

Cbeyond Communications, LLC d/b/a Birch
2323 Grand Blvd., Suite 925
Kansas City, MO 64108
U-6446-C

Schedule Cal. P.U.C. No. 5-T
Original Cal. P.U.C. Sheet No. 1

COMPETITIVE LOCAL EXCHANGE CARRIER

This tariff, Cbeyond Communications, LLC d/b/a Birch, California Tariff No. 5-T, replaces Cbeyond Communications, LLC California Tariff No. 1-T in its entirety.

Tariff Schedules
Applicable to

INTRASTATE COMPETITIVE LOCAL EXCHANGE SERVICES

of

Cbeyond Communications, LLC d/b/a Birch

U-6446-C

These tariff schedules contain the description, regulations and rates for the furnishing of services and facilities for telecommunications services provided by Cbeyond Communications, LLC d/b/a Birch with principal offices at 2323 Grand Blvd., Suite 925, Kansas City, MO 64108. These tariff schedules apply for service furnished within the State of California. These tariff schedules are on file with the California Public Utilities Commission, located at 505 Van Ness Avenue, San Francisco, California 94102. Copies may be inspected, during normal business hours, at the Company's principal place of business.

Advice Letter No. 26
Decision No.
Resolution No.

Issued by:
Christopher A. Bunce
Sr. Vice President and General Counsel

Issued: October 17, 2014
Effective: October 22, 2014

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

COMPETITIVE LOCAL EXCHANGE CARRIER

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COMPETITIVE LOCAL EXCHANGE CARRIER

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 EXCHANGE CARRIER

PRELIMINARY STATEMENT

These tariff schedules set forth the service offerings, rates and terms and conditions of Cbeyond Communications, LLC d/b/a Birch (“Cbeyond” or “Company”) applicable to its provision of intrastate, End User local exchange telecommunication service to business Customers within the Los Angeles, San Francisco, and San Diego metropolitan areas.

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.

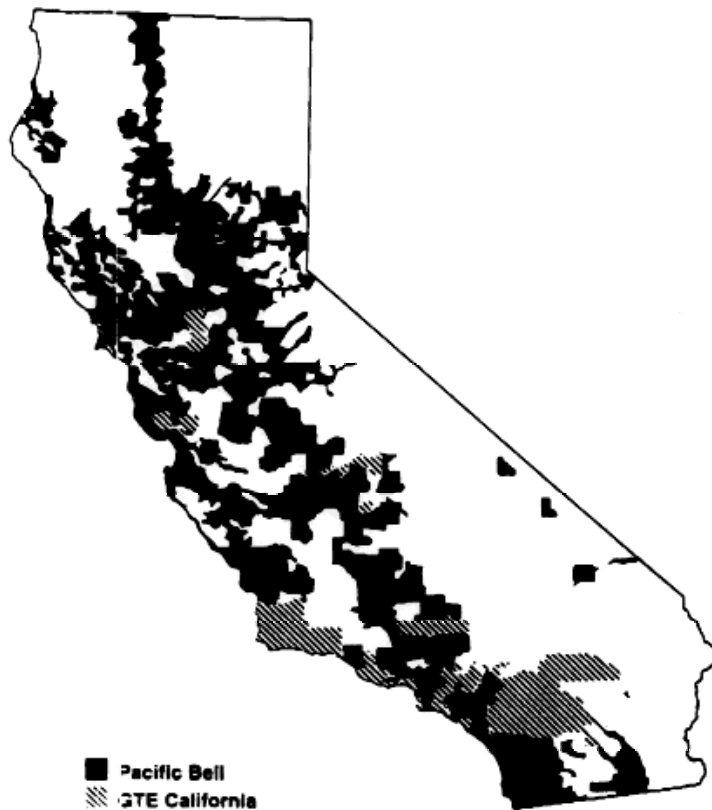
The following are the only symbols used for the purposes indicated below:

- (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

COMPETITIVE LOCAL EXCHANGE CARRIER

LOCAL SERVICE AREA MAP

The Company has been authorized by the Commission to provide facilities-based and resold competitive local exchange service within the areas of the State of California identified on the following map.



COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 1 – LIST OF CONTRACTS AND DEVIATIONS

Name and Location of Customer	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Most Comparable Regular Tariff Schedule No.	Contract Differences
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None

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – RATE SCHEDULES

Schedule 1: Local Exchange Services

A. Local Exchange Service Offerings

Where technically and economically feasible, the Company offers local exchange telecommunications services to business Customers pursuant to contractual arrangements. The Customer's total monthly use of the Company's service is charged at the applicable rates, in addition to any monthly service charges.

1) Business Local Exchange Service

Business Local Exchange Service provides the Customer with basic business access lines allowing connectivity to the local service network and features. Customers subscribing to business Local Exchange Service must order service on a per-minute usage basis.

(a) Rates

Flat Rate Service:

Monthly recurring charge, per line: \$30.00

Non-recurring charge, per line: \$75.00

2) Business Trunk Line Service

Business Trunk Line Service provides trunk-featured business local services for analog connection to Key and PBX systems. Service will include Direct Outward Dial ("DOD"). Customers subscribing to Business Trunk Line Service must order service on a per-minute usage basis.

(a) Rates

Monthly recurring charge, per line: \$35.00

Non-recurring charge, per line: \$75.00

Hunting Service, per line: \$15.00

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – RATE SCHEDULES, (CONT'D.)

Schedule 1: Local Exchange Services (Cont'd.)

A. Local Exchange Service Offerings (Cont'd.)

- 3) Local Calling Charges
 - (a) Measured Rate Usage Charges
 - Rates
 - Per minute \$0.025
- 4) Trunk Line Call Hunting Service

Trunk Line Call Hunting Service is a Local Business Line Service that may be sold with hunting features to front-end an existing Key or PBX system.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – RATE SCHEDULES, (CONT'D.)

Schedule 1: Local Exchange Services, (Cont'd.)

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

5) Direct Inward Dial (“DID”) Service:

DID enables a Caller to complete a Call to a specific extension without being transferred by an attendant. The Company offers DID service to its Customers in minimum blocks of ten (10) telephone numbers.

The Company reserves the right to review vacant DID Stations or Stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that inefficient number utilization is occurring, the Company reserves the right to reassign the unused DID Stations.

The Customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end-office.

(a)	DID Installation Rates	
	Per first ten (10) numbers:	\$915.00
	Monthly recurring charge:	\$ 2.00
	Per additional ten (10) numbers:	\$ 15.00
	Monthly recurring charge:	\$ 2.00
(b)	DID Trunk Termination Installation Rates	
	Non-recurring charge:	\$ 75.00
	Monthly recurring charge:	\$ 10.00

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – RATE SCHEDULES, (CONT'D.)

Schedule 1: Local Exchange Services, (Cont'd.)

B. Additional Local Exchange Service Offerings

6) Directory Assistance Service

Directory Assistance Service provides the Customer with the ability to use a directory assistance operator to provide listing information. The Company will provide access to Directory Assistance Service through arrangements with other telecommunications companies. A maximum of two (2) telephone numbers per Customer may be requested per Call.

(a) Rates	
First three (3) Calls:	\$ 0.00
Per each additional Call:	\$ 0.85

7) Directory Assistance Call Completion (“DACC”) Service

DACC service provides the Customer with the ability to use the directory assistance operator to connect the Customer with the party whose listing information the directory assistance operator has provided to the Customer. The DACC charge is in addition to the per Call charges for Directory Assistance set forth above.

(a) Rates	
Per Call Completion:	\$0.85

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – RATE SCHEDULES, (CONT'D.)

Schedule 1: Local Exchange Services, (Cont'd.)

B. Additional Local Exchange Service Offerings, (Cont'd.)

8) Operator Services

Operator Services involve live or automated operator assistance with the placement of Customers' telephone Calls and related information. The Company will provide access to Operator Services through arrangements with other telecommunications companies.

