

NOS COMMUNICATIONS, INC.  
4380 Boulder Highway  
Las Vegas, Nevada 89121

Schedule Cal. P.U.C. No. 4-T  
Original Cal. P.U.C. Sheet No. 1

**COMPETITIVE LOCAL CARRIER**

Tariff Schedule Applicable to  
**COMPETITIVE LOCAL EXCHANGE SERVICES**  
of  
NOS Communications, Inc.  
U-5251-C

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

**COMPETITIVE LOCAL CARRIER**

**CHECK SHEET**

The sheets listed below, which are inclusive of these tariff schedules, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff schedule and are currently in effect as of the date indicated below.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	38	Second Revised*	74	Original
2	Fifth Revised*	39	Second Revised*	75	Original
3	Original	40	Second Revised*	76	Original
4	Original	41	Second Revised*	77	Original
5	Original	41.1	Second Revised*	78	Original
6	Original	42	Second Revised*		
7	Original	43	Third Revised*		
8	Original	44	Second Revised*		
9	Second Revised*	45	Second Revised*		
10	Second Revised*	46	Original		
11	Second Revised*	47	Original		
12	Second Revised*	48	Original		
13	Second Revised*	49	Original		
14	Second Revised*	50	Original		
15	Second Revised*	51	Original		
16	Second Revised*	52	Original		
17	Original	53	Original		
18	Original	54	Original		
19	Second Revised*	55	Original		
20	Second Revised*	56	Original		
20.1	Second Revised*	57	Original		
21	Second Revised*	58	Original		
22	Second Revised*	59	Original		
23	Second Revised*	60	Original		
24	Second Revised*	61	Original		
25	Second Revised*	62	Original		
26	Second Revised*	63	Original		
27	Second Revised*	64	Original		
28	Second Revised*	65	Original		
29	Second Revised*	66	Original		
30	Second Revised*	67	Original		
31	Second Revised*	68	Original		
32	Second Revised*	69	Original		
33	Second Revised*	70	Original		
34	Second Revised*	71	Original		
35	Second Revised*	72	Original		
36	Second Revised*	73	Original		
37	Second Revised*				

\* Denotes page(s) included in this filing

**COMPETITIVE LOCAL CARRIER**

**TABLE OF CONTENTS**

SECTION 1 - TARIFF FORMAT .....	5
PRELIMINARY STATEMENT .....	6
EXPLANATION OF SYMBOLS .....	6
AVAILABILITY OF COMPANY'S TARIFF.....	6
LOCAL SERVICE AREA MAP .....	7
SECTION 2 - RATE SCHEDULES .....	8
Schedule 1: General Information and Rate Application .....	8
Schedule 2: Local Exchange Services.....	9
Schedule 3: Integrated Services Digital Network .....	21
Schedule 4: Private Line Services.....	22
Schedule 5: 911 Emergency Services .....	22
Schedule 6: Combination Line Services .....	23
Schedule 7: Conference Call Service .....	23
Schedule 8: Miscellaneous Local Features .....	24
Schedule 9: Custom Calling Features .....	28
Schedule 10: Custom Calling Feature Packages .....	39
Schedule 11: Service, Maintenance and Installation Charges.....	42
Schedule 12: Miscellaneous Fees and Charges.....	42
Schedule 13: Equipment .....	45
Schedule 14: Promotional and Telecompetitive Service Offerings .....	46
SECTION 3 - Rules .....	47
Rule 1: Definitions .....	47
Rule 2: Abbreviations .....	50
Rule 3: Description of Services .....	51
Rule 4: Undertaking of the Company .....	52
Rule 5: Limitation of Service.....	53
Rule 6: Responsibilities of the Customer.....	56
Rule 7: Payment of Charges.....	62
Rule 8: Deposits.....	62
Rule 9: Advanced Payments .....	62

**COMPETITIVE LOCAL CARRIER**

**TABLE OF CONTENTS** (Cont'd)

Rule 10:	Taxes .....	62
Rule 11:	Transfers and Assignments.....	63
Rule 12:	Contracts.....	63
Rule 13:	Promotional Offerings .....	63
Rule 14:	Disputed Bill Procedure .....	64
Rule 15:	Application of Rates .....	66
Rule 16:	Timing of Calls.....	68
Rule 17:	Start of Billing .....	69
Rule 18:	Minimum Call Completion Rate .....	69
Rule 19:	Services for the Deaf and Disabled .....	70
Rule 20:	Taxes and Surcharges .....	71
Rule 21:	Forms.....	73

**COMPETITIVE LOCAL CARRIER**

**SECTION 1 - TARIFF FORMAT**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between sheets 34 and 35 would be sheet 34.1.
- B. Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet No. 34 cancels the 3rd Revised Sheet 34 No. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheet** - When a tariff schedule is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff sheets, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

**COMPETITIVE LOCAL CARRIER**

**SECTION 1 – TARIFF FORMAT (CONT'D)**

**PRELIMINARY STATEMENT**

These tariff schedules set forth the service offerings, rates and terms and conditions of NOS Communications, Inc. (“NOS” or “Company”) applicable to its provision of intrastate, End User local exchange telecommunication service to Customers located in the exchange areas served by Pacific Bell and GTE-California.

These tariff schedules apply only for the use of the Company’s services for communications between points within the State of California; this includes the use of the Company’s network to complete an end to end intrastate communication.

**EXPLANATION OF SYMBOLS**

The following are the only symbols used for the purposes indicated below:

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

**AVAILABILITY OF COMPANY’S TARIFF**

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

4380 Boulder Highway  
Las Vegas, Nevada 89121

NOS COMMUN  
4380 Boulder Hi  
Las Vegas, Nev

Rule Cal. P.U.C. No. 4-T  
Cal. P.U.C. Sheet No. 7  
Cal. P.U.C. Sheet No. 7

The Company has  
local exchange s  
will be provide  
Communications

and resold competitive  
the map below. Service  
Pacific Bell and Verizon

■ Pacific Bell  
▨ GTE California



**COMPETITIVE LOCAL CARRIER**

**SECTION 2 - RATE SCHEDULES**

***Schedule 1: General Information and Rate Application***

**A. General Service Information**

The Company offers local exchange telecommunications services to Customers throughout the State of New Jersey. The following Company Services for business and residential Customer and for carriers certificated by the Commission are covered in this Section:

Local Exchange Services

- Standard Access Line
- Local Residential Service
- Local Business Service
- Extension Lines
- Private Branch Exchange
- Direct Inward Dialing Service
- Centrex Services
- Hunting Service
- Foreign Exchange Service
- Key Line Service
- Lifeline Service

Local Calling Plans

ISDN Service

Private Line Services

911 Emergency Services

Combination Line Service

Conference Call Service

Miscellaneous Local Features

- Call Blocking Features
- Call Screening
- Call Restriction
- Directory Listings
- Local Number Portability
- Personalized Telephone Number

Custom Calling Features

Custom Calling Feature Packages

Maintenance and Installation Charges

Miscellaneous Service Charges

Equipment

**B. Customer Calling Plans**

NOS Local Customers in service on or before December 31, 2002, whose services are not part of an unexpired term plan or usage rate guarantee shall receive services pursuant to Rate Plan A in Sections 4 and 5, *infra*.

NOS Local Customers in service after December 31, 2002 shall receive services pursuant to Rate Plan B as set forth in Sections 4 and 5, *infra*.



**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 2: Local Exchange Services**

**A. Standard Access Line**

The Standard Residential or Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. A multi-line subscriber is a Business Customer with more than one Line provided by Company. Standard Access Lines enable the Customer to:

- (a) place or receive calls to any station in the local calling area, as defined herein;
- (b) access enhanced 911 Emergency Service where available;
- (c) access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- (d) access Operator Services;
- (e) access Directory Assistance;
- (f) place or receive calls to 800 numbers;
- (g) access Telecommunications Relay Service.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Residential Measured Line	\$20.17	\$16.14	(I)
Residence Line – Measured	\$15.82	\$12.65	
Single Line – Measured	\$29.95	\$23.96	
Multi-Line Measured Service	\$34.00	\$27.20	(I)

**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Primary Station Line	\$6.33	\$5.06	(I)
Single Line Measured Business Line	\$15.50	\$12.40	(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 2: Local Exchange Services (Cont'd)**

**B. Local Calling Services**

1. Local Residential Service

Local Residential Line Service provides Residential Customers with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area. Service is provided on a flat or measured use basis and may be provided in conjunction with other services and products included in this Section.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Basic Local Exchange	\$26.88	\$21.51	(I)
Measured Rate Service	\$20.17	\$16.14	(I)

**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Flat Rate	\$17.01	\$13.60	(I)
Flat Rate with Toll Restriction	\$18.52	\$14.82	(I)

2. Local Business Service

Local Business Line Service provides a Business Customer with the ability to originate calls from Company-provided access lines to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area. Service is provided on a flat or measured use basis and may be provided in conjunction with other services and products included in this Section.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Flat Rate Service	\$35.30	\$28.24	(I)
Measured Rate Service	\$34.51	\$27.60	
Data Line, Measured Service	\$29.95	\$23.96	(I)

**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Measured Business	\$18.92	\$15.15	(I)
Measured Business w/ Toll Restriction	\$18.92	\$15.15	
Single Line Measured Rate	\$16.08	\$12.87	
Single Line Measured Business w/Toll Restrict.	\$16.34	\$13.07	(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 2: Local Exchange Services (Cont'd)**

**B. Local Calling Services (Cont'd)**

3. Extension Lines

Extension Lines are used to connect extension stations, signals and other equipment in buildings other than those housing the main station, with the telecommunications network. Extensions of exchange service are limited to the local service area in which the main service is furnished. Lines extending outside the exchange area are considered Foreign Exchange Service.

