

Atos Public Safety, LLC (U-7346-C)
1100 N Market Blvd.
Sacramento, CA 95834

Cal. P.U.C. Schedule 1-T
2nd Revised Title Sheet
Cancels and Replaces 1st Revised Title Sheet

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COMPETITIVE LOCAL EXCHANGE CARRIER

This Tariff contains the regulations and schedule of intrastate charges applicable to the provision of emergency services by Atos Public Safety, LLC (the “Company”) within the state of California. This Tariff is on file with the California Public Utilities Commission. Copies may be inspected during normal business hours at the Company’s principle place of business at 1100 N Market Blvd., Sacramento, CA 95834.

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COMPETITIVE LOCAL EXCHANGE CARRIER

CHECK-SHEET

The sheets of this Tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION		SHEET	REVISION	SHEET	REVISION
Title	2 nd Revised	*	32	1 st Revised	67	1 st Revised
1	8 th Revised	*	33	1 st Revised	68	1 st Revised
1.1	2 nd Revised	*	34	1 st Revised	69	1 st Revised
1.2	6 th Revised	*	35	1 st Revised	70	1 st Revised
2	1 st Revised		36	1 st Revised	71	1 st Revised
3	3 rd Revised	*	37	1 st Revised	72	1 st Revised
3.1	1 st Revised	*	38	1 st Revised	73	1 st Revised
4	1 st Revised		39	1 st Revised	74	1 st Revised
5	1 st Revised		40	1 st Revised	75	1 st Revised
6	1 st Revised		41	1 st Revised	76	1 st Revised
7	1 st Revised		42	1 st Revised	77	1 st Revised
8	2 nd Revised	*	43	1 st Revised	78	1 st Revised
9	1 st Revised		44	1 st Revised	79	1 st Revised
10	1 st Revised		45	1 st Revised	80	1 st Revised
11	1 st Revised		46	1 st Revised	81	1 st Revised
12	1 st Revised		47	1 st Revised	82	1 st Revised
13	1 st Revised		48	1 st Revised	83	1 st Revised
14	1 st Revised		49	1 st Revised	84	3 rd Revised *
15	1 st Revised		50	1 st Revised	85	3 rd Revised *
16	1 st Revised		51	1 st Revised	86	3 rd Revised *
17	1 st Revised		52	1 st Revised	87	3 rd Revised *
18	1 st Revised		53	1 st Revised	88	3 rd Revised *
19	1 st Revised		54	1 st Revised	89	3 rd Revised *
20	1 st Revised		55	1 st Revised	90	3 rd Revised *
21	1 st Revised		56	1 st Revised	91	3 rd Revised *
22	1 st Revised		57	1 st Revised	91.1	1st Revised *
23	1 st Revised		58	1 st Revised	91.2	1st Revised *
24	1 st Revised		59	1 st Revised	91.3	1st Revised *
25	1 st Revised		60	2 nd Revised *	91.4	1st Revised *
26	1 st Revised		61	1 st Revised	91.5	1st Revised *
27	1 st Revised		62	1 st Revised	91.6	1st Revised *
28	1 st Revised		63	1 st Revised	91.7	1st Revised *
29	1 st Revised		64	1 st Revised	91.8	1st Revised *
30	1 st Revised		65	1 st Revised	91.9	1st Revised *
31	1 st Revised		66	1 st Revised	91.10	1st Revised *

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General Counsel

COMPETITIVE LOCAL EXCHANGE CARRIER

* New or revised sheet

CHECK-SHEET (cont'd)

SHEET	REVISION		SHEET	REVISION		SHEET	REVISION	
91.11	1 st Revised	*	91.43	1 st Revised	*	94	3 rd Revised	*
91.12	1 st Revised	*	91.44	1 st Revised	*	95	3 rd Revised	*
91.13	1 st Revised	*	91.45	1 st Revised	*	95.01	1 st Revised	*
91.14	1 st Revised	*	91.46	1 st Revised	*	95.02	1 st Revised	*
91.15	1 st Revised	*	91.47	1 st Revised	*	95.03	1 st Revised	*
91.16	1 st Revised	*	91.48	1 st Revised	*	95.04	1 st Revised	*
91.17	1 st Revised	*	91.49	1 st Revised	*	95.05	1 st Revised	*
91.18	1 st Revised	*	91.50	1 st Revised	*	95.06	1 st Revised	*
91.19	1 st Revised	*	91.51	1 st Revised	*	95.07	1 st Revised	*
91.20	1 st Revised	*	91.52	1 st Revised	*	95.08	1 st Revised	*
91.21	1 st Revised	*	91.53	1 st Revised	*	95.09	1 st Revised	*
91.22	1 st Revised	*	91.54	1 st Revised	*	95.010	1 st Revised	*
91.23	1 st Revised	*	91.55	1 st Revised	*	95.011	1 st Revised	*
91.24	1 st Revised	*	91.56	1 st Revised	*	95.012	1 st Revised	*
91.25	1 st Revised	*	91.57	1 st Revised	*	95.013	1 st Revised	*
91.26	1 st Revised	*	91.58	1 st Revised	*	95.014	1 st Revised	*
91.27	1 st Revised	*	91.59	1 st Revised	*	95.015	1 st Revised	*
91.28	1 st Revised	*	91.60	1 st Revised	*	95.016	1 st Revised	*
91.29	1 st Revised	*	91.61	1 st Revised	*	95.017	1 st Revised	*
91.30	1 st Revised	*	91.62	1 st Revised	*	95.018	1 st Revised	*
91.31	1 st Revised	*	91.63	1 st Revised	*	95.019	1 st Revised	*
91.32	1 st Revised	*	91.64	1 st Revised	*	95.020	1 st Revised	*
91.33	1 st Revised	*	91.65	1 st Revised	*	95.021	1 st Revised	*
91.34	1 st Revised	*	91.66	1 st Revised	*	95.022	1 st Revised	*
91.35	1 st Revised	*	91.67	1 st Revised	*	95.023	1 st Revised	*
91.36	1 st Revised	*	91.68	1 st Revised	*	95.1	1 st Revised	*
91.37	1 st Revised	*	91.69	1 st Revised	*	95.2	1 st Revised	*
91.38	1 st Revised	*	91.70	1 st Revised	*	95.3	1 st Revised	*
91.39	1 st Revised	*	91.71	1 st Revised	*	95.4	1 st Revised	*
91.40	1 st Revised	*	91.72	1 st Revised	*	95.5	1 st Revised	*
91.41	1 st Revised	*	92	3 rd Revised	*	95.6	1 st Revised	*
91.42	1 st Revised	*	93	3 rd Revised	*	95.7	1 st Revised	*

* New or revised sheet

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Cal. P.U.C. Schedule 1-T
6th Revised Sheet No. 1.2
Cancels and Replaces 5th Revised Sheet No. 1.2

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CHECK-SHEET (cont'd)

SHEET	REVISION		SHEET	REVISION		SHEET	REVISION	
95.8	1 st Revised	*	95.32	1 st Revised	*	95.54	1 st Revised	*
95.9	1 st Revised	*	95.33	1 st Revised	*	95.55	1 st Revised	*
95.10	1 st Revised	*	95.34	1 st Revised	*	95.56	1 st Revised	*
95.11	1 st Revised	*	95.35	4 th Revised	*	95.57	2 nd Revised	*
95.12	1 st Revised	*	95.36	2 nd Revised	*	95.58	1 st Revised	*
95.13	1 st Revised	*	95.36.1	1 st Revised	*	95.59	2 nd Revised	*
95.14	1 st Revised	*	95.36.2	1 st Revised	*	95.60	1 st Revised	*
95.15	1 st Revised	*	95.36.3	1 st Revised	*	96	2 nd Revised	*
95.16	2 nd Revised	*	95.36.4	1 st Revised	*	97	2 nd Revised	*
95.17	1 st Revised	*	95.36.5	1 st Revised	*	98	3 rd Revised	*
95.18	1 st Revised	*	95.37	1 st Revised	*	98.1	Original	*
95.19	1 st Revised	*	95.38	1 st Revised	*	98.2	Original	*
95.20	1 st Revised	*	95.39	1 st Revised	*	98.3	Original	*
95.21	1 st Revised	*	95.40	1 st Revised	*	99	2 nd Revised	*
95.22	2 nd Revised	*	95.41	1 st Revised	*	100	1 st Revised	*
95.23	1 st Revised	*	95.42	1 st Revised	*	100.1	4 th Revised	*
95.24	1 st Revised	*	95.43	1 st Revised	*	100.2	3 rd Revised	*
95.25	1 st Revised	*	95.44	1 st Revised	*	100.3	3 rd Revised	*
95.26	1 st Revised	*	95.45	1 st Revised	*	100.4	4 th Revised	*
95.27	1 st Revised	*	95.46	1 st Revised	*	100.5	2 nd Revised	*
95.28	2 nd Revised	*	95.47	1 st Revised	*	100.6	2 nd Revised	*
95.28.1	1 st Revised	*	95.48	1 st Revised	*	100.7	2 nd Revised	*
95.28.2	1 st Revised	*	95.49	1 st Revised	*	100.8	2 nd Revised	*
95.28.3	1 st Revised	*	95.50	1 st Revised	*	100.9	Original	*
95.29	1 st Revised	*	95.51	2 nd Revised	*	101	1 st Revised	
95.30	1 st Revised	*	95.52	1 st Revised	*	102	1 st Revised	
95.31	1 st Revised	*	95.53	1 st Revised	*	103	1 st Revised	

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Cal. P.U.C. Schedule 1-T
1st Revised Sheet No. 3.1
Cancels and Replaces Original Sheet No. 3.1

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3.11	NextGeneration 911 Services	98.1	N
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4.3	[Reserved for future use]	100.5	D,T
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SECTION 1 - - APPLICATION AND REFERENCE

1.1 Tariff Format

1.1.1 Location of Material

A. Section 1 provides the following sections in this Tariff.

- Table of Contents – a numerical listing to find the desired section and page.

B. Reserved for Future Use

C. Obsolete Service Offerings

Obsolete service offerings are identified in the Tariff by adding 100 to the current section number, i.e., obsolete items from Section 5, will be found in Section 105. This section is then filed behind Section 5.

