

Sonic Telecom, LLC  
2260 Apollo Way  
Santa Rosa, CA 95407

California Price Guide  
Page 1

Effective: February 8, 2017

U-7002-C

LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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PRICE GUIDE SCHEDULE

APPLICABLE TO  
LOCAL EXCHANGE SERVICES

of

SONIC TELECOM, LLC  
#U-7002-C

within the  
STATE OF CALIFORNIA

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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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CHECK SHEET

Sheets of this Price Guide as listed below are effective as of the date shown at the top of the page are in effect as of the date on the page.

<u>Sheet</u>			<u>Sheet</u>		
<u>Number</u>	<u>Revision</u>		<u>Number</u>	<u>Revision</u>	
	Original		32	Original	
1	Original		33	1 <sup>st</sup> Revised	*
2	1 <sup>st</sup> Revised	*	34	Original	
3	1 <sup>st</sup> Revised	*	35	1 <sup>st</sup> Revised	*
4	Original		36	Original	
5	Original		37	Original	
6	Original		38	Original	
7	Original		39	Original	
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19	Original		51	Original	
20	Original		52	Original	
21	1 <sup>st</sup> Revised	*	53	Original	
22	1 <sup>st</sup> Revised	*	54	Original	
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<u>Number</u>		<u>Number</u>		
63	Original	94	1 <sup>st</sup> Revised	*
64	Original	95	Original	
65	Original	96	Original	
66	Original	97	Original	
67	Original	98	Original	
68	Original	99	Original	
69	Original	100	1 <sup>st</sup> Revised	*
70	Original	101	Original	
71	Original	102	1 <sup>st</sup> Revised	*
72	Original	103	1 <sup>st</sup> Revised	*
73	Original	104	Original	
74	Original	105	Original	
75	Original	106	Original	
76	Original	107	Original	
77	Original	108	1 <sup>st</sup> Revised	*
78	Original	109	1 <sup>st</sup> Revised	*
79	Original			
80	Original			
81	Original			
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87	Original			
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EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
  - (D) To signify discontinued material, including listing, rate, rule or condition.
  - (I) To signify increase.
  - (L) To signify material relocated from or to another part of the Price Guide schedules with no change in text, rate, rule or condition.
  - (N) To signify new material including listing, rate, rule or condition.
  - (R) To signify reduction
  - (T) To signify a change in wording of text but not change in rate, rule or condition.
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SECTION 1 - PRELIMINARY STATEMENT

No. 1 General

- 1.1 This Price Guide sets forth the rates and rules of Sonic Telecom, LLC applicable to its provision of competitive local exchange service within the State of California to Business and Residential Customers located in exchange areas served by Pacific Bell, Verizon California, Inc., Roseville Telephone Company and Citizen Telephone Company.
- 1.2 The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC and its provision of telecommunications services throughout the State of California.
- 1.3 The Company has been authorized by the California Public Utilities Commission (CPUC) to provide competitive local exchange service.

No. 2 Availability of the Company's Price Guide

- 2.1 Complete copies of the Company's advice letters and current Price Guide are maintained at the Company's business offices located at:

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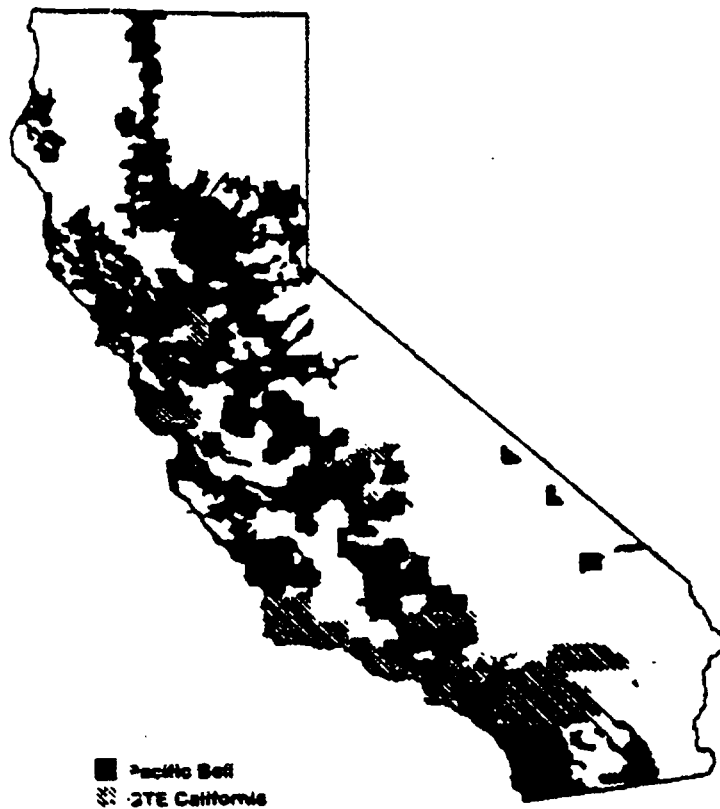
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SECTION 1 - PRELIMINARY STATEMENT (Cont'd)

No. 3 Service Area Map

- 3.1 The Company has been authorized by the Commission to provide competitive local exchange service within the areas of the State of California currently served by SBC California Inc., Verizon California, Inc., Roseville Telephone Company and Citizen Telephone Company, as depicted on the following map.



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SECTION 2 – RULES

No. 1 Definitions

**Advance Payment:** Part or all of a payment required before the start of service.

**Access Code:** Denotes a uniform code assigned to the Company. The code has the form 10XXX or 10XXXXX for direct access; 950-0XXX or 950-1XXX for calling card access.

**Agency:** For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

**Analog:** A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

**Apartments:** A building or group of buildings used primarily to provide complete residential apartments but not lodging on a day-to-day basis.

**Attendant:** An operator of a PBX console or telephone switchboard.

**Authorized User:** A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

**Automatic Number Identification (“ANI”):** Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

**Bit:** The smallest unit of information in the binary system of notation.

**Building:** A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

**Call Hold:** Allows the user to hold one call for any length of time provided that neither party goes on-hook.

**Call Transfer:** Allows a user to transfer any established call to another line.

**Central Office:** An operating office of the Company where connections are made between telephone exchange lines.

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SECTION 2 – RULES (Cont'd)

No. 1 Definitions (Cont'd)

**Channel:** A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

**College:** An establishment for higher education authorized to confer degrees where lodging for the students is maintained on the premises.

**Commission or California Public Utilities Commission:** The California Public Utilities Commission (CPUC).

**Communications Services:** The Company's local exchange switched telephone services.

**Communications Systems:** Channels and other facilities which are capable of two-way communications between subscriber -provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications service

**Company:** Sonic Telecom, LLC, the issuer of this Price Guide, located at: 2260 Apollo Way, Santa Rosa, CA 95407.

**Company Calling Card:** A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the network and to have the charges for such calls billed to the Customer's account.

**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.

**Credit Card:** A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholders.

**Customer:** The person, firm, corporation, or other entity that orders service pursuant to this Price Guide and utilizes service provided under the terms provided by the Company. A Customer is responsible for the payment of charges and for compliance with all terms of the Company's Price Guide.