	<u>Plan A</u>	<u>Plan B</u>
Extension Line, per circuit	\$23.34	\$18.67

(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 2: Local Exchange Services (Cont'd)**

**B. Local Calling Services (Cont'd)**

4. Private Branch Exchange (PBX)

The Company's PBX Service uses PBX trunks to connect a customer PBX system or other similar equipment to the Company Central Office. Company treats these trunks similar to individual exchange lines and supports multi-line hunting over a group of trunks.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
PBX Trunk – Measured Service	\$39.73	\$31.79	(I)

**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Assured Measured PBX Trunk	\$20.17	\$16.14	(I)
Assured Measured Additional Trunk	\$20.69	\$16.56	(I)

5. Direct Inward Dialing Service

Direct Inward Dialing (“DID”) Service is an optional feature provided in conjunction with Company-provided PBX Trunks. DID Service permits incoming calls from the exchange network to reach a specific station line without the assistance of an attendant through the use of a seven digit number. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. DID is furnished upon the condition that the customer contract for adequate facilities, *e.g.*, dial tone lines, circuit packs or equivalent, *etc.*, to permit the use of the service without injurious effect on general telephone service. Certain conditions, such as transmission limitations, may require the provision of additional switching equipment on the customer's premises in order to furnish DID service. The Company offers DID services to Customers in minimum blocks of twenty (20) telephone numbers.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
DID Trunk – Measured	\$58.05	\$46.44	(I)
PBX DID Numbers (Block of 20)	\$102.86	\$82.29	(I)

**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
DID PBX Trunk	\$28.99	\$23.19	(I)
DID Numbers (Block of 20)	\$21.89	\$17.51	(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 2: Local Exchange Services (Cont'd)**

**B. Local Calling Services (Cont'd)**

6. Centrex Services

Centrex Service provides the Customer with multiple individual voice-grade telephone communications channels, each of which can be used to place or receive one call at a time. Centrex Station Lines are provided for connection of Centrex-compatible Customer-provided station sets to the public switched telecommunications network. Each Centrex Station Line may be provided in combination with other Company-provided services including PBX and ISDN.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>
Centrex w/o Toll	\$22.62	\$18.10

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**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>
Basic Centrex Access	\$14.67	\$11.74
Basic Centrex Feature	\$9.36	\$7.49
Centrex Call Hold	\$2.04	\$1.03
Centrex Classic Feature Package	\$3.03	\$2.42
Centrex Direct Connect	\$23.45	\$18.77
Centrex Individual Call Pick-Up	\$1.31	\$1.03
Centrex Primary Station Line	\$6.33	\$5.06
Centrex IS Primary Station Line	\$6.33	\$5.06
Centrex Interior Station Line	\$5.48	\$4.38
Secretarial Answering Service	\$19.14	\$15.31
Trunking for Primary Station Lines	\$2.07	\$1.65
Virtual Directory Number	\$7.48	\$5.98

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**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 2: Local Exchange Services (Cont'd)**

**B. Local Calling Services (Cont'd)**

6. Centrex Services (Cont'd)

(a) CNS Service

CNS Service is a central office service arrangement which provides PBX type features to multi-line business customers. Basic operating features include Basic Business Group, Direct Inward Dialing, Direct Outward Dialing, Station-to-Station Dialing and Automatic Identified Outward Dialing, Dual Tone Multi-frequency and Distinctive Ringing. CNS Service rates are determined by the total number of lines requested.

	<u>Plan A</u>	<u>Plan B</u>
CNS Access Line	\$25.03	\$20.01
CNS Network Access	\$2.34	\$1.87
CNS Digital ISDN Service	\$29.71	\$23.77
CNS Express Contract – 3 yr.	\$15.60	\$12.47
CNET Access with Features	\$22.94	\$18.35

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(b) CNS Feature 1000

A CNS service which includes Call Alternation, Call Forwarding, Call Hold, Consultation Hold, Call Transfer, Dial Call Waiting, Directory Number Hunting, Extended Call Pickup, Group Call Pickup, Last Number Redial, Pilot Number Hunting, Speed Calling 8, Three Way Calling and Toll Restriction.

	<u>Plan A</u>	<u>Plan B</u>
CNS Class Feature 1000	\$4.69	\$3.74

(I)

(c) CNS Class Feature 2000

A CNS Class Feature 2000 package that includes all the features listed for CNS Class Feature 1000 plus Automatic Callback, Call Park, Circular Hunting, Data Line Security, Multiple Classes of Service, Saved Number Redial, Speed Calling 30 and Uniform Call Distribution.

	<u>Plan A</u>	<u>Plan B</u>
CNS Class Feature 2000	\$4.69	\$3.74

(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 2: Local Exchange Services (Cont'd)**

**B. Local Calling Services (Cont'd)**

6. Centrex Services (Cont'd)

(d) Centrex Enhanced Custom Packages

Centrex Custom Packages is classified as a business service for business customers with two to thirty lines. Provides customers with an enhanced dial tone from the Central Office to the Customers Premises along with a menu of additional basic services. This service offers End Users a comprehensive menu of basic and optional features.

	<u>Plan A</u>	<u>Plan B</u>	
Custom Package Line	\$40.54	\$32.43	(I)
Custom Package Caller ID	\$10.92	\$8.73	(I)

7. Hunting Service

Hunting Services are optional arrangements available to Customers with two or more line services at the same location, same system. Where facilities permit, lines are arranged so that incoming calls to a busy line overflow to another line in the hunting arrangement. The Company may also offer a hunting service that is activated by the end user.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Line Hunt Service	\$2.38	\$1.90	(I)

**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Hunting Feature	\$0.75	\$0.59	(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 2: Local Exchange Services (Cont'd)**

**B. Local Calling Services (Cont'd)**

8. Foreign Exchange Service

Foreign Exchange (FX) Service provides for the connection of a Customer's location to a central office serving an exchange area, within the Customer's LATA, other than the exchange area in which the Customer is located.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Single Line – Measured Service	\$49.16	\$39.33	(I)
Contiguous Exchange, per mile	\$5.46	\$4.37	(I)

**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Single Line	\$53.43	\$42.74	(I)
Multi-line Measured Rate	\$51.05	\$40.84	
Contiguous Exchange, per ½ mile	\$3.01	\$2.41	
Individual Line, Non-Adjacent Rate	\$3.01	\$2.41	(I)

9. Key Line Service

Key Line Service provides a Customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Key Lines are provided for connection of customer-provided multiline terminal equipment.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Key Line – Measured	\$29.95	\$23.96	(I)

**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Key Short List Group	\$1.58	\$1.27	(I)



**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

***Schedule 2: Local Exchange Services (Cont'd)***

**B. Local Calling Services (Cont'd)**

10. Universal Lifeline Telephone Service (ULTS)

ULTS includes:

1. Installation of a residence primary access line.
2. Basic dial tone service.
3. Unlimited incoming calls.
4. Measured rate service with an allowance of 60 untimed local calls per month.  
Flat rate service with unlimited local calls.
5. Toll blocking is available at not charge, pursuant to FCC 97-157.
6. Provision of an allowance for the applicable Federal Communications Commission (F.C.C.) End User Common Line Charge (EUCL).
7. If required, one installation every 12 months of inside wire of a residence primary access line including the primary standard jack, at 50% of the nonregulated charges when the work is performed by the Company. No carry over credit will be given for years in which no installation at reduced rates is made.

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 2: Local Exchange Services (Cont'd)**

**B. Local Calling Services (Cont'd)**

10. Universal Lifeline Telephone Service (Cont'd)

A. The following criteria for eligibility apply to ULTS:

- (1) The residence premises at which the service is requested is the applicant's principal place of residence.

The residence premises household (dwelling unit) shall consist of that portion of an individual house or building or one flat or apartment occupied entirely by a single family or individuals functioning as one domestic establishment.

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

- (2) There is only one exchange access line serving the residence premises.
- (3) For the fiscal year for which the service is provided, based on current income, the applicant's total household income does not exceed the following:

HOUSEHOLD SIZE	INCOME LIMITATION
1-2	\$19,300
3	\$22,800
4	\$27,400
Each Additional Member	\$4,600

- (4) No person who is claimed as a dependent on another person's income tax return shall be eligible for ULTS.
- (5) The applicant's total household income is subject to verification by the California Public Utilities Commission or by the Company.

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 2: Local Exchange Services (Cont'd)**

**B. Local Calling Services (Cont'd)**

10. Universal Lifeline Telephone Service (Cont'd)

A. Basic Exchange Service<sup>1</sup>:

MONTHLY  
RATE

Measured Rate<sup>2</sup> ..... RR

Flat Rate<sup>2</sup> ..... RR

B. Change Service Charge`

50% of Change of Service in A, B..... RR

C. Toll Blocking ..... No Charge

D. Service installation of a primary access line for qualified ULTS customers will be charged at the rates below.

SERVICE  
 CHARGE<sup>3</sup>

ULTS, Flat or Measured

First Installation within 12 month period..... \$12.95 (I)

Each subsequent installation within the same 12 month period at a principal place of residence with a different address from the first installation ..... \$21.98 (I)

E. ULTS - All day/hours

1PQ service is provided with an allowance of 60 untimed local calls. Local messages over this designated allowance are provided at the rate following:

Rate Per Message

- 61 and over ..... \$0.10 (I)

NOTE 1: All monthly rates will be rounded to the next lowest one cent (1¢).

NOTE 2: 50% of the applicable exchange's measured rate service or flat rate service as set forth in Schedule 2.

NOTE 3: The Company does not levy interest charges on payments made within 12 months of each service installation.

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 2: Local Exchange Services (Cont'd)**

**C. Lifeline Discount Telephone Service Program**

Lifeline Discount Telephone Service Program is a telecommunications service assistance program designed to provide eligible residential customers with a reduction in the price of basic local exchange access service. The lifeline discount shall apply only to the following qualifying types of basic local exchange access services (residential only): 1-Party, 2-Party, 4-Party and Economy and 1-Element Measured 1-Party.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>
Lifeline Service	\$27.20	\$21.76

(I)

**D. Local Calling Plans**

1. Price Saver

Price Saver is a residential calling plan that provides unlimited calling for the Customer's local service area.

	<u>Plan A</u>	<u>Plan B</u>
Pacific Bell Territory	\$39.46	\$31.56

(I)

2. Saver Plus

Saver Plus provides measured local residential customers with the option of an additional 60 minutes of calls within the local service area. Any calls made above the 60 minutes permitted under the plan are subject to the peak and off-peak rates for measured local service.