(a)	<u>Rates</u>	
	Station-to-Station Collect, Per Call	\$ 2.20
	Per minute:	\$ 0.25
	Person-to-Person Collect, Per Call	\$ 4.85
	Per minute:	\$ 0.25
	Calling Card Service, Per Call	\$ 0.90
	Operator-Dialed Surcharge	\$ 1.00
	BLV, Per Call	\$ 6.45
	Emergency Interrupt, Per Call	\$ 6.45*

*Requires BLV

9) Directory Listings

The Company shall provide for a single Directory Listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number that is designated as the Customer's main billing number. Additional information or additional or alternate Company Station numbers, other than the Customer's main billing number associated with a Customer's service, cross reference, foreign, non-listed and non-published listing services also will be provided to the Customer for a monthly recurring charge per listing. (N)

(a)	<u>Rates</u>	
	1st Listing:	no charge
	Additional, Foreign and Cross Reference Listings:	(T)
	Per listing, per month:	\$4.25 (I) (T)
	Non-Listed Service, per listing, per month:	\$1.50 (N)
	Non-Published Service, per listing, per month:	\$1.75 (N)

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – RATE SCHEDULES, (CONT'D.)

Schedule 1: Local Exchange Services, (Cont'd.)

B. Additional Local Exchange Service Offerings, (Cont'd.)

10) Directories

- (a) The Company will arrange for each Customer to be provided with one (1) White Pages Directory on an annual basis. Such directories will be supplied by the incumbent local exchange carrier or other third party.
- (b) Directories are available from the Company in the areas defined on the Company's local service area map filed as a part of these tariff schedules.
- (c) Directories Rates:

There is no charge for one (1) White Pages Directory per Customer per year.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – RATE SCHEDULES, (CONT'D.)

Schedule 1: Local Exchange Services, (Cont'd.)

B. Additional Local Exchange Service Offerings, (Cont'd.)

11) Caller ID

Displays the name and telephone number of an incoming Call on a CPE device attached to the Customer's telephone line.

(a)	Rate	
	Non-recurring charge:	\$ 10.00
	Monthly recurring charge:	\$ 7.00

12) Call Forwarding

(a) Call Forwarding – Universal

This service allows the Customer to forward Calls to any telephone number or station in the Customer Group that their station is allowed to call, including voicemail and the attendant. Call Forwarding – Universal takes precedence over Call Forward – No Answer and Call Forward – Busy, and calls are forwarded immediately.

(b) Call Forwarding – No Answer

Calls are automatically forwarded to a pre-arranged number or station in the Customer Group after a specified number of rings.

(c) Call Forwarding – Busy

Calls are automatically forwarded to a pre-arranged number or station in the Customer Group when the user's line is busy.

(d)	Rate	
	Non-recurring charge:	\$ 10.00
	Monthly recurring charge:	\$ 3.00

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – RATE SCHEDULES (CONT'D.)

Schedule 1: Local Exchange Services, (Cont'd.)

B. Additional Local Exchange Service Offerings, (Cont'd.)

13) Call Waiting

When a line is in use, Call Waiting will generate an audible tone that will allow the user to know that another Call is coming in. The user may answer the new Call, and alternate between Calls, by pressing the hook flash switch on the telephone.

(a)	Rate	
	Non-recurring charge:	\$ 10.00
	Monthly recurring charge:	\$ 3.50

14) Call Transfer

Allows a user to transfer a Call to another station within the Customer Group or to an outside telephone number.

(a)	Rate	
	Non-recurring charge:	\$ 10.00
	Monthly recurring charge:	\$ 3.75

15) Three-Way Calling

Permits a user to place an existing Call on hold, dial another station in the Customer Group or outside telephone number, and bridge the new Call to the existing connection.

(a)	Rate	
	Non-recurring charge:	\$ 10.00
	Monthly recurring charge:	\$ 3.75

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – RATE SCHEDULES, (CONT'D.)

Schedule 1: Local Exchange Services, (Cont'd.)

B. Additional Local Exchange Service Offerings, (Cont'd.)

16) Last Number Redial

Allows a user to call back the last number dialed from the station, whether the call was answered or not.

(a)	Rate	
	Non-recurring charge:	\$ 10.00
	Monthly recurring charge:	\$ 3.00

17) Speed Calling

Enables a Customer to place calls to other telephone numbers by dialing a pre-programmed one or two-digit code rather than the complete telephone number. A Customer may subscribe to either the eight-code capacity or 30-code capacity.

(a)	Rates	
	Non-recurring charge:	\$ 10.00
	Monthly recurring charge (8 code):	\$ 3.00
	Monthly recurring charge (30 code):	\$ 4.00

18) Call Park

Allows a Call to be placed on hold by one station and retrieved by another station in the Customer Group.

(a)	Rate	
	Non-recurring charge:	\$ 10.00
	Monthly recurring charge:	\$ 3.00

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – RATE SCHEDULES, (CONT'D.)

Schedule 1: Local Exchange Services, (Cont'd.)

B. Additional Local Exchange Service Offerings, (Cont'd.)

19) Distinctive Ring

Assigns different ring tones for Calls from within the Customer Group and for those from outside.

(a)	Rate	
	Non-recurring charge:	\$ 10.00
	Monthly recurring charge:	\$ 3.00

20) Calling Number Delivery Block

Allows a station to block the display of their number on outgoing Calls on a per-Call basis for a fee. To activate this feature, dial *67.

(a)	Rate	
	Monthly recurring charge:	no charge

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – RATE SCHEDULES, (CONT'D.)

Schedule 1: Local Exchange Services, (Cont'd.)

B. Additional Local Exchange Service Offerings, (Cont'd.)

21) Anonymous Call Rejection

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.

(a)	Rate	
	Non-recurring charge:	\$ 10.00
	Monthly recurring charge:	\$ 3.00

22) 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.

(a)	Rates	
	Non-recurring charge:	\$ 10.00
	Monthly recurring charge:	\$ 3.00
	Charge per use:	\$ 0.75

23) Automatic Call Return

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.

(a)	Rates	
	Non-recurring charge:	\$ 10.00
	Monthly recurring charge:	\$ 3.00
	Charge per use:	\$ 0.75

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – RATE SCHEDULES, (CONT'D.)

Schedule 1: Local Exchange Services, (Cont'd.)

B. Additional Local Exchange Service Offerings, (Cont'd.)

24) Call Blocking/Toll Restriction

(a) 900/976 Blocking

900/976 blocking permits a new or existing Customer, on a per-line basis, to receive a one-time free of charge block on all Calls made from its Calling Station to a 900 or 976-type telephone number. This Call Blocking option prevents Calls to 900/976 information service providers by blocking the following dialing sequences: 1+900 and 1+976

Rate: No charge

(b) Long Distance Blocking

This Call Blocking option prevents 1+ long distance calls by station by blocking the following dialing sequences on a per-line basis: 1 + (NPA) + NXX + XXXX and 1 + NXX + XXXX.

Rate:
Monthly recurring charge: \$1.00

(c) Directory Services Blocking

This Call Blocking option prevents Calls to local Directory Services and casual dialed long distance providers by blocking the following dialing sequences on a per-line basis: 1+555-1212, 1+NPA+555-1212, and 411.

Rate:
Monthly recurring charge: \$1.00

(d) Operator Services Blocking

This Call Blocking option prevents Calls to local Operator Services by blocking the following dialing sequences on a per-line basis: 0+ and 0-.

Rate:
Monthly recurring charge: \$1.00

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – RATE SCHEDULES, (CONT'D.)

Schedule 1: Local Exchange Services, (Cont'd.)

B. Additional Local Exchange Service Offerings, (Cont'd.)

24) Call Blocking/Toll Restriction, (Cont'd.)