1.1.2 Outline Structure

Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

2.1
2.1.1.
2.1.1.1.1.
2.1.1.1.1.1.

1.1.3 Page Numbering

Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

1.1.4 Page Revision Numbers

Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.

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SECTION 1 - APPLICATION AND REFERENCE (cont'd.)

1.1.5 Rate Tables

Within rate tables, four types of entries are allowed:

- Rate Amount

The rate amount indicated the dollar value associated with the service.

- A dash “-”

The dash indicates that there is no rate for the service or that a rate amount is not applicable under the specific column header.

- A footnote designator “[1]”

The footnote designator indicates that further information is contained in a footnote.

- ICB

The acronym “ICB” indicates that the product/service is rated on an individual case basis.

1.1.6 Check Sheets

Check Sheets: When a tariff filing is made with the California Public Utilities Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the California Public Utilities Commission.

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SECTION 1 - APPLICATION AND REFERENCE (cont'd.)

1.2 Preliminary Statement

This tariff sets forth the rates and rules of Atos Public Safety, LLC applicable to its provision of competitive local exchange service within the state of California to Customers located in exchange areas served by the following incumbent local exchange providers:

Pacific Bell Telephone Company
Frontier California, Inc.
Consolidated Communications of California Company
Citizens Telecommunications Company of California, Inc.

and to the Company's provision of competitive interexchange services to Customers throughout the State of California.

The Company has been authorized by the California Public Utilities Commission (CPUC) to provide these competitive local exchange and interexchange services in the State of California.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC.

1.3 Explanation of Change Symbols

SYMBOL EXPLANATION

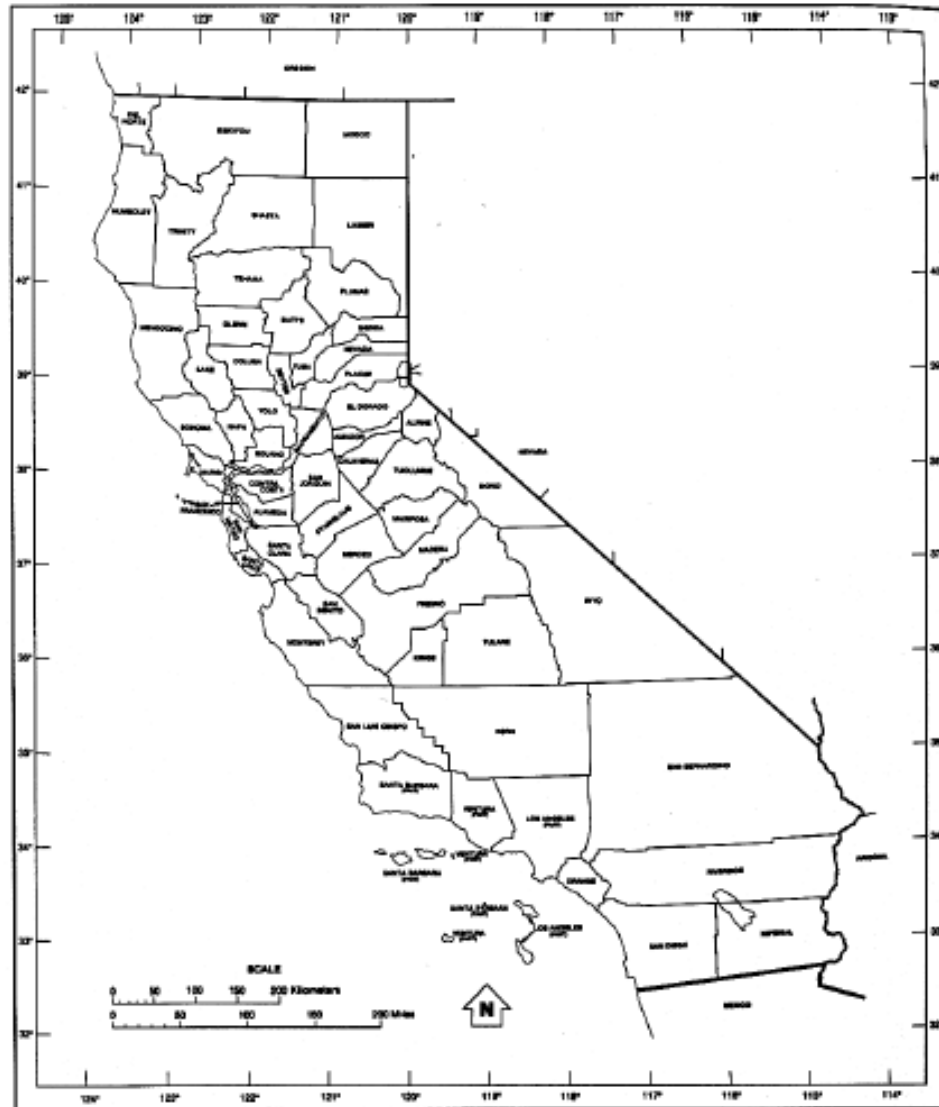
- | | |
|-----|---|
| (C) | To signify changed regulation, term or condition |
| (D) | To signify discontinued material |
| (I) | To signify rate increase |
| (L) | To signify material moved from or to another part of the Tariff with no change, unless there is another change symbol present |
| (N) | To signify new material |
| (P) | To signify material subject to change under a pending application or advice letter |
| (R) | To signify rate reduction |
| (T) | To signify a change in text but no change in rate, regulation, term or condition |

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SECTION 1 - APPLICATION AND REFERENCE (cont'd.)

1.4 Service Area Map



COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 1 - APPLICATION AND REFERENCE (cont'd.)

1.5 Application of Tariff

- 1.5.1** This Tariff contains the service offerings, regulations, terms, conditions, and maximum rates and charges applicable to intrastate exchange and networks services and equipment furnished by the Company.
- 1.5.2** The Company's services are available to Business Customers, Public Agencies, Local Exchange Carriers, Wireless Service Providers and Telematics Service providers.
- 1.5.3** The Company's California service territory is statewide.
- 1.5.4** Service is available where facilities permit.
- 1.5.5** This tariff applies only for the use of the Company's services for exchange telecommunications between points within the State of California.

1.6 Availability of Company Tariff

- 1.6.1** Complete copies of the Company's advice letters and current tariff are maintained at the Company's business offices located at:

Atos Public Safety, LLC.
Attn: Regulatory Affairs
1100 N Market Blvd.
Sacramento, CA 95834

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- 1.6.2** This Tariff is available for public inspection at the California Public Utilities Commission and also may be found on the Internet at:

<https://atos.net/en-na/north-america/ng-9-1-1/tariff>

1.7 Trademarks, Service Marks and Trade Names

Reserved for Future Use

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 1 - APPLICATION AND REFERENCE (cont'd.)

1.8 Explanation of Abbreviations

AMA	Automatic Message Accounting
ANI	Automatic Number Identification
ALI	Automatic Location Identification
ASCII	American Standard Code for Information Interexchange
Bps	Bits per second
CAMA	Centralized Automated Message Accounting
CCITT	The International Telegraph and Telephone Consultative Committee
CCSA	Common Control Switching Arrangement
CNCC	Customer Network Control Center
CO	Central Office
Cont'd	Continued
cps	Cycles per second
CRT	Cathode Ray Tube
dB	Decibel
DC	Direct Current
DID	Direct-Inward-Dialing
ECN	Emergency Communications Network
ESS	Electronic Switching System
FCC	Federal Communications Commission
GMT	Greenwich Mean Time
Hz	Hertz
IXC	Interexchange Carrier
Kbps	Kilobits per Second
kHz	Kilohertz
LEC	Local Exchange Carrier
MSAG	Master Street Address Guide
MHz	Megahertz
NPA	Numbering Plan Area
PBX	Private Branch Exchange
PSAP	Public Safety Answering Point
SRA	Selective Routing Arrangement
SS 7	Signaling System 7
WSP	Wireless Service Provider

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SECTION 2 - RULES

1 Definitions

9-1-1 - A three-digit telephone number used to report an emergency situation requiring a response by a public agency such as a fire department or police department.

9-1-1 FAILURE OR OUTAGE - A situation in which 9-1-1 calls cannot be transported from the end user to the Public Safety Answering Point (PSAP) responsible for answering the 9-1-1 emergency calls.

9-1-1 SERVICE PROVIDER - The entity responsible for establishing and overseeing the functions necessary to accept 9-1-1 calls placed by callers, delivering the 9-1-1 calls to PSAPs using appropriate routing logic, and delivering emergency response information such as ANI and ALI.

ACCESS CODE - Denotes a uniform code assigned to the Company. The code has the form

10XXX or 10XXXXXX for direct access; 950-0XXX or 950-1XXX for calling card access.

ACCESS LINE - The telecommunications line that connects a Local Exchange Carrier, or other Common Carrier, to the Local Exchange Carrier's customer location.

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

AUTHORIZED USER - Any person or entity authorized by a Customer of the Company's service to utilize the service.

AUTOMATIC NUMBERING IDENTIFICATION (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

AUTOMATIC LOCATION IDENTIFICATION (ALI) - The automatic display, on equipment at the PSAP, of the location of the caller's telephone number, the address for the telephone, including non-listed and non-published numbers and addresses, and other information about the caller's location.

BIT - The smallest unit of information in the binary system of notation.

BUILDING - A structure occupied by one or more Customers.

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SECTION 2 – RULES (cont’d.)

1 Definitions (cont’d.)

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

CARRIER - An entity which provides telecommunications services to the public for hire.

CENTRAL OFFICE (CO) or END OFFICE (EO) - A switching unit providing telecommunication services to the public, designed for terminating and interconnecting lines and trunks. The term “End Office” and “Central Office” are used interchangeably in this tariff. More than one CO or EO may be located in the same building.

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

COMMISSION - The California Public Utilities Commission.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between two or more locations or between two or more pieces of terminal equipment.

COMPANY – Atos Public Safety, LLC

CLC - Competitive Local Carrier. A common carrier that was issued a Certificate of Public Convenience and Necessity after July 24, 1995 to provide telecommunications service within a specific geographic area.

CPUC - The California Public Utilities Commission.

CUSTOMER - A person, firm, individual, partnership, association, corporation, or governmental agency other entity which subscribes to the services offered under this tariff.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for origination or termination of services.

DATE OF PRESENTATION - The postmark date on the billing envelope.

