

**TTI NATIONAL, INC.**

**CALIFORNIA LONG DISTANCE CATALOG SCHEDULE NO. 1**

**FOR**

**RESIDENTIAL AND SMALL BUSINESS CUSTOMERS**

**This Catalog Schedule contains the rates and conditions  
applicable to Intrastate Interexchange Telecommunications Services  
between and among the points listed herein  
within the State of California.**

**EFFECTIVE 8/1/08**

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**Effective June 1, 2006, TTI National, Inc. (TTI) will no longer offer long distance service to new customers. Effective October 12, 2006, customers currently subscribed to TTI long distance service will no longer be able to move, add to, or make changes to their service.**

**CHANGE SHEET**

This sheet details the most recent revisions made to this Catalog Schedule.  
Any questions regarding this Catalog Schedule, please call 1-866-665-7586.

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## SECTION 1 - APPLICATION OF TARIFF

Effective August 1, 2001, pursuant to the direction of the Federal Communications Commission (FCC), TTI National is canceling its federal tariffs for services with certain exceptions, including those pertaining to exchange access, casual calling, and basic long distance service during a 45-day period for customers who sign up for TTI National service with a Local Exchange Carrier (LEC). International services for Residential and Small Business customers will also remain tariffed through January 27, 2002. Also, beginning August 1, service descriptions, definitions, terms and conditions, and pricing for state-to-state services no longer federally tariffed may be found at <http://www.ttinational.com> or by calling 1-800-893-5094.

## SECTION 2 - RATE SCHEDULES

### 2.1 General

- 2.1.1 Conversation Minutes, reflecting usage sensitive charges resulting from use of Service, are billed in increments of six (6) seconds. Following the initial period (minimum billing period), as defined in Section 4.2, all charges are rounded to the next higher six (6) second increment for billing purposes.
- 2.1.2 There are no installation charges or monthly recurring charges for these services, other than the pass-through installation charges and/or monthly recurring charges associated with the use of dedicated Access Lines provided by an underlying carrier.

### 2.2 Dedicated Access Lines

Dedicated Access Lines may be required to connect Customer locations to the POP of an underlying carrier. Such dedicated Access Lines, when required, shall be the sole responsibility of Customer. Notwithstanding such responsibility, Carrier shall, upon Customer's request, order such dedicated Access Lines from the underlying carrier on behalf of Customer, and shall pass-through to Customer without mark-up all related recurring and non-recurring charges.

### 2.3 Timing of Calls

- 2.3.1 Usage sensitive charges are based on the actual usage of Carrier's network. Such charges are measured in Conversation Minutes.
- 2.3.2 Chargeable time for Customer shall begin when the called party answers, as determined by hardware answer supervision, provided that such capabilities are available from the local telephone company. If hardware answer supervision is not available, then Carrier will employ software answer supervision, and up to sixty (60) seconds of ringing will be allowed before billing. Chargeable time for a call shall end upon disconnection by either party.
- 2.3.3 The initial period (minimum call duration) for billing purposes varies by service offering and is indicated in Section 4.2.
- 2.3.4 Unless otherwise specified in this Catalog Schedule, usage for billing purposes is measured and rounded to the next higher six (6) second increment after the initial period.
- 2.3.5 No charges apply for incomplete calls. If Customer believes it has been incorrectly billed for an incomplete call, Carrier shall, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

### 2.4 Initial Periods

The initial period for all services is six (6) seconds.

**2.5 Basic Service Rates**

**2.5.1 Dial Access Business Service**

Dial Access Business Service is a time-of-day outbound long distance service. Dial Access Business Service Customers utilize Feature Group D access.

Usage Sensitive Charges (\$ Per Increment of Seconds):

	Day	Day	Non-Day	Non-Day
	<u>First 6</u>	<u>Add'l 6</u>	<u>First 6</u>	<u>Add'l 6</u>
InterLATA	0.0414	0.0138	0.0333	0.0111
IntraLATA	0.0240	0.0080	0.0240	0.0080

**2.5.2 Dial Access Business Service Plus**

Dial Access Business Service Plus is an outbound long distance service. Dial Access Business Service Plus Customers utilize Feature Group D access.

Usage Sensitive Charges (Measured in 6 Second Increments):

InterLATA Rate Per Minute (All Rate Periods)	\$ 0.1150
IntraLATA Rate Per Minute (All Rate Periods)	\$ 0.0894

**2.5.3 Dial Access Business Service Carrier Specific**

Dial Access Business Service Carrier Specific is an outbound long distance service using a specified underlying carrier.

**2.5.3.1 Dial Access Business Service Carrier Specific - WiTel Service A**

Usage Sensitive Charges (Measured in 6 Second Increments):  
 Per Minute Rates (All Rate Periods)

InterLATA Rate - Peak: \$0.0993	Off Peak: \$0.0853
IntraLATA Rate - Peak: \$0.0773	Off Peak: \$0.0773

**2.5.3.2 Dial Access Business Service Carrier Specific - WiTel Service B**

Usage Sensitive Charges (Measured in 6 Second Increments):  
 Per Minute Rates (All Rate Periods)

InterLATA Rate - Peak: \$0.0853	Off Peak: \$0.0725
IntraLATA Rate - Peak: \$0.0664	Off Peak: \$0.0664

**2.5.3.3 Dial Access Business Service Carrier Specific - WiTel Service C**

Usage Sensitive Charges (Measured in 6 Second Increments):  
 Per Minute Rates (All Rate Periods)

InterLATA Rate - Peak: \$0.1150	Off Peak: \$0.0888
IntraLATA Rate - Peak: \$0.0805	Off Peak: \$0.0805

#### 2.5.3.4 Dial Access Business Service Carrier Specific - IXC Service A

Usage Sensitive Charges (Measured in 6 Second Increments):  
Per Minute Rates (All Rate Periods)

InterLATA Rate - \$0.1082  
IntraLATA Rate - \$0.0913

#### 2.5.3.5 Dial Access Business Service Carrier Specific - IXC Service B

Usage Sensitive Charges (Measured in 6 Second Increments):  
Per Minute Rates (All Rate Periods)

InterLATA Rate	\$0.0929
IntraLATA Rate	\$0.0784

#### 2.5.3.6 Dial Access Business Service Carrier Specific - IXC Service C

Usage Sensitive Charges (Measured in 6 Second Increments):  
Per Minute Rates (All Rate Periods)

InterLATA Rate	\$0.1127
IntraLATA Rate	\$0.0951

#### 2.5.4 Dedicated Access Business Service

Dedicated Access Business Service is an outbound long distance service. Dedicated Access Business Customers utilize dedicated Access Lines to connect the underlying carrier's POP to Customer's premises.

Usage Sensitive Charges (Measured in 6 Second Increments):

InterLATA Rate Per Minute (All Rate Periods)	\$ 0.0774
IntraLATA Rate Per Minute (All Rate Periods)	\$ 0.0690

#### 2.5.5 Dedicated Access Business Service Carrier Specific

Dedicated Access Business Service is an outbound long distance service provided through a specific carrier that is offered to business Customers. Dedicated Access Business Service Customers utilize dedicated Access Lines. Dedicated Access Business Service Carrier Specific is an outbound long distance service using a specified underlying carrier.

#### 2.5.5 Dedicated Access Business Service Carrier Specific

##### 2.5.5.1 Dedicated Access Business Service Carrier Specific - WiTel

Usage Sensitive Charges (Measured in 6 Second Increments):  
Per Minute Rates (All Rate Periods)

InterLATA Rate - Peak: \$0.0696	Off Peak: \$0.0595
IntraLATA Rate - Peak: \$0.0621	Off Peak: \$0.0531

#### 2.5.6 Dial Access 800 Service

Dial Access 800 Service is an inbound long distance service. Dial Access 800 Service calls are terminated over Customer's local telephone lines.

Usage Sensitive Charges (Measured in 6 Second Increments):

InterLATA Rate Per Minute (All Rate Periods)	\$ 0.1150
IntraLATA Rate Per Minute (All Rate Periods)	\$ 0.0894
Non-Usage Sensitive Charges:	
Per 800 Number Per Month	\$ 2.00

### 2.5.7 Dial Access 800 Service Carrier Specific

Dial Access 800 Service is an inbound long distance service offered to business Customers. Dial Access 800 Service calls are terminated over the Customer's local telephone lines. Dial Access 800 Service Carrier Specific is a long distance service using a specified underlying carrier.