	<u>Plan A</u>	<u>Plan B</u>
Pacific Bell Territory	\$7.28	\$5.83

(I)

3. Advantage Optional Plan

The Advantage Optional Plan is an optional calling plan that provides a flat hourly rate for measured local service calls.

	<u>Plan A</u>	<u>Plan B</u>
Pacific Bell Territory	\$13.57	\$10.86

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**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 2: Local Exchange Services (Cont'd)**

D. Local Calling Plans (Cont'd)

4. Loyalty Rewards Program I

The Loyalty Rewards Program I provides Customers with basic local service and custom calling features for a flat fee. Loyalty Rewards Program I Customers receive unlimited local calling and all local vertical features such as Caller ID, Call Waiting and Call Forwarding. The Program or accompanying fee does not include or apply to local usage, intraLATA toll charges, Remote Call Forwarding, Off Premises Extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Number and federal and local fees, taxes or surcharges, including local number portability.

	<u>Plan A</u>	<u>Plan B</u>
Pacific Bell Territory	\$25.30	\$12.65
GTE Territory	\$25.30	\$12.65

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5. Loyalty Rewards Program II

The Loyalty Rewards Program II provides Customers with basic local service and custom calling features for a flat fee. Loyalty Rewards Program II Customers receive metered local calling and all local vertical features such as Caller ID, Call Waiting and Call Forwarding. The Program and accompanying fee do not include or apply to local usage, intraLATA charges, Remote Call Forwarding, Off Premises Extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Number and federal and local fees, taxes or surcharges, including local number portability. Customers must have at least \$200.00 in long distance services from the most recent invoice to qualify for the Loyalty Rewards Program II service offering.

	<u>Plan A</u>	<u>Plan B</u>
Pacific Bell Territory	\$25.30	\$12.65
GTE Territory	\$25.30	\$12.65

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6. Loyalty Rewards Program III

The Loyalty Rewards Program III provides Customers with basic local service and custom calling features for a flat fee. Loyalty Rewards Program III Customers receive metered local calling and all local vertical features such as Caller ID, Call Waiting and Call Forwarding. The Program and accompanying fee does not include or apply to local usage, intraLATA charges, Remote Call Forwarding, Off Premises Extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Number and federal and local fees, taxes or surcharges, including local number portability.

	<u>Plan A</u>	<u>Plan B</u>
Pacific Bell Territory	\$50.60	\$37.95
GTE Territory	\$50.60	\$37.95

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**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 3: *Integrated Services Digital Network***

**A. General Description**

National Integrated Services Digital Network (ISDN) Direct is a telecommunications service that provides an integrated voice/data communications capability for the transmission of circuit switched voice and data and packet switched data signals on an incoming and outgoing basis utilizing Integrated Services Digital network architecture.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
ISDN Two-Party Line Loop Extension	\$33.06	\$26.44	(I)
ISDN Multi-Party	\$26.51	\$21.22	
ISDN Single Line Flat/Measured Data	\$12.29	\$9.83	
ISDN Single Line Residence/Measured Data	\$12.46	\$9.97	(I)

1. Individual Line Business ISDN Basic Rate Interface (BRI)/Digital Subscriber Line

Service is an optional service arrangement which can be used in conjunction with a Customer's Individual Line Business service. It uses the ISDN architecture to provide the Customer with the capabilities of simultaneous access, transmission and switching of voice, data and imaging services via channelized transport. Service provides two bearer B-channels at 64 Kbps per second and a data D-channel at 16 Kbps. The bearer B-channels are designed for PCM voice, video conferencing, group 4 facsimile machines, etc. The data D-channel is for bringing in information about incoming calls and taking out information about outgoing calls.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
ISDN BRI Single Line B Channel	\$12.46	\$9.97	(I)
ISDN BRI Single Line Business Local Loop	\$46.37	\$37.09	(I)

**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Digital Line Port Charge -- ISDN	\$1.85	\$1.49	(I)
Fast Track DSL Service	\$63.24	\$50.59	
Measured Single Line Business DSL Service	\$15.38	\$12.31	
Rate Change Individual Measured Business DSL	\$17.46	\$13.97	(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 4: Private Line Services**

**A. Private Line Services**

Private Line provides a dedicated, non-switchable link from one or more Customer-specified locations. Private Line Service offers highly available connectivity and is dedicated to the use of a single organization. The price for Private Line Service is based on distance and is not usage-sensitive.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>
Special Access Line	\$33.31	\$26.64

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**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>
Private Line Services	\$5.01	\$4.02

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**Schedule 5: 911 Emergency Services**

**A. 911 Emergency Services**

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

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

***Schedule 6: Combination Line Services***

**A. Combination Line Services**

Combination Line Services is an optional telephone service arrangement of central office features furnished to individual line businesses and residence Customers wishing to combine a single exchange access line or up to thirty exchange lines into Combination Line Service. Service may be provided with Intercom, Call Hold, Call Transfer, Call Pickup and Three-Way Calling.

	<u>Plan A</u>	<u>Plan B</u>	
w/ Intercom, Transfer Hold	\$41.28	\$33.02	(I)
Three-Way and Pick-up Line Optional Call Forwarding	\$3.17	\$2.53	(I)

***Schedule 7: Conference Call Service***

**A. Conference Call Service**

Allows Business Customers using Centrex-based services to facilitate six-way conference calls.

	<u>Plan A</u>	<u>Plan B</u>	
Pacific Bell Territory	\$71.16	\$56.93	(I)



**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 8: *Miscellaneous Local Features***

**A. Call Blocking Features**

A calling party may block their telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to customer calling features utilizing SS7 technology. Blocking will also prevent call completion through the use of Return Call service. These features allow the end-user to automatically block incoming calls from up to six Customer pre-selected telephone numbers (including numbers from which a Customer has just received a call). The list of numbers can be changed at any time. Callers whose numbers have been blocked will hear a recorded message and no usage charges will apply. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Call Block – Business	\$4.70	\$3.76	(I)
Call Block – Residential	\$4.62	\$3.70	(I)

**B. Call Screening**

Call screening is an optional service available to the Company's local exchange Customers and is offered on a per line basis. The service allows the Customer to automatically block incoming calls from up to ten Customer preselected telephone numbers (including numbers from which a Customer has just received a call). Callers whose numbers have been blocked will hear a recorded message and no charges will apply. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Call Screening	\$1.53	\$1.23	(I)
Operator Call Screening	\$3.11	\$2.50	(I)

**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Call Screening	\$7.15	\$5.72	(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 8: *Miscellaneous Local Features (Cont'd)***

**C. Call Restriction**

Call Restriction Option 1 permits business customer to restrict certain local, long distance, International and/or 0- calls. Call Restriction Option 2 permits Call Restriction but will allow third number calls, collect calls, local exchange or interexchange calling card calls, operator assisted calls to 611, 711 and 911 and will allow assist calls placed by handicapped who are unable to dial.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Call Restriction Option 1 – Business	\$3.91	\$3.12	(I)
Call Restriction Option 2 -- Business	\$5.48	\$3.70	(I)

**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Toll Blocking	\$3.30	\$2.64	(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 8**     *Miscellaneous Local Features (Cont'd)*

**D.**     Directory Listings

For each Customer of Company-provided Local Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Carrier in the area at no additional charge. Directory listings are provided in connection with each Customer service as specified herein. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is incurred. The following types of listings will be made available: (1) primary; (2) additional; (3) non-published; (4) non-listed; (5) alternate call; (6) reference, (7) cross-reference; and multiple listings.

**GTE Territories**

	<u>Plan A</u>	<u>Plan B</u>	
Non-Published Number	\$2.38	\$1.90	(I)
Additional Listing	\$2.77	\$2.21	
Additional Business Listing	\$2.73	\$2.19	
Directory Line of Information	\$2.72	\$2.19	
Multi-Book Listing	\$2.72	\$2.19	
Cross Reference Directory Listing	\$2.72	\$2.19	(I)

**Pacific Bell Territories**

Additional Line of Information (Business)	\$2.86	\$2.29	(I)
Additional Listing and Line of Information	\$6.68	\$5.34	
Additional White Pages Listing	\$3.34	\$2.67	
Directory Assistance Listing (Residential)	\$0.30	\$0.23	
Directory Assistance Listing (Business)	\$0.26	\$0.22	
Directory Listing – Line of Information	\$1.62	\$1.29	
Non-Published Directory Listing	\$0.58	\$0.47	
White Pages Listing – Joint User	\$2.70	\$2.16	(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 8: *Miscellaneous Local Features (Cont'd)***

**E. Local Number Portability**

Local Number Portability is a service that enables the End User to retain use of the existing local exchange Carrier's telephone number after choosing the Company as its local exchange carrier; provided that the Customer's location remains within the existing rate center after the carrier change. Where applicable, the Company will assess on End User Customers a monthly fee or fees to recover the Company's costs of porting the Customer's number/s from its existing Carrier to the Company.

	<u>Plan A</u>	<u>Plan B</u>
GTE Service Territory	\$3.14	\$2.51

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**F. Personalized Telephone Number**

Personalized Telephone Number is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with the Company provided Exchange Services. This service provides for the assignment of a Customer requested telephone number other than the next available number from the assignment control list. Personalized Telephone Number is furnished subject to the availability of facilities and the requirements of Exchange Service as defined by the Company. The Company reserves all rights to the Personalized Telephone Numbers assigned to Customer's and may, therefore, change them if required.

	<u>Plan A</u>	<u>Plan B</u>
GTE Service Territory	\$5.46	\$4.37

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**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 9: Custom Calling Features**

- A. Anonymous Call Rejection:** Allows a called party to automatically reject all calls that have been marked anonymous by the Calling Party.

	<u>Plan A</u>	<u>Plan B</u>	
GTE Service Territory	\$1.56	\$1.24	(I)
Pacific Bell Territory	\$3.01	\$2.41	(I)

- B. Automatic Busy Redial:** Permits the Customer to redial automatically the last number dialed. If the called line is busy, a 30-minute queuing process begins. The customer is then given an indication that the network will attempt to set up the call when the called line is idle.