DEDICATED - A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

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SECTION 2 – RULES (cont'd.)

1 Definitions (cont'd.)

DEMARCATION POINT - The point of interconnection between the Company's regulated telecommunications facilities and terminal equipment, protective apparatus or wiring at the premise. The demarcation point location will be within twelve inches (12) of the protector, or when there is no protector, within twelve inches (12) (or as close as practicable) of the point at which the cable/wire enters the Customer premises.

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

DUPLEX SERVICE - Service which provides for simultaneous transmission in both directions.

E9-1-1 FEATURES - The ANI, ALI database and selective routing capabilities and all other components of an E9-1-1 system, not including the transport and switching facilities.

E9-1-1 FACILITIES - The facilities that interconnect to wireless providers, local exchange carriers, and other telecommunications providers that are used to transport E9-1-1 and other emergency calls to the PSAP. The facilities may include the use of E9-1-1 tandems or direct trunking of E9-1-1 calls to the PSAPs.

E9-1-1 TANDEM or E9-1-1 SELECTIVE ROUTING TANDEM - The switch that receives E 9-11 calls from the originating local exchange central offices, employs the ANI information associated with such calls from the originating central office, determines the correct destination of the call, and forwards the call and the ANI information to that destination.

E9-1-1 TRUNKS - The facilities that connect from the central office serving the individual telephone that originates a 9-1-1 call to the E9-1-1 tandem and connect the tandem to the PSAP. These may include, but are not limited to, point-to-point private line facilities. Common or shared facilities also may be used subject to the provisions of these rules.

EMERGENCY COMMUNICATIONS NETWORK (ECN) - A telephone network consisting of automated and manual call processing steps used to aggregate, transport and deliver emergency calling information to the appropriate E9-1-1 Selective Routing Tandem or PSAP.

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SECTION 2 – RULES (cont'd.)

1 Definitions (cont'd.)

EMERGENCY TELEPHONE SERVICE - A telephone system using the three-digit number 9-1-1 to report police, fire, medical or other emergency situations.

END OFFICE - See definition of CENTRAL OFFICE.

END USER - Any Customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes.

ENHANCED 9-1-1 (E9-1-1) - An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and (optionally) selective routing, to facilitate public safety response.

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

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

FIBER OPTIC CABLE - A thin filament of glass with a protective coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

FIRM ORDER CONFIRMATION - The date the Company confirms an order for service to be provided to the Customer.

GEOGRAPHIC AREA - The area such as a city, county, municipality, multiple counties, or other areas defined by a governing body or other governmental entity for the purpose of providing public agency response to 9-1-1 calls.

GOVERNING BODY - A board of county commissioners of a county or the city council or other governing body of a city, city and county, or town or the board of directors of a special district.

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SECTION 2 – RULES (cont'd.)

1 Definitions (cont'd.)

HOLIDAYS - The Company observes the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

INDIVIDUAL CASE BASIS (ICB) - A service arrangement in which the regulations, rates, charges and other terms and conditions are developed based on the specific circumstances of the case.

INSIDE WIRE - Wiring located on the building owner's/Customer's side of the demarcation point. Such wiring is deregulated. Installation and maintenance of Inside Wiring is the responsibility of the Customer or premises owner.

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

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

INTRASTATE COMMUNICATIONS - Any communications which originates and terminates within the same state and is subject to oversight by a state regulatory commission (such as the CPUC) as provided by the laws of the state involved.

JOINT USER - An individual or entity authorized by the Company and the Customer to share in the use of a Customer's Business Exchange Service.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No.82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.

LOCAL CALLING AREA - The Company's local calling areas for basic service rates mirror the local calling areas described in the dominant local exchange carrier's tariff for that region. Pacific Telesis' local calling area/zone descriptions can be found in Pacific Bell's CAL. P.U.C. No. A5, Section 5.2.1. GTE's local calling area/zone descriptions can be found in CAL. P.U.C. No. A28, Section III-B.

COMPETITIVE LOCAL EXCHANGE CARRIER

T

SECTION 2 – RULES (cont'd.)

1 Definitions (cont'd.)

LOCAL EXCHANGE CARRIER - Any person, corporation or entity that pursuant to the statutes and rules of the State of California and the CPUC is authorized to provide telecommunications Local Exchange Services on a resale or facilities basis.

LOCAL EXCHANGE SERVICE - Refers to local service that allows a subscriber to complete calls through facilities provided for intercommunications to other telephones within a specified area without payment of toll charges. This service also provides access to and from the telecommunication network for long distance calling.

MASTER STREET ADDRESS GUIDE (MSAG) - The file of street names and ranges defining emergency service agencies particular to a telephone number.

MAINTENANCE OF SERVICE - Maintenance of Service (Trouble Isolation) denotes an occurrence of a visit to a Customer's premises in connection with a service difficulty when it is determined that the difficulty is due to a condition in Customer-provided facilities, terminal equipment, a communication system or for Customer-maintained premises wire. When a Maintenance of Service visit is made, Premises Work Charges will apply.

MAJOR RATE INCREASE - A rate increase which is greater than a Minor Rate Increase, as defined below.

Mbps - Megabits, denotes millions of bits per second.

MESSAGE - A Message is a Call as defined above.

MINIMUM POINT OF ENTRY - The closest practicable point to where regulated facilities of the Company cross a property line or enter a building.

MINOR RATE INCREASE - A 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. Increase shall 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 parameter above, then the filing shall be treated as a Major Rate Increase.

NATIONAL EMERGENCY NUMBER ASSOCIATION (NENA) - An international not-for-profit organization whose purpose is to lead, assist, and provide for the development, availability, implementation and enhancement of a universal emergency telephone number or system common to all jurisdictions through research, planning, publications, training and education.

COMPETITIVE LOCAL EXCHANGE CARRIER

T

SECTION 2 – RULES (cont'd.)

1 Definitions (cont'd.)

NETWORK CONTROL SIGNALING - Transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call process signals indicating reorder or busy conditions, alerting tones) to control the operating of switching equipment in the system.

NETWORK FACILITIES - All Company facilities from the central office up to and including the Standard Network Interface at the demarcation point.

NON-LISTED SERVICE - Telephone numbers that are not published in the telephone directory but are available through directory assistance.

NON-PUBLISHED SERVICE - Service in which the Customer's name, address and telephone number are omitted from any telephone directory, street address directory, or in the directory assistance records available to the general public.

NONRECURRING CHARGE - A charge associated with a given service or item of equipment which applies on a per service and/or a per item basis each time the service or item of equipment is provided or changed.

OFF-HOOK - The active condition of a telephone exchange line or dedicated access line.

ON-HOOK - The idle condition of a telephone exchange line or dedicated access line.

PBX SERVICE - This service provides for centralized processing of exchange access by stations through groups of Central Office trunks, WATS lines, etc., or with other communication systems through voice circuits connected to the common equipment. Interconnection between stations through the common equipment is an inherent feature of the service.

PERSON - Any individual, firm, partnership, co-partnership, limited partnership, joint venture, association, cooperative organization, limited liability corporation, corporation (municipal or private and whether organized for profit or not), governmental agency, state, county, political subdivision, state department, commission, board, or bureau, fraternal organization, nonprofit organization, estate, trust, business or common law trust, receiver, assignee for the benefit of creditors, trustee, or trustee in bankruptcy or any other service user.

COMPETITIVE LOCAL EXCHANGE CARRIER

T

SECTION 2 – RULES (cont’d.)

1 Definitions (cont’d.)

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

PREMISES WORK CHARGE - A time-sensitive one-time charge that applies to Customer requested work done by the Company on the Customer’s side of the Network Interface.

PRIVATE BRANCH EXCHANGE (PBX) - An arrangement which comprises manual and/or automatic common equipment, wiring and station apparatus, and which provides for interconnection of main station lines associated with an attendant position and/or common equipment located on the Customer’s premises or extended to another premises of the same Customer.

PROTECTOR - An electrical device located in a central office, a Customer premises or anywhere along the telecommunications facility path. This device protects both the Company’s and the Customer’s property and facilities from high voltages and surges in current.

PSEUDO AUTOMATIC NUMBER IDENTIFICATION (pANI) - A number consisting of the same number of digits as ANI, and used to query routing and ALI databases.

PUBLIC AGENCY - Any city, city and county, town, county, municipal corporation, public district, or public authority located in whole or in part within this state which provides or has the authority to provide firefighting, law enforcement, ambulance, emergency medical, or other emergency services.

PUBLIC SAFETY ANSWERING POINT (PSAP) - A facility equipped and staffed to receive 9-1-1 calls from the 9-1-1 Service Provider. PSAPs operate under the direction of the governing body and are responsible to direct the disposition of 9-1-1 calls.

RESELLER OF LOCAL EXCHANGE SERVICE (RESELLERS) - For the purpose of this Rule, a reseller of basic local exchange service is providing basic local exchange service.

SAME PREMISES - All the space in the same building in which a Customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others; and all space in different buildings on continuous property, provided such buildings are occupied solely by one Customer. Foyers, hallways, and other space provided for the common use of all occupants of a building are considered the premises of the operator of the buildings.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

1 Definitions (cont'd.)

SELECTIVE ROUTING - The capability of routing an E9-1-1 call to a designated PSAP based upon the seven-digit or ten-digit telephone number of the subscriber dialing 9-1-1.

SELECTIVE ROUTER - See definition of E9-1-1 TANDEM or E9-1-1 SELECTIVE ROUTING TANDEM .

SERVING WIRE CENTER – The wire center from which the Customer-designated premises normally obtains dial tone from the Local Exchange Carrier.

SHARED FACILITY - A facility or equipment system or subsystem which can be used simultaneously by several Customers.

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

STANDARD NETWORK INTERFACE (SNI) - A standard Federal Communications Commission (FCC) registration jack or its equivalent, which is provided, installed, owned and maintained by the Company at the Customer's premises. The SNI is placed at the point on the Customer's premises where all premises services are connected to the telecommunication's network via Company or Customer owned facilities/wire.

SUPPORTING STRUCTURE - Consisting, of, but not limited to, pipes, conduits, risers, poles, trenches, backboards, plenum spaces, etc., as required for the physical placement, protection and support of telecommunications facilities. These structures are furnished, installed and maintained at the expense of the premises owner for use by the Company in terminating regulated facilities.