#### 2.5.7.1 Dial Access 800 Business Service Carrier Specific - IXC Service A

Usage Sensitive Charges (Measured in 6 Second Increments):  
Per Minute Rates (All Rate Periods)

InterLATA Rate -	\$0.1411
IntraLATA Rate -	\$0.1411
Non-Usage Sensitive Charges:	
Per 800 Number Per Month	\$ 2.00

#### 2.5.7.2 Dial Access 800 Business Service Carrier Specific - IXC Service B

Usage Sensitive Charges (Measured in 6 Second Increments):  
Per Minute Rates (All Rate Periods)

InterLATA Rate -	\$0.1241
IntraLATA Rate -	\$0.1241
Non-Usage Sensitive Charges:	
Per 800 Number Per Month	\$ 2.00

#### 2.5.7.3 Dial Access 800 Business Service Carrier Specific - WiTel A

Usage Sensitive Charges (Measured in 6 Second Increments):  
Per Minute Rates (All Rate Periods)

InterLATA Rate - Peak: \$0.0993	Off Peak: \$0.0853
IntraLATA Rate - Peak: \$0.0773	Off Peak: \$0.0773
Non-Usage Sensitive Charges:	
Per 800 Number Per Month	\$ 2.00

#### 2.5.7.4 Dial Access 800 Business Service Carrier Specific - WiTel B

Usage Sensitive Charges (Measured in 6 Second Increments):  
Per Minute Rates (All Rate Periods)

InterLATA Rate - Peak: \$0.0853	Off Peak: \$0.0725
IntraLATA Rate - Peak: \$0.0664	Off Peak: \$0.0664
Non-Usage Sensitive Charges:	
Per 800 Number Per Month	\$ 2.00

#### 2.5.7.5 Dial Access 800 Business Service Carrier Specific - WiTel C

Usage Sensitive Charges (Measured in 6 Second Increments):  
Per Minute Rates (All Rate Periods)

InterLATA Rate - Peak:	\$0.1150	Off Peak:	\$0.0888
IntraLATA Rate - Peak:	\$0.0805	Off Peak:	\$0.0805
Non-Usage Sensitive Charges:			
Per 800 Number Per Month			\$ 2.00

#### 2.5.8 Dedicated Access 800 Service

Dedicated Access 800 Service is an inbound long distance service. Dedicated Access Plus 800 Service calls are terminated over dedicated Access Lines from the underlying carrier's POP to Customer's premises.

Usage Sensitive Charges (Measured in 6 Second Increments):

InterLATA Rate Per Minute (All Rate Periods)	\$ 0.0774
IntraLATA Rate Per Minute (All Rate Periods)	\$ 0.0690
Non-Usage Sensitive Charges:	
Per 800 Number Per Month	\$ 2.00

#### 2.5.9 Dedicated Access 800 Service Carrier Specific

Dedicated Access 800 Service is an inbound long distance service offered to business Customers. Dedicated Access 800 Service calls are terminated over dedicated Access Lines. Dial Access Business Service Carrier Specific is a long distance service using a specified underlying carrier.

##### 2.5.9.1 Dedicated Access 800 Carrier Specific Service - WilTel

Usage Sensitive Charges (Measured in 6 Second Increments):

InterLATA Rate Per Minute (All Rate Periods)	\$ 0.0696
IntraLATA Rate Per Minute (All Rate Periods)	\$ 0.0595
Non-Usage Sensitive Charges:	
Per 800 Number Per Month	\$ 2.00

#### 2.5.10 Executive Travel Card Service

Executive Travel Card Service is a time-of-day banded outbound long distance service. This service allows Customers to place calls from locations other than their primary service location through the use of 800 number network access and an Authorization Code.

Usage Sensitive Charges (Measured in 6 Second Increments):

InterLATA Rate Per Minute (All Rate Periods)	\$ 0.2300
IntraLATA Rate Per Minute (All Rate Periods)	\$ 0.2300
Non-Usage Sensitive Charges:	
Per Call Charge	\$ 0.40

#### 2.5.11 Travel Card Service Carrier Specific

Travel Card Service is an outbound long distance service offered to both residential and business customers. This service will enable the customer to call from locations other than the primary site using a specific access code. Travel Card Service Carrier Specific is an outbound long distance service using a specified underlying carrier.

##### 2.5.11.1 Travel Card Service Carrier Specific - TTI Service A

Usage sensitive charge per call (Measured in 6 Second Increments)

InterLATA Rate Per Minute (All Rate Periods)	\$ 0.2300
IntraLATA Rate Per Minute (All Rate Periods)	\$ 0.2300
Per Call Charge	\$ 0.40

**2.5.11.2 Travel Card Service Carrier Specific - TTI Service B**

Usage sensitive charge per call (Measured in 6 Second Increments)

InterLATA Rate Per Minute (All Rate Periods)	\$ 0.2400
IntraLATA Rate Per Minute (All Rate Periods)	\$ 0.2400
Per Call Charge	\$.40

**2.5.11.3 Travel Card Service Carrier Specific - TTI Service C**

Usage sensitive charge per call (Measured in 6 Second Increments)

InterLATA Rate Per Minute (All Rate Periods)	\$ 0.2500
IntraLATA Rate Per Minute (All Rate Periods)	\$ 0.2500
Per Call Charge	\$.40

**2.5.12 Combined Business Calling Plan Service**

Combined Business Calling Plan Service is an outbound, inbound (800) and travel card service. The Combined Business Calling Plan contains two options: Option A is geared towards residential and small business customers and Option B is geared towards medium-sized business customers.

Conversation Minutes for Combined Business Calling Plan Switched Access Service are billed in eighteen (18) second initial increments and are rounded to the next higher six (6) second increment thereafter. Conversation Minutes for Combined business calling Plan Dedicated Access Services are billed in six (6) second initial increments and are rounded to the next higher six (6) second increment thereafter (except dedicated inbound (800) product calls are billed in thirty (30) second initial increments). Combined Business Calling Plan Travel Card Service is billed at an initial sixty (60) second increment and rounded to the next higher six (6) second increment thereafter. Applicable rate schedules for Combined Business Calling Plan Services are provided below:

Option A - Base Rates

	<u>Switched</u>	<u>Dedicated</u>
Outbound	.0625	.0456
Inbound (800)	.0625	.0456

Option B - Base Rates

	<u>Switched</u>	<u>Dedicated</u>
Outbound	.0688	.0502
Inbound (800)	.0688	.0502

Travel Card

Option A	\$ .2500
Option B	\$ .1950
Option C	\$ .1750

### 2.5.13 Business Benefit Service

Effective March 13, 2001 this service is no longer available to new subscribers.

#### 2.5.13.1 Description

Business Benefit Service offers a unified service for single or multi-location Customers using switched and toll-free (in WATS) termination. The Business Benefit package includes the availability of outbound and inbound (toll-free).

#### 2.5.13.2 Usage Charges

Billing Increments: Business Benefit Switched Outbound Access Service is billed in six (6) second increments and is rounded to the next higher six (6) second increment with an eighteen (18) second per call minimum, Business Benefit Switched Inbound Access Service is billed in six (6) second increments and is rounded to the next higher six (6) second increment with an eighteen (18) second per call minimum; International, Business Benefit Service is billed in six (6) second increments and is rounded to the next higher six (6) second increment with an thirty (30) second per call minimum. All fractional per call charges will be rounded to the nearest whole cent.

Per Minute Rate Schedules

	<u>Rate Per Minute</u>	<u>Directory Assistance</u>
Switched Outbound and Inbound	\$0.0625	\$1.99
IntraLATA	\$0.0600	\$1.99

### 2.5.14 Business Benefit Term Plan

2.5.14.1 The Business Benefit Term Plan is a term plan, in lieu of all other tariffed term plans. This plan is only available to customers subscribing to Business Benefit Service. Customers who subscribe to service via the Business Benefit Term Plan are subject to the following conditions:

Definition of Terms For purposes of the Business Benefit Term Plan, the following definitions apply.

Qualifying Volume is the customer's total usage of the following, after the application of promotional and other discounts: domestic and international inbound; outbound; Card. Charges for the following are not included as Qualifying Volume and are not calculated in satisfaction of the Business Benefit Term Plan volume commitment: Directory Assistance usage and surcharges; recurring and non-recurring charges; Operator Assisted usage and surcharges; monthly recurring and non-recurring charges; and taxes.

2.5.14.2 Term Commitment and Renewal Options: A customer must commit to service for a term of either month-to-month, one or two years. The term of service will commence with the provisioning of service following the execution of the Business Benefit Term Plan agreement. A plan will automatically renew for an equivalent term and volume commitment upon expiration of its term, unless the customer provides written notification to cancel the Business Benefit Term Plan, which must be received by no more than 30 days after expiration of the existing term. If the customer cancels the existing term plan within 30 days after expiration of the existing term, the customer will receive the discounts for which the customer qualifies during the 30-day period following the expiration of the existing term of service.

2.5.14.3 Volume Commitment: A customer must meet a monthly minimum usage requirement of \$25.00 excluding taxes, fees, monthly recurring and non-recurring usage charges.

- 2.5.14.4 Underutilization Charges: The following charges will apply.
- 2.5.14.5 Beginning in the month following execution of the Business Benefit Term Plan, if at the end of any monthly period of the term of service, a customer fails to satisfy its monthly volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume usage in that monthly period and the customer's monthly volume commitment.
- 2.5.14.6 Cancellation or Discontinuance With Liability: Discontinuance of all services furnished under the Business Benefit Term Plan prior to the expiration of the committed term of service constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge as follows:
- 2.5.14.6.1 Customers subscribing under an annual volume commitment will be required to pay a charge in an amount equal to (i) the Under-utilization Charge for the monthly period of termination and, (ii) the customer's monthly volume commitment for each month remaining in the annual period of termination.
- 2.5.14.6.2 Rates: Customers will receive the following per minute rates based upon term commitment:
- InterLATA:
- |                |          |
|----------------|----------|
| Month-to-Month | \$0.0625 |
| 1 and 2 Year   | \$0.0600 |
- IntraLATA:
- |                |          |
|----------------|----------|
| Month-to-Month | \$0.0520 |
| 1 and 2 Year   | \$0.0500 |

## 2.5.15 Wholesale Affinity Program

- 2.5.15.1 Description  
The Wholesale Affinity Program is a benefit package which allows individual users who are members of participating business entities to take advantage of the following per minute rates.
- 2.5.15.2 Usage Rates:
- Outbound and Inbound Switched Voice Service: \$0.0625
- (Calls will be billed in six-second increments and rounded to the next higher six-second increment with an eighteen-second per call minimum. All fractional per call charges will be rounded to the nearest whole cent.)
- Calling Card Service: \$0.145  
Standard Calling Card Service: \$0.160
- (Calling Card calls will be billed in six-second increments and rounded to the next higher six-second increment with a sixty-second per call minimum. All fractional per call charges will be rounded to the nearest whole cent.)