(e) International Blocking

This Call Blocking option blocks access to international calling services on a per-line basis.

Rate:
Monthly recurring charge: \$1.00

(f) Collect Blocking

This Call Blocking option prevents Calls from being delivered on a per-line basis.

Rate:
Monthly recurring charge: \$1.00

25) Local Number Portability

Local Number Portability is a service that enables the End User to retain use of the existing local exchange carrier's number after choosing the Company as its local exchange carrier, provided that the Customer's location remains the same after the switch.

- (a) Where applicable, the Company will assess on End User Customers a monthly Local Number Portability ("LNP") fee or fees to recover the Company's costs of porting the Customer's number/s from its existing carrier to the Company.

Rates:
Monthly recurring charges:
Per line: \$ 0.24
Per PBX trunk: \$ 2.16

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – RATE SCHEDULES, (CONT’D.)

Schedule 2: Miscellaneous Services and Promotions

C. Miscellaneous Services

1) Service Order and Change Charges (T)

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this tariff.

Charge	Price	
Feature Add or Change	\$10.00 per Order	(T)
Basic Service Change	\$10.00 per Order	(D)
Establishing or Re-arranging Hunting	\$10.00 per Order	(D)
Directory Listing Change	\$10.00 per Order	(D)
Invoice Change	\$60.00 per Order	(N)
Transfer of Service	\$60.00 per Order	(N)
Telephone Number Change	\$25.00 per Order	(N)
Line Signaling Change	\$25.00 per Order	(N)
Vanity Number Search	\$25.00 per Order	(N)
Establishing Dual Service	\$60.00 per Order	(N)
Expedite Service Charge (T1 Circuits)	\$595.00 per Order	(N)

2) Data Circuit Install Charge (C)

12-Month Term Agreement = \$600
 24-Month Term Agreement = \$300
 36-Month Term Agreement = \$0 (C)

3) 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 another financial institution for any reason, the Company will 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.

(a) Rate:
 Fee per returned check: \$20.00

4) Reconnection

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

(a) Rate:
 Fee per connection: \$50.00

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – RATE SCHEDULES, (CONT'D.)

Schedule 2: Miscellaneous Services and Promotions, (Cont'd.)

C. Miscellaneous Services, (Cont'd.)

7)	Access Recovery Fee		(N)
	The Access Recovery Fee funds a contribution towards partially offsetting the company's higher costs to provide services, support its infrastructure, and recover costs associated with federally mandated charges. This charge is applied to each local or long-distance line.		
	Charge (per local or long distance line)	\$ 0.50	(N)

D.	Promotions		(L)
	From time to time, the Company may offer services or waive or vary service for promotional, market research or other similar business purposes. Each promotional offering must be tariffed before it is offered to Customers and filed according to General Order 96-A.		
			(L)

Some material now found on this sheet was previously found on Original Sheet 22

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES

Rule 1 - Definitions

Agent – A business representative, whose function is to bring about, modify, affect, accept performance of, or terminate contractual obligations between the Company and Applicants or Customers.

Applicant - Any person, corporation or other entity that has applied for the Company's service.

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

Call - A completed connection, originated by a person or mechanical/electrical device from a telephone number to another telephone number that is answered by a person or mechanical/electrical device. The numbers may be located any distance apart within the State of California; and the communication may consist of voice, data, the combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

Calling Station - The telephone number from which a Call originates.

Called Station - The telephone number called.

Commission – The Public Utilities Commission of the State of California.

Company or Carrier - Cbeyond Communications, LLC d/b/a Birch, unless specifically stated otherwise.

Consumer Affairs Branch – The Consumer Affairs Branch of the California Public Utilities Commission.

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 these tariff schedules.

Date of Presentation – Postmark date on billing envelope.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 1 – Definitions, (Cont'd.)

Day - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Evening - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

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

Holiday - For the purposes of these tariff schedules, recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Message - A completed telephone call by a Customer or User.

Major Rate Increase – Rate increase which is greater than a Minor Rate Increase.

Minor Rate Increase – Rate increase which is both less than 1% of the Company's total California intrastate revenues and less than 5% of the affected service's rates. Increases will be cumulative, such that if the sum of the proposed rate increase and rate increases that took effect during the preceding 12-month period for any service exceeds either 1% of the Company's total California intrastate revenues or 5% of the affected service's rates, such change will be treated as a Major Rate Increase.

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

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.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 1 – Definitions, (Cont'd.)

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

State - California.

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 EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 2 - Abbreviations

PBX - Private Branch Exchange

V&H - Vertical and Horizontal Coordinates

ISDN PRI – Integrated Services Digital Network at 1,544,000 bits per second

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 3 – Undertaking of the Company

- A. The Company provides resold and facilities-based local exchange service to multi-line business Customers for the direct transmission of voice, data and other types of telecommunications.
- B. The Company's local service territory includes the Los Angeles, San Francisco, and San Diego metropolitan areas as indicated on the Company's service area map included herein. The local calling areas for each of these cities mirror those of the incumbent local exchange provider.
- C. The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in these tariff schedules. 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 services are provided on a monthly basis, unless otherwise stated in these tariff schedules. Services are available twenty-four (24) hours per day, seven (7) days per week.
- E. The Customer's total monthly use of the Company's service is charged at the applicable rates, in addition to any monthly service charges, as set forth in Section 2 of these tariff schedules. None of the Company's service offerings are time-of-day sensitive.
- F. The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at (800) 993-7382. Customers wishing to communicate with the Company in writing may e-mail Cbeyond at customer.service@cbeyond.net or send correspondence to: 2323 Grand Blvd. Suite 925, Kansas, MO 64108.
- G. Customers who wish to add, discontinue, or change the Company's services may reach the Company's service representatives at (866) 424-5700.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 4 – Limitations of Service

- A. Service is offered subject to the availability of facilities and provisions of these tariff schedules, except that the Company will serve all locations within 300 feet of its facilities.
- 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 these tariff schedules.
- 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. The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of these tariff schedules.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 5 - Application for Service

A. Application Process

- 1) Service is installed by arrangement between the Company and the Customer.
- 2) Service may be initiated based on a written or oral agreement between the Company and the Customer. In either case, prior to the agreement, the Customer shall be informed of all rates and charges for the services the Customer desires and any other rates or charges which will appear on the Customer's first bill.
- 3) A Customer desiring to obtain service must provide the Company with an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 4) The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 5) If the application is made verbally, the Company will, within ten (10) days of initiating the service order, provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. If the sale of service was conducted in a language other than English, the service confirmation letter will be presented in the language in which the sale was made.
- 6) Within ten (10) days of initiating service, the Company shall state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications service provided by the Company.
- 7) Potential Customers who are denied service will be given written notification of the reason for the denial within ten (10) days of the denial of service.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 5 - Application for Service, (Cont'd.)

B. Cancellation of Application for Service

- 1) When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified in 2) and 3) of this section. Such charges will be calculated on a case by case basis.
- 2) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, will apply, but in no case will this charge exceed the sum of the charges for the minimum period of services orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six (6) percent).
- 3) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 4) Subscribers may cancel without termination fees or penalties any new tariffed service or any new contract for service within 30 days after the new service is initiated. This Rule does not relieve the subscriber from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer's premises (such as wiring or equipment installation) before the subscriber canceled.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 6 - 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.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 7 - Special Information Required on Forms

A. Customer Bills

- 1) The Company's name will be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing Agent, the Company will also include the name of the billing Agent it uses.
- 2) Each bill for telephone service will contain notations concerning the following:
 - (a) When the bill shall be paid by the Customer to the Company;
 - (b) Billing detail, including the period of service covered by the bill;
 - (c) Late payment charges and when they will be applied;
 - (d) How the Customer must pay the bill;
 - (e) How to contact the Company with questions about the bill; and
 - (f) Network access for interstate calling.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 7 - Special Information Required on Forms, (Cont'd.)