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

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

SUBSCRIBER - A person, firm, partnership, corporation or other entity who orders telecommunications service(s) from a telecommunications services provider.

COMPETITIVE LOCAL EXCHANGE CARRIER

T

SECTION 2 – RULES (cont'd.)

1 Definitions (cont'd.)

TDD/TEXT PHONE - A telecommunications device for use by deaf persons that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

TELECOMMUNICATIONS DEVICE FOR THE DEAF (TDD)/TEXT PHONE EMERGENCY ACCESS - Provides 9-1-1 access to individuals that use TDDs and computer modems.

TELECOMMUNICATIONS SERVICE PRIORITY (TSP) - Denotes the regulatory, administrative, and operational system developed by the federal government to ensure priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The FCC defines NSEP telecommunications services as those services which are used to maintain a state of readiness or to respond to and manage any event or crisis, which causes or could cause harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States.

TELECOMMUNICATIONS RELAY SERVICES - These services provides the ability for hearing-or speech-impaired individuals to communicate, by wire or radio, with a hearing individual in a manner that is functionally equivalent to communication by an individual without a hearing or speech impairment. This definition includes telecommunication relay services that enable two-way communications between an individual who uses a TDD or other non-voice terminal device and an individual who does not use such a device.

TELEMATICS - Personal safety devices utilizing a combination of electronic sensors, wireless communications technologies, and location determination technologies to signal or notify Telematics service providers when assistance is required. While Telematics devices are used for non-emergency purposes such as roadside assist or concierge services, navigation assistance, and vehicle tracking, the services described herein are specifically designed to facilitate the delivery of emergency Telematics calls to the appropriate responding agencies where facilities permit.

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

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

1 Definitions (cont'd.)

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

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

VOICE OVER INTERNET PROTOCOL (VoIP) - VoIP is the routing of voice calls that are transmitted, in whole or in part, via the public Internet or private IP network.

WIRE CENTER - The building which houses the local switching equipment (central offices) from which exchange and private line services are furnished and where cable facilities are terminated which furnish telephone service within a designated wire center serving area.

WIRE CENTER SERVING AREA - The area of the exchange served by a single wire center.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

2 Description of Service

The Company undertakes to furnish business communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of California.

Customers and users may use service and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers (e.g., NPA 900, NXX 976, etc.).

Service is offered for local and long distance calling to Customers pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules contained in Section 1 of this tariff. Rates vary based on whether the Customer is located in areas also served by Pacific Bell or by GTE California.

Service is available 24 hours per day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.

Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with resold services provided by other certificated carriers.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

3 Application for Service

Service is installed by arrangement between the Company and the Customer.

- (A) Service may be initiated based on a written or oral agreement between the Company and the customer. In either case, prior to the agreement, the customer shall be informed of all rates and charges for the services the customer desires and any other rates or charges which will appear on the customer's first bill.

In the event that the Company provides residential service(s) to a Customer, the provisions of Section 36 shall also apply.

If the agreement is oral, within 10 days of initiating the service order, the Company will provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the customer's bill. The letter must be in a language other than English if the sale was in another language.

In order to initiate service, the Customer must provide the following information: 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.

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.

Within 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.

Potential Customers who are denied service for failure to establish credit or pay the required deposit will be notified in writing by the Company of the reason for the denial within 10 days of the denial.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

3 Application for Service (cont'd.)

(B) Cancellation of Application for Service:

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 below. The special charges described in this section will be calculated on a case by case basis.

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, shall apply, but in no case shall 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 percent.)

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, let 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.

(C) Cancellation of Service:

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

3 Application for Service (cont'd.)

- (D) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of his or her obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the terms of the Service Order shall survive such termination.

- (E) Termination Liability:

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:

- (1) 20% of the balance of the total billing payable during the life of the term,
or
- (2) the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

- (F) Initiation of Service

Within 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 services provided by the Company.

Potential Customers who are denied service for failure to establish credit or pay deposit as described in this tariff must be given the reason for the denial in writing within 10 days of service denial.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont’d.)

4 Contracts

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

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

5 Special Information Required On Forms

(A) Customer Bills

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

1. When the bill shall be paid by the Customer to the Company;
2. Billing detail, including the period of service covered by the bill;
3. Late payment charges and when they will be applied;
4. How the Customer must pay the bill;
5. How to contact the Company with questions about the bill; and
6. If the Customer's bill contains charges for inter LATA and interstate toll calling billed by the Company on behalf of an interexchange carrier authorized to provide those services, then the bill will include a toll-free number for service or billing inquiries.

Each bill shall also include the following statement:

If you believe there is an error on your bill or have a question about your service, please call Atos Public Safety, LLC customer support at (833) 316-4911.

If you are not satisfied with Atos Public Safety, LLC's response, submit a complaint to the California Public Utilities Commission (CPUC) by visiting <http://www.cpuc.ca.gov/complaints/>. Billing and service complaints are handled by the CPUC's Consumer Affairs Branch (CAB), which can be reached by the following means if you prefer not to submit your complaint online:

Telephone 1-800-649-7570 (8:30 AM to 4:30 PM, Monday through Friday)
Mail California Public Utilities Commission, Consumer Affairs Branch,
505 Van Ness Avenue, Room 2003, San Francisco, CA 94102

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

5. Special Information Required On Forms (cont'd.)

Each bill shall also include the following statement: (cont'd)

If you have limitations hearing or speaking, dial 711 to reach the California Relay Service, which is for those needing direct assistance relaying telephone conversations, as well their friends, family, and business contacts. If you prefer having your calls immediately answered in your mode of communication, dial one of the toll-free language-specific numbers below to be routed to the California Relay Service provider.

Type of Call	Language	Toll-free 800 Number
TTY/VCO/HCO to Voice	English	1-800-735-2929
	Spanish	1-800-855-3000
Voice to TTY/VCO/HCO	English	1-800-735-2922
	Spanish	1-800-855-3000
From or to Speech-to- Speech	English & Spanish	1-800-854-7784

*To avoid having service turned off while you wait for the outcome of a complaint to the CPUC **specifically regarding the accuracy of your bill**, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.*

(B) Deposit Receipts

Each deposit receipt shall contain the following provisions:

“This deposit, less the amount of any unpaid bills for service furnished by Atos Public Safety, LLC, 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 nonpayment of bills in a 12-month period.”

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

6 Advance Payments, Deposits, and Guarantors

(A) Advance Payments

At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable as well as any nonrecurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered. Company will not require advance payments for usage.

(B) Deposits

1. Requirement: The Company may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.
2. Nondiscrimination: Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
3. Amount: The amount of the deposit shall not exceed twice the estimated average monthly bill for the class of service for which the deposit is to be applied. Interest on deposits will be set at the 3-month commercial paper rate published by the Federal Reserve Board, except no interest will be paid if the Customer has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered. In the event a customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the customer.
4. Refund upon Discontinuance: Upon discontinuance or termination of service, the deposit will be returned to the Customer within 30 days of rendition of the final bill, and will include any interest on the deposit as set forth above.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

6 Advance Payments, Deposits, and Guarantors

(B) Deposits (cont'd.)

5. Refund after Satisfactory Payment: After prompt and timely payment of all charges for 12 consecutive billing periods, within 30 days, the Company will refund the deposit to the Customer. The refund will include interest at the rate set forth above. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.
6. Deposit Receipt: See Rule 5.
7. Deposits shall not be required if the applicant:
 - a. Provides a satisfactory credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, Customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
 - b. A co-signer or guarantor may be used providing the co-signer or guarantor has acceptable credit history with the Company or another acceptable local exchange carrier.
 - c. The Company is required to accept a deposit to establish credit for service; however, it may request the deposit to be provided in cash or another acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

7 Notices and Communications

- (A) Notice by the Company: 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, or by written notice mailed to the Customer's or the authorized representative's last known address. 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. All notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following 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.
- (B) Notice by the Company Regarding Rate Information:
- (1) 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 increases in rates will be provided in writing to the Customer and postmarked at least 30 days prior to the effective date of the change. No Customer notice (other than a tariff revision filed with the CPUC) shall be required for minor rate increase or rate decrease. Customers shall be advised of optional service plans in writing as they become available. In addition, Customers shall 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. The Company shall provide this notice no later than the Company's next periodic billing cycle.
 - (2) When the Company provides information to a consumer which is allegedly in violation of its tariffs, the consumer shall have the right to bring a complaint against the Company. If the Commission determines that the complaint is part of a pattern of misinformation or was an attempt to defraud the Customer, the Commission may impose appropriate sanctions.
 - (3) The Company will notify Customers in writing of a change in ownership or identity of a Customer's service provider on the Customer's next monthly billing cycle.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

7. Notices and Communications (cont'd.)

(B) Notice by the Company Regarding Rate Information: (cont'd.)

- (4) Notices the Company sends to Customers, or to the CPUC, shall be a legible size and printed in a minimum point size of 10 and are deemed made on the date of presentation.

(C) Notice by 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. Cancellation of service by the Customer may be given verbally or by written notice to the Company at the Company's business office (in person or telephonically).

(D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the notice set forth herein.

(E) The Company shall, upon request, provide any applicant for service or Customer the following information:

1. The CPUC identification number of its registration to operate as a telecommunications corporation within California.
2. The address and telephone number of the CPUC to verify its authority to operate.
3. A copy of the CPUC's Consumer Protection Regulations.
4. A toll-free number to call for service or billing inquiries, along with an address where the Customer may write to the Company.
5. A full disclosure of all fictitious names, (i.e., d/b/a names) of the Company.
6. The names of billing agents, if any, the Company uses in place of performing the billing function itself.
7. Rate information as required in Rule 6 of the Consumer Protection Regulations set forth in D.95-07-054.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

8 Rendering and Payment of Bills

- (A) Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. The Company will prorate monthly recurring charges based on a 30-day month. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to the prorated amounts.
- (B) Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- (C) Customer payments are considered prompt when received by the Company or its agent by the due date on the bill. The due date is 30 days after the bill is rendered and is designated by the due date on the Customer's bill to timely pay the charges stated. The Company will credit payments within 24 hours of receipt. The late payment date will be prominently displayed on the customer bill.
- (D) However, if a Customer's service has been discontinued within the past 12 months or if the Customer incurs usage charges during a billing period which are equal to a least 200% of the amount of the Customer deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Customer followed by written notification of such demand sent by first class mail. If the requested payment is not made within five days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent. Charges deemed delinquent may be subject to the lesser of either a late payment charge of 1-1/2% per month or portion thereof that the bill remains unpaid, or the maximum allowed by law. This amount will be assessed from the date payment was due.
- (E) 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 after the specified due date.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont’d.)