## 2.5.16 Affinity Program

The Company offers discounts ranging from 1% to 25% off its Combined Calling Plan Service or reduced per unit rates to members of entities which agree to sponsor or otherwise promote the Company and its service offerings. The actual discount level(s) or rate(s) per unit will vary depending on total number of members and/or total combined membership billings.

2.5.16.1 Affinity Programs Option A

Under this plan members of Affinity Program Option A are Customers who subscribe to service through a Sponsor, which is not a Customer under this Option.

Rates: Switched outbound and switched inbound call charges are subject to an 18-second minimum initial period and additional 6-second increments. If the computed charges for a call include a fraction of a cent, the fraction will be rounded to the nearest whole cent.

The following per-minute usage charges will apply:

<u>Call Type</u>	<u>Per-Minute Rate</u>
Switched Outbound	\$0.06
Switched Inbound	\$0.06

**2.5.17 Business Benefit Month to Month Only Term Plan**

The Business Benefit Month to Month Only Term Plan is a term plan, in lieu of all other tariffed term plans. This plan is only available to customers subscribing to Business Benefit Service who can demonstrate to the Company's reasonable satisfaction that 100 percent of the customer's usage which is calculated in satisfaction of the customer's monthly volume commitment under this Term Plan is usage carried by an interexchange telecommunications carrier other than TTI National prior to the customer's enrollment in this Term Plan. Customers who subscribe to service via the Business Benefit Term Plan are subject to the following conditions:

2.5.17.1 Definition of Terms: For purposes of the Business Benefit Month to Month Only Term Plan, the following definitions apply.

Qualifying Volume is the customer's total usage of the following, after the application of promotional and other discounts: domestic and international inbound; outbound; Card. Charges for the following are not included as Qualifying Volume and are not calculated in satisfaction of the Business Benefit Month to Month Only Term Plan volume commitment: Directory Assistance usage and surcharges; recurring and non-recurring charges; Operator Assisted usage and surcharges; monthly recurring and non-recurring charges; and taxes.

2.5.17.2 Term Commitment and Renewal Options: A customer must commit to service for a term of either month-to-month, one or two years. The term of service will commence with the provisioning of service following the execution of the Business Benefit Month to Month Only Term Plan agreement. A plan will automatically renew for an equivalent term and volume commitment upon expiration of its term, unless the customer provides written notification to cancel the Business Benefit Month to Month Only Term Plan, which must be received by no more than 30 days after expiration of the existing term. If the customer cancels the existing term plan within 30 days after expiration of the existing term, the customer will receive the discounts for which the customer qualifies during the 30-day period following the expiration of the existing term of service.

2.5.17.3 Volume Commitment: A customer must meet a monthly minimum usage requirement of \$25.00 excluding taxes, fees, monthly recurring and non-recurring usage charges.

2.5.17.4 Underutilization Charges: The following charges will apply.

Beginning in the month following execution of the Business Benefit Month to Month Only Term Plan, if at the end of any monthly period of the term of service, a customer fails to satisfy its monthly volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume usage in that monthly period and the customer's monthly volume commitment.

2.5.17.5 Cancellation or Discontinuance With Liability: Discontinuance of all services furnished under the Business Benefit Month to Month Only Term Plan prior to the expiration of the committed term of service constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge as follows:

2.5.17.5.1 Customers subscribing under an annual volume commitment will be required to pay a charge in an amount equal to (i) the Under-utilization Charge for the monthly period of termination and, (ii) the customer's monthly volume commitment for each month remaining in the annual period of termination.

2.5.17.5.2 Rates: Customers will receive the following per minute rates based upon term commitment: Month-to-Month \$0.0600

#### **2.5.18 Agency Program No. 1**

Agency Program No. 1 offers 1+, dedicated outbound, inbound, and calling card service during all time of day rate periods. Customers may enroll in any one of the following program options: (1) one-year term plan for switched access service; (2) one-year term plan for dedicated access service; or (3) month-to-month plan for switched access service only.

Term Plans: Term plan customers are subject to the monthly minimums as follows:

Switched access	\$ 25
Dedicated access	\$1000

Term plan customers are also subject to the following provisions:

1. Underutilization: For each monthly period of a customer's term of service in which a customer's Agency Program No. 1 usage charges (including intrastate usage, but not including any other applicable charges imposed by the Company or a third party) fails to equal or exceed the applicable monthly minimum, the customer will be billed and required to pay an amount equal to the difference between the customer's actual usage and the applicable monthly minimum.
2. Termination with Liability: If a customer terminates service prior to the expiration of the customer's term of service under this plan, the customer will be billed and required to pay an amount equal to the applicable monthly minimum for each monthly remaining in the customer's term of service at the time of actual termination. These charges will apply in addition to all incurred usage charges.

#### Billing Increments

1+, dedicated outbound, and inbound calls will be subject to an 18-second minimum duration. Calls that are more than 18 seconds will be billed in 6-second increments. Calling card calls will be subject to a 60-second minimum call duration, and calls that are more than 60 seconds will be billed in 6-second increments. If the computed charge for a call includes a fraction of a cent, the charge will be rounded to the nearest whole cent.

#### Rates:

1+, Dedicated Outbound and Inbound Service: Customers will be charged the following per minute rates for 1+, dedicated outbound, and inbound intralata/intrastate calls.

<u>Switched Inbound/Outbound</u>		<u>Dedicated Inbound/Outbound</u>	
Month-to-Month:	\$0.0600	1-Year:	\$0.0412
1-Year:	\$0.0500		

Calling Card: Customers will be charged \$0.149 per minute for calling card calls. No per call surcharge will apply.

#### **2.5.19 New Business Benefit Service**

New Business Benefit Service offers a unified outbound and inbound service for single or multi-location Customers using switched, dedicated, and/or New Business Benefit calling card access. The New Business Benefit package includes the availability of outbound, inbound (toll free) and calling card services.

New Business Benefit Switched Outbound Service, Dedicated Outbound Service, Switched Inbound Service, and Dedicated Inbound Services are billed in an eighteen (18) second initial increment and is rounded to the next higher six (6) second increment, Switched Inbound Service is billed in an eighteen (18) second initial increments and is rounded to the next higher six (6) second increment. New Business Benefit Calling Card Service is billed at an initial sixty (60) second increment and rounded to the next higher six (6) second increment thereafter. All fractional per call charges will be rounded to the nearest whole cent.

#### Rates and Charges

Customers will be charged the following per minute usage charges for New Business Benefit Service Switched Outbound and Switched Inbound Service.

#### Switched Outbound/Inbound available on a Month-to-Month basis:

Option 1: Available to all customers of New Business Benefit Service on a month-to-month basis.

InterLATA: \$0.0500

IntraLATA: \$0.0500

Option 2: Available to eligible members of a qualified services affinity group on a month-to-month basis.

InterLATA/IntraLATA: \$0.0450

Option 3: Available to eligible members of a qualified Direct Sales Affinity Member Group on a month-to-month basis.

InterLATA: \$0.0500

IntraLATA: \$0.0500

Option 5: Available to new and existing residential and business customers of New Business Benefit Service subscribing via Switched Access on a month to month basis that agree to meet a \$25.00 minimum monthly usage agreement.

InterLATA/IntraLATA: \$.0590

#### Dedicated Outbound/Inbound

Option 4: Available to all customers of New Business Benefit Service subscribing via Dedicated Access who commit to a 1 or 2 year term and a monthly volume usage commitment of \$1,000.

InterLATA/IntraLATA: \$0.0412

Calling Card Service

The following per-minute rate will apply to card usage: \$0.139

Term Plans:

Term/Volume Commitment

Customers who access New Business Benefit Service via dedicated access (Option 4) must subscribe to the Service under a term plan, which equals or exceeds 1 year. The qualifying volume usage of a customer who accesses New Business Benefit via Dedicated access must equal or exceed \$1,000 in each monthly period of the Term of service. Qualifying volume usage only includes Dedicated Inbound/Outbound service.

UnderUtilization Charge

If at the end of any monthly period of the term of Service, a customer fails to satisfy its monthly volume usage commitment, the Customer must pay the difference between the customer's actual volume usage in the monthly period and the customer's monthly qualifying volume usage commitment of \$1,000. (Applies to Option 4 only.)

Cancellation or Discontinuance With Liability:

Discontinuance of all services furnished under the New Business Benefit Term Plan prior to the expiration of the committed term of service constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge as follows:

Customers subscribing under an annual volume commitment will be required to pay a charge in an amount equal to i) the Underutilization Charge for the monthly period of termination, and ii) the customer's monthly volume commitment for each month remaining in the annual period of termination.

