customer's authorization for such replacement.

(1) Average Station Value

The average station value is calculated by dividing the total monthly charge for a service by the total number of stations on the service. The total monthly charge shall be comprised of all charges associated with the service, including charges for all equipment assigned to all Digital Station Terminals on the service.

(2) Credit Allowances for Interruptions

- (a) For the purpose of determining the amount of allowance, every month is considered to have 30 days and only those stations on the interrupted portions of a service shall be considered in determining the number of stations affected.
- (b) An interruption credit allowance is determined by (i) calculating the Average Station Value for one full day (Average Station Value divided by 30 (days)) (ii) multiplying the result of (i) by the "credit" as specified following then (iii) multiplying the result of (ii) by the number of stations affected.
- (c) Interruptions of 24 Hours or Less:

<u>Length of Interruption</u>	<u>Credit</u>
Less than 30 minutes	None
30 minutes to 3 hours	1/10 day
3 hours to 6 hours	1/5 day
6 hours to 9 hours	2/5 day
9 hours to 12 hours	3/5 day
12 hours to 15 hours	4/5 day
15 hours up to 24 hours	One day

Two or more interruptions of thirty (30) minutes or more during any period up to but not including three hours, shall be considered as an interruption.

SECTION 6 – LIMITATION OF LIABILITY (CONT'D)

(e) Interruptions Over 24 Hours:

Credit will be allowed in 1/5 day multiples for each three-hour period of interruption or fraction thereof. No more than one full day's credit will be allowed for any period of twenty-four (24) hours.

(f) For purposes of these regulations, an interruption is deemed to exist from the time it is reported to or detected by the Company.

6.7 Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:

- A) For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
- B) For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
- C) For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
- D) For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.
- E) For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.

SECTION 6 – LIMITATION OF LIABILITY (CONT'D)

6.8 Temporary Suspension for Repairs

- A) Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.
- B) When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or Customer's service.

6.9 Errors in Transmitting, Receiving, or Delivering Oral Messages by Telephone

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

6.10 Loss Arising From Non-Delivery of Written Messages

The Company shall be liable for loss or damage that may occur in the course of the employment of any messenger not to exceed twenty (20) times the charge for such messenger service, and shall not be liable for loss or damage that may occur in the transmission of any message over its lines not to exceed the amount received for sending same.