	<u>Plan A</u>	<u>Plan B</u>	
GTE Service Territory	\$4.69	\$3.74	(I)

- C. Automatic Call Return/\*69:** Enables a Customer to automatically return the last incoming Call. To return the call, the Customer dials a feature Code and the number is dialed automatically. If the called line is busy, a 30-minute queuing process begins. The Customer is then given an indication that the network will attempt to set up the Call when the called line is idle.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Business	\$7.79	\$6.24	(I)
Residential	\$7.72	\$6.17	(I)

**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Business	\$7.15	\$5.86	(I)
Residential	\$4.06	\$3.26	
With Other Packages	\$1.58	\$1.27	(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 9: Custom Calling Features (Cont'd)**

- D.** Caller ID: Allows the number of the calling party to be passed from the telephone company to your telephone between the first and second ring signaling an incoming telephone call. Caller ID may be provided with Name and Number.

	<u>Plan A</u>	<u>Plan B</u>	
GTE Service Territory	\$11.07	\$8.86	(I)
Pacific Bell Service Territory	\$12.33	\$9.87	(I)

- E.** Caller ID w/Anonymous Call: An optional enhancement feature to caller ID that allows a called party to block calls from parties that have marked their calls “private”. Customers may activate or deactivate this arrangement by dialing a preassigned activation code.

	<u>Plan A</u>	<u>Plan B</u>	
Pacific Bell Service Territory	\$7.34	\$5.87	(I)

- F.** Caller ID with Anonymous Call Rejection: Provides for the display of an incoming telephone number and name on a customer-provided display device attached to a Customer’s telephone line or on a telephone or answering machine with a built-in display screen. The Caller-ID and Number feature will forward the calling name and number with the terminating central office to compatible customer-provided display equipment associated with the Customer’s Local Exchange Service.

	<u>Plan A</u>	<u>Plan B</u>	
GTE Service Territory	\$10.92	\$8.73	(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 9: Custom Calling Features (Cont'd)**

**G.** Caller ID with Name and/or Number: This feature provides the originating telephone number and also the name associated with the line. The information is displayed on a Customer provided display device attached to the Customer's telephone line.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Caller ID with Number – Business	\$6.57	\$5.25	(I)
Caller ID with Number – Residential	\$10.92	\$8.73	
Caller ID with Name and Number	\$14.11	\$11.30	(I)

**H.** Call Forward Busy-Line-Fixed/No Answer-Fixed

A permanently activated service which automatically redirects calls placed to a customer or Customer's client's telephone number to another predetermined telephone number, if the caller encounters either a no-answer condition after a specified number of rings or a normal busy-line condition.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Call Forward Busy Line Fixed	\$2.79	\$2.24	(I)
Call Forward Busy-Line/No Answer	\$2.79	\$2.24	(I)

**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Call Forward Busy Line	\$6.15	\$4.92	(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 9: Custom Calling Features (Cont'd)**

**I.** Call Forwarding: Permits the Customer to forward calls to any telephone number or station in the Customer Group that the particular station is allowed to call, including voicemail and attendant. This feature may also include the ability to activate from a remote location.

	<u>Plan A</u>	<u>Plan B</u>	
GTE Service Territory	\$3.85	\$3.08	(I)
Pacific Bell Service Territory	\$6.15	\$4.92	(I)

**J.** Call Forwarding Busy: Permits the forwarding of incoming calls when the End User's line is busy. The forwarded number is fixed by the end-user's service order.

	<u>Plan A</u>	<u>Plan B</u>	
GTE Service Territory	\$3.03	\$2.42	(I)
Pacific Bell Service Territory	\$5.38	\$4.30	(I)

**K.** Call Forwarding No Answer: Permits the forwarding of incoming calls when the End-User's line remains unanswered after End User designated number of rings. The number of rings and the forwarded number are fixed by the Customer service order.

**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Per individual use	\$1.16	\$0.92	(I)
per month	\$5.38	\$4.30	(I)

**L.** Call Forwarding Variable: Permits the end-user to automatically forward (transfer) all incoming calls to an end-user designated telephone number, and permits the end-user to restore incoming calls to non Call Forwarding operation. The Customer is charged for the call between the original terminating number and the number to which it is remotely call forwarded. The Customer must subscribe to adequate facilities to permit the use of the service without impairment, disruption or deterioration of the quality of other telephone services.

	<u>Plan A</u>	<u>Plan B</u>	
GTE Service Territory	\$3.99	\$3.20	(I)
Pacific Bell Service Territory	\$2.04	\$1.03	(I)



**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 9: Custom Calling Features (Cont'd)**

**M.** Call Waiting: Permits the end-user engaged in a call to receive a tone signal indicating a second call is waiting; and, by operation of the switch hook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switch hook, but a three-way conference call cannot be established. Feature may be used in conjunction with Caller ID (Caller ID Intercept) and Cancel Call Waiting.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>
Call Waiting -- Business	\$5.48	\$4.13
Call Waiting -- Residential	\$7.07	\$5.65
Call Waiting w/Caller ID	\$5.41	\$4.43
Deluxe Voice Mail	\$21.16	\$16.93

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**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>
Call Waiting	\$6.15	\$4.92
Call Waiting Originating	\$6.15	\$4.92
Call Waiting ID	\$6.15	\$4.92
Call Waiting Incoming	\$6.15	\$4.92

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**N.** Cancel Call Waiting: Allows the User, on a per-Call basis, to cancel the Call Waiting function by dialing \*70 before making a call.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>
Business	\$1.57	\$1.25
Residential	\$1.57	\$1.25

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**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

***Schedule 9: Custom Calling Features (Cont'd)***

- O.** Delayed Call Forwarding: This features permits the forwarding of incoming calls when the Customer's lines remain unanswered after Customer-designated number of rings. The number of rings and forwarded numbers are fixed by the customer service order. Calls may be forwarded outside the Customer's local central office.

	<u>Plan A</u>	<u>Plan B</u>	
Pacific Bell Service Territory	\$6.31	\$5.05	(I)

- P.** Distinctive Ringing: This feature allows a Customer to have up to three separate telephone numbers which consist of the main telephone number and two additional telephone numbers, associated with one exchange access line. Each telephone number will have a distinctive ring for incoming calls to allow the Customer to identify the incoming call line. If the Customer also subscribes to Call Waiting, a Call Waiting tone is provided for each additional telephone number. All telephone lines must be served by the same Central Office.

	<u>Plan A</u>	<u>Plan B</u>	
GTE Service Territory	\$9.49	\$7.59	(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 9: Custom Calling Features (Cont'd)**

**Q.** Enhanced Call Forwarding: Permits Customers to forward their number from any touch call phone via a toll free number. Call can be forwarded to any dialable pager, cellular phone, work phone or home phone. Enhanced Call Forward may be provided on the Customer's existing telephone number as long as the Customer's existing line resides behind an AIN capable switch. May be provided in conjunction with Call Manager which includes three Speed Forward Numbers, Timed Forwarding, Automatic Forwarding, Two Schedules, Two Call Acceptance Lists and two four-digit Caller Codes.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>
ECF – Existing Number	\$10.92	\$8.73
ECF – Call Manager	\$19.48	\$15.59
ECF – Personal Number	\$19.48	\$15.59

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**R.** Flexible Call Forwarding: An option which allows a Customer's individual line the capability to separately forward calls to another telephone number. The End User can activate Flexible Call Forwarding from a remote location if desired. Call forwarding may be made to a default destination assigned at the time service is ordered or to an override destination established after the Customer's Routing Service system has been established.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>
Business	\$3.96	\$3.17
Residential	\$3.96	\$3.17

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**S.** Priority Ringing: Priority Ringing differentiates incoming calls from up to ten Customer preselected telephone numbers by signaling the Customers with a distinctive ringing pattern. If the Customer subscribes to Call Waiting, a distinctive tone is heard for the selected set of numbers. The last incoming call can automatically be added to the list of preselected numbers.

	<u>Plan A</u>	<u>Plan B</u>
Pacific Bell Service Territory	\$7.33	\$5.86
GTE Service Territory (Business)	\$9.37	\$7.50
GTE Service Territory (Residential)	\$9.24	\$7.39

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**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 9: Custom Calling Features (Cont'd)**

**T.** Privacy Manager: Enables a customer to appropriately handle incoming calls that have been identified as either “anonymous”, “out of area”, “unavailable”, or “private” before their telephone rings. Incoming calls are intercepted and a recording is played informing the caller that the number they have dialed does not accept calls from unidentified telephone numbers, except where the caller identifies its name and company at the tone.

	<u>Plan A</u>	<u>Plan B</u>	
Pacific Bell Service Territory	\$6.33	\$5.06	(I)

**U.** Remote Call Forwarding: An automatic reverse charge exchange service which provides for a Customer to arrange that Customers in the same or a different exchange may call him/her without paying the toll charge between a specified exchange and the Customer’s location or asking the operator to assist with or complete the call.

<b>GTE Service Territory</b>			
	<u>Plan A</u>	<u>Plan B</u>	
	\$24.94	\$19.95	(I)

<b>Pacific Bell Service Territory</b>			
	<u>Plan A</u>	<u>Plan B</u>	
Remote Call Forwarding -- Business	\$26.94	\$21.55	(I)
Remote Call forwarding -- Residential	\$26.25	\$21.00	
Additional Remote Call Forwarding Path	\$26.25	\$21.00	
Remote Call Forwarding, Individual Usage	\$1.58	\$1.27	
Remote Access to Call Forwarding	\$2.19	\$1.75	
PB Net Remote Call Forwarding	\$22.08	\$17.66	(I)

**V.** Repeat Dialing: Permits the Customer to continue dialing busy number until the call goes through.

	<u>Plan A</u>	<u>Plan B</u>	
Pacific Bell Service Territory	\$7.25	\$5.80	(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 9: Custom Calling Features (Cont'd)**

**W.** Select Call Forwarding: Permits the Customer to automatically forward (transfer) calls from up to ten Customer preselected numbers to another telephone number and to restore it to normal operation at their discretion. Select Call Forwarding may be used in conjunction with Call Forwarding.