**2.5.21 TTI / ICG Service Plan I**

TTI / ICG Service Plan I offers service for outbound, inbound (toll free) and calling card service for single or multi-location Customers formerly subscribed to service provided by ICG Inc. prior to October 1, 2000. A Payphone Use Charge and Directory Assistance per-call charge will apply to this service in lieu of standard tariffed charges in this Catalog Schedule for those services.

Usage Sensitive Charges:

Dial-1 Rate Per Minute: (Measured in 6-second initial and 6-second additional increments)

Intralata Dial-1 Peak: \$0.0650 (8:00am - 4:59pm Monday - Friday)  
Intralata Dial-1 Off-Peak: \$0.0650 (5:00pm - 7:59am Monday - Friday; all day  
Saturday and Sunday and Holidays)

Interlata Dial-1: \$0.0590  
Dedicated (voice): \$0.0650  
(IntraLATA Intrastate, Inbound and Outbound)

NOTE: 40% Discount applies to all intrastate usage for dedicated customers only.

The following are Company-recognized Holidays, determined at the location of the calling station, for purposes of this plan:

New Year's Day January 1	Thanksgiving Day As Federally Observed
Memorial Day As Federally Observed	Christmas Day December 25
Independence Day July 4	

Calling Card: (Measured in 30-second initial and 6-second additional increments)

Rate Per Minute (All Rate Periods):	\$0.2760
Per Call Charge:	\$0.00
Payphone Use Charge:	\$0.25
Directory Assistance:	\$0.50

Volume Discounts: A volume discount will apply to customers under this plan based on monthly usage charges (volume) as set forth below. This discount will apply to intralata usage only. This discount is only available to customers under this plan who were also enrolled in ICG local exchange service.

<u>Volume</u>	<u>Discount Percentage</u>
\$0 - \$199.99	21.88%
\$200 - \$999.99	32.29%
\$1,000 - \$4,999.99	42.71%
\$5,000 +	53.13%

#### **2.5.22 TTI/ICG Service Plan II**

TTI/ICG Service Plan II offers service for outbound, inbound (toll free) and calling card service for single or multi-location Customers formerly subscribed to service provided by ICG Inc. on or after October 1, 2000. A Payphone Use Charge and Directory Assistance per-call charge will apply to this service in lieu of standard tariffed charges in this Catalog Schedule for those services.

Usage Sensitive Charges (Measured in 6 second increments):

Dial-1 Rate Per Minute: (Measured in 6-second initial and 6-second addition increments)

Intralata Dial-1:	\$0.0500
Interlata Dial-1:	\$0.0500

Dedicated (voice): \$0.0650  
(IntraLATA Intrastate, Inbound and Outbound)

NOTE: 40% Discount applies to all intrastate usage for dedicated customers only.

Calling Card: (Measured in 30-second initial and 6-second additional increments)

Rate Per Minute (All Rate Periods):	\$0.2760
Per Call Charge:	\$0.00
Payphone Use Charge:	\$0.25
Directory Assistance:	\$0.50

#### **2.5.23 Business Success Service**

Provides outbound and toll free switched and dedicated service and calling card service to single or multi-location Customers.

Service Availability:

a) Service Types:

Business Success Service Switched Outbound and Inbound, which is outbound and toll free service which originates and terminates, respectively via switched access;

Business Success Service Dedicated Outbound and Inbound, which is outbound and toll free service which originates and terminates, respectively via dedicated access;

Business Success Service Outbound Calling Card Service, which is service which originates via calling card access.

b) Service Option Availability:

Business Success Service Switched Outbound and Inbound, and Outbound Calling Card Service, is available on a month-to-month basis. Customer may enroll in Business Success Service Outbound Calling Card Service without enrolling in other Business Success Service offerings.

Business Success Service Dedicated Outbound and Inbound Service is available under a 1 or 2 year term of service under a Business Success Service Dedicated Service Term Plan.

Customers who subscribed to service via this term plan are subject to the following conditions:

Definition of Terms:

For purposes of the Business Success Service Term Plan, the following definition applies: Qualifying Volume is the customer's total domestic and international Business Success Service Dedicated Outbound Service usage after the application of promotional and other discounts. The following are not included as Qualifying Volume: Directory Assistance charges; monthly recurring and non-recurring charges; and taxes.

Term Commitment and Renewal Options:

A Customer must commit to service for a term of 1 or 2 years. The term of service will commence with the provisioning of service following the execution of the Business Success Service Dedicated Service Term Plan by a customer and the Company. A plan will automatically renew for an equivalent term and volume commitment upon expiration of its term, unless the customer provides written notification to cancel the New Business Benefit Dedicated Service Term Plan, which must be received by the Company no more than 30 days after expiration of the existing term. If the customer cancels the existing term plan within 30 days after expiration of the existing term, the customer will receive the discounts for which the customer qualifies during the 30-day period following the expiration of the existing term of service.

Volume Commitment:

A customer's Qualifying Volume usage must equal or exceed \$3,000.00 in each monthly period of the term of service. Beginning with the fourth month after customer enrolls in this service.

Underutilization Charge:

If during any monthly period of the term of service, a customer fails to satisfy its monthly volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume usage in that monthly period and the customer's monthly volume commitment.

Cancellation or Discontinuance with Liability:

Discontinuance of all services furnished under the Business Success Dedicated Service Term Plan prior to the expiration of the committed term of service constitutes discontinuance of the plan. Customers subscribing to the Business Success Service Dedicated Term Plan who discontinue the plan will be required to pay a charge in an amount equal to i) the Underutilization Charge for the monthly period of the termination and ii) the customer's monthly volume commitment for each month remaining in the annual period in which termination occurs.

Monthly Minimum Charge:

Business Success Service Switched Outbound and Inbound, and Outbound Calling Card Service: A \$25.00 per-account per-month minimum charge will apply if a customer's usage charges under this plan are less than \$25.00 per account per month. This per-account charge will be applied against the customer's Business Success Service usage in the month it is charged.

Business Success Service Dedicated Outbound and Inbound Service For switched outbound and toll free service: No minimum charge will apply to this service.

Rates and Charges:

Usage Sensitive Charges:

Business Success Service switched and dedicated outbound and inbound service:

Dial-1 and Toll Free Rate Per Minute (Measured in 18-second initial and 6-second additional increments):

Switched: \$0.0362

Dedicated: \$0.0250

Business Success Service Calling Card Service: Customers may elect either Business Success Calling Card Option 1 or Business Success Calling Card Option 2 as describe bellow. All Calling Card calls are measured in 18-second initial and 6-second additional increments:

Business Success Calling Card Option 1: Customers of Business Success Calling Card Option 1 will receive a per minute rate of \$0.139 and a per call surcharge of \$0.00 for all Business Success Service direct dial Calling Card Calls.

Business Success Calling Card Option 2: For a monthly recurring charge of \$0.99, customers of Business Success service will receive a per-minute rate of \$0.099 and a per-call surcharge of \$0.00 for all Business Success Service direct dial calling card calls.

**2.5.24 Advanced Call Service**

Advanced Call Service is a Switched Outbound Dial 1, and Switched Inbound Toll Free 800 service with a Switched Outbound Calling Card service available to customers with single or multiple locations on a month-to month basis. No monthly minimum and no monthly recurring charges will apply to this service. Usage sensitive charges will apply 24 hours a day, 7 days a week. All Dial 1 and Toll Free calls are measured in 60 second initial increments and 60 second additional increments. All Calling Card calls are measured in 18 second initial increments and 6 second additional increments.

Usage Sensitive Charges:

Outbound (Dial 1):	\$0.049
Billing Period:	60 seconds, initial 60 seconds, additional

Inbound (Toll Free 800):	\$0.049
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Outbound (Calling Card):	\$0.1390/minute
Billing Period:	18 seconds, initial 6 seconds, additional

Directory Assistance:	\$0.85/ per call
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**2.6 Taxes and Surcharges**

**2.6.1 Applicable Taxes**

In addition to the charges specifically pertaining to the Company's services, certain federal, state, and municipal surcharges, taxes, and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the end user for the Company's intrastate services.

Such charges include, but are not limited to, the surcharges and fee set forth below:

CPUC Reimbursement Fee	0.18%
Universal Lifeline Surcharge	0.00 %*
California Relay Service/D.E.A.F. Surcharge	0.00%
California High Cost Fund-A	0.21%
California High Cost Fund-B	2.2%
California Teleconnect Fund	0.000%
DDTP Surcharge	0.30%
TPIC Surcharge	0.00%

2.6.2 Special Access Surcharge

In addition to the local access charge a monthly recurring Surcharge may apply on a per voice grade equivalent basis. The Surcharge will apply to those channels which terminate at a Customer's PBX or equivalent devices that can connect with local exchange lines and trunks, irrespective of whether the interconnection capability exists in the Customer's premises equipment or in a Centrex CO type switch.

For multipoint channels one Surcharge will apply for each termination at the customer's premises.

The Company will automatically assess the Surcharge unless the Customer provides the Company with a written certification of exemption for each applicable local channel provided under this Catalog Schedule.

- 2.6.3 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.

Those channels exempt from the Surcharge include the following:

- a) a termination that by the nature of its operating characteristics could not make use of exchange carrier common lines.
- b) a termination that interconnects either directly or indirectly to the local exchange network where the usage is subject to carrier common line charges.
- c) a termination that the customer certifies to the Company is not connected to a PBX or other device capable of interconnecting the private line facility to a local exchange subscriber line.
- d) a termination used for telex service, radio, or television program transmission.