8. Rendering and Payment of Bills (cont’d.)

(F) Taxes and Surcharges

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program Surcharge rates and the CPUC Reimbursement Fee rate 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. AT&T California tariffs. Additional information regarding these programs and fees is available at <http://www.cpuc.ca.gov/general.aspx?id=1124>.

Exclusions to the CPUC mandated Public Program Surcharge rates are as follows:

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 September 15, 1994
5. Usage charges for coin-operated pay telephones
6. Directory advertising
7. One-way radio paging

Exclusions to the CPUC Reimbursement Fee rate are as follows:

1. Directory advertising and sales
2. Terminal equipment sales
3. Inter-utility sales

(G) See Rule 5 for other information to be included on the bill.

(H) 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 toll fraud.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont’d.)

9 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 and subsequent bills, other than the disputed amount, must be paid by the “Due by” date shown on the bill. The “Due by” date shall be no sooner than 15 days of the date of presentation. If the undisputed portion of the bill and subsequent bills become delinquent as described in Rule No. 8, the service may 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 CPUC 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 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 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. The contact information for CAB is:

Telephone 1-800-649-7570 (toll-free)
 (8:30 AM to 4:30 PM, Monday through Friday)

Mail California Public Utilities Commission,
 Consumer Affairs Branch
 505 Van Ness Avenue, Room 2003
 San Francisco, CA 94102

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

9 Disputed Bill Procedure (cont'd.)

5. The contact information for CAB is: (cont'd)

Customers with limitations hearing or speaking, should dial 711 to reach the California Relay Service, which is for those needing direct assistance relaying telephone conversations, as well their friends, family, and business contacts. Customers who prefer having his or her calls immediately answered in his/her mode of communication, should dial one of the toll-free language-specific numbers below to be routed to the California Relay Service provider.

Type of Call	Language	Toll-free 800 Number
<i>TTY/VCO/HCO to Voice</i>	<i>English</i>	<i>1-800-735-2929</i>
	<i>Spanish</i>	<i>1-800-855-3000</i>
<i>Voice to TTY/VCO/HCO</i>	<i>English</i>	<i>1-800-735-2922</i>
	<i>Spanish</i>	<i>1-800-855-3000</i>
<i>From or to Speech-to- Speech</i>	<i>English & Spanish</i>	<i>1-800-854-7784</i>

To avoid having service turned off while waiting for the outcome of a complaint to the CPUC **specifically regarding the accuracy of a bill**, customers should contact CAB for assistance. If a customer's case meets the eligibility criteria, CAB will provide him/her with instructions on how to mail a check or money order to be impounded pending resolution of the case. Customers must continue to pay current charges while the complaint is under review to keep service turned on.

6. After the investigation and review are completed by the Company as noted in (1.) 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 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

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SECTION 2 – RULES (cont'd.)

10 Discontinuance and Restoration of Service

(See also 32 - Legal Requirements for Refusal or Discontinuance of Service on p. 71.)

(A) Discontinuance by Customer

1. A Customer may have service discontinued upon oral or written notice to the Company on or before the date of disconnection. Customers remain responsible for payment of all bills for services furnished.
2. If a Customer cancels his or her order for service before the service begins, a charge equal to the greater of \$25.00 or the actual costs incurred by the Company in provisioning the service prior to the cancellation will be levied upon the Customer. However, no charge will be levied if a Customer cancels his or her service within three (3) days of the date the order was placed in writing or within three (3) days of the date of the Company's written confirmation (see Rule 3(a)). No cancellation charge applies to orders canceled due to delays in installation that are caused by the Company that are ten (10) days past the promised due date. The Customer will be informed of the cancellation charge at the time the order is placed.
3. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.
4. Upon termination, presubscribed Customers may be held responsible for charges thereafter if the Customer has not selected an alternative local exchange carrier and service has not been transferred to the alternative carrier and such a Customer is continuing to receive service from the Company.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont’d.)

10 Discontinuance and Restoration of Service (cont’d.)

- (B) The Company may discontinue service under the following circumstances:
- (i) Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. 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 CPUC or by the court.
 - (ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.
 - (iii) An order from a court from another government authority having jurisdiction which prohibits the Company from furnishing service.
 - (iv) Failure to post a required deposit or guarantee.
 - (v) In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
 - (vi) Any violation of the conditions governing the furnishing of service.
- (C) Service may be refused or disconnected in the event of illegal use or of intent to defraud the Company. The Company may disconnect service for this reason after sending written notice certified mail to the Customer's last known address.
- (D) Service will not be discontinued for nonpayment of Category III services, as defined by the California Public Utilities Commission.
- (E) Basic Service will not be disconnected for non-payment of anything other than residential and single line business flat-rate and/or measured-rate service as defined in D.96-10-066, Appendix B, page 5.
- (F) The Company will continue to provide Customers access to 9-1-1 emergency service should service be discontinued by the Company to said Customers until such time as the Customer has established service with another carrier. (Also known as “Warm Line.”)

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

10 Discontinuance and Restoration of Service (cont'd.)

(G) Notice for Disconnection

1. Written notice of the pending disconnection will be rendered not less than 7 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.
2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service is not initially discontinued on any Saturday, Sunday, legal holiday, or any other day the Company service representatives are not available to serve Customers.
3. Written notice will state:
 - the name and address of the Customer whose account is delinquent;
 - the reason for discontinuance;
 - the amount that is delinquent (if applicable);
 - the date when payment or arrangements for payment are required in order to avoid termination
 - the procedure the Customer may use to initiate a complaint or to request an investigation concerning service or disputed charges as set forth in Rule 8;
 - the procedure the Customer may use to request amortization of the unpaid charges;
 - the telephone number of the Company representative, who can provide additional information or institute arrangements for payment;
 - the telephone number of the CPUC Consumer Affairs Branch where the Customer may direct inquiries;
 - local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

(H) Restoration of Service

The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

11 Request for Old Bill

The Company will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to such Customer, unless the Customer informs the Company within 15 days of the issuance of the bill that the original bill was not received. If a Customer or the Customer's representative thereafter requests additional copies of bills the following fees will apply:

Bills dated within 90 days prior to receipt of request	\$1.00 per bill, plus \$0.25 per telephone number on the bill in excess of 5 numbers
Bills dated more than 90 days but less than 12 months	\$5.00 per bill, plus \$0.25 per telephone number on the bill in excess of 5 numbers
Bills dated more than 12 months; less than 48 months	\$20.00 per bill, plus \$0.25 per telephone number on the bill in excess of 5 numbers

The Company will not provide a second copy of a bill that is more than 48 months old.

The Company shall charge a processing fee to any party that subpoenas or otherwise lawfully seeks to compel the provision of a copy or copies of a bill(s) in connection with any lawful investigation or lawsuit. The processing fee for any requested bill(s) is \$1.00 per bill if the invoice date is less than ninety (90) days prior to the date of the request, \$5.00 per bill if the invoice date is more than ninety (90) days and less than twelve (12) months prior to the date of the request and \$20.00 per bill if the invoice date is more than twelve (12) months prior to the date of the request.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

12 Temporary Service

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 30 days. Calls placed by Customers on such temporary service will be subject to the rates and regulations provided in this tariff.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

13 Continuity of Service

(A) Allowances for Interruptions in Service Credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer, are subject to the general liability provisions set forth in Rule 18, herein. It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within his control, or is not in wiring or equipment connected to the terminal of Company.

(B) Credit for Interruptions

1. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
2. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

Interruption of 24 hours or less:

	Interruption Period to be <u>Credited</u>
Less than 30 minutes	none
30 minutes up to, but not including 3 hours	1/10 day
3 hours up to, but not including 6 hours	1/5 day
6 hours up to, but not including 9 hours	2/5 day
9 hours up to, but not including 12 hours	3/5 day
12 hours up to, but not including 15 hours	4/5 day
15 hours up to, but not including 24 hours	One day

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

13 Continuity of Service (cont'd.)

(B) Credit for Interruptions (cont'd.)

Two or more interruptions of 15 minutes or more during anyone 24- hour period shall be considered as one interruption.

Interruption over 24 hours and less than 72 hours:

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any 24 hour period.

Interruption over 72 hours:

Interruptions over 72 hours will be credited 2 days for each full 24 hour period.

No more than 30 days credit will be allowed for any one month period.

(C) Limitations on Allowances

No credit allowance will be made for:

1. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
2. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. Interruptions due to the failure or malfunction of non-Company equipment
4. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:
5. Interruptions of service during a period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

13 Continuity of Service (cont'd.)

(C) Limitations on Allowances (cont'd.)

6. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
7. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or
8. Interruption of service due to circumstances or causes beyond the control of the Company.

(D) 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 Customers' service.

- (E) The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

14 Extensions

Extension line service is not offered by the Company.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

15 Service Connections and Facilities on Customers' Premises

- (A) Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier. Service furnished by the Company is not part of a joint undertaking with such carriers.
- (B) Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer-provided terminal equipment or communications systems with carrier's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.
- (C) Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.
- (D) Service connections involving Company facilities shall be made solely by Company personnel or third parties expressly authorized by the Company.
- (E) Company personnel shall have a right to access any Customer premises or other Customer-controlled locations on which Company facilities are located. Access shall be arranged with reasonable promptness during business hours for non-emergency purposes.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

16 Measurement of Miles

When charges for calls are mileage sensitive, airline mileage is computed as described below.

Calls are measured and rounded to the higher full minute from the serving wire center of the Customer's originating location to the serving wire center of the destination of the call, regardless of Company routing. The distance between the serving wire center origination point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by Bell Communications Research (BellCore) and NECA Tariff FCC No.4 in the following manner:

- Step 1 Obtain the "V" and "H" coordinates for the originating and terminating wire centers.
- Step 2 Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the airline mileage of the call.