	<u>Plan A</u>	<u>Plan B</u>	
Pacific Bell Service Territory	\$6.62	\$5.29	(I)

**X.** Speed Calling (8 or 30): Permits the Customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than complete telephone numbers. The feature is available as an eight code list or a thirty code list. Either code list may include local and/or toll telephone numbers. To establish or change a telephone number in a code list, the Customer dials an activating code, receives a second dial tone and dials either a one- or two-digit code (for the eight code and thirty code lists, respectively) plus the telephone number. Speed Calling Thirty is also available with an additional line.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Speed Calling	\$5.46	\$4.37	(I)
Speed Calling 8 – Business	\$3.96	\$3.17	
Speed Calling 8 – Residential	\$2.34	\$1.87	(I)

**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Speed Calling 8, per month	\$5.54	\$4.43	(I)
Speed Calling 30, per month	\$7.35	\$5.89	
Speed Calling 30, per month	\$8.79	\$7.03	
Speed Calling 30, per individual use	\$2.39	\$1.91	(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 9: Custom Calling Features (Cont'd)**

**Y.** Three Way Calling: Permits the End-User to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Three Way Calling – Business	\$5.46	\$4.37	(I)
Three Way Calling – Residential	\$7.03	\$5.63	(I)

**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Standard Three Way Calling	\$5.12	\$4.09	(I)

**Z.** VIP Alert: Allows a Customer to program up to twelve (12) telephone numbers of selected callers enabling the customer to distinguish certain incoming calls from all others by a distinctive tone ring.

	<u>Plan A</u>	<u>Plan B</u>	
GTE Service Territory	\$3.23	\$2.60	(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 9: Custom Calling Features (Cont'd)**

**AA.** Voice Mail: Provides an audio mailbox to record, store, retrieve, review, save and handle audio messages for Customers. The service will greet incoming customers with a personal or standard greeting, and provide audio prompts and personal security codes for Customers and Users of Service.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>
Basic Voice Mail	\$8.77	\$7.01
Standard Voice Mail	\$11.30	\$9.04
Business Voice Mail	\$12.34	\$9.88
Voice Mail Service w/Mailbox	\$15.85	\$12.67
Voice Mail Mailbox Hunt Group/36 mo.	\$24.71	\$19.76
Voice Mail with Controllable Ring	\$1.77	\$1.42
Voice Mail – Trial Period	\$3.54	\$2.84

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**BB.** Voice Messaging: An electronic voice mailbox service for single line and multiline Business Customers which provides call answering, ability for users to store messages for play back later and other features. Voice Messaging may be provided in conjunction with certain optional features including additional or extension mailboxes, customer controlled rings, audible ring bursts and Spanish Prompt.

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>
Voice Messaging	\$8.86	\$7.08
Voice Message – First Extension Mailbox	\$35.33	\$28.26
Voice Messaging – Additional Ext. Mailbox	\$8.42	\$6.81
Voice Messaging – No Extension Mailbox	\$19.39	\$15.51
Voice Messaging Mailbox – 3-Year Term	\$19.39	\$15.51
Voice Messaging – Basic Package	\$19.39	\$15.51
Voice Messaging – Hunt Group Mailbox	\$35.33	\$28.26
Voice Messaging – Hunt Group Add'l Mailbox	\$8.27	\$6.81
Voice Messaging Remote Call Notification	\$5.31	\$4.25

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**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

**Schedule 10: Custom Calling Feature Packages**

**A. The Basic Package**

The Basic Package incorporate a flat rate monthly package price for a Customer that subscribes to all of the standard features and the choice of one optional features as listed. Standard features include Call Forwarding, Caller ID Name, Caller ID Number, and Remote Access to Call Forwarding. Optional features include Call Blocker, Call Return, Selective Call Forwarding and Three-Way Calling.

	<u>Plan A</u>	<u>Plan B</u>	
GTE Service Territory	\$22.19	\$17.66	(I)
Pacific Bell Service Territory	\$19.39	\$15.51	
Pacific Bell Service Territory (for Centrex and ISDN Services only)	\$37.18	\$29.74	(I)

**B. NOS Major Deal Plan – Option A**

NOS Major Deal is a combination of Custom Calling Features and class services available as a package to residential customers only.

	<u>Plan A</u>	<u>Plan B</u>	
GTE Service Territory	\$24.96	\$19.97	(I)
Add'l Voice Mail Service	\$8.86	\$7.08	(I)

**C. NOS Major Deal Plan – Option B**

NOS Major Deal Plan – Option B is a combination of Custom Calling Features and class services available as a package to business customers.

	<u>Plan A</u>	<u>Plan B</u>	
GTE Service Territory	\$14.03	\$11.22	(I)

**D. Intelligent Choice Package**

A custom calling feature package that includes the following services for each line: Call Forwarding, Call Waiting/Cancel Call Waiting, Three Way Calling and Speed Calling 8.

	<u>Plan A</u>	<u>Plan B</u>	
GTE Service Territory	\$13.84	\$11.07	(I)



**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

***Schedule 10: Custom Calling Feature Packages (Cont'd)***

**E. Intelligent Choice 4400 Package**

An Intelligent Choice Package that includes the following Custom Calling Features: Busy Redial, \*69, Call Block, Call Waiting and Distinctive Ring (as an available option).

	<u>Plan A</u>	<u>Plan B</u>	
GTE Service Territory	\$13.84	\$11.07	(I)

**F. Call Management Complete Package**

Call Management Complete Package is a combination of Custom Calling Features available at term discount to business customers. Features offered in this package include Call Waiting/Cancel Call Waiting, Caller ID, Three-Way Calling and Flexible Call Forwarding.

	<u>Plan A</u>	<u>Plan B</u>	
GTE Service Territory	\$13.99	\$11.20	(I)

**G. Call Management Deluxe Package**

Call Management Deluxe Package is a combination of Custom Calling Features available at term discount to business Customers. Features offered in this package include Call Waiting/Cancel Call Waiting, Caller ID, Three-Way Calling and Flexible Call Forwarding, \*69 and Distinctive Ring.

	<u>Plan A</u>	<u>Plan B</u>	
GTE Service Territory	\$27.07	\$21.66	(I)

**H. The Works**

The Works is a Custom Calling Feature Package from which Customers may select five to ten of the following plus Caller ID: Call Forwarding, Call Return, Call Screen, Call Waiting, Call Waiting ID, Priority Ringing, Repeat Dialing, Select Call Forwarding, Speed Calling – 8 and Three Way Calling.

**Pacific Bell Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
The Works	\$44.10	\$35.29	(I)
The Works Plus	\$31.57	\$25.23	(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

***Schedule 10: Custom Calling Feature Packages (Cont'd)***

**I. Customer Selected Pricing Plan**

Customer Selected Pricing Plan is a package of Custom Calling Features selected by the Customer.

	<u>Plan A</u>	<u>Plan B</u>	
GTE Service Territory	\$33.51	\$26.81	(I)

**J. Bundled \*66, \*69, Three Way Block**

	<u>Plan A</u>	<u>Plan B</u>	
Pacific Bell Service Territory	\$4.28	\$3.42	(I)

**K. Bundled Service Offerings**

Certain Custom Calling Features may be offered on a bundled or unbundled basis. The following are prices for unbundled services by individual usage.

	<u>Plan A</u>	<u>Plan B</u>	
Bundled Call Forward	\$0.65	\$0.52	(I)
Bundled Caller ID	\$1.65	\$1.32	
Bundled Call Waiting/Cancel Call Waiting	\$1.06	\$0.84	
Bundled Three-Way Calling	\$0.90	\$0.73	(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

***Schedule 10: Custom Calling Feature Packages (Cont'd)***

**L. RESIDENTIAL UNLIMITED CALLING PROGRAM**

This service is for use by residential customers who select 011 Communications or International Plus service. Customers who subscribe to this voice service must select and designate NOS Communications, Inc. as its Local Exchange Carrier (LEC), and NOS Communications, Inc. d.b.a. 011 Communications or International Plus as its Interexchange Carrier (IXC) for interstate, International and intrastate calling, and as its intraLATA toll provider for intraLATA toll calling. Concurrent with enrollment in this plan, customers must also enroll in any companion unlimited traffic plans for all domestic traffic.

A monthly recurring charge will apply to this service as outlined below. This charge is identical to and shall not be in addition to the monthly recurring charge as outlined in any tariffs or service guides as applicable to companion Federal Service or to companion State Residential Unlimited Calling Program Services.

	<u>Plan A</u>	<u>Plan B</u>
Monthly charge:	\$63.24	\$63.24

(I)

The following is included in the monthly recurring charge: Unlimited domestic state-to-state (Interstate) long distance, unlimited instate (Intrastate) long distance, and unlimited local toll calls, directly dialed from home; Basic line charges and features, and voicemail.

The following are not included in the monthly recurring charge: toll-free calling, international calling, calling card calls, cellular telephone platform calls, remote call forwarding, off premise extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Numbers, Local Number Portability, non-recurring charges, operator assistance, directory assistance, directory listing options, taxes, surcharges, per use charges and custom calling features. Customers will be charged at the rates contained within the Mobile Progressive Calling plan for international calls, or at the appropriate basic rate for all services not included within the monthly recurring charge.



**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

***Schedule 11: Service Maintenance and Installation Charges (Cont'd)***

**D. Inside Wire Maintenance Charge**

The Inside Wire Maintenance Charge applies when a customer requests noncomplex wire and jack maintenance. Material is included in the charge.

	<u>Plan A</u>	<u>Plan B</u>	
GTE Service Territory	\$2.09	\$1.67	(I)
Pacific Bell Service Territory	\$4.73	\$3.78	(I)

**E. Jack Maintenance Charge**

The Jack Maintenance Charge applies when a customer requests noncomplex wire and jack maintenance. Material is included in the charge.

	<u>Plan A</u>	<u>Plan B</u>	
Pacific Bell Service Territory	\$5.23	\$4.17	(I)

**F. Visit Charge**

The Visit Charge is applicable to the charge resulting from the Company repairman's visit to the Customer's premises when a service difficulty is found to be the result of Customer-provided facilities.