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SECTION 2 – RULES (Cont'd)

No. 1 Definitions (Cont'd)

**Customer Premises Equipment (CPE):** Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

**Date of Presentation:** The postmark date on the billing envelope.

**Day:** Time period from 8:01 a.m. to 5:00 p.m.

**Demarcation Point:** The point at which the Company's facilities end and the customer's facilities begin. A demarcation point may be located at the minimum point of entry, pedestal, or at the customer's premises. The Company bears no responsibility for facilities, signals or quality of service at any point on the customer's side of the demarcation point.

**Digital:** A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

**Direct Inward Dial ("DID"):** A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

**Emergency Service Number ("ESN"):** A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the Customer.

**Error:** A discrepancy or unintentional deviation by the Company from what is correct or true. An "error", can also be an omission in records.

**Evening:** Time period from 5:01 p.m. to 11:00 p.m.

**Exchange:** A geographic area smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

**Exchange Service:** The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

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SECTION 2 – RULES (Cont'd)

No. 1 Definitions (Cont'd)

**Fiber Optic Cable:** A thin filament of glass with a protective outer 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.

**Hospital:** An establishment for treatment of human patients by members of the medical profession where lodging for the patients is maintained on the premises.

**Hotel:** An establishment offering lodging with or without meals to the general public on a day-to-day basis.

**Inside Wire:** Wiring, riser cable or house cable located within a multi-dwelling unit and/or within the customer's premises.

**Interexchange Carrier (IC) :** Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

**Interface:** That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

**Interruption:** The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

**Joint User:** A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

**Kilobit:** One thousand bits.

**Kbps:** Kilobits per second, denotes thousands of bits per second.

**LATA:** A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or by other appropriate means.

**Link:** The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

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SECTION 2 – RULES (Cont'd)

No. 1 Definitions (Cont'd)

**Local Call:** A call which, if placed by a Customer over the facilities of the Company, is not rated as a toll call.

**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.

**Local Service:** Telephone exchange service within a local calling area.

**Loops:** Segments of a line which extend from the serving central office to the originating and to the terminating point.

**Major Rate Increase:** A rate increase which is greater than a Minor Rate Increase, as defined below.

**Megabit:** One million bits.

**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.

**Mbps:** Megabits, denotes millions of bits per second.

**Move:** The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

**Multiline Hunt:** A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

**Network:** Refers to the Company's facilities, equipment, and services provided under this Price Guide.

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SECTION 2 – RULES (Cont'd)

No. 1 Definitions (Cont'd)

Night: Time period from 11:01 p.m. to 8:00 a.m.

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.

Other Telephone Company: An Exchange Telephone Company other than the Company or issuer of this Price Guide.

PBX: A private branch exchange.

Port: A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the Customer. A port connects a link to the public switched network.

Premises: The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Public Safety Agency: The State or any city, county, municipal corporation, public district, public authority, or functional division located in whole or in part within the State which provides or has the authority to provide fire fighting, law enforcement, ambulances, medical, or emergency services. Referred to the customer as Universal Emergency Telephone Number Service.

Public Safety Answering Point ("PSAP"): An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

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

Referral Period: The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

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SECTION 2 – RULES (Cont'd)

No. 1 Definitions (Cont'd)

**Same Premises:** All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

**Service Order:** A written request for Communications Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Price Guide, but the duration of the service is calculated from the Service Commencement Date.

**Serving Central Office:** The central office from which local service is furnished.

**Shared:** A facility or equipment system or subsystem that can be used simultaneously by several Customers.

**Station:** Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

**Suspension:** Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

**T-1 System:** A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

**Telephone Call:** A voice connection between two or more telephone stations through the public switched exchange system.

**Termination Of Service:** Discontinuance of both incoming and outgoing service.

**Three-Way Calling:** Allows a user to add a third party to an existing conversation.

**Toll Call:** Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

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SECTION 2 – RULES (Cont'd)

No. 1 Definitions (Cont'd)

**Two-way:** A service attribute that includes outward dial capabilities for outbound calls and the ability to receive inbound calls.

**Universal Emergency Telephone Number (“911”) Service:** Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

**User or End-User:** Any person or entity that obtains the Company's services provided under this Price Guide, regardless of whether such person or entity is so authorized by the Customer.

**Weekend:** Time Period from 12:01 Saturday morning to 11:59 Sunday night and the following holidays: New Years Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas day.

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SECTION 2 – RULES (Cont'd)

No. 2 Description of Service

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish business communications service pursuant to the terms of this Price Guide in connection with one-way and/or two-way information transmission between points within the State of California.
- 2.1.2 Customers and users may use service and facilities provided under this Price Guide to obtain access to services offered by other service providers. The Company is responsible under this Price Guide 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.).
- 2.1.3 Service is offered for local and long distance calling to Customers pursuant to the terms of this Price Guide. Descriptions applicable to specific offerings are found in the Rate Schedules contained in Section 3 of this Price Guide.
- 2.1.4 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.
- 2.1.5 Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with resold services provided by other certificated carriers



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SECTION 2 – RULES (Cont'd)

No. 3 Application for Service

3.1 Application Process

- 3.1.1 Service is installed by arrangement between Sonic Telecom, LLC and its customers.
  - 3.1.2 A Customer desiring to obtain service may do so based on an oral or written agreement. 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.
  - 3.1.3 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.
  - 3.1.4 During the initial contact all applicants for residential service must be given information regarding the Universal Lifeline program and its availability.
  - 3.1.5 Service may be initiated based on a written or oral agreement between Sonic Telecom 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. If the agreement is oral, within 10 days of initiating the service order, Sonic Telecom 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.
  - 3.1.6 Within 10 days of initiating service, Sonic Telecom 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 Sonic Telecom.
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SECTION 2 – RULES (Cont'd)

No. 3 Application for Service (Cont'd)

3.2 Cancellation of Application for Service

- 3.2.1 When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case-by-case basis.
- 3.2.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, 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.)
- 3.2.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, 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.
- 3.2.4 The Customer may have service discontinued upon verbal or 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.
- 3.2.5 Customer may cancel its application for service prior to installation. Any termination shall not relieve the Customer of his or her obligation to pay any charges incurred under the Service Order and this Price Guide 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.
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SECTION 2 – RULES (Cont'd)

No. 3 Application for Service (Cont'd)

3.3 Termination Liability

3.3.1 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:

3.3.1.1 20% of the balance of the total billing payable during the life of the term, or

3.3.1.2 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.

3.4 Initiation of Service

3.4.1 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.

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

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SECTION 2 – RULES (Cont'd)

No. 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-B.

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SECTION 2 – RULES (Cont'd)

No. 5 Special Information Required On Forms

5.1 Customer Bills

5.1.1 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:

- When the bill shall be paid by the Customer to the Company;
- Billing detail, including the period of service covered by the bill;
- Late payment charges and when they will be applied;
- How the Customer must pay the bill;
- How to contact the Company with questions about the bill; and
- If the Customer's bill contains charges for interLATA 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.

5.1.2 Each bill shall also include the following information:

(T)

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

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SECTION 2 – RULES (Cont'd)

No. 5 Special Information Required On Forms (Cont'd)

5.1 Customer Bills (Cont'd)

5.1.3 Deposit Receipts

Each deposit receipt shall contain the following provisions:

*"This deposit, less the amount of any unpaid bills for service furnished by Sonic Telecom, 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."*

5.1.4 Bills to Wholesale Customers

Bills sent to Sonic Telecom' wholesale customers will be fully compliant with all CPUC regulations and will contain the requisite surcharges and notifications. Sonic Telecom wholesale customers are solely responsible for accurately depicting this information on their retail end users' bills or invoices.