If the customer submits a written certification indicating the exemption status has changed, the Company will cease billing the surcharge from the date such notice was received. If the status of the channel was changed prior to receipt of the written certification of exemption, the Company' liability for credit shall be limited to the credit the Company received for payment of the surcharge from the local exchange company.

In the event that a customer provides the Company with a written certification of exemption for a particular channel, and the exchange carrier from whom the Company obtains that channel advises the Company that the Surcharge is in fact applicable to that particular channel, the customer is liable for all applicable Surcharge payments assessed the Company by the exchange carrier.

2.6.4 Emergency Telephone Users Surcharge (911)

A 0.69% surcharge will be applied to the billing for telecommunications services set forth in this Catalog Schedule, exclusive of federal and local excise taxes, for the purpose of funding Emergency Telephone User Service (911).

2.6.5 Municipal Utility Users Tax

When any municipality or political entity imposes any fees or taxes based on the receipts of the company, these shall be added pro rata, when practical, to the rates for telecommunications services set forth in this Catalog Schedule in an amount sufficient to recover such fees or taxes from those customers residing in such municipalities or political entities.

**2.7 Other Service Charges**

2.7.1 Account Codes

Monthly Charge for Non-Verified Account Codes:	None
Monthly Charge for Verified Account Codes:	\$10.00

2.7.2 Re-establishment of Service

Non-Recurring Charge for Re-establishment of Service:	\$ 20.00
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2.7.3 Returned Check

Returned Check Charge (Per Check):	\$ 20.00
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2.7.4 Directory Assistance: A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One number may be requested per each directory assistance call. The Directory Assistance charge applies to each call, regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number.

Charge Per Directory Assistance Call:	\$1.99
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**2.8 Employee Concessions**

No employee concessions are offered under this Catalog Schedule.

**2.9 Special Promotions**

Carrier may, from time to time, waive or vary the rates and charges associated with certain services for promotional, market research, or other similar purposes. In no case, shall the resulting rates and charges exceed the rates and charges listed in this Catalog Schedule for the same services.

**SECTION 3 - RESERVED FOR FUTURE USE**

**SECTION 4 - RULES**

**RULE 4.1 - DEFINITIONS**

**Access Line** - A facility arrangement which connects Customer's location to Carrier's network switching center.

**Account Code** - A series of digits entered by Customer to associate a call with a particular department, cost center, or client. A non-verified Account Code shall be accepted if it contains the proper number of digits. A verified Account Code shall only be accepted if it can be matched with a number on the list of valid Account Codes provided by Customer.

**Authorization Code** - A numerical code, one or more of which are available to Customer to enable it to access Carrier's network, and which are used by Carrier both to prevent unauthorized access to its facilities and to identify Customer for billing purposes. Multiple authorization codes may be assigned to identify individual users on the account.

**Carrier** - TTI National, Inc.

**Commission** - The California Public Utilities Commission

**Conversation Minutes** - For billing purposes calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when either party disconnects.

**Customer** - The company, individual, or other entity which orders or uses Service and is therefore responsible for the payment of charges due and for compliance with Carrier's tariff regulations.

**Day** - From 8:00 AM up to but not including 5:00 PM Monday through Friday.

**Non-Day** - All hours other than those included in the Day period, as indicated above.

**Off Peak** - The period of time during any given day that begins at 5:01 PM and ends at 7:59 AM. This period is specified to categorize charges for communications usage.

**Peak** - The period of time during any given day that begins at 8:00 am and ends at 5:00 pm. This period is specified to categorize charges for communications usage.

**POP** - A point-of-presence of the underlying carrier within the state or LATA.

**Service** - Any or all service(s) provided by Carrier pursuant to this Catalog Schedule.

**Underlying Carrier** - The carrier that furnishes switches and transmission facilities for the carriage of the customer services upon the order of TTI National, Inc. d/b/a Verizon Business Services

#### **RULE 4.2 – DESCRIPTION OF SERVICE**

- 4.2.1 The Company provides interexchange carrier 24-hour interLATA and intraLATA intrastate long distance telephone services between points in California. The services furnished herein are for the transmission and reception of voice, data and other types of communications. Services provided pursuant to this Catalog Schedule may be utilized only for the transmission of communications by customers consistent with the terms of this Catalog Schedule, the rules and regulations of the state of California.

#### **RULE 4.3 – APPLICATION OF SERVICE**

- 4.3.1 Application for service may be made verbally or in writing. These applications become contracts upon the establishment of service. The Company may also require a signed authorization from the Customer for additions or changes to existing service.
- 4.3.2 Any change in rates or regulations prescribed by the California Public Utilities Commission

automatically modifies the terms and regulations of contracts to the extent of such change.

- 4.3.3 An application for service cancelled by the customer or by the Company prior to the establishment of service applied for is subject to the provisions of Rule No.11.

#### **RULE 4.4 - CONTRACTS**

- 4.4.1 Contracts or written agreements for communications service will not be required as a condition precedent to services except:

- \* As may be required by conditions as set forth in the Company's regular schedules and Rules approved or accepted by the Public Utilities Commission of the State of California.
- \* In the case of "special" or "custom services" where the Company, at the request of a subscriber furnished service or facilities at rates under conditions other than those filed in its currently effective tariff schedules.

Each such contract or agreement shall contain a provision indicating the understanding of the parties that:

"This contract of agreement shall not become effective until authorization of the Public Utilities Commission of the State of California is first obtained."

#### **RULE 4.5 – SPECIAL INFORMATION REQUIRED ON CONTRACT FORMS**

- 4.5.1 Each contract for service will contain substantially the following provision:

"This contract shall at all times be subject to such changes or modifications by the California State Public Utilities Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction."

#### **Rule 4.6 – ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT**

##### **4.6.1 Establishment of Credit**

Each applicant for service will be required to establish credit, which will be established as follows:

- \* Applicant's credit is otherwise established to the satisfaction of the Carrier, after completion of the credit application or by other means.
- \*\* Applicant makes the deposit prescribed in Rule No. 7.

##### **4.6.2 Re-establishment of Credit**

4.6.2.1 Any subscriber whose service has been temporarily or permanently discontinued for non-payment of bills will be required to pay any unpaid balance due to the Company and may be required to pay a reconnection charge, if applicable, and to re-establish credit by making the deposit prescribed in Rule 7 before service is again provided.

4.6.2.2 If service is terminated by the Company or customer, the customer will be responsible for payment of all charges accruing on the customer's account up to the last day of the notification periods described in Rule 9. In the event the Company is unable to disconnect the customer's access line by the requested cancellation date, the customer will be responsible for any usage over the line, but will not be responsible for any minimum usage requirement or monthly recurring charges.

#### **RULE 4.7 – ADVANCE PAYMENTS, DEPOSITS AND GUARANTORS**

#### **4.7.1 Advance Payments**

At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service charges and/or the service connection charges which may be applicable. The amount of the first month's services is credited to the Customer's account on the first bill rendered.

#### **4.7.2 Deposits**

The Company may require a deposit before providing service, or at anytime after service has commenced, upon reasonable prior notice. If the requested deposit is not paid, the Company may immediately terminate service. The deposit will not exceed applicable installation plus minimum usage charges, if any, plus up to two months estimated usage charges.

For the period the deposit is held by the Company, the rate of interest will be the prevailing CD rate at the time the deposit is received. The deposit and accrued interest are refundable at the time of termination of service. The Company, in its sole discretion, may refund the deposit and interest thereon to customer at any time prior to termination, in which event the customer may elect to apply the deposit and interest to future invoices or receive a payment. The Company reserves the right to apply the customer's deposit and accumulated interest against the customer's unpaid balance at any time. The customer's deposit and accrued interest at the rate of 7% will be refundable at the end of twelve (12) months.

Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.

#### **4.7.3 Guarantors**

In lieu of a deposit, the Company may accept written guarantee. The Company will release the guarantor upon the customer's prompt and timely payment of all charges for twelve consecutive billing periods. Payment of a charge is satisfactory if it is received prior to the date the charge becomes delinquent and it is not returned for insufficient funds or closed account. The Company may withhold a guarantee pending the resolution of a dispute with respect to charges secured by such guarantee.

### **RULE 4.8 – NOTICES**

- 4.8.1** The Company may require a deposit before providing service, or at anytime after service has commenced, upon reasonable prior notice. If the requested deposit is not paid, the Company may immediately terminate service. The deposit will not exceed applicable installation plus minimum usage charges, if any, plus up to two months estimated usage charges.
- 4.8.2** Written notice must be given upon Termination of Service for non-payment.
- 4.8.3** Written notice must be given for all major rate increases to a customer's service.

### **RULE 4.9 – RENDERING AND PAYMENT OF BILLS**

- 4.9.1** Service is provided and billed on a monthly basis. Service continues to be provided until 30 days after the Company's receipt of a written request from the Customer for the disconnection of service, unless other restrictions apply. Payment is to be made to the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to the charges for the Company's services, the Customer shall pay any applicable federal, state or local use, excise, sales or privileges taxes resulting from the services furnished by the Company. Such

taxes shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.

