

COMPETITIVE LOCAL CARRIER

8. Rules

8.1 Definitions

800 Data Base Access Service: A toll-free originating Trunkside Access Service when the 800/888 Service Access Code is used. The term 888 is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service.

Accounting Code: A numerical code which enables a customer to allocate charges to its internal accounts.

Access Line: An arrangement from a local exchange telephone company or other common carrier using either dedicated or switched access, which connects a customer's location to the Company's location or switching center.

Access Service: Switched or Special Access to the network of an interexchange carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An exchange carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and the Customer's premises.

Advance Payment: Payment of all or part of a charge required before the start of service.

Alternate Access: Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the local exchange carrier authorized or permitted to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special tariff if private agreements are permitted by applicable governmental rules.

Authorization Code: A numerical code, one or more of which the Company may assign to a customer to enable the Company to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of the Company and no customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

	<u>Issued By</u>	Date Filed <u>NOV 01 2002</u>
Advice Letter No. <u>3</u>	<u>Brian H. Strom</u>	Effective <u>DEC 10 2002</u>
Decision No. <u>02-07-042</u>	<u>President - CEO</u>	Resolution No. _____

COMPETITIVE LOCAL CARRIER

8. Rules – (Cont'd)

8.1 Definitions – (Cont'd)

Authorized User: The Customer may authorize a person, firm or corporation to be an end-user of the service of the Customer.

Automatic Number Identification (ANI): A type of signaling provided by a local exchange telephone company, which automatically identifies the local exchange line from which a call originates.

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

Business Hours: The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding Holidays.

Business Office: The primary location where the business operations of the Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: P.O. Box 969, Roseville, CA 95678.

Channel(s): An electrical or, in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

Commission: The California Public Utilities Commission, the regulating entity within the State of California.

Common Channel Signaling (CCS): A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Common Company: An authorized company or entity providing telecommunications services to the public.

(N)

(N)

	<u>Issued By</u>	Date Filed <u>NOV 01 2002</u>
Advice Letter No. <u>3</u>	<u>Brian H. Strom</u>	Effective <u>DEC 10 2002</u>
Decision No. <u>02-07-042</u>	<u>President - CEO</u>	Resolution No. _____

COMPETITIVE LOCAL CARRIER

8. Rules – (Cont'd)

(N)

8.1 Definitions – (Cont'd)

Conventional Signaling: The inter-matching signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating local switching center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected and the sequence of supervisory signals and outpulsed digits is initiated. No overlap Outpulsing ten digit ANI, ANI information digits, or acknowledgement link are included in this signaling sequence.

Company: The term "Company" means SureWest TeleVideo d/b/a/ SureWest Broadband.

Customer: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises: A location designated by the Customer for the purposes of connecting to the Company's services.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Delinquent or Delinquency: An account for which payment has not been made in full on or before the last day for timely payment.

Duplex Service: Service which provides for simultaneous transmission in both directions.

End Office: The LEC switching system office or serving wire center where the Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End-User Premises: A location designated by the Customer for the purposes of connecting to the Company's services.

Exchange Area: A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.

(N)

	<u>Issued By</u>	Date Filed <u>NOV 01 2002</u>
Advice Letter No. <u>3</u>	<u>Brian H. Strom</u>	Effective <u>DEC 10 2002</u>
Decision No. <u>02-07-042</u>	<u>President - CEO</u>	Resolution No. _____

COMPETITIVE LOCAL CARRIER

8. Rules – (Cont'd)

(N)

8.1 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.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a service date.

Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Hub: The Company office where all customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

Individual Case Basis (ICB): Customer-specific arrangements that may vary from tariff in rates, terms and conditions according to the customer-specific requirements and service-specific parameters.

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

Joint User: A person, firm or corporation designated by the Customer as a user of access facilities furnished to the Customer by the Company, and to whom a portion of the charges for families.

Kbps: Kilobits, or thousands of bits, per second.