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SECTION 2 – RULES (Cont'd)

No. 6 Advance Payments and Deposits

6.1 Advance Payments

6.1.1 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. Advance payments will not be required for usage.

6.2 Deposits

6.2.1 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.

6.2.1 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.

6.2.3 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 that a customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the customer.

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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 2 – RULES (Cont'd)

No. 6 Advance Payments and Deposits (Cont'd)

6.2 Deposits (Cont'd)

- 6.2.4 Refund upon Discontinuance: Upon discontinuance or termination of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, 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.
- 6.2.5 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.
- 6.2.6 Deposit Receipt: See Rule 5.1.3.
- 6.2.7 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 cannot refuse a deposit to establish credit for service. However, it may request that the deposit be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit, etc.).
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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 2 – RULES (Cont'd)

No. 7 Notices and Communications

7.1 Notices 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

A. Regarding Rate Information:

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 shall be required for minor rate increase or rate decrease. Upon request customers shall be advised of optional service plans in writing. 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.

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When the Company provides information to a consumer that is allegedly in violation of its Price Guides, 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.

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.

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.

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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 2 – RULES (Cont'd)

No. 7 Notices and Communications (Cont'd)

7.2 Notice by Customer

- A. 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).
  - B. 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.
  - C. The Company shall, upon request, provide any applicant for service or Customer the following information:
  - D. The CPUC identification number of its registration to operate as a telecommunications corporation within California.
  - E. The address and telephone number of the CPUC to verify its authority to operate.
  - F. A copy of the CPUC's Consumer Protection Regulations.
  - G. A toll-free number to call for service or billing inquiries, along with an address where the Customer may write to the Company.
  - H. A full disclosure of all fictitious names, (i.e., d/b/a names) of the Company.
  - I. The names of billing agents, if any, the Company uses in place of performing the billing function itself.
  - J. Rate information as required in Rule 6 of the Consumer Protection Regulations set forth in D.95-07-054.
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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 2 – RULES (Cont'd)

No. 8 Rendering and Payment of Bills

8.1 Rendering of Bills

8.1.1 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.

8.2 Payment of Bills

8.2.1 Bills are due and payable as specified on the bill. All charges for service are payable only in United States currency. Payment is accepted by credit or debit card only.

8.2.2 The Company will credit payments within 24 hours of receipt.

8.2.3 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 1.5% 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.

8.2.3 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. The late payment date will be prominently displayed on the customer's bill.

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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 2 – RULES (Cont'd)

No. 9 Disputed Bill Procedure

9.1 Disputed Bill Procedure

9.1.1 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:

- The Customer may make a request, and the Company shall comply with the request, for an investigation and review of the disputed amount.
  - 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 after the date of presentation. If the undisputed portion of the bill and subsequent bills become delinquent, the service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
  - 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.
  - 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.
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SECTION 2 – RULES (Cont'd)

No. 9 Disputed Bill Procedure (Cont'd)

9.1.2 After the investigation and review are completed by Sonic Telecom, 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 Sonic Telecom 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.

9.1.3 The address of the CPUC is as follows:

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

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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 2 – RULES (Cont'd)

No. 10 Termination of Service

10.1 Termination of Service by Customer

10.1.1 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. Basic Service will not be disconnected for non-payment of anything other than residential and single line business, as flat rate and/or measured services are defined in D.96-10-066.

10.1.2 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 may 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. 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. (T)

10.1.3 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.

10.1.4 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.

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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 2 – RULES (Cont'd)

No. 10 Termination of Service (Cont'd)

10.1 Termination of Service By the Company

10.2.1 The Company may discontinue service under the following circumstances:

- A. 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.
- B. A violation of, or failure to comply with, any regulation governing the furnishing of service.
- C. An order from a court from another government authority having jurisdiction which prohibits the Company from furnishing service.
- D. Failure to post a required deposit or guarantee.
- E. In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
- F. Any violation of the conditions governing the furnishing of service.

10.2.2 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 by certified mail to the Customer's last known address.

10.2.3 Service will not be discontinued for nonpayment of Category III services, as defined by the California Public Utilities Commission.

10.2.4 To the extent the Company provides dial tone to customers using facilities owned or leased by the company, the Company will continue to provide Customers access to 911 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.")

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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 2 – RULES (Cont'd)

No. 10 Termination of Service (Cont'd)

10.3 Notice for Disconnection

10.3.1 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.

10.3.2 Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service will not be initially discontinued on any Saturday, Sunday, legal holiday, or any other day the Company service representatives are not available to serve Customers.

10.2.3 Written notice will state:

- A. the name and address of the Customer whose account is delinquent;
- B. the reason for discontinuance;
- C. the amount that is delinquent (if applicable);
- D. the date when payment or arrangements for payment are required in order to avoid termination;
- E. 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 9;
- F. the procedure the Customer may use to request amortization of the unpaid charges;
- G. the telephone number of a the Company representative, who can provide additional information or institute arrangements for payment;
- H. the telephone number of the CPUC Consumer Affairs Branch where the Customer may direct inquiries;

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(D)



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SECTION 2 – RULES (Cont'd)

No. 10 Termination of Service (Cont'd)

10.4 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. A restoration charge will apply after the disconnection of service; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

Sonic Telecom, LLC  
2260 Apollo Way  
Santa Rosa, CA 95407

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SECTION 2 – RULES (Cont'd)

No. 11 Temporary Service

From time to time, Sonic Telecom, LLC may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 60 days. Calls placed by Customers on such temporary service will be subject to the regulations provided in this Price Guide.

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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 2 – RULES (Cont'd)

No. 12 Continuity of Service

12.1 Allowances for Interruptions in Service

12.1.1 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 16, 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.

12.2 Credit for Interruptions

12.2.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Price Guide. 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.

12.2.2 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. In no case will the credit for interruption exceed the monthly recurring charges for the service affected.

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SECTION 2 – RULES (Cont'd)

No. 12 Continuity of Service (Cont'd)

12.2.2 Credit for Interruptions (Cont'd)

- A. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

<u>Interruption of 24 hours or less:</u>	<u>Interruption Period to be 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

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

Interruption 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.

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.

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SECTION 2 – RULES (Cont'd)

No. 12 Continuity of Service (Cont'd)

12.3 Limitations on Allowances

12.3.1 No credit allowance will be made for:

- A. Interruptions due to the negligence of, or noncompliance with the provisions of this Price Guide by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
  - B. 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;
  - C. Interruptions due to the failure or malfunction of non-Company equipment;
  - D. 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;
  - E. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
  - F. 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
  - G. Interruption of service due to circumstances or causes beyond the control of the Company.
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SECTION 2 – RULES (Cont'd)

No. 12 Continuity of Service (Cont'd)

12.4 Temporary Suspension for Repairs

- 12.4.1 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.
  - 12.4.2 When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customers' service.
  - 12.4.3 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.
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SECTION 2 – RULES (Cont'd)

No. 13 Service Connections and Facilities on Customers' Premises

- 13.1 Service furnished by Sonic Telecom, LLC 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 Sonic Telecom, LLC is not part of a joint undertaking with such carriers.
  - 13.2 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.
  - 13.3 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.
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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 2 – RULES (Cont'd)

No. 14 Measurement of Service

14.1 Calculation of Distance

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

14.1.2 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 TelCordia 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:

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

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SECTION 2 – RULES (Cont'd)

No. 15 Telephone Number Changes

- 15.1 When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.
- 15.2 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.
- 15.3 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.
- 15.4 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.