- 4.9.2** The Customer is responsible for payment of all charges for service furnished by the Company. This includes payment for calls or services (a) originated at the Customer's number(s) whether authorized or not; (b) accepted at the Customer's number(s) (e.g. 800 Service and collect calls); (c) billed to the Customer's number via third number billing, a calling card, a company-assigned authorization code, travel card number, or other special billing number; and/or (d) incurred at the specific request of the Customer.
- 4.9.3** A Customer of 800 Service is responsible for payment for all calls placed to or via the Customer's 800 Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer provided systems, equipment, facilities or services interconnected to the Customer's 800 Service, which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public who dial the Customer's 800 number by mistake.
- 4.9.4** If notice of a dispute with respect to charge is not received, in writing, within 30 days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety. Accounts not paid within 30 days from the due date stated on the bill will be considered delinquent. Delinquent payments may result in the imposition of a late fee at the rate of 1.5% of the unpaid balance per month or the maximum allowable rate under applicable state law.
- 4.9.5** A bill shall not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls, and "Error File" calls (those which cannot be billed, due to the unavailability of complete billing information to the company) which shall have a five-month backbilling period. In cases of toll fraud, a backbilling period of 1-1/2 years will apply.
- 4.9.6** The Company will make retroactive billing adjustments for a period not to exceed three years.
- 4.9.7** The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for service.
- 4.9.7.1** Applicants or Customers whose credit worthiness is not acceptable to the Company or is not a matter of general knowledge, may be denied service or may be required to make, at any time, a deposit in an amount equaling up to three months, actual or estimated, charges for the services provided. The Company may increase the amount of any deposit previously required if, in the Company's sole discretion, it is reasonably necessary under the circumstances.
- 4.9.7.2** In the case of a cash deposit, interest will be paid for the period during which the deposit is held by the Company. If the Company, in its sole discretion, determines that the Customer is not capable of satisfying its payment obligations, services may be cancelled by the Company upon written notice.
- 4.9.7.3** At the Company's option, such deposit may be refunded or credited to the Customer at, or any time prior to, termination of service. The Customer may elect to apply the deposit to future invoices or receive a payment of the deposit amount. However, if any balance is outstanding on the Customer's account at the time of cancellation, the Company reserves the right to apply the Customer's deposit and accumulated interest against the Customer's unpaid balance.
- 4.9.8** In the event the Company incurs fees or expenses, including attorney's fees, court costs, costs of investigation and related expenses in collecting, or attempting to collect, any charges owed to the

Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

- 4.9.9** In the event that a check or draft tendered by a Customer is returned, a fee of \$15 will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is a bank error, in which case documentary evidence is required to waive the fee.
- 4.9.10** All stated charges in this Catalog Schedule are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this Catalog Schedule. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice.

#### **RULE 4.10 – DISPUTED BILLS**

- 4.10.1** In the case of a dispute between the customer and the Company regarding a bill for services furnished, which cannot be resolved with mutual satisfaction, the customer can make the following arrangement:
- 4.10.2** That in lieu of paying the disputed amount he may deposit this with the California Public Utilities Commission's Consumer Affairs Branch which can be contacted by writing or calling one of the following locations:

505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703-1170  
(415) 703-2032\*  
(800) 649-7570 (toll free)

107 S. Broadway  
Los Angeles, CA 90012  
(213) 897-2975  
(213) 897-0426\*  
(800) 649-7570 (toll free)

\* Provides translation assistance between hearing and/or speech impaired persons.

- 4.10.3** The undisputed portion of the bill and subsequent bills must be paid in accordance with Rule No. 9 to avoid discontinuance of service.
- 4.10.4** The Commission 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.
- 4.10.5** Failure to make such a deposit within 60 days after the date of the bill may warrant discontinuance of service without further notice.

#### **RULE 4-11 – DISCONTINUANCE AND RESTORATION OF SERVICES**

- 4.11.1** For any of the following reasons, the Company may discontinue service upon at least 10 days' notice or cancel an application for all services without incurring any liability. Separate accounts for the same Customer are also subject to this provision.
- 4.11.1.1** In the event that a Customer's bill remains unpaid after more than 30 days following rendition of the bill.

- 4.11.1.2** In the event of a violation of any regulation governing the service under this Catalog Schedule, when necessitated by conditions beyond the Company's control, a violation of any law, rule, or regulation of any government authority having jurisdiction over the service.
- 4.11.1.3** Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- 4.11.2** The Company, by written notice to the Customer, may, without incurring any liability, cancel or suspend the provision of service or equipment for non-payment of any sum due to the Company from the Customer, whether pursuant to service offered under this Catalog Schedule or otherwise, or as a result of actions of a government agency which forces discontinuance of the provision of service or equipment, or for violation or threatened violation of any of the terms or conditions of this Catalog Schedule by the Customer or authorized user, or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors or as otherwise permitted by this Catalog Schedule. Cancellation will be effective on the date specified on the notice.
- 4.11.3** If a Customer of 800 Service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend service temporarily and/or deny requests for additional service. In case of disconnection, the Customer will be notified in writing by fax or U.S. Postal Service in advance of the disconnect.
- 4.11.4** Service may be canceled by the Customer only on not less than 30 days written notice to the Company. In the event the Company is unable to disconnect the Customer's access line by the requested cancellation date, the Customer will be responsible for any usage over the line.
- 4.11.5** The discontinuance of service by the Company pursuant to the Section does not relieve the Customer of any obligations to pay the Company for charges due and owed for service(s) furnished up to the time of discontinuance.
- 4.11.6** The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 4.11.7** Except as otherwise provided in this Catalog Schedule or as specified in writing by the party entitled to receive service, notices may be given orally or in writing to the person(s) whose name(s) and business address(es) appear on the executed service order.
- 4.11.8** Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.
- 4.11.9** The Customer shall pay a cancellation charge for services that require special facilities dedicated to its use when the Customer cancels the order before service begins or prior to the expiration of the service term or if service is cancelled for nonpayment or failure to make a requested deposit. The charge will be equal to the non-recoverable portion of expenditures or liabilities incurred expressly for the Customer and the sum of the monthly recurring or minimum usage amount remaining through the end of the term. The Customer is liable for any charges assessed by the interconnecting telephone company providing the dedicated local access line.
- 4.11.10** Emergency Circumstances - The Company will postpone a discontinuance for a period of time not to exceed 21 days if the telephone services is necessary to obtain emergency medical assistance for a person who is a member of the household where the telephone service is provided and where such person is under care of a physician. Any person who alleges such an emergency shall provide the Company with reasonable evidence of such necessity upon request.

**RULE 4-12 – OPTIONAL RATES AND INFORMATION PROVIDED TO THE PUBLIC**

- 4.12.1 The rates to be charged and paid to the Company for specialized communications service will be the rates legally in effect and on file with the Public Utilities Commission of the State of California. Schedules of rates for service in effect in a particular territory will be kept at a point within that territory where they will be available for public inspection during regular business office hours.
- 4.12.2 In the event of the adoption by the Company of new or optional schedules of rates, the Company will advise those of its subscribers who may be affected, that such new or optional rates are effective.
- 4.12.3 In the event a subscriber desires service under a schedule other than that applicable to his present service, the rates for the new service will be applied on the effective date of the change.

**RULE 4-13 TEMPORARY SERVICE**

- 4.13.1 The minimum period for service will be one month for all services, except where a special service is requested.

**RULE 4-14 – CONTINUITY AND SERVICE AND LIMITATION OF LIABILITY**

- 4.14.1 Liability of the Company  
Except as provided in this Section, the Company's sole liability for any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from or in any way attributable to acts or omissions of the Company relating to the installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under this Catalog Schedule shall be limited not to exceed an amount equal to the monthly recurring charge to the customer for one (1) month, if any, or as otherwise set forth in the outage credit provision of this Catalog Schedule provided, however, that:
- 4.14.1.1 The Company's liability for its willful misconduct is not limited by this Catalog Schedule;
- 4.14.1.2 The Company is not liable for any failure of facilities or performance of services due to causes beyond its control including, but not limited to, civil disorder, fire, flood, storm or other natural or man-made disasters or elements, labor problems or regulations issued by or action taken by any government agency having jurisdiction over the Company or its services or equipment.
- 4.14.1.3 The Company shall have no liability to any person or entity other than its customer.
- 4.14.1.4 The Company shall not be liable for, and shall be fully indemnified and held harmless by the customer against the following:
- .1 Any claim, loss, expense or damage (including but not limited to, reasonable attorney's fees and expenses) for engaging in a criminal enterprise, defamation, libel, slander, invasion of privacy, infringement of copyright or patent, arising from or in connection with the material, data, information, or other content transmitted over the services or facilities furnished by the Company.
  - .2 Any claim, loss, expense or damage (including, but not limited to, reasonable attorneys' fees and expenses ) for any act or omission of the customer or its agents and contractors, or due to the failure or Customer-provided equipment, facilities, systems or services.
  - .3 Any claim, loss, expense or damage (including, but not limited to, reasonable

attorneys' fees and expenses ) for personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

.4 Any use by the customer of the Company's products or services which use has been restricted or limited by action of a government agency having jurisdiction over the customer, the Company or its products or services.