(N)

	<u>Issued By</u>	Date Filed <u>NOV 01 2002</u>
Advice Letter No. <u>3</u>	<u>Brian H. Strom</u>	Effective <u>DEC 10 2002</u>
Decision No. <u>02-07-042</u>	<u>President - CEO</u>	Resolution No. _____

COMPETITIVE LOCAL CARRIER

8. Rules – (Cont'd)

(N)

8.1 Definitions – (Cont'd)

Line Information Data Base (LIDB): The data base which contains billing information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access Transport Areas (LATA): A geographical 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 Company Association, Inc. Tariff F.C.C. NO. 4.

Local Exchange Company/Local Exchange: The Local Exchange Company is a company providing telecommunications services within a LATA, or Local Exchange.

Local Switching Center: The switching center where telephone exchange service customer station channels are terminated for purposes of interconnection to each other and to interoffice trunks.

Meet Point Billing: The arrangement through which multiple exchange carriers involved in providing access services, divide the ordering, rating, and billing of such services on a proportional basis, so that each exchange company involved in providing a portion of the access service agrees to bill under its respective tariff.

Network: The Company's digital fiber optics-based network located in the Continental United States.

Network Services: The Company's telecommunications access services offered on the Company's network.

Non-business Hours: The time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday, and on holidays.

Non-recurring Charges: Charges to the Customer for services and equipment assessed by the Company once usually at the origination or termination of services and equipment.

Off-Hook: The active condition of switched access or a telephone exchange service line.

(N)

	<u>Issued By</u>	Date Filed <u>NOV 01 2002</u>
Advice Letter No. <u>3</u>	<u>Brian H. Strom</u>	Effective <u>DEC 10 2002</u>
Decision No. <u>02-07-042</u>	<u>President - CEO</u>	Resolution No. _____

COMPETITIVE LOCAL CARRIER

8. Rules – (Cont'd)

8.1 Definitions – (Cont'd)

Off-Net: A customer is considered to be Off-Net when its point of presence is not served by the same Hub in which the Company's Local Switching Center which is providing service to the Customer is located.

On-Hook: The idle condition of switched access or a telephone exchange service line.

On-Net: A customer is considered to be On-Net when its point of presence is served by the same Hub in which the Company's Local Switching Center which is providing service to the Customer is located.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Point to Point Service: An unswitched full time transmission service utilizing the Company's facilities to connect two or more customer designated locations.

Premises: The space occupied by a customer or authorized user in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an access code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the end user.

Recurring Charges: Monthly charges to the Customer for services and equipment which continue for the agreed-upon duration of the service.

Service: Any means of service offered herein or any combination of such services.

(N)

(N)

COMPETITIVE LOCAL CARRIER

8. Rules – (Cont'd)

8.1 Definitions – (Cont'd)

Service Commencement Date: For Special Access Service And Direct Connect Switched Access Service, the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standard set forth in the Service Order or this Tariff in which case the Service Commencement Date is the date of the Customer's acceptance of service. The Parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order: The written request for Access Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Service(s): The Company's telecommunications Access Service offered on the Company's network.

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several customer.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The Common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Signaling Transfer Point Access: Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

(N)

(N)

	<u>Issued By</u>	Date Filed <u>NOV 01 2002</u>
Advice Letter No. <u>3</u>	<u>Brian H. Strom</u>	Effective <u>DEC 10 2002</u>
Decision No. <u>02-07-042</u>	<u>President - CEO</u>	Resolution No. _____

COMPETITIVE LOCAL CARRIER

8. Rules – (Cont'd)

(N)

8.1 Definitions – (Cont'd)

Special Access Service: Dedicated access between a customer's premises and another Point of Presence for the purpose of originating or terminating communications.

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications.

Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Timely Payment: A payment on a customer's account made on or before the due date.

Term Agreement: An agreement between the Company and the Customer for a fixed term of months.

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

8.2 Description of Service

Service is offered for access to business Customers pursuant to the terms of this Tariff. Descriptions applicable to specific offerings are found in the Rate Schedules of this Tariff.

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

(N)

COMPETITIVE LOCAL CARRIER

8. Rules – (Cont'd)

(N)

8.3 Application for Service

8.3.1 Service Application

Service is installed by arrangement between the Company and the Customer. Customers desiring to obtain Service must complete a service application provided by the Company.