	<u>Plan A</u>	<u>Plan B</u>	
GTE Service Territory, per visit	\$120.56	\$96.45	(I)

	<u>Plan A</u>	<u>Plan B</u>	
<b>G.</b> Hunting Group Add/Change Order	\$18.98 per group	\$18.98 per group	(I)

<b>H.</b> Suspend for Non-payment Restoral Order:	\$12.65 per line	\$12.65 per line	
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<b>I.</b> Feature Add/Change Order:	\$12.65 per order	\$12.65 per order	
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<b>J.</b> Remote Call Forwarding Add/Change Order:	\$12.65 per path	\$12.65 per path	
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<b>K.</b> Listed/Unlisted Designation Add/Change Order:	\$6.33 per order	\$6.33 per order	
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<b>L.</b> Inside Wire or other Installation Orders:	ICB	ICB	(I)
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**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

***Schedule 12: Miscellaneous Fees and Charges***

**A. IntraLATA Toll Presubscription**

IntraLATA Toll Presubscription is a procedure whereby a Customer designates to the Company the Carrier that the Customer wishes to use as its primary interexchange carrier (“PIC”) for intraLATA toll calls. Such calls are automatically designated to the intraLATA PIC, without the need to use carrier access codes or additional dialing to direct the Call to the designated Carrier. IntraLATA Toll Presubscription does not prevent a Customer who has presubscribed to an IntraLATA Toll Carrier from using carrier access codes or additional dialing to direct Calls to an alternative intraLATA toll Carrier on a per Call basis. All new Customer’ initial requests for intraLATA toll service presubscription will be provided free of charge.

**Fee:** \$5.50 per charge

**B. Bad Check Charge**

If payment for Service is made by a check, draft, or similar instrument (collectively “Check”) that is returned to the Company unpaid by a bank or other financial institution for any reason, the Company may bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier’s check, certified check or money order.

**Fee:** \$27.50 per returned check

**C. Late Payment Fee**

A late payment fee of 1.5% will be applied to service charges not paid by the due date of the bill. The late payment fee will not be applied to previous late payment charges that have been assessed but remain unpaid, but will apply to the accumulated amount for which the Customer is in arrears.

**D. Federal Subscriber Line Charge**

	<u><b>Plan A</b></u>	<u><b>Plan B</b></u>	
GTE Service Territory	\$15.80	\$12.31	(I)
Pacific Bell Service Territory	\$8.51	\$6.81	(I)

**E. Access Charges**

**GTE Service Territory**

	<u><b>Plan A</b></u>	<u><b>Plan B</b></u>	
ISDN BRI	\$12.40	\$9.92	(I)
Line Port	\$1.42	\$1.77	
Centrex Enhanced Custom Package	\$13.39	\$10.70	(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

***Schedule 12: Miscellaneous Fees and Charges (Cont'd)***

**F. Number Portability Service Surcharge**

	<u>Plan A</u>	<u>Plan B</u>	
Pacific Bell Service Territory	\$0.68	\$0.55	(I)

**G. Sectional Billing Arrangements**

Company provides customers additional billing services or options beyond basic billing services. The charge for this service is on a per-bill basis.

	<u>Plan A</u>	<u>Plan B</u>	
Pacific Bell Service Territory	\$3.11	\$2.50	(I)

***Schedule 13: Equipment***

**A. Miscellaneous Equipment**

**GTE Service Territory**

	<u>Plan A</u>	<u>Plan B</u>	
Miscellaneous Equipment	\$4.38	\$3.51	(I)
Switchboard Station Equipment	\$4.70	\$3.76	(I)

**COMPETITIVE LOCAL CARRIER**

**SECTION 2 – RATE SCHEDULES (CONT'D)**

***Schedule 14: Promotional and Telecompetitive Service Offerings***

**A. Customer Loyalty Plan**

From time to time, Company shall tariff rates or select tariffed rates, the purpose of and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential customers, which, if not matched or bettered, would result in the loss of an existing or potential customer and/or in the reduction of traffic volume of the customer. Company either shall require customer confirmation of the competitive offer in writing or shall confirm the availability of a more favorable competitive rate from published tariffs, marketing materials, or other public sources to establish a customer's right to obtain a Promotional, Special Service and/or Telecompetitive Service offering.

Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth herein will receive a credit on either their 4, 6th or 9th invoice as selected by Customer upon service initiation and as provided following.

1. For each three, five or eight invoices (for credit months 4, 6 and 9, respectively) of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
2. To be eligible for the 4th, 6th or 9th invoice free bonus, each Customer must:
  - (a) have initiated service;
  - (b) have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
  - (c) have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
  - (d) have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's ninth invoice; and
  - (e) pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated preceding.



**COMPETITIVE LOCAL CARRIER**

**SECTION 3 - RULES**

***Rule 1: Definitions***

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

**Automatic Numbering Identification** – A type of signaling provided by a local exchange telephone company, which automatically identifies the local exchange line from which a call originates.

**Business Day** – The period of time from 10:00 a.m. to 4:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

**Busy Hour** – The two consecutive half hours during which the greatest volume of traffic is handled in the central office.

**Call** – A completed connection between the Calling and Called parties.

**Called Station** – The telephone number called.

**Calling Station** – The telephone number from which a Call originates.

**Carrier** – An entity, other than the Company, that provides telecommunications service.

**Commission** – California Public Utilities Commission.

**Company** – NOS Communications, Inc., unless specifically stated otherwise.

**Customer** – A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

**Disconnect** – To render inoperable or to disable circuitry thereby preventing outgoing and incoming telecommunications service.

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

**Rule 1: Definitions (Cont'd)**

**Exchange** – The geographical area that has been established to administer and furnish communications in that area.

**Exchange Service** – Service that involves furnishing central office facilities to provide users with the ability to make calls within the local service calling area on a measured or unlimited use bases.

**Incomplete** – Any Call where voice transmission between the Calling and Called station is not established.

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

**Holiday** – For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**LATA** – A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-01102; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

**Measured Charge** – A charge assessed on a per-minute basis in calculating a portion of the charges due for a completed interexchange or local call.

**Message** – A completed telephone call by a Customer or User.

**Message Toll Service** – A service involving facilities for telecommunications between local calling service areas.

**Non-Business Day** – The period of time from 4:01 p.m. to 8:510 a.m., Monday through Friday, and all Saturday and Sunday, as measured by local time at the location from which the Call is originated.

**Normal Business Hours** – The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 1: Definitions (Cont'd)***

**Premises** – The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

**Rate** – Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

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

**Service** – The Company's intrastate regulated telecommunications service.

**Shared** – A facility of equipment system that can be used simultaneously by several customers.

**State** – State of California, unless otherwise noted.

**Telecommunications** – The transmission of voice communications or subject to the transmission capabilities of the Service, the transmission of data, signaling, metering, or other similar communications.

**Terminal Equipment** – Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

**User or End User** – Customer or any authorized person or entity that utilizes the Company's services.

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 2: Abbreviations***

- BLV** – Busy Line Verification
- CPE** – Customer Premises Device
- FCC** – Federal Communications Commission
- ILEC** – Incumbent Local Exchange Carrier
- IXC** – Interexchange Carrier
- PBX** – Private Branch Exchange
- PIC** – Primary Interexchange Carrier
- PICC** – Primary Interexchange Carrier Charge
- POP** – Point of Presence
- PSAP** – Public Safety Answering Point
- V&H** – Vertical and Horizontal Coordinates

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 3: Description of Services***

- A.** The Company undertakes to furnish business and residential communications services pursuant to the terms of this tariff in connection with one-way and/or two-way voice and data transmission between points within the State of California.
- B.** Service is offered for local calling to Customers pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedule contained in Section 2 of this Tariff. Rates vary based on whether the Customer is located in areas served by Pacific Bell and GTE.
- C.** Service is available 24 hours a day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.
- D.** Services are offered via the Company's facilities (whether owned, leased or under control) in combination with resold services provided by other certified carriers.

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 4: Undertaking of the Company***

- A.** The Company provides facilities-based and resold local exchange telecommunications service to Customers for the direct transmission of voice, data and other types of telecommunications.
- B.** The Company is responsible for the services provided under this tariff and for unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other Carrier to the End User or to any carrier that purchases access to the Company network.
- C.** The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- D.** The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at 888-570-4667 (telephone) and 888-571-4667 (facsimile). Customers wishing to communicate with the Company in writing may send correspondence to: 4380 Boulder Highway, Las Vegas, Nevada 89121.

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 5: Limitation of Service***

- A.** Service is offered subject to the availability of facilities and provisions of this tariff.
- B.** Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- C.** The use of the Company's Services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- D.** The Company's Services may be denied for nonpayment of charges. Additionally, the Company's Services may be denied for noncompliance with any of the Commission's regulations, or for other violations of the terms and conditions set forth in this tariff.
- E.** The use of the Company's Services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- F.** Service temporarily may be refused or limited because of system capacity limitations.
- G.** Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- H.** Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- I.** Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its Service, Service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- J.** The Company is not liable to Users for interruptions in Service except as set forth in Rule 5 of this tariff.
- K.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- L.** The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 5: Limitation of Service (Cont'd)***

1. Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
2. Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, flood or other catastrophes, war, riots, national emergencies, government or military authorities, strikes, lock-outs, work stoppages or other labor difficulties, or causes beyond the Company's control;
3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander or infringement of copyright or trademark arising directly or indirectly from content transmitted over facilities provided by the Company;
5. Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
6. Claims arising out of any act or omission of the User in connection with service provided by the Company;
7. Breach in the privacy or security of communications transmitted over the Company's facilities;
8. Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer;
9. Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof;
10. Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
11. Any non-completed calls due to network busy conditions; and



**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

**Rule 5: *Limitation of Service (Cont'd)***

12. Any calls not actually attempted to be completed during any period that service is unavailable
- M.** The User shall reimburse the Company for all costs, expenses and fees, including reasonable attorney's fees, incurred by the Company in its defense against claims set forth in this Section.
- N.** The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.
- O.** With the exception of billing disputes, any claim against the Company shall be deemed waived unless presented to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- P.** With respect to the services provided pursuant to this tariff, the Company makes no representations or warranties, express or implied, either in fact or by operation of law, statutory or otherwise, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, except those expressly set forth in this tariff. The Company does not authorize anyone to make a warranty or representation of any kind on its behalf and the User should not rely on any such statement.
- Q.** Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service, in no event shall exceed an amount equivalent to the proportionate fixed monthly charge assessed on the Customer for the time period in which the service giving rise to the claim occurred.