Formula:

$$\sqrt{\frac{v_1 - v_2^2 + h_1 - h_2^2}{10}}$$

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

17 Measurement of Service

When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned to any Customer. The Customer may order a Customized Number where facilities permit for an additional charge.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

The Customer has no property right in the assigned telephone number and none can be acquired by usage or otherwise. The Company reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Telephone numbers of Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.

A Customer who wishes to retain his or her existing telephone number when that Customer changes his or her local service provider from the Company to the incumbent local exchange carrier or to a Competitive Local Carrier and chooses to disconnect the Company's service associated with the telephone number, may negotiate with the new carrier to obtain Number Call Forwarding.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont’d.)

18 Limitation 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 laws 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 Paragraphs (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 private line, alphabetical directory listings (excluding the use of bold type), and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of 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 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) Pursuant to Commission Decision D.95-07-054, “[t]he Company shall not be liable for any failure of performance due to causes beyond its control, including, without limitation, to acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, and any order, regulation or other action of any governing authority or agency thereof.”

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

18 Limitation of Liability (cont'd.)

(F) Directory Errors

1. 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:
 - a. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
 - b. For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in the Rate Schedules of this tariff, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
 - c. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission occurred.
 - d. For listings in information records furnished at additional charge, an amount no in excess of the charge for the listing during the period the error or omission continued.
 - e. For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

19 Limitations of Service

- (A) Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff, except that the Company will serve all locations within 300 feet of its facilities, provided that the Company can obtain reasonable access to the Customer's demarcation point. Beyond the 300 feet service requirement, the Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- (B) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- (C) The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- (D) The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards.
- (E) The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

20 Use of Service

- (A) Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- (B) The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- (C) Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- (D) Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. Service may only be resold or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, resold or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- (E) Any individual or company who uses or receives service from the Company, other than the provisions of an accepted application for service and a current Customer relationship, shall be liable for the tarified cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the CPUC or the court.
- (F) Use and Ownership of Equipment

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

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

20 Use of Service (cont'd.)

(G) Unauthorized Use

1. Service shall not be used to make unlawful expressions, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass.
2. Service shall not be used for any purpose in violation of law.
3. Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers, or interfere with the Company's reasonable ability to provide the service to others.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

21 Responsibilities of the Customer

- (A) The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines.
- (B) The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
- (C) The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.
- (D) The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.
- (E) The Customer and any authorized or joint users, jointly and serially, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer, authorized user, or joint user furnished or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control and from all other claims, loss, damage, expense (including the reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability arising out of any commission or omission by the Customer, authorized user, or joint user in connection with the service. In the event that any such infringing use is enjoined, the Customer, authorized user, or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement.

In addition and without limitation, the Customer, authorized user, or joint user shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims, including but not limited to slander, libel, or infringement.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

22 Special Construction

(A) Basis for Charges

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

- a) nonrecurring charges;
- b) recurring charges;
- c) termination liabilities; or
- d) combinations of (a), (b), and (c).

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

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

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

22 Special Construction (cont'd.)

3. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in the preceding section by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in the preceding section shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

23 Non-routine Installation and/or Maintenance

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

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

24 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. 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 CPUC rules in G.O. 96-A.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

25 Services for the Deaf and Disabled

The Company will provide telecommunications relay access to a telephone relay center for California Relay Service. In addition, the Company will participate in the Deaf and Disabled Equipment Program. Both of these services will be provided by Pacific Bell in Pacific Bell exchanges and by GTE of California in GTEC exchanges.

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.

(A) Only intrastate calls can be completed using the California Relay Service under the terms and conditions of this tariff.

(B) 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.

(C) Liability

The Company contracts with an outside provider for the provision of Relay Service and equipment for the Deaf and Disabled Equipment Program. The outside provider(s) has complete control over the provision of these services except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the Customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the Customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the Customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont’d.)

26 Emergency Telephone Number Service (911 Service)

(A) General

Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

(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 2 – RULES (cont’d.)

27 Information to be Provided to the Public

Information regarding regulated services provided by the Company, including but not limited to types of services, rate plans, conditions on eligibility and other related terms and conditions, as well as details of current promotional offerings will be made available to prospective customers in this tariff. A copy of this tariff and copies of advice letters concerning the services offered through this tariff are on file with the Commission and may also be viewed at the Company’s principal place of business:

1100 N Market Blvd.
Sacramento, CA 95834

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Upon request, copies of this tariff and associated advice letters will be provided free of charge to the Company’s customers and electronic copies of these materials will be provided free of charge to members of the general public. Upon receipt of multiple requests by a party for copies of Company tariff filings, the Company may recommend that the party be added to the Company’s regular service list for such materials. Requests by parties other than the Company’s customers for printed copies of this tariff or of related advice letters will be fulfilled, subject to reasonable charges to recover costs for photocopying and postage.

Customers and other members of the general public may contact the Company’s Customer Service representatives to obtain information regarding the Company’s regular service offerings and promotions, as well as associated rates, terms and conditions, at (833) 316-4911 between the hours of 9:00 am – 4:30 pm (Pacific) or via email to phil.rotheram@atos.net.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont’d.)

28 Change of Service Providers

- (A) Solicitation of Customer Authorization for Service Termination and Transfer.

Solicitations by LECs, CLCs, or their agents, of 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 LECs, CLCs, or their agents, must conform with California Public Utilities Code Section 2889.5. All solicitations sent by LECs, CLCs or their agents to customers must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine of \$500 will apply for each violation of this Rule.

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

A LEC or CLC will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent unauthorized transfer to their own service. LECs and CLCs are responsible for the actions of their agents that solicit unauthorized service termination and transfers. A carrier who engages in such unauthorized activity 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 applicant or customer. A penalty or fine of up to \$500 payable to the Commission may apply to each violation of this Rule. As prescribed under PU Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense. The LEC or CLC responsible for the unauthorized transfer will reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

29 Privacy

(A) General

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 Public Utilities Code Sections 2891, 2891.1 and 2893. 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.

The Company adopts and will comply with the privacy rules set forth in Appendix B of CPUC Decision Nos. 83-06-066, 83-06-073, and 83-09-061. As set forth below, the Company may be required to release nonpublic Customer information without first notifying the Customer and obtaining written consent. For example, the Company will provide required Customer information to an emergency agency answering a 911 call or other call communicating an imminent threat to life or property; to law enforcement agencies in response to lawful process; to collection agencies for the purpose of collecting unpaid debts; to other telephone companies (including local and long distance carriers) as necessary to provide service within or between service areas; and to the Federal Communications Commission or the CPUC. The Company may be required to provide the names and addresses of Customers subscribing to Lifeline service to other certificated California utilities for use in outreach programs.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

29 Privacy (cont'd.)

(B) Customer Credit Information and Calling Records

CPUC Decision Nos. 92860 and 9336, directs that each communications utility incorporate the provisions of the privacy rule set out in Appendix B of that decision as a part of its tariff. The Company adopts that rule as set out in Appendix B:

1. Definitions

- (1) Credit Information -** A Customer's credit information is the information contained in the Customer's utility account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, customer's social security and/or driver's license number, billing name, location of previous service. Not included in customer credit information for purposes of these rules are: non-published Customer information, or Customer's name, address, and telephone number as listed in the telephone directory.
- (2) Calling Records -** Calling Records are the records of calls made from a Customer's telephone no matter how recorded and regardless of whether such information appears in the Customer's monthly telephone service bill. Toll records, the name and address of the called party, and pen registered are examples of calling records.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

29 Privacy (cont'd.)

(B) Customer Credit Information and Calling Records (cont'd)

2. Release of Customer Credit Information and Calling Records

A Customer's credit information and/or calling records shall be released by a telephone utility only under the following circumstances:

- (1) Upon receipt of a search warrant obtained pursuant to California or federal law, or of a Federal Grand Jury Subpoena or a Federal Agency Subpoena; or
- (2) Upon making return to a subpoena or subpoena duces tecum, when it reasonably appears to the telephone utility that the procedures set out in Code of Civil Procedures Section 1985.3, or successor provisions, as they exist, have been followed. The utility shall not produce the records if there has not been compliance with CCP Section 1985.3. The utility shall abide by all orders to quash, protective orders, and similar court orders which may be issued with regard to the subpoenaed credit information and calling records.
- (3) Upon receiving permission of the Customer to release the information.

3. Deferral of Notice

- (1) Notification to the Customer will be deferred, and no disclosure made for a period of 90 days, if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is sufficient reason to believe that such notification would impede the investigation in which the request is made, upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the Customer of its receipt of the subpoena before divulging the information or records requested.
- (2) The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the customer would impede the investigation of an offense pursuant to which the subpoena or warrant was issued.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

29 Privacy (cont'd.)

(B) Customer Credit Information and Calling Records (cont'd)

3. Deferral of Notice (cont'd.)

- (3) Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, by another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.
- (4) Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the Customer.

4. Exception to Procedure for Release of Credit or Calling Records

The procedure set forth above does not apply where the requester is a collection agency working for the utility on the Customer's account or is an independent telephone company, other common carrier/interexchange carrier, Bell Operating Company, or Bell Company.

5. Retention of Records

Records of requests for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the Customer is notified in writing of the request. A copy of the letter of notification which was sent to the Customer shall also be retained for a like period of one year.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

30 Directories and Directory Listings

- (A) The Company will make one printed directory available to each Customer at no charge. Such directories may be supplied by the incumbent local exchange carrier or other third party. Additional directories will be provided at charges specified in Rate Schedule 3 of this tariff.
- (B) Pursuant to General Order 153, a free white pages telephone directory will be provided, as a mandatory service element, to all California Lifeline customers.
- (C) Pursuant to Commission Decision D.96-02-072, the Company will provide each Customer with one directory listing per year at no charge.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

31 Nonpublished Service

Upon a Customer's request, the Company will omit a Customer name, address and telephone number from any telephone directory, street address directory, or in the directory assistance records available to the general public. The applicable monthly charge applies as indicated in Rate Schedule 3 of this tariff. This information, as well as call-forwarding information from such unlisted telephone number, shall be released by the Company in response to legal process or to an authorized governmental agency which complies with the rules set forth in Appendix A to CPUC Decision No. 92860 and 93361 established for the release of nonpublished information as set forth below.