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SECTION 2 – RULES (Cont'd)

No. 16 Limitation of Liability

16.1 Limitation of Liability

- 16.1.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Price Guide, 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 Price Guide.
  - 16.1.2 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.
  - 16.1.3 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.
  - 16.1.4 Except as provided above, 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. Company will not be liable to its wholesale customers' retail end users for any errors caused by the wholesale customer.
  - 16.1.5 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.
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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 2 – RULES (Cont'd)

No. 16 Limitation of Liability (Cont'd)

16.2 Directory Errors

16.2.1 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, 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 not in excess of the charge for the listing during the period the error or omission continued.
  - E. For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.
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SECTION 2 – RULES (Cont'd)

No. 17 Limitations of Service

- 17.1 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this Price Guide or the law.
  - 17.2 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 Price Guide, shall not be liable for errors in transmission or for failure to establish connections.
  - 17.3 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.
  - 17.4 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 Price Guide until the indebtedness is satisfied.
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SECTION 2 – RULES (Cont'd)

No. 18 Use of Service

18.1 Use of Service

- 18.1.1 Service may be used by the Customer for any lawful purpose for which the service is technically suited.
  - 18.1.2 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.
  - 18.1.3 Recording of telephone conversations of service provided by the Company under this Price Guide is prohibited except as authorized by applicable federal, state and local laws.
  - 18.1.4 Any service provided under this Price Guide 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 Price Guide, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer must 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.
  - 18.1.5 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 tariffed cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the CPUC or the court
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SECTION 2 – RULES (Cont'd)

No. 18 Use of Service (Cont'd)

18.2 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.

18.3 Unauthorized Use

18.3.1 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.

18.3.2 Service shall not be used for any purpose in violation of law.

18.3.3 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.

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SECTION 2 – RULES (Cont'd)

No. 19 Responsibilities of the Customer

- 19.1 The Customer is responsible for: 1) placing any necessary orders; 2) complying with Price Guide regulations; 3) for assuring that users comply with Price Guide regulations; 4) payment of charges for calls originated from the Customer's telephone lines.
  - 19.2 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.
  - 19.3 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.
  - 19.4 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.
  - 19.5 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.
  - 19.6 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.
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SECTION 2 – RULES (Cont'd)

No. 20 Special Construction

20.1 Basis for Charges

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

- nonrecurring charges;
- recurring type charges;
- termination liabilities; or
- combinations thereof.



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SECTION 2 – RULES (Cont'd)

No. 20 Special Construction (Cont'd)

20.2 Basis for Cost Computation

20.2.1 The costs referred to preceding may include one or more of the following items to the extent they are applicable: cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:

- equipment and materials provided or used,
  - engineering, labor and supervision,
  - transportation, and
  - rights of way;
  - cost of maintenance
  - depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage; administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items; license preparation, processing and related fees;
  - Price Guide preparation, processing and related fees;
  - any other identifiable costs related to the facilities provided; or
  - an amount for return and contingencies.
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SECTION 2 – RULES (Cont'd)

No. 20 Special Construction (Cont'd)

20.3 Termination Liability

20.3.1 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 the customer.

20.3.2 The termination liability period is the estimated service life of the facilities provided.

20.3.3 The amount of the maximum termination liability is equal to the estimated amounts for:

A. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

- equipment and materials provided or used,
- engineering, labor and supervision,
- transportation, and
- rights of way;

B. license preparation, processing, and related fees;

C. Price Guide 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.

20.3.4 Method for Calculating the Unpaid Balance of Term Obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 20.3.3 by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 20.3.3 shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities that are provided by the Company. This product is adjusted to reflect applicable taxes.

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SECTION 2 – RULES (Cont'd)

No. 21 Non-routine Installation and/or Maintenance

21.1 Customer Charges

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company may 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.

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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 2 – RULES (Cont'd)

No. 22 Individual Case Basis (ICB) and Special Assembly Arrangements

22.1 Individual Case Basis

The Company may develop case-by-case arrangements in response to a Customer's or prospective Customer bona fide request to develop a bid for a service offered under this Price Guide (ICB). Rates quoted in response to such competitive requests may be different than those specified for such services in this Price Guide. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

22.2 Special Assembly Arrangements

The Company may provide a unique intrastate service arrangement for a customer where no tariffed service exists for the service. The unique service can be provided to the customer via a Special Assembly.

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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 2 – RULES (Cont'd)

No. 23 Services for the Deaf and Disabled

23.1 California Relay Service

23.1.1 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. The Company will provide access to both of these services through arrangements with other telecommunications carriers.

23.1.2 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.

23.1.3 Only intrastate calls can be completed using the California Relay Service under the terms and conditions of this Price Guide.

23.1.4 The following calls may not be placed through the Relay Service:

- A. calls to informational recordings and group bridging service;
  - B. calls to time or weather recorded messages;
  - C. station sent paid calls from coin telephones; and
  - D. operator-handled conference service and other teleconference calls.
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SECTION 2 – RULES (Cont'd)

No. 23 Services for the Deaf and Disabled (Cont'd)

23.2 Liability

The Company has contracted with Pacific Bell and Verizon California, Inc. to offer equipment and services to eligible deaf and disabled customers. Please contact the Company's local business office for details of this 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 Price Guide 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.

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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 2 – RULES (Cont'd)

No. 24 Universal Emergency Telephone Number Service

24.1 General

- 24.1.1 This Price Guide does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- 24.1.2 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for responding to an emergency call in progress.
- 24.1.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 24.1.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 2 – RULES (Cont'd)

No. 24 Universal Emergency Telephone Number Service (Cont'd)

24.2 Liability for Use of 911

The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.



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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 2 – RULES (Cont'd)

No. 24 Universal Emergency Telephone Number Service (Cont'd)

24.3 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 on 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.

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SECTION 2 – RULES (Cont'd)

No. 25 Change of Service Providers

25.1 Solicitation of Customer Authorization for Service Termination and Transfer Solicitations by the Company, or its agents, for Customer authorization for termination of service with an existing carrier and the subsequent transfer to the Company must include current rate information on the Company and information regarding the terms and conditions of service with the Company. Such solicitation must conform with California Public Utilities Code Section 2889.5, and be legibly printed in at least 10-point type.

25.2 Unauthorized Service Termination and Transfer

The Company shall restore the Customer's service to the original carrier without charge to the Customer where that service has been changed on an unauthorized basis. All Company billings during the unauthorized service period shall be refunded to the Customer. If the Company is found responsible for the unauthorized transfer it will reimburse the original carrier for reestablishing service at the tariff rate of the original carrier. This applies as well to switches initiated by agents of Company. A penalty or fine of \$500 may apply for each violation of this rule.