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 6: Responsibilities of the Customer***

- A.** Customers may be required to enter into a written service order which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services and the terms and conditions in the tariffs of the Company. Customer also may be required to execute any other documents or provide information pertaining to past accounts for similar services as may be reasonably requested by the Company.
- B.** The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- C.** At the expiration of the initial term specified in each Service Order, or any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the service shall survive such termination.
- D.** The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- E.** If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- F.** The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 6: Responsibilities of the Customer (Cont'd)***

- G.** The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- H.** The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- I.** The Customer agrees to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees, including reasonable attorneys' fees, incurred by the Company in its defense against such actions.

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 6: Responsibilities of the Customer (Cont'd)***

**A. General**

1. A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
2. An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
3. If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.
4. The Company will normally clear all trouble of an emergency nature at all hours, consistent with the needs of Customers and the personal safety of Company personnel.
5. The Company normally will clear all other trouble calls not requiring unusual repair, such as cable failures, within 24 hours of the report received by the utility, excluding Sundays and holidays unless the Customer agrees to another arrangement.

**B. Application of Credits for Interrupted Services**

1. At the Customer's request, a credit allowance will be given for a continuous interruption of service for a period of twenty-four (24) hours or more after being found or reported.
2. Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
3. In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 6: Responsibilities of the Customer (Cont'd)***

**C. Limitations on Allowances**

1. No credit allowance will be made for any interruption of service:
  - (a) due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
  - (b) due to the failure of power, equipment, systems or services not provided by the Company;
  - (c) due to circumstances or causes beyond the control of the Company;
  - (d) during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
  - (e) during any period in which the User continues to use the service on an impaired basis;
  - (f) during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
  - (g) that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

**Rule 6: Responsibilities of the Customer (Cont'd)**

**C. Limitations on Allowances (Cont'd)**

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

**D. Termination of Service**

1. A Customer may terminate service, with or without cause, by giving the Company written notice, except where cause must be provided pursuant to the Customer's contract or Service Order. If a Customer orders services requiring special equipment and/or facilities dedicated to the Customer's use and then cancels the order before the service begins, a charge will be made to the Customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company.
2. Upon five (5) business days written notice to the Customer, the Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:
  - (a) Failure of the Customer to pay a non-disputed delinquent account;
  - (b) Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;
  - (c) Failure of the Customer to permit the Company to have reasonable access to its equipment, facilities, service connections or other property;
  - (d) Failure of the Customer to provide the Company with adequate assurances that an unauthorized use or practice will cease;
  - (e) Customer violation of any regulation governing the service under this tariff, or a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
  - (f) Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction;
  - (g) Customer fraud or material misrepresentation of identity for purpose of obtaining telephone service; or
  - (h) Failure of the Customer to adhere to contractual obligations with the Company.

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 6: Responsibilities of the Customer (Cont'd)***

**D. Termination of Service (Cont'd)**

3. The Company may terminate Service without notice to the Customer for any of the following occurrences:
  - (a) Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Company's equipment or service to others;
  - (b) Customer non-compliance with any provision of this tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Company;
  - (c) The existence of a condition on the Customer's premises determined by the Company to be hazardous;
  - (d) Customer tampering with the Company's equipment or service; or
  - (e) Customer's unauthorized or illegal use of the Company's service or equipment.
  
4. The Customer is responsible for all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in collecting such charges).

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 7: Payment of Charges***

- A.** The Customer is responsible for payment of all charges for service furnished by the Company to the Customer and Users, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.
- B.** Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length, and payment is due upon receipt. Payment will be considered timely if paid within twenty (20) days of the billing date. After twenty (20) days, payment will be considered late.
- C.** The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.
- D.** Customers must notify the Company either verbally or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay any disputed charges during the time period in which the Company conducts its investigation into the matter.
- E.** In the event of a dispute concerning a bill, Customers must pay a sum equal to the amount of the undisputed portion of the bill and proceed with the complaint procedures set forth in this tariff.

***Rule 8: Deposits***

- A.** The Company will not require deposits from Customers.

***Rule 9: Advanced Payments***

- A.** The Company will not require advance payments from Customers.

***Rule 10: Taxes***

- A.** The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes, fees and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporation. All such taxes, fees and charges shall be billed separately as separate items and are not included in the quoted rates for local exchange service.



**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 11: Transfers and Assignments***

- A. Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

***Rule 12: Contracts***

- A. The Company will provide contract offerings to its Customers. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer. Contracts will be filed in compliance with General Order No. 96-A.

***Rule 13: Promotional Offerings***

- A. The Company may establish temporary promotional programs under which it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a Service not previously received by the Customers. The specific terms of each promotional program shall be filed with the Commission within 30 days of its effective date.

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 14: Disputed Bill Procedure***

**A. Disputed Bill Procedure**

In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:

1. The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.
2. The undisputed portion of the bill must be paid by the “due by” date (no sooner than 15 days of the date of presentation) shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
3. If there is still disagreement about the disputed amount after an investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Branch (“CAB”) of the Commission for an investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within seven (7) calendar days after the date on which the Company notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will be disconnected. However, the service will not be disconnected prior to the due by date shown on the bill. The Company may not disconnect the Customer’s service for nonpayment as long as the Customer complies with these conditions.
4. The Company shall respond within ten (10) business days to requests for information issued by CAB. CAB will review the Customer’s claim of the disputed amount, communicate the results of its review to the Customer and the Company, and disburse the monies deposited by the Customer.
5. After the investigation and review are completed by the Company as described above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the “due by date” shown on the bill.

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 14: Disputed Bill Procedure (Cont'd)***

**B. Address of CAB for Billing Disputes**

The address of the CAB is as follows:

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

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 15: Application of Rates***

**A. Rates Based on Duration of Use**

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

1. Unless otherwise specified, calls are timed in one minute increments. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
2. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
3. Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.

**B. Rates Based Upon Distance**

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

1. Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 15: Application of Rates (Cont'd)***

**B. Rates Based Upon Distance (Cont'd)**

2. The airline distance between any two Rate Centers is determined as follows:
  - (a) Obtain the “V” (vertical) and “H” (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
  - (b) Compute the difference between the “V” coordinates of the two rate centers; and the difference between the two “H” coordinates.
  - (c) Square each difference obtained in step (2) above.
  - (d) Add the square of the “V” difference and the square of the difference obtained in step (3) above.
  - (e) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
3. Timing terminates on all calls when the calling party hangs up or the Company’s network receives an on-hook signal from the terminating carrier.

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 16: Timing of Calls***

- A.** The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (*i.e.* when two-way communications is possible), and ends when either party hangs up.
- B.** No charges apply if a Call is not completed.
- C.** For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum Call duration is one (1) minute for a connected Call.
- D.** Where applicable, charges will be rounded up to the nearest penny.
- E.** Usage begins when the called party picks up the receiver (*i.e.* when two-way communication is possible). A Call is terminated when the calling or called party hangs up. The Company utilizes software answer supervision, which permits up to sixty (60) seconds of ringing before the Call becomes billed usage. Where answer supervision is not available, any Call for which the duration exceeds sixty (60) seconds shall be presumed to have been answered and becomes billed usage.
- F.** The Company will not knowingly charge for Incomplete or unanswered Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any Incomplete or unanswered Call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision. Upon the Customer's request and proper verification, the Company also shall promptly adjust or credit the Customer's account for charges or payments for Calls placed to a wrong number.

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 17: Start of Billing***

- A. For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation, or another date mutually agreed-upon by the Customer and the Company.

***Rule 18: Minimum Call Completion Rate***

- A. The Customer may expect a Call completion rate of at least ninety-percent (90%) of dialed, local interoffice calls attempted during peak use periods or the busy hour.

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 19: Services for the Deaf and Disabled***

- A.** The Company will provide Customers with access to a telephone relay center for California Relay Service. In addition, the Company will participate in the Deaf and Disabled Equipment Program. The Company will provide access to both of these services through arrangements with other telecommunications carriers.
- B.** The Relay Service permits telephone communications between hearing and/or speech impaired individuals who must use a TDD or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired Customers to use.
- C.** Only intrastate Calls can be completed using the California Relay Service under the terms and conditions of these tariff schedules.
- D.** The following Calls may not be placed through the Relay Service:
  - 1. Calls to informational recordings and group bridging service;
  - 2. Calls to time or weather recorded messages;
  - 3. Station sent paid calls from coin telephones; and
  - 4. Operator-handled conference service and other teleconference Calls.
- E.** The Company will impose a surcharge to all Customers for this service at a level determined by the Commission.



**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 20: Taxes and Surcharges***

In addition to the charges specifically pertaining to the Company's services, certain federal, state, and local surcharges, taxes and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the Customer for the Company's intrastate services. Such charges include, but are not limited to, the surcharges and fees ordered by the CPUC and set forth below. None of the following surcharges will apply to any taxes or surcharges levied upon the Company's service to a Customer.

**California Relay Service and Communications Device Fund Surcharge:** In compliance with CPUC Resolution T-13005, which established a program to distribute telecommunications devices for the deaf and established a dual-party relay service program for hard-of-hearing and deaf people in California, as amended by Resolution T-16090 and T-16234 and Decision No. 98-12-073, the Company imposes a surcharge of 0.300% applied monthly to all intrastate tariffed services not exempt from the surcharge. This surcharge will be identified on the Customer's billing statement as the "California Relay Service and Communications Devices Fund Surcharge."

**Universal Lifeline Telephone Service Surcharge:** Pursuant to CPUC Resolution No. M-4770, as modified by Resolution No. T-16594 and CPUC Decision 94-09-065, Resolution No. T-16245, a 0.000% surcharge will be applied to the Customer's bill for intrastate services that appear on that particular bill.