1. Agencies Authorized to Receive Nonpublished Information

Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.

An agency of the federal government which is lawfully authorized to:

Conduct investigations or make arrests for violations of the criminal laws of the United States; or,

Prosecute violations of the criminal laws of the United States; or,

Enforce civil sanctions which are ancillary to criminal statutes; or,

Conduct investigations into matters involving the national security of the United States; or,

Protect federal or foreign officials; or,

Protect public health and safety; or,

Conduct emergency rescue operations.

Any public health agency of the State of California or of a city, county, or other local government.

County or city 911 projects.

State Fire Marshall and Local Fire Departments or Fire Protection Agencies.

Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of debts.

California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

31 Nonpublished Service (cont'd.)

2. Procedure for Release of Nonpublished Information to Authorized Agencies

A telephone company shall only provide nonpublished information to persons within agencies who are either:

Peace officers pursuant to California Penal Code Section 830 and all, subsections thereof who are lawfully engaged in a criminal investigation in their official capacity; or,

Health officers who are acting in their official capacity and are lawfully investigating a matter involving a service communicable disease or life threatening situation; or,

Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in the preceding; or,

Employees of a county or city 911 project when acting in an official capacity; or,

Employees of an agency listing in the preceding when engaged in an investigation involving arson or when engaged in firefighting duties in which there is immediate peril to life or property.

Nonpublished information shall be released by a telephone company to an authorized agency upon the agency's written request provided that the agency has previously furnished the company 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.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

31 Nonpublished Service (cont'd.)

2. Procedure for Release of Nonpublished Information to Authorized Agencies (cont'd.)

Nonpublished information shall also be released by a telephone company 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 company only on a call back verification basis.

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

3. Notification to Customer

The telephone company shall not notify the Customer regarding the release of the Customer's nonpublished information unless the Customer contacts the Company and specifically requests to know whether their nonpublished information has been released.

When a Customer inquires of the Company 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 Company.

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 company shall withhold notice to the Customer for a period of one year from the date of release of the information to the agency.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

31 Nonpublished Service (cont'd.)

3. Notification to Customer (cont'd.)

The one year period of nondisclosure shall be extended for successive one year periods upon new written certification by the agency in each instance. 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 no 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 Company that such information was released and which agency received the information.

4. 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 certifies that disclosure to the Customer could violate a client's or contact's right of privacy and confidentiality.

5. Release of Information to Interexchange Carriers

The Company will provide nonpublished information to an Interexchange Carrier who needs the information for allocation, billing or service purposes.

6. Retention of Records

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

7. Unsolicited Telephone Efforts

The Company will not contact nonpublished residence Customers by telephone on an unlisted number(s) for unsolicited efforts.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

32 Legal Requirements for Refusal or Discontinuance of Service

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

“Appendix B”

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

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

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

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

32 Legal Requirements for Refusal or Discontinuance of Service (cont'd.)

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

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SECTION 2 – RULES (cont'd.)

33 Blocking Access to 900 and 976 Information Services

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.

Pursuant to Commission Decision D.95-07-054, the Company will make blocking of access to 900 and 976 information services available at no charge to residential customers; however, the Company may impose a charge if the customer requests de-activation of blocking.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

34 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 below. 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

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SECTION 2 – RULES (cont'd.)

34 Demarcation Points (cont'd.)

(B) Local Loop Demarcation Point (cont'd.)

4. Exceptions:

- a. Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment.
- b. Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the 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 Customer or building owner, and includes the equipment.
- d. If a property owner desires an 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 (also 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 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.
- f. Carrier Points of Presence (POP): Local Loop Demarcation Point guidelines are not applicable for access services provided to inter exchange carriers, local exchange carriers, and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission's regulations) Point of Presence location. However, the Local Loop Demarcation Point rules do apply to all Company-provided service(s) provisioned to a Point of Presence when the service(s) is used in the capacity of an end-user of the service(s).

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont'd.)

34 Demarcation Points (cont'd.)

(C) INC Demarcation Point

1. The Intrabuilding Network Cable (INC) demarcation point separates the building owner's responsibility to provide INC from the Customer'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 Customer.
2. The INC demarcation point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth in Paragraph 3 below and B4 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 the 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

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SECTION 2 – RULES (cont’d.)

34 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(s) 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 uses 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(s) of the land is owned by separate entities and portion(s) is owned by the entities in common³ do not constitute Continuous Property.

¹ The property retains its character as a continuous Property regardless of whether the owner or a lessee (who wholly leases the property from the owner) sublets a portion(s) 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 a 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

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SECTION 2 – RULES (cont'd.)

34 Demarcation Points (cont'd.)

(E) Continuous Property (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 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 set forth in this tariff, except as provided in the preceding paragraph.

5. The INC and Inside Wire Demarcation Points are located as described above.

6. At the request of a property owner, a 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 or entity 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.

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SECTION 2 – RULES (cont’d.)

34 Demarcation Points (cont’d.)

(F) Relocation of the MPOE and/or the LLDP

1. This section 34 (F) applies to continuous multi-tenant property.
2. Only the property owner or his or her agent may request relocation of the MPOE/LLDP.
3. The Company is required to relocate the MPOE/LLDP as requested by the property owner, or his or her agent, provided that the following conditions are met:
 - The property owner agrees, and has the ability, to pay for all relocation expenses reasonably incurred.
 - Relocation is technically feasible. (The Company bears the burden of proving technical infeasibility.)
 - Relocation is not prohibited by applicable local, state or federal laws, rules or regulations.
5. The Company’s charge to the property owner for relocation of the MPOE/LLDP shall be calculated pursuant to Rule 22 of this tariff concerning special construction.
6. To the extent that the relocation of the MPOE/LLDP results in Company property being transferred to the property owner, the Company shall charge the property owner the net book value (recorded cost less accumulated depreciation) of the property.
7. The Company may only charge for relocation of the MPOE/LLDP pursuant to these approved tariff provisions on file with the Commission.

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SECTION 2 – RULES (cont'd.)

35 General Liability Provisions of The Company

Pursuant to D.95-12-057, the Company concurs with the Limitation of Liability tariffs Section 2.1.14 of Pacific Bell. (See also 18 – Limitation of Liability.)

(A) Transmission

The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties, each of whom is present at a telephone or communications device.

The 9-1-1 emergency telephone number quickly summons emergency service in a crisis. When persons dial “9-1-1” to report an emergency, the telephone number (including non-published numbers) and address may be automatically displayed on a viewing screen located at the 9-1-1 answering centers and the call may also be recorded. The display of the calling number and address enables the emergency agency to quickly locate the caller if the call is disrupted by the crisis.

The 9-1-1 caller forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, the address and name associated with the originating station location are furnished to the PSAP. Telephone subscribers (published and non-published) consent to the storage and retention of the subscriber name, telephone number and address in the database management systems and also consent to access of this information by Public Agencies for the sole purpose of responding to emergency calls.

The Customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright or trade secrets from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Customer, and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.

(B) Connections with Other Telecommunications Providers

When the facilities or services of other companies are used in establishing connections to points or services provided to Customers not reached by the Company’s facilities, the Company is not liable for any act or omission of the other company or companies and their agents, servants, or employees.

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SECTION 2 – RULES (cont'd.)

35 General Liability Provisions of the Company (cont'd.)

(C) Defacement of Premises

The Company shall not be liable for any defacement of, or damage to, Customer's premises resulting from the existence of the Company's instruments, apparatus, or wiring, on such premises, or caused by the installation or removal, when such defacement or damage is not the result of the negligence of the Company.

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 2 – RULES (cont’d.)

36 Universal Lifeline Telephone Service

In the event that the Company undertakes to provide residential local exchange services, the following provisions shall apply.

1. Pursuant to California Public Utilities Code § 876, the Company will offer a Lifeline telephone service offering to eligible customers. A description of the Company’s Lifeline service offerings and the associated rates will be included in Section 3 of this Tariff.
2. During the Company’s initial contact with prospective residential services customers, the Company will provide information regarding the Universal Lifeline program and its availability, to include:
 - A description of the Universal Lifeline program
 - Eligibility criteria for participation in the program
 - The procedure by which to obtain Lifeline services.
3. The Company will provide application forms for Lifeline services upon request consistent with Commission procedures.
4. Pursuant to General Order 153 § 3.3, the Company will make any tariff filings regarding its provision of California Lifeline service and/or the California Lifeline surcharge consistent with California Public Utilities Code §489 and General Order 96-B and, with respect to such filings, the Company shall not substantially depart from the intent of General Order 153.

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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont’d.)

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1100 N Market Blvd.
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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

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Issued by: Trudy Fountain-James
General Counsel

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Atos Public Safety, LLC (U-7346-C)
1100 N Market Blvd.
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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont’d.)

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont’d.)

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont’d.)

3.3 Reserved for Future Use

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont’d.)

3.3 Reserved for Future Use

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont’d.)

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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont’d.)

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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont’d.)

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Decision No.

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Cancels and Replaces Original Sheet No. 95. 26

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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont’d.)

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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont’d.)

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont’d.)

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[Material originally on this sheet has been relocated to sheets 98.2 and 98.3.]

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

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[Material originally on this sheet has been relocated to sheet 98.3.]

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Cancels and Replaces Original Sheet No. 95.30

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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

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Cancels and Replaces 1st Revised Sheet No. 95.36 T

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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont’d.)

3.4 Reserved for Future Use

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3.4 Reserved for Future Use

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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

3.4 Reserved for Future Use

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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

3.4 Reserved for Future Use

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Cancels and Replaces Original Sheet No. 95.36.5

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3.4 Reserved for Future Use

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3.5 Reserved for Future Use

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3.5 Reserved for Future Use

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3.5 Reserved for Future Use

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3.5 Reserved for Future Use

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3.5 Reserved for Future Use

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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

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3.9 Reserved for Future Use

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SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont’d.)

3.9 Reserved for Future Use

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

3.11 NextGeneration 911 Services

The Company's 9-1-1 Emergency Services are telecommunications services that permit a Public Safety Answering Point (PSAP) to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by personal communications devices. These services support interconnection to other telecommunications service providers for the purpose of receiving emergency calls originated in the other providers' networks. 9-1-1 Emergency Services are offered subject to the availability of facilities. The Customer for these services is the Governing Body that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff. The Services address the provision of Next Generation 9-1-1 (NG9-1-1) services. The NG9-1-1 services in California will follow the mutually agreed upon National Emergency Number Association (NENA) i3 Call Flow standards which can be located at the NENA.org website and are incorporated by reference herein.