A. Customer Bills, (Cont'd.)

- 3) Each bill for telephone service will also include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of the invoice date. Should you have any questions regarding this bill, please request an explanation from Cbeyond Communications, LLC d/b/a Birch. If you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California 94102. To avoid having service disconnected, payment of the disputed bill should be made "under protest " to the Commission or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission."

B. Deposit Receipts

- 1) Each deposit receipt will contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by Cbeyond Communications, LLC d/b/a Birch, shall be refunded, together with any interest due within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for non-payment of bills in a 12 month period."

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D)

Rule 8 - Advanced Payments and Establishment of Credit

A. Advanced Payments

The Company will not require advanced payments from Customers.

B. Establishment of Credit

- 1) Each Applicant for service will provide credit information satisfactory to the Company or pay a deposit. Deposits may be avoided if the Applicant:
 - (a) Provides credit history information acceptable to the Company. Such information may include, but shall not be limited to, credit account information, billing name, and location of current and previous service. Credit will not be denied for failure to provide a social security number.
 - (b) Provides a cosigner or guarantor. The cosigner or guarantor must have an acceptable credit history with the Company or another local carrier.
- 2) The Company cannot refuse a deposit to establish credit for service, but the Company may request the deposit to be in cash or other acceptable form of payment, such as a cashier's check, money order, bond or letter of credit.
 - (a) The amount of the deposit will be no greater than twice the estimated average monthly bill for the class of service applied. In the event the Customer request services in addition to basic service, the system average bill will reflect the aggregate services requested by the Customer.
 - (b) Deposits will be refunded with interest within thirty (30) days after discontinuance of service or after twelve (12) months of service, whichever comes first. Interest will be added to the deposit using the three-month commercial paper rate published by the Federal Reserve Board. However, no interest will be given to the Customer if the Customer has received during a 12-month period at least two non-payment notices as described in Rule No. 12 of this tariff.
- 3) A cosigner or guarantor may be used provided that the cosigner or guarantor has acceptable credit history with the Company or with another acceptable local carrier.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 9 - Notices and Communication

A. Notice by the Company

1) In General

- (a) Unless otherwise provided by these Rules, any notice by the Company to the Customer or by the Customer's authorized representative will be given in writing either by facsimile to the Customer or to the Customer's authorized representative, by written notice e-mailed to the Customer's or the authorized representative's last known e-mail address, or by written notice mailed to the Customer's or the authorized representative's last known address.
- (b) The Company may provide verbal notice to a Customer or to an authorized representative thereof only in emergencies, where a delay may result in impaired service or a hazard to a Customer.
- (c) All notices and other communications of either party, and all bills mailed by the Company, will presumed to have been delivered to the other party on the third business day following of the placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first. All notices, communications and bills e-mailed by the Company, will presumed to have been delivered to the customer on the same day the e-mailed notice, communication or bill was sent to the customer.
- (d) Notices the Company sends to Customers, or to the Commission, will be a legible size in a minimum point size of ten (10) and are deemed made on the Date of Presentation.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 9 - Notices and Communication, (Cont'd.)

A. Notice by the Company, (Cont'd.)

2) Regarding Rate Information

- (a) Rate information and information regarding the terms and conditions of service will be provided in writing upon request by a current or potential Customer. Notice of Major Rate Increases will be provided in writing to the Customer at least thirty (30) days prior to the effective date of the change. No Customer notice (other than a tariff revision filed with the Commission) will be required for Minor Rate Increases or rate decreases.
- (b) Customers will be advised of optional service plans and rates in writing as they become available.
- (c) Customers will be advised of changes to the terms and conditions of service which may result in rate increases to some or all Customers or which result in reduced service or increased obligations for Customers.
- (d) When the Company provides rate information to a consumer which is allegedly in violation of its tariffs, the consumer has the right to bring a complaint before the Commission against the Company.

3) Regarding Change in Ownership or Identity

The Company will notify Customers in writing of a change in ownership or identity of the Company on the Customer's next monthly billing invoice.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 9 - Notices and Communication, (Cont'd.)

B. Notice by the Customer

Unless otherwise provided by these Rules, any notice by the Customer or its authorized representative may be given verbally to the Company at the Company's business office (in person or telephonically) or by written notice mailed to the Company's business office.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 9 - Notices and Communication, (Cont'd.)

C. Communication

- 1) The Company and the Customer shall provide notice to each other of any changes to the addresses designated for notices, other communications, or billing.
- 2) The Company will, upon request, provide any Applicant for service or Customer the following information:
 - (a) The Commission identification number of its registration to operate as a telecommunications corporation within California;
 - (b) The address and telephone number of the Commission to verify its authority to operate;
 - (c) A copy of the Commission's Consumer Protection Regulations;
 - (d) A toll-free number to call for service or billing inquiries, along with an address where the Customer may write to the Company;
 - (e) A full disclosure of all fictitious names, (i.e., d/b/a names) of the Company;
 - (f) The names of billing Agents, if any, the Company uses in place of performing the billing function itself; and/or
 - (g) Rate information as required in Rule 6 of the Consumer Protection Regulations set forth in the Commission's Decision No. 95-07-054.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 10 - Rendering and Payment of Bills

A. Payment of Charges

- 1) The Customer is responsible for payment of all charges for service furnished to the User.
- 2) The Company will credit payments within twenty-four (24) hours of receipt.
- 3) Bills that remain unpaid beyond the last day for timely payment will incur a late payment charge accrued at a rate equal to the lesser of 1.5% per month, or the highest rate allowable by law, on the outstanding unpaid balance (including any late payment charges accrued as of the last day for timely payment) for each month or part of a month that the bill remains unpaid after the last date for timely payment. (T)
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| (T)
- 4) Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.
- 5) Any prorated bill will use a thirty-day (30-day) month to calculate the pro-rata amount. Prorating will apply to recurring charges only; all non-recurring and usage charges incurred during the billing period will be billed in addition to the prorated amounts.
- 6) A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exceptions: collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the Company). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving fraud.
- 7) Paper Invoice Fee (N)
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All customers that do not receive E-bill (Electronic Invoicing) will receive a paper invoice charge of \$1.95 per invoice, \$9.95 for large invoices. This charge represents the costs for printing, postage, mail handling and management of paper invoices. You may avoid this charge by registering for E-bill online or by contacting customer service. (N)

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 10 - Rendering and Payment of Bills, (Cont'd.)

B. Taxes and Surcharges

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding (1) Universal Lifeline Telephone Service (ULTS) billings; (2) charges to other certificated carriers for services that are to be resold; (3) coin sent paid telephone calls (coin in box) and debit card calls; (4) customer-specific contracts effective before 9/15/94; (5) usage charges for coin-operated pay telephones; (6) directory advertising; and (7) one-way radio paging) and the CPUC Reimbursement Fee rate (excluding (1) directory advertising and sales; (2) terminal equipment sales; (3) inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d.b.a. SBC California) tariffs.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 11 - 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 EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 11 - Disputed Bill Procedure, (Cont'd.)

B. Address of CAB for Billing Disputes

The address of the CAB is as follows:

- 1) 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 EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 12 - Termination of Service

A. Termination of Service by the Customer

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

B. Termination of Service By the Company

- 1) The Company may terminate service, with at least seven (7) days' written notice sent to the Customer via U.S. First Class Mail, for non-payment of bills.
 - (a) Termination will not occur unless payment has not been made to the Company by the due date specified on the Customer's billing invoice, which will be at least fifteen (15) days after the Date of Presentation on the billing envelope.
 - (b) Service will not be initially terminated on any Saturday, Sunday, legal holiday or any other day the Company's service representatives are not available to serve Customers.
 - (c) Basic service will not be discontinued for non-payment of anything other than residential and single-line business flat rate and/or measured rate service as defined in D96-10-066, Appendix B, page 5.
 - (d) In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees as determined by the Cal. P.U.C. or by the court.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D)

Rule 12 - Termination of Service, (Cont'd.)