**California High Cost Fund A Surcharge:** The Company will impose a surcharge of 0.210% on all intrastate services to fund the California High Cost Fund A program in compliance with CPUC Decision 96-10-066, Resolution No. T-16589. This surcharge will be applied to each Customer's monthly bill and will be identified as the "California High Cost Fund A Surcharge."

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 20: Taxes and Surcharges*** (Cont'd)

**California High Cost Fund B Surcharge:** The Company will impose a surcharge of 2.200% on all intrastate services to fund the California High Cost Fund B program in compliance with CPUC Decision 96-10-066, Resolution No. T-16585. This surcharge will be applied to each Customer's monthly bill and will be identified as the "California High Cost Fund B Surcharge."

**California Teleconnect Fund Surcharge:** Pursuant to Resolution T-16584 a 0.00% surcharge will be imposed on all end-user, intra-state charges to fund the California Teleconnect Fund. The surcharge will be applied to each Customer's monthly bill and will be identified as the "California Teleconnect Fund Surcharge."

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 21: Forms***

**A. Disconnect Notice (Business)**

(SAMPLE CALIFORNIA LOCAL DISCONNECT NOTICE, BUSINESS)

NOS LETTERHEAD

**INTENT TO DISCONNECT SERVICE -- FINAL NOTICE  
PLEASE BRING THIS NOTICE TO THE ATTENTION OF NOS COMMUNICATIONS, INC.  
WHEN RESPONDING TO THIS LETTER**

[DATE]

SENT VIA DHL OVERNIGHT DELIVERY

[CUSTOMER ACCOUNT NAME]

[CUSTOMER ADDRESS]

RE: Account #  
Phone number(s):

Dear Mr./Ms. Name,

**By this correspondence, NOS Communications, Inc., is providing notice that your local telephone service under the Account. shown above will be terminated. This termination -- which will leave you without basic telephone service or “dial tone” connection -- will occur on or after [7 days from date of mailing].**

This is not a demand for payment. Your local telephone service is being cancelled as a result of your previous non-payment for local service charges under the account referenced above.

You should immediately contact your area’s incumbent local exchange provider (Pacific Bell at 800-310-2355\* or GTE at 800-483-5000\*) if you wish to receive local service from this provider. You alone can make these transition arrangements prior to the date of cancellation. NOS Communications, Inc. is not responsible for local service interruption as a result of this transfer.

(\*Note: When dialing PacBell or GTE toll-free numbers, do not enter your phone number at the prompt.)

Should you choose to continue local service with NOS, you must send full payment of [ \$ *can be local and long distance amount* ] to be received at the address below not later than 48 hours prior to the date above. By doing so, you are agreeing to honor all on-going and future long distance and local telephone service charges as they become due.

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 21: Forms (Cont'd)***

**A. Disconnect Notice (Business) (Cont'd)**

If you have any questions regarding this notice and your account status, you may contact the address below or call 888-845-7550 and ask for Patrick Jackson:

NOS Communications, Inc.  
Attn: Patrick Jackson  
4380 Boulder Highway  
Las Vegas, NV 89121

**If you have a dispute regarding this correspondence or account, you may contact the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, CA 94102, or 107 S. Broadway, Room 5109, Los Angeles, CA 90012. You may also file a complaint with the California Public Utilities Commission by calling 800-649-7570. To avoid having service disconnected during the pendency of your dispute, payment of the disputed bill should be made “under Protest” to the CPUC, or payment arrangements should be made agreeable to NOS Communications, Inc., pending the final outcome of the Commission’s Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount and communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission.**

We urge you to take this notice seriously and to act quickly to make alternative arrangements for your local service.

Sincerely,

Patrick Jackson  
Systems Administrator  
NOS Communications, Inc.  
888-845-7550

Copy: File

PJ/tb

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

**Rule 21: Forms (Cont'd)**

**B. Disconnect Notice (Residential)**

(SAMPLE CALIFORNIA LOCAL DISCONNECT NOTICE,  
RESIDENTIAL)

[NOS Letterhead]

**INTENT TO DISCONNECT SERVICE -- FINAL NOTICE  
PLEASE BRING THIS NOTICE TO THE ATTENTION OF NOS COMMUNICATIONS, INC.  
WHEN RESPONDING TO THIS LETTER**

[DATE]

[Customer Name]\  
[Customer Address]  
[Customer Account #]

Dear Mr./Ms. [Name],

**By this correspondence, NOS Communications, Inc., is providing notice that your local telephone service under the Account shown above will be terminated. This termination -- which will leave you without basic telephone service or “dial tone” connection other than emergency 911 service -- will occur on or after [7 days from date of mailing].**

This is not a demand for payment. Your local telephone service is being cancelled as a result of your previous non-payment for local service charges under the account referenced above.

You should immediately contact your area’s incumbent local exchange provider (Pacific Bell at 800-310-2355\* or GTE at 800-483-5000\*) if you wish to receive local service from this provider. You alone can make these transition arrangements prior to the date of cancellation. NOS Communications, Inc. is not responsible for local service interruption as a result of this transfer.

(\* Note: When dialing PacBell or GTE toll-free numbers, do not enter your phone number at the prompt.)

Should you choose to continue local service with NOS, you must send full payment of [*\$ can be local and long distance amount*] to be received at the address below not later than 48 hours prior to the date above. By doing so, you are agreeing to honor all on-going and future long distance and local telephone service charges as they become due.

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 21: Forms (Cont'd)***

**B. Disconnect Notice (Residential) (Cont'd)**

If you have any questions regarding this notice and your account status, you may contact the address below or call 888-845-7550 and ask for Patrick Jackson:

NOS Communications, Inc.  
Attn: Patrick Jackson  
4380 Boulder Highway  
Las Vegas, NV 89121

**If you have a dispute regarding this correspondence or account you may contact the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, CA 94102, or 107 S. Broadway, Room 5109, Los Angeles, CA 90012. You may also file a complaint with the California Public Utilities Commission by calling 800-649-7570. To avoid having service disconnected during the pendency of your dispute, payment of the disputed bill should be made “under Protest” to the CPUC, or payment arrangements should be made agreeable to NOS Communications, Inc., pending the final outcome of the Commission’s Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount and communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission.**

We urge you to take this notice seriously and to act quickly to make alternative arrangements for your local service.

Sincerely,

Patrick Jackson  
Systems Administrator  
NOS Communications, Inc.  
888-845-7550

Copy: File

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

**Rule 21: Forms (Cont'd)**

**C. Letter of Authorization**

**Letter of Authorization (LOA) for Local Telephone Exchange Services**

Customer selects and appoints NOS Communications, Inc., herein after “Company”, as its primary local exchange carrier (PLEC) to provide the local exchange service which are being provided to Customer at the locations and for the billed telephone numbers (BTNs) (lines) specified below. By appointing Company as its PLEC, Customer will be changing PLECs and authorizes Company to act as its agent to carry out the preferred carrier change. Customer understands that they may choose only one PLEC. Customer understands that switching fees may be assessed by their current local exchange carrier. If a charge applies, Customer may contact Company to receive credit for these charges. Company by this document is authorized to obtain, and all other carriers or service providers are hereby instructed to supply and cooperate by providing such information, including without limitation, all customer proprietary network information (CPNI), about Customer as may be required to implement this order switching Customer’s local exchange services. We further authorize Company to handle all negotiations for service requests and the issuance of orders for our telephone service at the address below until further notice. This authorization is effective immediately. Tariff provisions apply; modifications not authorized. Company’s application for local service pending in certain states. Where such applications are pending, enrollment of local service may be delayed.

Company Billing Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Main Billing Number: \_\_\_\_\_

Additional Numbers: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

-----  
By signing above and accepting service from NOS, I hereby agree to the NOS “Terms and Conditions of Service”, including binding dispute arbitration procedures, posted at [www.nos.com](http://www.nos.com).

**COMPETITIVE LOCAL CARRIER**

**SECTION 3 – RULES (CONT'D)**

***Rule 21: Forms (Cont'd)***

**D. Welcome Notice**

April 25, 2003

Company Name  
Address  
Address

Dear Contact Name,

Welcome to NOS Communications, Inc.! Thank YOU for choosing us to provide your business with the highest quality long distance service available. We appreciate your time and participation in our quality assurance provisioning process. This is to ensure that your transition to our long distance service is as smooth and complete as possible.

As your business telecommunications needs expand, NOS Communications is available to meet them. However, please note that our records of your long distance service are independent of those kept by your local service provider. The notice of the changes that you send to your local service provider (including the addition of new lines) will not automatically be forwarded to us. Therefore, it is especially important that you notify us directly at 888-570-4667 (or fax us at 888-571-4667) when you wish to modify your long distance service, including the addition or deletion of lines.

At NOS Communications, our Customer Care representatives stand ready to answer all of your questions regarding your business account and the long distance services that we provide. These representatives are available from 6.00 am to 5 00 pm Pacific Time, Monday through Friday. Our toll-free number is 800-772-4667. Please note that you may also resolve most customer care issues by accessing your account online at [www.nos.com](http://www.nos.com). Simply, access the customer service link by clicking on "Log on to your account" and provide a description of your customer service request.

You may also wish to confirm the transition of your long distance service for yourself. To do so, simply dial 700-555-4141 from each of the lines that you have transitioned to NOS Communications, and a recording will acknowledge that you are now able to receive our business-friendly rates!

Finally, we have emergency service technicians available to assist you 24 hours a day. When you call 888-570-4667 after hours and leave a message stating that you have an emergency situation, please make sure to leave your name and contact number (including the area code), and we will be in touch with you as quickly as possible. A convenient reminder of important NOS Communications telephone numbers is included in this welcome package. However, please remember, that you can make customer service requests 24 hours a day at [www.nos.com](http://www.nos.com).

We look forward to keeping you posted on the exciting new services that NOS Communications, Inc. will soon be presenting to our customers. In the meantime, thank you for giving us the privilege of serving your business communications needs - now and in the future!

Sincerely,  
Your NOS Communications, Inc.  
Customer Care Department