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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 2 – RULES (Cont'd)

No. 26 Privacy

26.1 General

- 26.1.1 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.
- 26.1.2 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.
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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 2 – RULES (Cont'd)

No. 26 Privacy (Cont'd)

26.2 Customer Credit Information and Calling Records

26.2.1 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 Price Guide. The Company adopts that rule as set out in Appendix B:

26.2.2 Release of Credit Information and Calling Records:

A. Definitions

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.

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.

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SECTION 2 – RULES (Cont'd)

No. 26 Privacy (Cont'd)

26.2 Customer Credit Information and Calling Records (Cont'd)

26.2.2 Release of Credit Information and Calling Records:

B. Release of Customer Credit Information and Calling Records

1. A Customer's credit information and/or calling records shall be released by a telephone utility only under the following circumstances:
    - (a) 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
    - (b) 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.
    - (c) Upon receiving permission of the Customer to release the information.
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SECTION 2 – RULES (Cont'd)

No. 26 Privacy (Cont'd)

26.2 Customer Credit Information and Calling Records (Cont'd)

26.2.2 Release of Credit Information and Calling Records: (Cont'd)

B. Release of Customer Credit Information and Calling Records(Cont'd)

2. Deferral of Notice

- (a) 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.
  - (b) 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.
  - (c) 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.
  - (d) 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.
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SECTION 2 – RULES (Cont'd)

No. 26 Privacy (Cont'd)

26.2 Customer Credit Information and Calling Records (Cont'd)

26.2.2 Release of Credit Information and Calling Records: (Cont'd)

B. Release of Customer Credit Information and Calling Records(Cont'd)

3. 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.

26.2.3 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 retained for a like period of one year.

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SECTION 2 – RULES (Cont'd)

No. 27 Directories

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.



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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 2 – RULES (Cont'd)

No. 28 Non-published Service

28.1 General

28.1.1 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 Price Guide. 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 non-published information as set forth below.

A. Agencies Authorized to Receive Non-published Information

1. Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.
  2. An agency of the federal government which is lawfully authorized to:
    - (a) Conduct investigations or make arrests for violations of the criminal laws of the United States; or,
    - (b) Prosecute violations of the criminal laws of the United States; or,
    - (c) Enforce civil sanctions which are ancillary to criminal statutes; or,
    - (d) Conduct investigations into matters involving the national security of the United States; or,
    - (e) Protect federal or foreign officials; or,
    - (f) Protect public health and safety; or,
    - (g) Conduct emergency rescue operations.
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SECTION 2 – RULES (Cont'd)

No. 28 Non-published Service (Cont'd)

28.1 General (Cont'd)

28.1.1 A. (Cont'd)

3. Any public health agency of the State of California or of a city, county, or other local government.
  4. County of city 911 projects.
  5. State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
  6. Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of debts.
  7. California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.
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SECTION 2 – RULES (Cont'd)

No. 28 Non-published Service (Cont'd)

28.2 Procedure for Release of Non-published Information to Authorized Agencies

28.2.1 A telephone company shall only provide non-published information to persons within agencies who are either:

- A. 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,
  - B. 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,
  - C. Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in the preceding; or,
  - D. Employees of a county or city 911 project when acting in an official capacity; or,
  - E. Employees of an agency listing in the preceding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.
  - F. Non-published 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 non-published 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, non-published information. The written request for the non-published information must be signed by the head of the agency or by a previously designated person and the request must state that the non-published information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.
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SECTION 2 – RULES (Cont'd)

No. 28 Non-published Service (Cont'd)

28.2 Procedure for Release of Non-published Information to Authorized Agencies (Cont'd)

28.2.1 (Cont'd)

- G. Non-published 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 non-published 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, non-published information. The telephonic request for non-published information must be made by the head of the agency or by one of the previously designated persons.
  - H. The non-published information requested by telephone shall be provided by the company only on a call back verification basis.
  - I. The requesting agency shall, within five working days after making the telephonic request, mail the Company a letter confirming the request.
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SECTION 2 – RULES (Cont'd)

No. 28 Non-published Service (Cont'd)

28.3 Notification to Customer

- 28.3.1 The telephone company shall not notify the Customer regarding the release of the Customer's non-published information unless the Customer contacts the Company and specifically requests to know whether their non-published information has been released.
  - 28.3.2 When a Customer inquires of the Company whether their non-published 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 non-published information, the Customer will receive no communication from the Company.
  - 28.3.3 If the requesting agency certifies that disclosure to a Customer about the release of his or her non-published 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.
  - 28.3.4 The one-year period of nondisclosure shall be extended for successive one-year periods upon new written certification by the agency in each instance.
  - 28.3.5 If no request has been made for nondisclosure to the Customer, the Customer who inquires shall be notified in writing as to the identity of the agency which requested the non-published information and the information released.
  - 28.3.6 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 non-published information was released, shall automatically be notified in writing by the Company that such information was released and which agency received the information.
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SECTION 2 – RULES (Cont'd)

No. 28 Non-published Service (Cont'd)

28.4 Exception for Health Officers

No notification shall ever be made to a Customer that non-published 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.

28.5 Release of Information to Interexchange Carriers

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

28.6 Retention of Records

All written documents pertaining to non-published 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.

28.7 Unsolicited Telephone Efforts

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

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SECTION 2 – RULES (Cont'd)

No. 29 Legal Requirements for Refusal or Discontinuance of Service

29.1 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 Price Guide schedules. Accordingly, Appendix B of Decision No. 91188, Case No. 4930, is quoted herein:

29.1.1 "Appendix B"

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.

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SECTION 2 – RULES (Cont'd)

No. 29 Legal Requirements for Refusal or Discontinuance of Service (Cont'd)

29.1 (Cont'd)

- 29.1.2 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.
- 29.1.3 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.
- 29.1.4 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.
- 29.1.5 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.
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SECTION 2 – RULES (Cont'd)

No. 29 Legal Requirements for Refusal or Discontinuance of Service (Cont'd)

29.1 (Cont'd)

- 29.1.6 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.
- 29.1.7 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.
- 29.1.8 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.
- 29.1.9 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.
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SECTION 2 – RULES (Cont'd)

No. 30 Blocking Access to 900 and 976 Information Services

At the request of a customer, the Company shall block that customer's access to 900 and 976 pay-per call telephone information services. The Company shall inform its customers of the availability of this service at the time service is ordered. This blocking service shall be made available free of charge to residential customers, although the Company may impose a charge if the customer asks for deactivation of blocking.

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SECTION 2 – RULES (Cont'd)

No. 31 Demarcation Points

31.1 Responsibilities

- 31.1.1 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.
- 31.1.2 The Customer is responsible for the completion of services beyond the Company's local loop demarcation point.
- 31.1.3 Customer requested services beyond the local loop demarcation point, or via some other technical arrangement, may be provided by the Company at the Customer's expense.

31.2 Local Loop Demarcation Point

- 31.2.1 The Company's Local Loop Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the budding 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.
  - 31.2.2 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.
  - 31.2.3 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.
  - 31.2.4 The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story budding, 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 budding.
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SECTION 2 – RULES (Cont'd)

No. 31 Demarcation Points (Cont'd)

31.2 Local Loop Demarcation Point (Cont'd)

31.2.5 Exceptions:

- Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment.
  - 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.
  - Company-Provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the Customer or budding owner, and includes the equipment.
  - 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
  - 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.
  - Carrier Points of Presence (POP): Local Loop Demarcation Point guidelines are not applicable for access services provided to interexchange carriers, local exchange carriers, and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission'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).
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SECTION 2 – RULES (Cont'd)

No. 31 Demarcation Points (Cont'd)

31.3 INC Demarcation Point

31.3.1 The Intrabuilding Network Cable (INC) demarcation point separates the budding 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.