B. Termination of Service by the Company, (Cont'd.)

- (e) Notice of the Customer's proposed termination will include the following information:
- (1) The name and address of Customer whose account is delinquent;
 - (2) The amount that is delinquent;
 - (3) The date when payment or arrangements for payment are required in order to avoid termination.;
 - (4) The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges;
 - (5) The procedure the Customer may use to request amortization of the unpaid charges.
 - (6) The telephone number of a representative of the Company who can provide additional information or institute arrangements for payment;
 - (7) The telephone number of the CAB where the Customer may direct inquiries; and
 - (8) Notification that local service may not be discontinued for nonpayment of unregulated competitive services.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES (CONT'D.)

Rule 12 - Termination of Service, (Cont'd.)

B. Termination of Service by the Company, (Cont'd.)

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

- 3) The Company may terminate service without notice in the event of any of the following occurrences: hazardous conditions on the Customer's premises; the Customer's maintaining and/or operating its own equipment in such a manner as to adversely affect the Company's equipment or service to others; Customer tampering with the Company's equipment; the Customer's unauthorized or illegal use of the Company's service or equipment; or the acts of the Customer are such as to indicate intention to defraud the Company (including fraudulently placing and receiving Calls and/or providing false credit information).

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 13 - Temporary Service

- A. From time to time, the Company may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than thirty (30) days. Calls placed by Customers on such temporary service will be subject to the rates and regulations provided in these tariff schedules.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 14 - Continuity of Service

A. Allowances for Interruptions in Service

- 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 these tariff schedules.
- 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.

B. Application of Credits for Interrupted Services

- 1) At the Customer's request, a credit allowance for a continuous interruption of service for a period of twenty-four (24) hours or more will be made in an amount equal to the pro rata charges for each twenty-four (24) hour period, or major fraction thereof after the initial period of interruption.
- 2) Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 14 - Continuity of Service, (Cont'd.)

- 3) In the event the User is affected by such interruption for a period of 24 hours or less, adjustments shall be earned as follows:
- (a) Less than 30 minutes: none.
 - (b) 30 minutes up to but not including three hours: 1/10 day.
 - (c) Three hours up to but not including six hours: 1/5 day.
 - (d) Six hours up to but not including nine hours: 2/5 day.
 - (e) Nine hours up to but not including 12 hours: 3/5 day.
 - (f) 12 hours up to but not including 15 hours: 4/5 day.
 - (g) 15 hours up to 24 hours inclusive: one day.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 14 - Continuity of Service, (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 these tariff schedules 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
 - (h) that was not reported to the Company within thirty (30) days of the date that service was affected.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 15 - Service Connections and Facilities on Customer's Premises

- A. 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.
- B. 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.
- C. 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.
- D. The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 16 - Measurement of Service

A. Timing of Calls

- 1) 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.
- 2) None of the Company's service offerings are time-of-day sensitive.
- 3) No charges apply if a Call is not completed.
- 4) For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum call duration is 1 minute for a connected call.
- 5) Where applicable, charges will be rounded up to the nearest penny.
- 6) 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 60 seconds of ringing before the Call becomes billed usage. Where answer supervision is not available, any Call for which the duration exceeds 60 seconds shall be presumed to have been answered and becomes billed usage.
- 7) 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 EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 16 - Measurement of Service, (cont'd.)

B. Start of Billing

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 as described in Rule 12 of this tariff.

C. Calculation of Distance

- 1) Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.
- 2) Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4. The airline distance between any two (2) rate centers is determined as follows:
 - (a) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced document.
 - (b) Compute the difference between the "V" coordinates of the two (2) rate centers; and the difference between the two (2) "H" coordinates ($X1-X2 = V$; $Y1-Y2 = H$).
 - (c) Square each difference obtained in step (B) above (V^2 ; H^2).
 - (d) Add the square of the "V" difference and the square of the "H" difference obtained in step C above ($V^2 + Y^2 = S$).
 - (e) Divide the sum of the squares by 10 ($S/10 = M$).
 - (f) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 16 - Measurement of Service (Cont'd.)

D. Minimum Call Completion Rate

The Customer can expect a call completion rate of at least ninety-five percent (95%) of all calls attempted, within three (3) seconds of the attempt, during peak use periods for all Feature Group D (1+) services. The Company will engineer its switching systems to ensure that at least ninety percent (90%) of the Customers accessing their system will be served during the Busy Hour.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 17 - 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 EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 18 - Emergency Telephone Services (911/E911)

- A. Emergency Telephone Services (Enhanced 911) allows Customers to reach appropriate emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 Call. The Company will provide access to 911 and E911 services either directly or through arrangements with other telecommunications carriers.

- B. Multi-line Telephone System ("MLTS") Access

The 911 Service network offers MLTS owners/operators/lessees ("Customers") the option to provide telephone station location information to the 911 Database used by 911 dispatchers. When an end user dials 911 from a Multi-line Telephone System, the actual location of the end user may not always be accurately transmitted to the 911 dispatcher at the Public Safety Answering Point ("PSAP"), who may receive the location of the main number or the pilot number of a hunt group instead.

It is the Customer's responsibility to provide, and update if necessary, accurate Automatic Number Identification (ANI) and Automatic Location Identification (ALI) sub-address ("station") information to the 911 database administrator. Once the Customer provides ANI and ALI sub-address information to the 911 database administrator, it is the responsibility of the Company to provide the location of the pilot number to the PSAP for 911 calls and, where technically and operationally feasible, the Company will deliver ANI to the PSAP at a station level behind a Multi-line Telephone System.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 19 - Change of Service Providers

A. Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company, or its Agents, for Customer authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. Solicitations by the Company, or its Agents, must conform with California Public Utilities Code Section 2889.5. All solicitations sent by the Company or its Agents to Customers must be legible and printed in a minimum type size type of ten (10) points. A penalty of up to \$500 may apply for each violation of this rule.

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

The Company will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent unauthorized transfer to its own service. The Company is responsible for the actions of its agents that solicit unauthorized service termination and transfers and in such cases shall restore the Customer’s service to the original carrier without charge to the Customer. All billings during the unauthorized service period shall be refunded to the Customer. A penalty or fine of up to \$500 payable to the CPUC may apply for each violation of the Rule. As prescribed under Public Utilities Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense. The carrier responsible for the unauthorized transfer will reimburse the original carrier for reestablishing service at the tariffed rate of the original carrier.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 20 - Privacy

- A. The Company shall not make available to any other person or corporation Customer information that is not public without first obtaining the Customer's consent in accordance with Sections 2891, 2891.1 and 2893 of the California Public Utilities Code. The Company will provide each new Customer, and on an annual basis for existing Customers, a description of how the Company handles the Customer's private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the Customer.

- B. Notwithstanding Rule 20, Section A of this tariff, there are instances where the Company may be required to release certain non-public Customer information without first notifying the Customer and obtaining written consent. Consistent with the California Public Utilities Code, the Company will provide required Customer information to an emergency agency responding to a 911 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to lawful process, to a collection agency for the purpose of collecting unpaid debts, to the Commission pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the Commission in response to orders regarding the provision of services over the Company's facilities by parties other than the Company. In addition, except for Customers subscribing to non-published numbers, the Company will release information that is customarily provided in a subscriber directory or through directory assistance services. Finally, the Company may provide the names and addresses of Customers subscribing to California Universal Lifeline service to other certificated California utilities for use in outreach programs directed towards low-income subscribers.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 21 - Blocking Access to 900 and 976 Information Services

- A. At the request of the Customer, the Company will block Customer's access to 900 and 976 pay-per-call telephone information services at no charge on a per-line basis. The Company will inform the Customer of the availability of blocking service at the time service is initially ordered.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 22 - Limitations of Liability

- A. The provisions of this Section of this Rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law by the Company.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. Except as provided in Sections A and B of this Rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or facilities furnished by the Company up to and including its Local Loop Demarcation Point (as defined in Rule 28 of this tariff), including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption delay, error or defect..
- D. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.
- E. The Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:
 - 1) For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 22 - Limitations of Liability, (Cont'd.)