- 4.14.1.5** All or a portion of the service may be provided over facilities of third parties, and the Company shall not be liable to the customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.
- 4.14.1.6** Where any claim arises out of the Company's acting as a Resp Org or where the Company's 800 Service is not made available on the date committed to the customer, or cannot otherwise be made available after the Company's acceptance of the customer's order, or is provided with a number(s) other than the one(s) committed by the Company to the customer, or the number(s) is not included in the 800 Service Directory Assistance or is included in an incorrect form, or Vertical Features are not obtained or are obtained in error, and any such failure(s) is due solely to the negligence of the Company, in such case the Company's liability, if any, is limited to the lesser of (a) the actual monetary damages incurred and proved by the customer as the direct result of such failure(s), or (b) the sum of \$1,000.
- 4.14.1.7** The Company shall not be liable for the use, misuse or abuse of a customer's 800 Service by third parties, including, without limitation, the customer's employees or members of the public who dial the customer's 800 number by mistake. Compensation for any injury the customer may suffer due to the fault of others must be sought from such other parties.
- 4.14.1.8** In the event that the Company causes the misrouting of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.
- 4.14.1.9** The Company reserves the right to immediately suspend or cancel without advance written notice and without any liability whatsoever, the provision of 800 Service to any 800 Service Customer if the Company determines in its sole discretion that the Customer is using the 800 Service to make or permit any telephone facility under such Customer's control to be used for any purpose or activity, including but not limited to any obscene, indecent or harassing purpose or activity, prohibited by Section 223 of the Communications Act of 1934, as amended, and 800 calls placed with the intent of gaining access to a Customer's outbound calling services without authorization from the Customer.

**4.14.2** Liability of the Customer

- 4.14.2.1** The Customer shall be responsible for damages to the Company's facilities caused by the act or omission of the Customer, its authorized users, officers, directors, employees, agents, contractors, licensees or invitees.
- 4.14.2.2** The Customer shall provide access to the Customer's or authorized user's premises by the Company personnel for inspection, repair and/or removal of any facilities or equipment of the Company on an unrestricted basis, 24 hours a day, 7 days a week.
- 4.14.2.3** The Customer will guarantee the performance by its authorized user(s) of all provisions of this Catalog Schedule and contractual obligations between the Customer and the Company. The Customer will be liable for the acts or omissions of its authorized

user(s) relative to the compliance with the provision of this Catalog Schedule.

**4.14.2.4** The Customer may not assign or transfer to a third party, whether by operation of law or otherwise, the right to use the services provided under this Catalog Schedule, provided however, that where there is not interruption of use or relocation of the services, such assignment or transfer may be made to the following:

- .1 Another Customer of the Company, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including but not limited to all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any; or
- .2 A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including but not limited to all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any.

If the Customer wishes to assign or transfer the right to use services provided under this Catalog Schedule, written consent of the Company is required prior to such assignment or transfer which consent may be granted or withheld in the sole discretion of the Company. All regulation and conditions contained in this Catalog Schedule shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

**4.14.2.5** The Customer of the Company's 1+, 0+ (sent paid) and/or 800 Service is responsible for payment for all calls placed:

- .1 via the Customer's local telephone service number(s);
- .2 via dedicated access lines to the Company facilities and/or network;
- .3 via the Customer's 800 Service number(s) either intentionally or mistakenly placed;
- .4 originated at the Customer's number(s);
- .5 accepted at the Customer's number(s) (e.g. collect calls); and
- .6 billed to the Customers number via third number billing.

This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service, Customer provided systems, equipment, facilities, services interconnected to the Customer's local telephone service, 0+ (sent paid), dedicated lines or 800 Service; which use misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public.

**4.14.2.6** The Customer must obtain an adequate number of access lines for 800 Service to handle its expected demand in order to prevent interference or impairment of the service or any other service provided by the Company. The Company will have the right to determine such adequacy giving due consideration to (1) the total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period.

The Company, without incurring any liability, may disconnect or refuse to furnish 800 Service to any Customer that fails to obtain an adequate number of lines. In the case of disconnections, the Customer will be notified in writing in advance of the termination of service.

- 4.14.2.7** Any mistakes, accidents, omissions, interruptions, delays, errors or defects in transmission or service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer, by others, through the use of Customer-provided facilities or equipment, or through the use of facilities or equipment furnished by any other person using the Customer's facilities shall not result in the imposition of any liability upon the Company. The Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including the costs of any local exchange company labor and materials. The Company shall be indemnified, defended and held harmless by the Customer against any and all claims, demands, causes of action and liability relating to services provided pursuant to this agreement, including payment of the Company's reasonable attorney's fees.

**4.14.3** Credit Allowance

- 4.14.3.1** No credit will be allowed for relinquishing facilities in order to perform routine maintenance.
- 4.14.3.2** Credit for failure of service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this Catalog Schedule, all equipment, facilities and/or services for which the Company renders a bill for payment are considered provided by the Company whether or not the equipment, facilities and/or services are owned and operated by the Company.
- 4.14.3.3** No credit will be allowed for failures of service or equipment due to Customer user-provided facilities or any act or omission of the Customer or its authorized user(s).
- 4.14.3.4** Credit allowance time for failure of service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the service has been restored and an attempt has been made to notify the Customer.
- 4.14.3.5** The Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain whether the failure is caused by Customer-provided equipment. Only those portions of the service or equipment operation materially interfered with will be credited.

**4.14.4** Outage Credit

- 4.14.4.1** No credit shall be given for an interruption of less than 2 hours.
- 4.14.4.2** The Customer shall be credited for an interruption of 2 hours or more at the rate of 1/360th of the monthly charge for the facilities affected for each period of 2 hours or major fraction thereof that the interruption continues. (A billing period has 30 days and service is provided 24 hours a day, 7 days a week. Every month will have 720 hours.)
- 4.14.4.3** Where a minimum usage charge is applicable and the Customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of 2 hours or major fraction thereof that the interruption continues.

**RULE 4-15 – USE OF SERVICE**

- 4.15.1** Services furnished by the Company may not be used for any unlawful purpose, including business, governmental, residential or other use.
- 4.15.2** No restrictions apply on sharing or resale of services. The customer remains liable for all obligations under this Catalog Schedule notwithstanding such sharing or resale and regardless of the Company's knowledge of same.
- 4.15.3** Use of the services herein in a manner that could interfere with the services provided to other customers, harm the facilities of the Company or others is prohibited.
- 4.15.4** In the event that the Company determines, based upon its sole judgement, that there is fraudulent use of either the services furnished by the Company or the Company network the Company's network, the Company will without liability to the customer discontinue service and/or seek legal recourse to recover from the customer all costs involved in enforcement of this provision.
- 4.15.4.1** Service may be discontinued by the Company, without notice to the customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain customer authorization codes such as calling cards codes, when the Company deems, in its sole judgement, it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk.
- 4.15.4.2** Without incurring any liability, the Company may discontinue the furnishing of service(s) to a customer immediately and without notice if the Company deems, in its sole judgement, that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services.
- 4.15.5** The Company may, but is not required to, advise the customer of abnormal calling patterns or other possible unauthorized use of facilities or calling cards assigned to the customer. Additionally, the Company may, but is not required to, block calls on authorization codes which the Company believes to be unauthorized or fraudulent. In the event the customer advises the Company that the traffic is normal and there is no material unauthorized usage and/or no request is made by the customer to the Company to mitigate the abnormal calling patterns, the customer will be liable for all charges associated with such abnormal calling patterns or other possible unauthorized use.
- 4.15.6** If a customer utilizes a dedicated access line between the customer's premises and the Company's serving office for the origination or termination of calls, the customer is responsible for payment of all charges for usage over that access line, including any usage which may be fraudulent or unauthorized.
- 4.15.7** The use and restoration of service shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules.
- 4.15.8** With the use of the Company authorization codes, the customer agrees to pay to the Company all charges incurred as a result of any delegation of authority whether authorized or unauthorized resulting in the use of its Company authorization code.

**RULE 4-16 – INTERCONNECTION**

- 4.16.1** When the services or equipment of the Company are interconnected with and/or terminated in any service and/or equipment of another communications common carrier, the Customer shall comply with any applicable tariff regulations of and/or contractual obligations it has to the other communications common carrier.

- 4.16.2** The Company shall be appointed agent of the Customer to arrange interconnection from the Company's point of presence (POP) to the Customer's facilities unless otherwise specified. The Customer shall be responsible for payment of local access line charges for such interconnections secured on its behalf. The rates charged for local access service are subject to change by the local telephone company or other third parties utilized by the Company in arranging local access service. The Customer acknowledges that the Company may rely on the telephone companies for installation and testing of local access lines. The Company is not liable for untimely installation, facilities not operating or equipment that is not provided by the Company.
- 4.16.3** Interconnection of the Company's services or equipment with the services of other communications common carriers is permitted as well as Customer provided communications facilities so long as the facilities and services provided by others do not interfere with the proper functioning of the facilities and services provided by the Company.