32.3.2 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 directly below and 30.1.4 preceding.

32.3.4 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.

31.4 Inside Wire Demarcation Point

32.4.1 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.

32.4.2 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.

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SECTION 2 – RULES (Cont'd)

No. 31 Demarcation Points (Cont'd)

31.5 Continuous Property

31.5.1 Continuous Property is land which is:

- wholly owned by a single individual or entity, regardless of whether the owner leases<sup>1</sup> all or a portion(s) of the property to another and
- which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare<sup>2</sup> or the property of another.

31.5.2 There are three basic types of Continuous Properties:

- Single-tenant commercial in which one owner or tenant occupies all building.
- 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.
- 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 common<sup>3</sup> do not constitute Continuous Property.

<sup>1</sup>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.

<sup>2</sup>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.

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SECTION 2 – RULES (Cont'd)

No. 31 Demarcation Points (Cont'd)

31.5 Continuous Property

31.5.3 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.

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.

31.5.4 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 Price Guide, except as provided in the preceding paragraph.

31.5.5 The INC and Inside Wire Demarcation Points are located as described above.  
Such as town homes and homes in gated communities.

31.5.6 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.

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SECTION 2 – RULES (Cont'd)

No. 32 Information to be Provided to the Public

This Price Guide is posted on the Company's website at [www.sonic.com](http://www.sonic.com) and is also available for inspection during normal business hours at Carrier's principal place of business: 2260 Apollo Way, Santa Rosa, CA 95407, and can be obtained at a nominal cost to recover photocopying, postage, and/or transmission expenses.



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SECTION 2 – RULES (Cont'd)

No. 33 Claims

- 33.1 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees as ordered by the Commission or by a Court for:
- 33.1.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agent, representatives or invitees; or
  - 33.1.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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SECTION 2 – RULES (Cont'd)

No. 34 Interconnection Facilities

Interconnection between subscriber and Company are made through switched access on dedicated facilities.

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SECTION 2 – RULES (Cont'd)

No. 35 Inspections

- 35.1 Carrier may, after notification to the Subscriber, and at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding equipment and interconnections are being complied with in the installation, operation and maintenance of Company-provided equipment and in the wiring of the connection of Customer channel to Company-provided facilities.
- 35.2 If the protective requirements in connection with Company-provided equipment are not being complied with, Carrier may take such action as necessary to protect its equipment, facilities and personnel.

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SECTION 2 – RULES (Cont'd)

No. 36 Taxes and Surcharges

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

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SECTION 2 – RULES (Cont'd)

No. 37 Universal Telephone Service Regulations

37.1 Eligibility

The following criteria for eligibility apply to California Lifeline Telephone Service:

37.1.1 The residence premises at which the service is requested is the applicant's principal place of residence.

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

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

37.1.2 There is only one exchange access line serving the residence premises.

37.1.3 For the fiscal year for which the service is provided, based on current income, the applicant's total household income does not exceed the following:

HOUSEHOLD SIZE	INCOME LIMITATION
1-2	\$26,400 (C)
3	\$30,700 (C)
4	\$37,300 (C)
Each Additional Member	\$ 6,600 (C)

37.1.4 The income used to determine whether a household with a self-employed person is eligible to participate in the California Lifeline Telephone Service program shall include the net business income shown on IRS Form 1040, Schedule C, Line 29. If a net loss is shown on Line 29, then Line 29 shall not be included as part of the income used to determine whether a household with a self-employed person is eligible to participate in the California Lifeline Telephone Service program.

Liquid assets shall not be used as a criterion to screen applicants for the California Lifeline Telephone Service program.

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SECTION 2 – RULES (Cont'd)

No. 37 Universal Telephone Service Regulations (Cont'd)

37.1 Eligibility (Cont'd)

37.1.5 Household income used to determine eligibility shall not include (i) borrowed monies, or (ii) monies transferred from one checking, savings, or similar account to another account. Household income used to determine eligibility shall include income derived from such assets, such as interest and dividend, and income derived from the gain from their sale.

37.1.6 No person who is claimed as a dependent on another person's income tax return shall be eligible for ULTS.

37.1.7 The applicant's total household income is subject to verification by the CPUC.

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SECTION 2 – RULES (Cont'd)

No. 37 Universal Telephone Service Regulations (Cont'd)

37.2 Certification

37.2.1 The applicant will self-certify eligibility for ULTS. Re-certification is required annually or at any time the qualifying criteria for recipients change.

37.2.2 The Company shall obtain from each applicant seeking to enroll in the ULTS program a signed statement indicating that (i) the Company may verify the customer's eligibility to participate in the ULTS program, and (ii) if the verification establishes that the customer is ineligible to participate in the ULTS program, the customer shall be removed from the program and may be billed for previous discounts which the customer should not have received.

37.2.3 New applicants for telephone service ordering ULTS are required to return a signed self-certified form to the Company within 45 days or service will be changed to the regular tariffed rate. The full rate (excluding usage) will be retroactive to the date the ULTS rate commenced. Also, if service and labor charges were billed at the discounted ULTS rate, the amount of the discount will be back billed. The regular change of service charge will also be applicable. Applicants who do not return a signed self-certification form to the Company within 45 days will be subject to normal deposit requirements.

37.2.4 The Company will mail re-certification forms annually to each recipient of ULTS. The Company shall obtain from each customer seeking to remain in the ULTS program a signed statement acknowledging that (i) the Company may verify the customer's eligibility to participate, and (ii) if the verification establishes that the customer is ineligible to participate in the program, the customer will be removed from the program and may be billed for previous discounts which the customer should not have received. If the certificate is not received by the Company within 60 days, the Company will assume that the customer is no longer eligible.

37.3 Additional Service and Equipment

Additional service and equipment are not included in the ULTS rate, but will be provided to ULTS customers at applicable tariffed rates.

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SECTION 2 – RULES (Cont'd)

No. 37 Universal Telephone Service Regulations (Cont'd)

37.4 Deposits

37.4.1 Establishment of Credit - ULTS Residence Applicants

A deposit or other form of security will not be required unless the ULTS applicant has an unpaid final residence bill over 45 days old. When the Company requires a deposit, the deposit amount will be determined as described in 2.1.7.

37.4.2 Reestablishment of Credit - ULTS Residence Applicants

A customer whose service has been discontinued for nonpayment of bills will be required to:

- Pay any unpaid balance due to the Company for the premises at which service is to be restored,
- Pay a restoration charge as described in this Price Guide and
- Reestablish credit by making a deposit before service is restored.

An applicant who previously has been a customer of the Company and during the last twelve months of that prior service, has had service temporarily or permanently discontinued for nonpayment of bills, will be required to pay any unpaid balance due the Company and to reestablish credit by making the deposits as described in this Price Guide.