- 2) For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in the rate schedule of this tariff and/or Pacific Bell's tariff at Schedule Cal. P.U.C. No. A5.7, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
- 3) For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
- 4) For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.
- 5) For listing in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.

F. Loss Arising From Non-Delivery of Written Messages

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

G. Errors in Information Furnished by Directory Assistance Operators

The Company shall allow a credit for errors in telephone numbers or other information furnished by Pacific Bell's Directory Assistance Operators in accordance with Pacific Bell's tariff at Schedule Cal. P.U.C. No. A5.7.4 an amount not in excess of the charge for a call to Directory Assistance, dialed direct or placed through another utility operator (i.e., "0" operator) as appropriate to the call on which the error occurred. For direct dialed calls, the credit will only apply if the Customer has exceeded their allowance and incurred a charge.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 22 - Limitations of Liability, (Cont'd.)

H. Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or Customer's service.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 23 - Responsibilities of the Customer

- A. 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.

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

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 24 - Non-Routine Installation and/or Maintenance

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

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 25 - Individual Case Basis Arrangements

- A. Rates for Individual Case Basis (“ICB”) arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which varies from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the tariffed rate. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. ICB arrangements will be filed pursuant to Cal. P.U.C. rules in General Order 96-A.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 26 - Nonpublished Service; Release of Information

Cal. P.U.C. Decision Nos. 92860 and 93361, in Case No. 10206, required that each communication utility, operating under the jurisdiction of the Cal. P.U.C., include the provisions of the rule set forth in Appendix “A” of that decision as a part of the rules in the utility’s tariff schedules. Accordingly, Appendix “A” of Decision Nos. 92860 and 93361, Case No. 10206 is quoted herein:

APPENDIX “A”

Nonpublished Service

- A. Definition of nonpublished service: Upon a Customer’s request, Customer name, address, and telephone number are not listed in any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone numbers, shall be released by telephone utilities in response to legal process or to certain authorized governmental agencies, provided the requesting agency complies with the rules herein established for the release of nonpublished information.
- B. Agencies authorized to receive information:
1. Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.
 2. An agency of the federal government which is lawfully authorized to:
 - a. Conduct investigations or make arrests for violations of the criminal laws of the United States; or
 - b. Prosecute violations of the criminal laws of the United States; or
 - c. Enforce civil sanctions which are ancillary to criminal statutes; or
 - d. Conduct investigations into matters involving the national security of the United States; or
 - e. Protect federal or foreign officials; or
 - f. Protect public health and safety; or
 - g. Conduct emergency rescue operations.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 26 - Nonpublished Service; Release of Information, (Cont'd.)

3. Any public health agency of the State of California or of a city, county, or other local government.
 4. County or city 911 projects.
 5. State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
 6. Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of unpaid debts.
 7. California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.
- C. Procedure for release of nonpublished information to authorized agencies.
1. A telephone utility shall only provide nonpublished information to persons within authorized agencies who are either:
 - a. Peace officers pursuant to California Penal Code Section 830 and all subsections thereof and who are lawfully engaged in a criminal investigation in their official capacity; or
 - b. Health officers who are acting in their official capacity and are lawfully investigating a matter involving a serious communicable disease or life-threatening situation; or
 - c. Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in B.2 preceding; or
 - d. Employees or a county or city 911 project when acting in an official capacity; or
 - e. Employees of an agency listed in B.5 preceding when engaged in an investigation involving arson or when engaged in firefighting duties in which there is immediate peril to life or property.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 26 - Nonpublished Service; Release of Information, (Cont'd.)

2. Nonpublished information shall be released by a telephone utility to an authorized agency upon the agency's written request provided that the agency has previously furnished the utility with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.
3. Nonpublished information shall also be released by a telephone utility to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, nonpublished information. The telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.

The nonpublished information requested by telephone shall be provided by the utility only on a call-back verification basis.

The requesting agency shall, within five working days after making the telephonic request, mail the utility a letter confirming the request.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 26 - Nonpublished Service; Release of Information, (Cont'd.)

D. Notification of Customer

1. The telephone utility shall not notify a Customer regarding the release of Customer's nonpublished information unless the Customer contacts the utility and specifically requests to know whether their nonpublished information has been released.
2. When a Customer inquires of the utility whether their nonpublished information has been released, the Customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the Customer will receive no communication from the utility.
3. If the requesting agency certifies that disclosure to a Customer about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the telephone utility shall withhold notice to the Customer for a period of one year from the date of release of the information to the agency.
4. The one-year period of nondisclosure shall be extended to successive one-year periods upon new written certification by the agency in each instance.
5. If no request has been made for nondisclosure to the Customer, the Customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

If there has been a request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a Customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the utility that such information was released and which agency received this information.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 26 - Nonpublished Service; Release of Information, (Cont'd.)

E. Exception for Health Officers

No notification shall ever be made to a Customer that nonpublished information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certified that disclosure to the Customer could violate a client's or contact's right of privacy and confidentiality.

F. Release of Information to Interexchange Carriers

The utility will provide nonpublished information to an interexchange carrier who needs the information for allocation, billing, or service purposes as set forth in this tariff or incorporated by reference herein.

G. Retention of Records

All written documents pertaining to nonpublished service shall be retained by telephone utilities for at least one year. When an agency requests that notice to the Customer be withheld, the telephone utility shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.

H. Unsolicited Telephone Efforts

The utility will not contact nonpublished residential Customers by telephone using unlisted number(s) for unsolicited sales efforts.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 27 - Legal Requirements for Refusal or Discontinuance of Service

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

Appendix "B"

1. Any communications entity operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers of public health, safety, or welfare will result.
2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request for interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.
3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the communications utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber the communications utility shall promptly restore such service.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 27 - Legal Requirements for Refusal or Discontinuance of Service, (Cont'd.)

4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both:
 1. the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law, and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result and
 2. the burden of persuading the Commission that the service should be refused or should not be restored.
5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco office concerning any provision of this rule.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 27 - Legal Requirements for Refusal or Discontinuance of Service, (Cont'd.)

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

Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.

7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
8. The term 'person' as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.
9. The term 'communications utility' as used herein, includes a 'telephone corporation' and a 'telegraph corporation' as defined in Division 1 of the California Public Utilities Code.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 28 - Demarcation Points

A. Responsibilities

The Company will provide facilities, equipment, and services to its local loop demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the local loop demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's local loop demarcation point.

Customer requested services beyond the local loop demarcation point may be provided by the Company at the Customer's expense.

B. Local Loop Demarcation Point

- 1) The Company's Local Loop Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the building owner or end-user Customer. This demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the intrabuilding network cable ("INC"), if any, provided by the building owner.

Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.

- 2) The Local Loop Demarcation Point may also be referred to as the Minimum Point of Entry ("MPOE") or Minimum Point of Presence ("MPOP") for the purpose of defining the end of the Company's network facilities.
- 3) The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story building, and includes the Company's entrance facility, except as set forth in Paragraph 4 following. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 28 – Demarcation Points, (Cont'd.)