8.3.2 Discontinuation of Service

The Customer may have service discontinued upon thirty (30) days written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the discontinuation date specified by the Customer or until the date that the written discontinuation notice is received, whichever is later. A termination liability charge applies to early discontinuation of a term agreement.

8.3.3 Termination Liability

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

- (A) Monthly charges: 100% of the balance of the total billing payable during the remaining balance of the term;
- (B) Usage rate reductions; the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that the Customer could have satisfied prior to early discontinuance of service; and,
- (C) Minimum usage charges: the total monthly minimum usage charge multiplied by the number of months remaining in the term.

(N)

COMPETITIVE LOCAL CARRIER

8. Rules – (Cont'd)

(N)

8.4 Contracts

Contracts will only be used in special circumstances for Individual Case Basis (“ICB”) service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 90 days of their effective date. Each contract offering will be filed with and approved by the Commission prior to being offered. ICB agreements will be filed with the CPUC in accordance with G.O. 96-A.

8.5 Establishment and Re-establishment of Credit

SureWest TeleVideo may require customers to provide information pertaining to their financial ability to pay for service. SureWest TeleVideo may deny service to customers who do not provide the requested information or who fail to meet SureWest TeleVideo’s financial criteria, unless the Customer is willing to pay a deposit based upon the rules contained in this tariff. If service was discontinued for nonpayment of charges, SureWest TeleVideo may request additional information from the Customer and reserves the right to collect in advance payment and/or deposit prior to re-establishing service.

8.6 Deposits

8.6.1 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 receive 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.

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

(N)

	<u>Issued By</u>	Date Filed <u>NOV 01 2002</u>
Advice Letter No. <u>3</u>	<u>Brian H. Strom</u>	Effective <u>DEC 10 2002</u>
Decision No. <u>02-07-042</u>	<u>President - CEO</u>	Resolution No. _____

COMPETITIVE LOCAL CARRIER

8. Rules – (Cont'd)

(N)

8.6 Deposits – (Cont'd)

8.6.3 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 three (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 the most recent twelve (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 non-payment of any sums due the Company for services rendered.

8.6.4 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.

8.6.5 Refund after Satisfactory Payment: After prompt and timely payment of all charges for twelve (12) consecutive billing period, within thirty (30) days, the Company will refund the deposit to the Customer by crediting the deposit to the Customer's bill. 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 no returned for insufficient funds or closed account.

8.6.6 Conditions under which a deposit shall not be required:

(A) If the applicant provides a satisfactory credit history acceptable to the Company, a deposit shall not be required. 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.

(N)

	<u>Issued By</u>	<u>Date Filed</u> NOV 01 2002
Advice Letter No. <u>3</u>	<u>Brian H. Strom</u>	<u>Effective</u> DEC 10 2002
Decision No. <u>02-07-042</u>	<u>President - CEO</u>	<u>Resolution No.</u>

COMPETITIVE LOCAL CARRIER

8. Rules – (Cont'd)

8.6 Deposits – (Cont'd)

8.6.6 Conditions under which a deposit shall not be required – (Cont'd)

- (B) A co-signer or guarantor may be used, providing the co-signer or guarantor as 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.).

8.7 Notices

- 8.7.1 Notice by the Company: Unless otherwise provided by these Rules, any notice by the Company to the Customer or by the Customer's authorized representative will be given in writing either by facsimile to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the authorized representative's last know 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 wither 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 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 comes first.
- 8.7.2 Notice by the Company regarding Change in Ownership: 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.
- 8.7.3 Notice by the Customer: Unless otherwise provided by these Rules, any notice by the Customer or its authorized representative may be given verbally to the Company at the Company's business office or by written notice mailed to the Company's business office.

(N)

(N)

	<u>Issued By</u>	Date Filed <u>NOV 01 2002</u>
Advice Letter No. <u>3</u>	<u>Brian H. Strom</u>	Effective <u>DEC 10 2002</u>
Decision No. <u>02-07-042</u>	<u>President - CEO</u>	Resolution No. _____

COMPETITIVE LOCAL CARRIER

8. Rules – (Cont'd)

(N)

8.7 Notices – (Cont'd)

8.7.4 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.