37.5 Unless otherwise stated, all rule provisions of this section shall apply to ULTS.

37.6 Regulations not found in this section are as set forth in other sections of this Price Guide.

37.7 Customers qualifying for ULTS will be entitled to one installation every 12 months of a primary access line as shown in rates and charges. No carry-over credit will be given for years in which no installation at reduced rates is made.

Existing non-ULTS customers qualifying for ULTS will be charged the ULTS change of service charge for change in class, type or grade of service, if applicable.

Eligible ULTS customers requesting a change of service will be charged the ULTS service charge.

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SECTION 2 – RULES (Cont'd)

No. 38 Discounted Services To Qualifying Entities

38.1 Decision 96-10-066 authorizes discounted services for qualifying schools, libraries, hospitals and health clinics, and community based organizations.

38.1.1 Schools and Libraries

Qualifying schools and libraries shall be entitled to a 50% discount off tariffed rates for the following services: Measured business service, Switched 56, Integrated Services Digital Network (ISDN) service, T-1 service, and DS-3, or their functional equivalents. Only public and non-profit schools providing elementary or secondary education, and which do not have endowments of more than \$50 Million, shall qualify for the discounted rates for schools. Only those libraries that are eligible for participation in state-based plans for funds under Title III of the Library Services and Construction Act, shall qualify for the discounted rates for libraries.

38.1.2 Hospitals and Health Clinics

Municipal and county government owned and operated hospitals and health clinics qualify for a 20% discount off tariffed rates for the following services: Switched 56, ISDN, T-1 and DS-3 services, or their functional equivalents.

38.1.3 Community Based Organizations (CBOs)

Qualifying CBOs shall be entitled to a 25% discount off tariffed rates for the following services: Switched 56, ISDN, and T-1 service, or their functional equivalents. Only tax exempt organizations offering health care, job training, job placement, or educational instruction, shall qualify for the discounted rates for CBOs. A tax exempt organization shall refer to an organization described in Section 501(c)(3) or 501(d) of the Internal Revenue Code, Title 26 of the United States Code. In order to qualify for the CBO discount, the CBO must provide proof of qualification at the time of application.

38.1.4 The discounted rates available under this Rule may not be resold to, or shared with, any other non-qualifying entity or person.

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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 3 – EXCHANGE SERVICES

No. 1 Service Charges

1.1 Service Order Charge

The Service Order Charge is a nonrecurring charge which applies to administrative processing of orders for the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. The Company may from time to time waive or reduce the charge as part of a promotion. Promotions will be submitted to the CA PUC for prior approval, as required.

	<u>Business</u>	<u>Residential</u>
Per Order	\$ 0.00 (R)	\$0.00

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SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 1 Service Charges (Cont'd)

1.3 Moves, Adds and Changes

1.3.1 The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

1.3.2 The Customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

- Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.
- Add: The addition of a vertical service to existing equipment and/or service at one location.
- Change: Change - including rearrangement or reclassification of existing service at the same location.

1.3.3 Nonrecurring Charges

	<u>Business</u>	<u>Residential</u>
Moves	\$ 0.00 (R)	\$0.00
Adds	\$ 0.00 (R)	\$0.00
Change	\$ 0.00 (R)	\$0.00

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SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 1 Service Charges (Cont'd)

1.4 Charges Associated With Premises Visit

1.4.1 Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Such charges are due and payable when billed.

1.4.2 Noncomplex wire, jacks and materials include:

- 2 to 6 pair inside wire
- Faceplates
- RJ11C, RJ14C, RJ11W and RJ14W type station jacks
- Staples, screws, nail, tape, connectors, etc.

1.4.3 Trouble Isolation Charge

When a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

	1st 30 (C) <u>Minutes</u>	Each Add'l 30 (C) <u>Minutes (or fraction)</u>
Company Work Day	\$ 75.00 (C)	\$ 25.00 (R)
Non Company Work, except Sunday or Holiday	\$ 75.00 (R)	\$ 25.00 (R)
Sunday or Holiday	\$ 75.00 (R)	\$ 25.00 (R)

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SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 1 Service Charges (Cont'd)

1.4 Charges Associated With Premises Visit (Cont'd)

1.4.4 Inside Wire Maintenance and Installation

The Customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

A. Inside Wire Installation Charge

Installation Charges apply when a Customer requests new noncomplex wire and jack installation or requests existing noncomplex wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.

Material is included in each time increment charge.

Inside Wire Installation Charge

(D)

	1st 30 (C) <u>Minutes</u>	Each Add'l <u>30 Min.(C)</u>
Per Premises Visit	\$ 75.00 (R)	\$ 25.00 (R)

B. Inside Wire Maintenance Charge

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

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SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 1 Service Charges (Cont'd)

1.5 Primary Interexchange Carrier Change Charge

1.5.1 Description

Presubscription is an arrangement whereby an end user may select and designate to the Company Inter/IntraLATA Interexchange Carriers (ICs) to access, without an access code, for long distance calls. These ICs are referred to as the end user's Primary Interexchange Carriers (PICs)

1.5.2 Regulations

- A. Pursuant to the Equal Access Plan filed with the Commission, each residential customer may select one PIC for IntraLATA long distance service and the same or another PIC for InterLATA service. A Change Charge does not apply for the initial Carrier selection(s).
- B. Subsequent to the installation of Local Exchange Service, and after the end user's initial PIC selection(s), the following nonrecurring charge applies for any Carrier-selection modification. This charge is billed to the Local Exchange Service customer as follows:
- Customers who change their IntraLATA or their InterLATA PIC (but not both) will be assessed a single charge.
  - Customers who simultaneously change IntraLATA and InterLATA PICs to a single Carrier will be assessed a single charge.
  - Customers who simultaneously change IntraLATA and InterLATA PICs to separate Carriers will be assessed a charge per Carrier.

1.5.3 Charge

Change in Interexchange Carrier

Residence  
Nonrecurring Charge  
\$5.00

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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 2 Blocking Service

2.1 General

Blocking Access to 900 and 976 Information Services

At the request of a customer, Company shall block that customer's access to 900 and 976 pay-per call telephone information services. Company shall inform its customers of the availability of this service at the time service is ordered. This blocking service shall be made available free of charge to residential customers, although Company may impose a charge if the customer asks for deactivation of blocking.

2.1.1 Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to all Customers:

- A. 900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
  - B. 900, 971, 976 & 700 Blocking - allows the subscriber to block all calls beginning with the 900, 971, 976 and 700 prefixes from being placed.
  - C. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation database.
  - D. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any Customer-dialed call that has a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.
  - E. Toll Restriction Plus -provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.
  - F. Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business Customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.
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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 2 Blocking Service (Cont'd)

2.2 Regulations

2.2.1 The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.

2.2.2 Blocking Service is available where equipment and facilities permit.

2.3 Rates and Charges

2.3.1 Recurring and Nonrecurring Charges

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished:

Nonrecurring Charge:		
	<u>Initial Order</u>	<u>Subsequent Order</u>
900, 976, and 700 Blocking	No charge	\$ 5.00
<hr/>		
	<u>Monthly Charges</u>	
Third Number Billed and Collect Call Restriction	\$ 2.50	
Toll Restriction	\$ 2.50	

2.3.2 Pricing for Blocking Service for a business Customer with more than 200 lines is on an individual case basis.

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SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 2 Blocking Service (Cont'd)

2.4 Caller Identification Blocking-Per Call

2.4.1 Description

Enables a customer to control the disclosure of his/her name and/or telephone number to a subscriber of Caller Identification by temporarily changing the public/private status indicator of the telephone number. A customer must dial a code before each call to change the indicator from public to private. "Public Status" allows delivery of the name and/or telephone number. "Private Status" prevents delivery of the name and/or telephone number. Per Call Blocking is provided at no charge.