- 4) Exceptions:
- (a) Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment where the equipment has been provided by the Company.
 - (b) Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the terminal equipment where the equipment has been provided by the Company.
 - (c) Company-provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the end-user or building owner, and includes the equipment.
 - (d) If a property owner desires additional Local Loop Demarcation Point(s) at a specified location on a Customer's premises for purposes of providing service assurance, safety, security and privacy of data communications over the cable (generally known as "Direct Feed"), the owner will be required to pay for additional network cable and network facilities through special construction arrangements. In particular, additional Local Loop Demarcation Points cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from one location to another location.
 - (e) Fiber Optic Cable: The demarcation point is at the Company-provided Fiber Optic Terminal (FOT) equipment. The Company's responsibility includes the FOT equipment where the equipment has been provided by the Company.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 28 - Demarcation Points, (Cont'd.)

- (f) Carrier Points of Presence (“POPs”): Local Loop Demarcation Point guidelines are not applicable for access services provided to interexchange carriers, local exchange carriers, and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission regulations) POP location. However, Local Loop Demarcation Point rules do apply to all Company-provided services provisioned to a POP when the service is used in the capacity of an end-user of the service.

C. INC Demarcation Point

- 1) The Intrabuilding Network Cable (“INC”) demarcation point separates the building owner’s responsibility to provide INC from the end-user’s responsibility to provide inside wire, standard jacks, and Customer premises equipment. This demarcation point designates the end of the INC provided by the building owner and the beginning of simple or complex inside wire provided by the end-user.
- 2) The INC demarcation point is located at the distribution terminal on each floor in a multi-story building, except as set forth in Paragraph 3 following and B.4 preceding.
- 3) Where there is no intrabuilding network cable or it is in a single-story building, the INC demarcation is the Company’s Local Loop Demarcation Point.

D. Inside Wire Demarcation Point

- 1) The Inside Wire Demarcation Point is located where Customer Premises Equipment (“CPE”) is connected to the inside wire. This demarcation point designates the end of the inside wire and the beginning of the CPE facilities.
- 2) The Inside Wire Demarcation Point separates the inside wire vendor’s responsibility from that of the CPE vendor. This demarcation point, where the Company is the vendor of choice for inside wire repair and CPE trouble isolation, begins where the Customer’s inside wire connects to the INC. Where there is no INC, the Inside Wire Demarcation Point is the MPOE.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 28 - Demarcation Points, (Cont'd.)

E. Continuous Property

- 1) Continuous Property is land which is:
 - (a) wholly owned by a single individual or entity, regardless of whether the owner leases¹ all or a portion of the property to another; and
 - (b) which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare² or the property of another.
- 2) There are three basic types of Continuous Properties:
 - (a) Single-tenant commercial in which one owner or tenant occupies all building;
 - (b) Mixed commercial and residential (e.g., building with both commercial and residential space or campus-type configurations such as colleges and military bases) in which a mixture of business and residential use exists;
 - (c) Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis.

Single-family homes and properties within which a portion of the land is owned by separate entities and a portion is owned by the entities in common³ do not constitute Continuous Property.

¹ The property retains its character as Continuous Property regardless of whether the owner or a lessee (who wholly leases the property from the owner) sublets a portion of the property to another, *e.g.*, apartment buildings or complexes. Condominiums also are Continuous Property.

² A “public thoroughfare” is a street, road or other means of passage across property which is not subject to restrictions on ingress, egress or boundaries.

³ Such as townhomes and homes in gated communities.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 28 - Demarcation Points, (Cont'd.)

- 3) Continuous Property
 - (a) For Continuous Property, regardless of use, the Company's Local Loop Demarcation Point will be at the appropriate main distribution terminal as determined by negotiations between the property owner and the Company. Where an agreement cannot be reached, the Company will designate the Local Loop Demarcation Point location.
 - (b) It is the property owner's responsibility to provide and maintain INC within and between buildings on a continuous property. The Company may, at the Customer's request and expense, provide INC.
- 4) Where an owner of Continuous Property requests additional Local Loop Demarcation Points or changes an existing local loop demarcation point, the owner will be required to pay for any additional network cable and facilities required through special construction agreements on an individual case basis, set forth in Rule 25 of this tariff, except as provided in B.4 preceding.
- 5) The INC and Inside Wire Demarcation Points are located as described in B and C preceding.
- 6) At the request of a property owner, the Company may waive the designation of a single Local Loop Demarcation Point for a Continuous Property if, due to the unique characteristics of the property, a hardship would be created for the property owner and/or the Company. Examples of such Continuous Property include (a) national, state and local parks, beaches, highways, harbors and similar publicly-owned property and (b) railroad rights-of-way and extensive, privately-owned tracts of land with developed communities (e.g., the City of Irvine) and similar privately-owned property. The Company will treat land within the boundaries of privately-owned property under (b) above as Continuous Property provided that it had the characteristics of Continuous Property, e.g., (a) it is wholly leased by a single individual and (b) it contains or will contain multiple buildings.

This paragraph is not intended in any way to waive the unbundling of INC in each building.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 29 - Discounts On Advanced Services

A. Availability Of Discounts On Advanced Services (DAS)

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

If state funding for the CTF is exhausted, participants will be back-billed for all discounts advanced by the Utility.

1. Entities Qualified to Receive Discounts on Advanced Services (“DAS”)

The following entities are qualified to receive DAS upon approval by the CPUC:

- a. Schools. Public and non-profit schools providing elementary or secondary education, which do not have endowments of more than \$50 million.
- b. Libraries. Libraries that are eligible for participation in state-based plans for funds under Title III of the Library Services and Construction Act.
- c. Hospitals and Health Clinics. Hospital district owned hospitals and health clinics, municipal and county government owned and operated hospitals and health clinics.
- d. Community Based Organizations (CBOs). Tax exempt organizations offering health care, job training, job placement, educational instruction, or a non-profit CBO operating a community technology center engaged in diffusing technology into a local community, and training a local community that has limited or no access to the Internet and other technologies shall qualify for the discount rate for CBOs. A “tax exempt organization” shall refer to an organization described in Section 501 (c)(3) or 501 (d) of the Internal Revenue Code, Title 26 of the United States Code.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 29 - Discounts On Advanced Services, (Cont'd.)

A. Availability Of Discounts On Advanced Services (DAS), (Cont'd.)

2. Services Eligible for DAS

Customers that have been approved by the CPUC to participate in this program are eligible to receive discounts on the monthly recurring charges for the following services, or their functional equivalents:

- a. Measured Business Service
- b. Hicap DS1 Service
- c. DS3

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

Eligible participants must notify the Utility, as required by the CPUC, for which of these services they want discounts applied.

3. Discounts Applicable to Eligible Services

a. Hospitals, Health Clinics, and CBOs

Participating hospitals, health clinics, and CBOs shall be entitled to a 50% discount off the entire tariffed rates or negotiated/contract rates, whichever are lower, for services identified in 2. preceding.

b. Schools and Libraries

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

- (1) If the customer has not been approved to receive E-rate discounts, whether or not an application is pending, the 50% discount will be applied to all services (eligible for DAS) after deducting a statewide average E-rate discount (determined by the CPUC) from the billed amount.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – RULES, (CONT'D.)

Rule 29 - Discounts On Advanced Services, (Cont'd.)

A. Availability Of Discounts On Advanced Services (DAS), (Cont'd.)

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

b. Schools and Libraries, (Cont'd.)

(2) If the customer has been approved to receive E-rate discounts, the 50% discount will be applied to the services after deducting the actual E-rate discounts from the billed amount.

(3) The statewide average discount is deducted from the customer's services solely for purposes of calculating the DAS discount. The statewide average discount shall be added back to the billed amount for payment by the customer. However, when the customer receives its approved E-rate benefit, the customer's account will be retroactively adjusted to reflect the approved E-rate.