The Company currently provides these services as packaged solutions bundled with other services under agreement(s) listed below and subject to this tariff.

Customer: California Governor's Office of Emergency Services (Cal OES)

Contract No. A251017431 **Date Signed:** April 28, 2026

3.12 Higher Education Service Alert & Warning Upgrade Bundles

As a supplement to the NG 9-1-1 Statewide Alert and Warning services provided pursuant to contract(s) listed in 3.11, the Company offers a selection of upgrade packages for qualifying educational institutions, specifically consisting of an integrated safety and communication platform that delivers incident management collaboration, automated user provisioning, single sign-on access, SMS engagement (including opt-in and anonymous tips), desktop alerts, a personal safety app, and scalable operational messaging tied to student population size.

3.12.1 Higher Education Basic Upgrade Package

This package is based on student Full Time Equivalent (FTE) and includes a set of solutions optimized around the specific needs of Higher Education including:

- Collaborate for incident management
- SmartLoader for automated user management
- Single Sign-on (SSO) via LDAP/CAS/SSO/Shibboleth
- One SMS Opt-In Keyword
- EyeWitness for Anonymous Tip via SMS
- Desktop Notification
- Guardian Personal Safety Application
- Operational Messaging which includes 40 messages per student FTE count.

[Relocated material on this sheet was previously shown on sheet 95.28.]

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

3.12 Higher Education Service Alert & Warning Upgrade Bundles (cont'd)

3.12.2 Higher Education Premium Upgrade Bundle

The Higher Education Premium Upgrade Bundle is based on student FTE and includes the same set of solutions in the basic Higher-Ed Upgrade Bundle above, but with the customizable AppArmor safety application replacing the Guardian Personal Safety application.

- Collaborate for incident management,
- SmartLoader for automated user management
- Single Sign-on (SSO) via LDAP/CAS/SSO/Shibboleth
- One SMS Opt-In Keyword
- EyeWitness for Anonymous Tip via SMS
- Desktop Notification
- AppArmor Personal Safety Application
- Operational Messaging which includes 40 messages per student FTE count

3.12.3 Alertus Integration

Provides native integration with the Alertus solution for extending additional notification capabilities.

3.12.4 Operational Messaging – Large Bucket

Operational SMS messages are for situations that do not threaten life, health and/or property at time of sending. Messaging characteristics include:

- They may require urgent action, but do not carry sufficient risk to categorize as an emergency.
- May require eventual response actions to mitigate impact, which are not urgent.
- May be routine, planned, or standard events.
- May occur for commercial, PR or recreational purposes.

Operational Messaging purchase includes up to 400 individual 'brands' or Alerting Authorities and annual bucket of 25 million messages (text or 1 min voice calls). Aggregate usage in excess of annual bucket will automatically bill for an additional bucket of 25 million messages at the same rate.

[Relocated material on this sheet was previously shown on sheets 95.28 and 95.28.1.]

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 – GENERAL SERVICE DESCRIPTIONS AND REGULATIONS (cont'd.)

3.12 Higher Education Service Alert & Warning Upgrade Bundles (cont'd)

3.12.5 Operational Messaging – Small Bucket

Operational SMS messages are for situations that do not threaten life, health and/or property at time of sending. Messaging characteristics include:

- They may require urgent action, but do not carry sufficient risk to categorize as an emergency.
- May require eventual response actions to mitigate impact, which are not urgent.
- May be routine, planned, or standard events.
- May occur for commercial, PR or recreational purposes.

Operational Messaging purchase includes an annual bucket of 5 million messages (text or 1 min voice calls). Aggregate usage in excess of annual bucket will automatically bill for an additional bucket of 5 million messages at the same rate. Message bucket resets when depleted and re-billed or expire after 12 months

3.12.6 Additional SMS Opt-In Keyword – Higher Education

Keywords may be used for custom opt-in messaging. Users will have the ability to opt into the Alert and Warning system using the custom keyword.

[Relocated material on this sheet was previously shown on sheets 95.28.1 and 95.28.2.]

Atos Public Safety, LLC (U-7346-C)
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Sacramento, CA 95834

Schedule Cal. P.U.C. 1-T

2nd Revised Sheet No. 99 T

Cancels and Replaces 1st Revised Sheet No. 99 T

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 - RATES AND CHARGES

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Advice Letter No. 24
Decision No.

Issued by: Trudy Fountain-James
General Counsel

Date Filed: June 15, 2026
Effective Date: June 15, 2026

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Schedule Cal. P.U.C. 1-T
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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 - RATES AND CHARGES

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Cal. P.U.C. Schedule 1-T
4th Revised Sheet No. 100.1
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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 - RATES AND CHARGES

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Cal. P.U.C. Schedule 1-T
3rd Revised Sheet No. 100.2
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SECTION 4 - RATES AND CHARGES

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Schedule Cal. P.U.C. 1-T
3rd Revised Sheet No. 100.3
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EMERGENCY SERVICES TARIFF

SECTION 4 - RATES AND CHARGES (cont'd.)

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Cal. P.U.C. Schedule 1-T
4th Revised Sheet No. 100.4
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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 - RATES AND CHARGES (cont'd.)

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Cal. P.U.C. Schedule 1-T
2nd Revised Sheet No. 100.5 T
Cancels and Replaces 1st Revised Sheet No. 100.5 T

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 - RATES AND CHARGES (cont'd.)

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Cal. P.U.C. Schedule 1-T
2nd Revised Sheet No. 100.7 T
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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 - RATES AND CHARGES (cont'd.)

4.3 Reserved for Future Use

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General Counsel

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Sacramento, CA 95834

Schedule Cal. P.U.C. 1-T

2nd Revised Sheet No. 100.8

Cancels and Replaces 1st Revised Sheet No. 100.8

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 - RATES AND CHARGES (cont'd.)

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Issued by: Trudy Fountain-James
General Counsel

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Effective Date: June 15, 2026

COMPETITIVE LOCAL EXCHANGE CARRIER

4.4 NextGeneration 911 Services

The Company currently provides the services identified in preceding Section 3.11 at the rates and charges identified in the Agreement(s) listed below. .

Customer: California Governor's Office of Emergency Services (Cal OES)
Contract No. A251017431
Date Signed: April 28, 2026

4.5 Higher Education Service

Feature Name	Feature Description	Unit of Measure	MRC	NRC
NG9-1-1 alert and warning - Higher-Ed Upgrade Bundle	A set of solutions optimized around the specific needs of Higher Education.	Per Student Full Time Equivalent (FTE) with annual minimum MRC of \$292.00	\$0.15	N/A
Higher-Ed Premium Upgrade Bundle	A set of solutions optimized around the specific needs of Higher Education, with customizable AppArmor safety application.	Per Student FTE with annual minimum MRC of \$292.00	\$0.22	N/A
AlertUs Integration	Set-up Fee for integration with the Alertus Solution.	One-time	N/A	\$1,500.00
Operational Messaging – Large Bucket	Operational SMS messages are for situations that do not threaten life, health and/or property at time of sending.	Number of messages (25 million messages per allocation)	N/A	\$312,500.00
Operational Messaging – Small Bucket	Operational SMS messages are for situations that do not threaten life, health and/or property at time of sending. Messaging characteristics include:	Number of messages (5 million messages per allocation)	N/A	\$62,500
Additional SMS Opt-In Keyword – Higher Education	Users will have the ability to opt into the Alert and Warning system using the custom keyword.	Per keyword	\$209.00	N/A

[Relocated material on this sheet was previously shown on sheets 100.3.1.]

Atos Public Safety, LLC (U-7346-C)
2500 Westchester Ave.
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Cal. P.U.C. Schedule 1-T
1st Revised Sheet No. 101

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COMPETITIVE LOCAL EXCHANGE CARRIER

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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
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Advice Letter No. 4
Decision No.

Issued by: Amy Chipperson
General Counsel

Date Filed: June 7, 2019
Effective Date: June 8, 2019

COMPETITIVE LOCAL EXCHANGE CARRIER

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SAMPLE FORMS

1. Sample Notice of Disconnection

THIS IS A FINAL DISCONNECTION NOTICE.

YOU MUST PAY [\$_____] PRIOR TO [DATE]
TO AVOID DISCONNECTION OF YOUR BASIC TELEPHONE SERVICE.

Dear Customer:

Phone number _____

Your telephone services account continues to be seriously overdue. By paying the amount noted above by the date noted above, you will avoid the inconvenience of all or part of your service being interrupted and, moreover, will avoid incurring a charge of \$_____ for reconnection services. If payment arrangements are not made within five days of temporary suspension, your incoming telephone service will be fully suspended. Seven days later, your account will be terminated.

If you cannot pay your balance please call us at [###-###-####] to discuss an acceptable payment plan.

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

Remittance slip:

Account number [#####]

Amount enclosed \$ _____

Total amount due [\$ _____]

COMPETITIVE LOCAL EXCHANGE CARRIER

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SECTION 6 - SAMPLE FORMS (cont'd.)

2. Customer Alert to Continued Nonpayment

Our records show that payment on your account is past due in excess of _____ days.
The Company wants to help our customers to meet their business needs. If we can assist
you with a tailored payment option, please contact us at [XXX-XXX-XXXX] .

Unfortunately, unless payment is made or we hear from you and agree upon a payment
plan by (month, date, year) then we will have to disconnect your services. A reconnection
fee will be required, as if you ordered service for the first time, to restore your service
after disconnection.

We value your business. Please do not ignore this message as it will leave us with
disconnection of your service the only alternative. Please contact us immediately so that
we can discuss a payment arrangement that will work for you.

3. Notice of Returned Check and Associated Charges

This letter is to advise you that your check, in payment of charges for telephone services
provided by the Company, has been returned check by the bank due to insufficient funds
on your account.

Consistent with our terms and conditions of service, a returned check charge of
\$ _____ will be applied to your account in addition to your previous balance.

Please contact us as soon as possible at [XXX-XXX-XXXX] and make arrangements to
pay your bill in full.