#### **RULE 4-17 – EQUIPMENT**

##### **4.17.1 Customer Obligations**

- 4.17.1.1** The Customer shall assume all responsibility for obtaining all necessary permits, authorization or consents for interconnecting Customer-provided equipment or facilities with the Company's services or facilities as well as ensuring that the Customer-provided equipment or facilities are properly interfaced with the Company's services or equipment.
- 4.17.1.2** Access to and release of Company provided facilities located on the Customer's premises for testing and repair will be required for failures of equipment or service and/or routing maintenance. The Company will notify the Customer in advance of such necessary access or release and will attempt to schedule the access or release at a mutually convenient time. For charges contemplated in the tariff, such testing and repair and/or routine maintenance will be performed during regular business hours. When, at the specific request of the Customer, such routine maintenance, testing and/or repair is performed outside of regular business hours, additional special service charges may apply.
- 4.17.1.3** The Customer shall operate its equipment and facilities in such a manner that its use of the Company's facilities shall not interfere with any other Customer's use of the Company's services or equipment.
- 4.17.1.4** The Customer shall provide adequate space, electrical power, wiring, HVAC and electrical outlets necessary for the proper operation of the Company's equipment on the Customer's and/or authorized user's premises.
- 4.17.1.5** The Customer shall be responsible for all loss regardless of cause (other than directly resulting from an act or omission of the Company) to the Company's equipment on the Customer's or its authorized user's premises.
- 4.17.1.6** The Customer is responsible for ensuring that, except for Customer authorized and qualified personnel, no one attempt to adjust, modify, move or otherwise interfere in any way with the continuous operation of the Company's equipment located at the Customer's or authorized user premises.
- 4.17.1.7** The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company to protect the integrity of service or for safety reasons.
- 4.17.1.8** The Customer shall be responsible for the installation, operation or maintenance of any

Customer-provided equipment. Where such equipment is connected to service furnished pursuant to this Catalog Schedule, the responsibility of the Company shall be limited to the furnishing of services under this Catalog Schedule and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for the following:

- .1 the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
- .2 the reception of signals by Customer-provided equipment; or
- .3 network control signalling where such signalling is performed by Customer-provided network control signalling equipment.

#### **RULE 4-18 – TERMINAL EQUIPMENT**

**4.18.1** The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided in this Catalog Schedule. The Customer is responsible for all costs at his premises, including Customer personnel, wiring, electrical power, and the like, incurred in the use of the Company's service.

**4.18.2** When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth below and shall not interfere with service furnished to other Customers. Additional protective equipment, if needed, shall be employed at the Customer's expense.

**4.18.3** When service using voice grade facilities is terminated in Customer-provided terminal equipment, channel derivation devices, or communications systems, the Customer shall comply with the following minimum protective criteria:

**4.18.3.1** When the facilities furnished under this Catalog Schedule are used in common with local telephone company services, it is necessary in order to prevent excessive noise and cross talk, that the power of the signal applied to the local lines be limited. A single valued limit for all application cannot be specified. Therefore, the power of the signal in the band over 300 hertz which may be applied by the Customer-provided equipment at the point of termination will be specified by the carrier for each application, to be consistent with the signal power allowed on the telecommunications network.

**4.18.3.2** To protect the telecommunications services from interference at frequencies which are above the band of service provided, the carrier will specify the acceptable signal power in the following bands to be applied by the Customer provided equipment or communications system at the point of termination to insure that the input to Bell's facilities does not exceed the limits indicated.

- .1 The power in the band from 3,995 hertz to 4,000 hertz shall be at least 18 dB below the power of the signal as specified in Subsection (1) preceding.
- .2 The power in the band from 4,000 hertz to 10,000 hertz shall not exceed 24 dB below one milliwatt.
- .3 The power in the band from 10,000 hertz to 25,000 hertz shall not exceed 24dB below one milliwatt.
- .4 The power in the band from 25,000 hertz to 40,000 hertz shall not exceed 36 dB below one milliwatt.
- .5 The power in the band above 40,000 hertz shall not exceed 50 dB below one

miliwatt.

**4.18.3.3** Where there is connection via Customer-provided terminal equipment or communications systems to a Message Telecommunications Service to prevent the interruption or disconnection of calls or interference with network control signaling, it is necessary that the signal applied by the Customer-provided equipment to the interface at no time has energy solely in the 2450 to 2740 hertz band. If signal power is in the 2450 to 2750 hertz band, it must not exceed the power present at the same time in the 800 to 2450 hertz band.

**4.18.3.4** Where such Customer-provided equipment or communications system applies, signals having components in the frequency spectrum below 300 hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in (a) through (d) the following:

- .1 The maximum rms (root-mean-square) value, including dc and ac components of the current per conductor shall not exceed 0.35 ampere.
- .2 The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.
- .3 The conductor voltage shall be such that the conductor-to-ground voltage limit in (2) preceding is not exceeded. If the signal source is not grounded, the voltage limit in (2) preceding applies to the conductor-to-conductor voltage.
- .4 The total weighted rms voltage within the band from 50 hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times the square of the rms voltage of the individual frequency components. The weighting factors indicated.

<u>For Frequencies Between</u>	<u>Weighting Factor</u>
	2
50 hertz and 100 hertz	$f=2/10$
	6.6
100 hertz and 300 hertz	$f=3.3/10$

Where f is the numerical value of the frequency, in hertz, of the frequency component being weighted.

**4.18.4** If the Customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require repair, maintenance or the use of protective equipment at the Customer's expense. If such repair, maintenance or use of protective equipment fails to produce satisfactory results, the Company may, upon written notice terminate the Customer's service immediately.

**4.18.4.1** The Customer shall also comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company. The Customer shall ensure that his terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the Customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other Customers.

#### **RULE 4-19 – TIMING OF CALLS**

**4.19.1** Billable time for service is the duration of time between the called station answering and the called or calling station disconnecting, provided duration may be rounded in accordance with specific

descriptions in this Catalog Schedule.

**RULE 4-20 – DETERMINATION AND RENDERING OF CHARGES**

- 4.20.1 For the purpose of billing, service will be deemed to be started on the day the service and its associated equipment, if any, is installed. Where billing is based upon Customer usage, Customers will be billed for all usage commencing on the date usage begins.
- 4.20.2 Subject to the Company's right to cancel or suspend services as otherwise provided in this Catalog Schedule, the minimum service period for services is 30 days. Termination by Customer is effective 30 days after receipt by the Company of a written notice of cancellation. Termination by the Company is effective 30 days after delivery of written notice or as otherwise set forth in this Catalog Schedule or other agreement of the Customer and the Company.
- 4.20.3 In situations where a Special Service is requested, the minimum service period and charges will be determined on a case-by-case basis.
- 4.20.4 All monthly recurring charges are billed one month in advance. Initial and final month's billing, when the service period is less than a month, will be prorated at 1/30th of the month's recurring charge for each day the service was rendered or equipment was provided.
- 4.20.5 Usage charges are billed monthly for the preceding billing period. For periods less than the monthly billing period, minimum usage charges are prorated at 1/30th of the monthly minimum amount for each day the service was rendered.
- 4.20.6 The duration of a call is rated in intervals of the billing increments described for each service provided in this Catalog Schedule. If the final interval of a call is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing.
- 4.20.7 Computed usage charges or credits for each call are rounded to the nearest cent.
- 4.20.8 The applicable usage rates for the billing of a distance sensitive call will depend on the distance in airline mileage between the originating and terminating points of the call. For the purpose of determining the airline mileage of a call, the Company will utilize the vertical ("V") and horizontal ("H") coordinates of the rate centers of the originating and terminating points of the call. For purposes of billing, the Company references "V" and "H" coordinates provided by Bell Communications Research.

Calls originated by dialing a local exchange number or a 950-type number using an authorization code, the originating point will be the rate center in which the shared access facilities are located. For calls originated via equal access connections, WATS access lines or dedicated access lines, the originating point will be the rate center in which the Customer is located. The terminating point will be determined by the rate center of the called number.

The airline mileage of a call is calculated as follows:

Formula:

Square root of:

$$\frac{(V1-V2)^2 + (H1-H2)^2}{}$$

- 4.20.9 Rate periods apply, unless noted otherwise, as indicated below and are based on the time in which a call is established. In cases where a call begins in one rate period and continues into another, the

rate in effect in each period will apply to the portion of the call occurring within the applicable rate period.

Day rates apply from 8 a.m. to, but not including, 5 p.m. Monday through Friday

Evening rates apply from 5 p.m. to, but not including, 11 p.m. Sunday through Friday

Night rates apply from 11 p.m. to, but not including, 8 a.m. seven days a week.

Weekend rates apply from 8 a.m. to, but not including, 11 p.m. Saturday and from 8 a.m. to, but not including, 5 p.m. on Sunday.

On holidays, evening rates apply throughout the day on which the holiday is observed unless a lower rate would normally apply.

Peak rates apply from 8:00 a.m. to, but not including, 5:00 p.m. Monday through Friday.

Off-Peak rates apply from 5:00 p.m. to, but not including 8:00 a.m. Monday through Friday; all day Saturday and Sunday.

**4.20.10** The operator 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 telecommunications services, including the intrastate services offered under the terms and conditions of this Catalog Schedule. In some cases, these arrangements 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 Catalog Schedule.

#### **RULE 4-21 – UNAUTHORIZED USAGE**

**4.21.1** Any person or entity that accesses the Company's facilities without first:

1. Obtaining authorization by way of a presubscription agreement;
2. having been issued an authorization code by the Company; or
3. dialing the Company's Feature Group D (FGD) access code or utilizing a phone that is presubscribed to the Company.

is subject to

1. any applicable Local Exchange charges for investigation, including, but not limited to, trap and trace equipment and fees and Dialed Number Recorder (DNR) equipment and fees; and
2. payment of attorney fees and court costs actually incurred by the Company for the collection of applicable rates.

**4.21.2** Any person or entity dialing automated calling card calls (dialing 0+ NPA + NXX-XXXX and entering a calling card number after the tone) that accesses the Company's network and completes less than 5% of those calls is subject to the charges outlined in Rule 21 (above). For purposes of this Rule, calls that are not answered, reach a busy signal or are otherwise unbillable will not be considered as completed calls.