The following schools and libraries shall be entitled to a 50% discount off the entire tariffed rates or negotiated/contract rates, whichever are lower, for services identified in 2. preceding: small schools as defined in Section 42283 of the Education Code, participants whose E-rate applications have been denied, and participants who subscribe to services that are ineligible for E-rate discounts.

B. Discounts on Advanced Services - Special Conditions

For any fiscal year in which the State of California budget is approved with zero funding for the California Teleconnect Fund (CTF) or for any fiscal year in which the Executive Director of the California Public Utilities Commission (CPUC) determines that the approved CTF funding level will be insufficient to reimburse the Utility for its CTF claims for the entire fiscal year, the Utility will suspend CTF discounts to qualifying Schools, Libraries, Government and District Owned Hospitals, Government and District Owned Health Clinics, and Community Based Tax Exempt Organizations. In the event of such a suspension, all services billed at CTF discounted rates will be converted to and billed at the regular tariffed or contracted rates.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 – SAMPLE FORMS

No. 1: Service Order Form

Cbeyond Communications, LLC d/b/a Birch

Customer Service Information

Name:

Address:

Today's Date:

Home phone:

Work phone:

New phone:

Installation date:

How did you hear about Cbeyond?

Estimated \$\$\$ spent on long distance?

Estimated \$\$\$ spent on local ?

Explain discount plans

Local Phone Service Information

Basic line Home or Office (circle)

DSL line Home or Office (circle)

Additional line Home or Office (circle)

Additional line Home or Office (circle)

Custom Calling Features Information

Call Waiting Call Block

Call Forwarding Speed Dialing

Three-Way Calling Distinctive Ringing

Caller ID Other

Long Distance Information

Direct 1+ Presubscription Inbound 800 Service

Travel Card Other

Effective date of cutover LOA on file

For additional information about Cbeyond please contact XXX-XXX-XXXX.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 – SAMPLE FORMS, (CONT'D.)

No. 2: Greeting Letter

Month, Day, Year

John Q. Customer
12345 Main Street
Anytown, CA 00000-0000

Telephone Number(s): 000-0000

Dear Mr. Customer:

Welcome to Cbeyond telecommunications service. We offer a variety of products designed to help you succeed in today's demanding environment.

Please take a moment to review the services and features you recently selected. Our records show that you have ordered the following:

Description	Installation Charge	Monthly Recurring Charge
XXXXXXXXXXXXXXXX	\$0.00	\$0.00
XXXXXXXXXXXXXXXX	\$0.00	\$0.00
XXXXXXXXXXXXXXXX	\$0.00	\$0.00
XXXXXXXXXXXXXXXX	\$0.00	\$0.00
XXXXXXXXXXXXXXXX	\$0.00	\$0.00
XXXXXXXXXXXXXXXX	\$0.00	\$0.00

If you have any questions concerning your service or the selections shown above, please contact us at 000-0000. If you are interested in ordering additional services, need to report a problem or require a repair, please call 000-0000. Our Customer Service Department is available to service you seven (7) days a week, twenty-four (24) hours a day.

We appreciate your business and look forward to providing you with the latest technological advances in telecommunications services.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 – SAMPLE FORMS, (CONT'D.)

No. 3: Billing Information

Current Bill:

Customer bills are issued monthly. Bills are due and payable on the "due date" listed on your bill. Bills may be paid by mail, credit card or bank draft or an agency authorized to receive such payment. Payment may be made by cash, check, money order, or cashier's check, credit card or bank draft. Payments are considered prompt when received by Cbeyond by the due date printed on your bill.

Late Payment Charges:

Bills that remain unpaid beyond the due date on the bill will incur a late payment charge of 1.5% of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid. In addition, Cbeyond will assess charges to reflect any billing and collection costs incurred.

Returned Check Charge:

A charge will be assessed for each check returned unpaid for any reason, and your service may be disconnected without further notice. Charges for returned checks will be in accordance with Cbeyond's Tariff 1-T.

Restoration of Service:

If your telephone service is disconnected, you may restore service by full payment in a reasonable manner including by personal check. However, Cbeyond may refuse to accept a personal check if your check for payment has been dishonored within the last twelve months. A charge will be assessed for restoration of service after disconnection; if however, the equipment necessary for service has been removed, a complete activation fee will apply. Charges for restoration of service will be in accordance with Cbeyond's Tariff 1-T.

Disputed Bill Procedure:

If you disagree with the charges on your bill, you must first pay the undisputed amount in full by the due date printed on your bill. You may then make a written request to Cbeyond for an investigation and review of the disputed amount. If the disagreement is not resolved to your satisfaction, you may appeal to the Consumer Affairs Branch of the California Public Utilities Commission (CPUC) for an investigation and decision. To avoid disconnection of service, you must submit the claim and, if the bill has not been paid, deposit the amount in dispute with the CPUC within seven (7) calendar days after the date on which Cbeyond notifies you that its investigation has been completed and requires payment be made or service will be disconnected. Please address all inquiries to the California Public Utilities Commission; Consumer Affairs Branch, State Office Building, 107 S. Broadway - Room 5109, Los Angeles, California 90012. You may also reach the Consumer Affairs Branch of the CPUC by telephone at (800) 649-7570.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 – SAMPLE FORMS, (CONT'D.)

No. 4 Payment Reminder

Current Date

Customer Alert

Our records show that your account is seriously overdue. If there is a problem, please call our customer service center immediately at 000-0000. If this is merely an oversight, please mail or bring your payment to the customer service center as soon as possible. Unless payment is received in our office on or before (current date plus ten days), we will begin the process to disconnect your service. If your service is disconnected, you may be required to provide a deposit or an increase to an existing deposit, as well as a reconnect fee in order to restore service.

We value your business. Please contact our customer service center to make payment arrangements immediately.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 – SAMPLE FORMS, (CONT'D.)

No. 5 Disconnection Notice

THIS IS A FINAL DISCONNECTION NOTICE. PLEASE TELL THE CUSTOMER SERVICE REPRESENTATIVE THAT YOU RECEIVED THIS NOTICE WHEN PAYING THIS BILL IN PERSON

Telephone Number: 000-0000 Due Date: 00/00/00 Total Amount Due: \$00.00
due date is current plus 7 days

Current Date

Dear Customer

The due date above is important to you, because it is the last day we will provide service unless your payment of \$00.00 is received.

By paying this amount you will avoid the inconvenience of all or a part of your service being interrupted, and will also avoid a charge for reconnecting service. You may also avoid the possibility of a deposit request or an increase to an existing deposit.

If you cannot pay the full amount, please call us at 000-0000 or visit our customer service office to make acceptable payment arrangements. If you dispute the charges shown above, please see the back of this letter for instructions.

If a subscriber who has received a notice of disconnection pays the bill with a check that is subsequently dishonored, and the account remains unpaid, Cbeyond may not be required to issue any additional notice before discontinuing service.

To ensure proper credit, write your account number on your check or money order and mail to the address below. Make checks payable to Cbeyond.

Mail Payments to: Cbeyond, 12345 Street Name, City, State, 00000-0000

If you have already made full payment, please disregard this notice.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 – SAMPLE FORMS, (CONT'D.)

No. 5 Disconnection Notice, (Cont'd.)

Additional Information

Please contact our office at 000-0000 if you have any additional questions.

HOW TO INITIATE AN INVESTIGATION OF CHARGES

If you disagree with all or a portion of your bill, you must first pay the undisputed amount to Cbeyond the amount in question must be deposited with the Public Utilities Commission, State of California, State Office Building, 107 South Broadway, Room 5109, Los Angeles in order to avoid disconnection of service. Attach the bill and an explanation supporting your believe that the charges are incorrect. (See the back of your bill for more detail). You may also direct inquiries to the California Public Utilities Commission, Consumer Affairs branch, 505 Van Ness Avenue, San Francisco, California 94102. You may also reach the CPUC by telephone at 800-649-7570.