2.5 Caller Identification Blocking-Per Line

2.5.1 Description

- A. Provides a permanent indicator on a customer's line. Once block is established on the customer's line, the private status can be deactivated by the customer by dialing a code, \*82 or 1182 on rotary phones, before each call, to change the indicator from private to public. This one call unblock allows the name and number to be sent for that one call only.
  - B. Customers who choose per line blocking for the first time will not be charged the nonrecurring charge. New customers to the Caller ID serving area will be provided the same option. A customer requesting additional changes to the per line blocking, after initial set-up, will pay a nonrecurring charge for modifying their per line blocking option.
  - C. Per line blocking will be provided free to law enforcement and domestic violence agencies at any time.
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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 3 Message Toll Service

3.1 General

The Company's interexchange services are offered only in conjunction with the Company's Bundled Local Exchange Services set forth in Section 8. Where unlimited interexchange calling is provided as part of a Bundled Local Exchange Service offering, the monthly recurring rate is included in the price of the Bundled Local Exchange Service. The rates for interexchange services billed on a usage-sensitive basis are set forth in this Section.

3.1.1 Timing of Calls

- A. Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
  - B. Minimum call duration is specified for each product.
  - C. Unless otherwise specified in this Price Guide, after the initial minimum period, usage is measured and rounded to the next higher minute for billing purposes.
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Santa Rosa, CA 95407

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SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 4 Reserved For Future Use

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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 5 Custom Calling Service

Custom Calling Service is an optional service arrangement of central office services furnished to individual line business and residence customers. It is available within the exchange area of all exchanges served by a central office where facilities and operating conditions permit, and is offered only in conjunction with the Company's local exchange/long distance service bundles.

5.1 Description of Services

Call Waiting - Call Waiting permits the customer engaged in a call to receive a tone signal indicating a second call is waiting; and, by operation of the switchhook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switchhook, but a three-way conference cannot be established.

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

Caller ID - Provides for the display of the calling party name and/or telephone number on Caller ID compatible Customer premises equipment.

Caller ID Blocking - Customers who request per line Caller ID Blocking will prevent the display of their telephone numbers on all outgoing calls. Per-Line Blocking is provided free of any recurring charge, but is a special feature which must be ordered by Customer.

Per-Line Blocking will not prevent the display of originating telephone numbers to 911 emergency service providers.

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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 6 Bundled Local Exchange Service

6.1 General

Bundled local exchange service is offered to business and residential Customers on a presubscription basis from equal access originating end offices only. Service is provided only as a bundled offering in conjunction with broadband internet access/data service, as described more fully in Section 2. Applicable Service Order and other non-recurring charges may apply, as described in Section 1. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

6.1.1 Application of Business and Residential Rates

A. The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.

B. The following types of locations are considered businesses: (T)

1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
  2. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
  3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
  4. In any residence location where there is substantial business use of the service and the Customer has no service at business rates.
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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 6 Bundled Local Exchange Service, (Cont'd.)

6.1 General, (Cont'd.)

6.1.1 Application of Business and Residential Rates, (Cont'd.)

C. The following types of locations are considered residences:

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1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has service charged for at business rates another location.

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SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 6 Bundled Local Exchange Service, (Cont'd.)

6.1 General, (Cont'd.)

6.1.2 Charges Based on Duration of Use

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

- A. Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
  - B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
  - C. Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.
  - D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
  - E. All times refer to local time.
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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 6 Bundled Local Exchange Service, (Cont'd.)

6.2 Local Exchange/Long Distance Service Bundles

6.2.1 General

- A. The Company's Local Exchange/Long Distance Service Bundles provide customers with the following services and features:
1. A local access line and unique telephone number that allows the Customer to make calls to and receive calls from other stations on the public switched telephone network;
  2. Unlimited or usage-priced calling within the customer's local calling area;
  3. A package of calling features;
  4. Unlimited or usage-priced long distance calling, as specified in each calling plan;
  5. access (at no additional charge) to Company operators and business office for service related assistance;
  6. access to toll-free telecommunications services such as 800 NPA; and access to toll-free emergency services by dialing 0 or 9-1-1 (where available);
  7. access to relay services for the hearing and/or speech impaired.
- B. The Company's Local Exchange/Long Distance Service Bundles cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch.
- C. The Company's Local Exchange / Long Distance Service can be purchased on a Stand-Alone or Bundled basis.
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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 6 Bundled Local Exchange Service, (Cont'd.)

6.3 Residential Single Line Bundle

6.3.1 Description

The Residential Single Line Bundle is available only to residential customers and includes the following features/services:

- Access line;
- Unlimited calling within the local calling area;
- The following calling features:
  - Caller ID
  - Caller ID block
  - Call waiting
  - Three-way calling
- Unlimited direct-dialed long distance calling within the United States.

6.3.2 Monthly Recurring Rates

The monthly recurring rate for Residential Single Line Bundle is billed monthly in advance.

Monthly Rate:	\$10.00
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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 6 Bundled Local Exchange Service, (Cont'd.)

6.4 Residential 2-Line Bundle

6.4.1 Description

The Residential 2-Line Bundle is available only to residential customers and includes the following features/services:

- Two access lines;
- Unlimited calling within the local calling area from both lines;
- The following calling features on both lines: Caller ID  
    Caller ID block  
    Call waiting  
    Three-way calling
- Unlimited direct-dialed long distance calling within the United States from both lines.

6.4.2 Monthly Recurring Rates

The monthly recurring rate for Residential 2-Line Bundle is billed monthly in advance.

Monthly Rate:	\$20.00
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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 6 Bundled Local Exchange Service, (Cont'd.)

6.5 Business Single Line Bundle

6.5.1 Description

The Business Single Line Bundle is available only to business customers and includes the following features/services:

- Access line;
- Local and long distance calling within the United States at the usage rates set forth below;
- The following calling features:
  - Caller ID
  - Caller ID block
  - Call waiting
  - Three-way calling

6.5.2 Monthly Recurring Rates

The monthly recurring rate for Business Single Line Bundle is billed monthly in advance.

Monthly Rate:	\$10.00
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LOCAL EXCHANGE SERVICES INFORMATIONAL PRICE GUIDE

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SECTION 3 – EXCHANGE SERVICES (Cont'd)

No. 6 Bundled Local Exchange Service, (Cont'd.)

6.6 Business 2-Line Bundle

6.6.1 Description

The Business 2-Line Bundle is available only to business customers and includes the following features/services:

- Two access lines;
- Local and long distance calling within the United States at the usage rates set forth below;
- The following calling features on both lines:
  - Caller ID
  - Caller ID block
  - Call waiting
  - Three-way calling

6.6.2 Monthly Recurring Rates

The monthly recurring rate for Business Single Line Bundle is billed monthly in advance.

Monthly Rate:	\$20.00
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