8.8 Rendering and Payment of Bills

8.8.1 The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer. 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 thirty (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 arrears, and the last date for timely payment. The Company will prorate monthly recurring charges based on a thirty (30) day month.

8.8.2 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued..

8.8.3 Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, credit card, or cashier's check.

8.8.4 Customer payments are considered prompt when received by the Company or its agent by the due date on the bill. The due date is fifteen (15) days after the bill is rendered and is designated by the due date on the Customer's bill to timely pay the charges stated.

8.8.5 Customer's have up to ninety (90) days (commencing five (5) days after remittance of the bill) to initiate a dispute over charges or to receive credits.

(N)

	<u>Issued By</u>	Date Filed <u>NOV 01 2002</u>
Advice Letter No. <u>3</u>	<u>Brian H. Strom</u>	Effective <u>DEC 10 2002</u>
Decision No. <u>02-07-042</u>	<u>President - CEO</u>	Resolution No. _____

COMPETITIVE LOCAL CARRIER

8. Rules – (Cont'd)

(N)

8.8 Rendering and Payment of Bills – (Cont'd)

8.8.6 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are to immediately available upon presentation, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

- A rate of 1.5 percent per month; or
- The highest interest rate which may be applied under state law for commercial transactions.

8.8.7 The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated, excluding taxes on the Company's net income) imposed on or base upon the provisions sale or use of service offered under the terms of this tariff.

8.8.8 A bill will not include any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill, with the following exceptions: collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the Company). An additional exception for back-billing is permitted for a period of one and one-half years in cases involving toll fraud.

8.8.9 The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

(N)

COMPETITIVE LOCAL CARRIER

8. Rules – (Cont'd)

(N)

8.9 Disputed Bills

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:

8.9.1 The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.

8.9.2 The undisputed portion of the bill and subsequent bills, other than the disputed amount must be paid by the “Due-By” date shown on the bill. 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.

8.10 Discontinuance and Restoration of Service

8.10.1 Discontinuance by Customer

A customer may have service discontinued by providing thirty (30) days written notice to the Company. Customers remain responsible for payment of all bills for services furnished.

If a customer cancels his or her order for service before the service begins, a \$50.00 charge or actual expenses, whichever is greater, will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company.

8.10.2 Discontinuance with Cause

(A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.

(N)

COMPETITIVE LOCAL CARRIER

8. Rules – (Cont'd)

(N)

8.10 Discontinuance and Restoration of Service – (Cont'd)

8.10.2 Discontinuance with Cause – (Cont'd)

- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving twenty four (24) hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continue during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) When the Customer neglects or refuses to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company, service may be discontinued after seven (7) days written notice if access is not provided within the seven (7) day notice period.

(N)

	<u>Issued By</u>	Date Filed <u>NOV 01 2002</u>
Advice Letter No. <u>3</u>	<u>Brian H. Strom</u>	Effective <u>DEC 10 2002</u>
Decision No. <u>02-07-042</u>	<u>President - CEO</u>	Resolution No. _____

COMPETITIVE LOCAL CARRIER

8. Rules – (Cont'd)

8.10 Discontinuance and Restoration of Service – (Cont'd)

8.10.2 Discontinuance with Cause – (Cont'd)

- (H) Service may be discontinued without notice if the Customer uses the equipment or network provided by the Company in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (I) Upon the Company's discontinuance of service to the Customer under paragraph (A) or (B) above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

8.10.3 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, except bank error, within the last twelve (12) months. There is a forty dollar (\$40.00) charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete installation/connection fee will apply.

The Company reserves the right to refuse to re-establish service to the Customer for whom service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reason.

(N)

(N)

	<u>Issued By</u>	Date Filed <u>NOV 01 2002</u>
Advice Letter No. <u>3</u>	<u>Brian H. Strom</u>	Effective <u>DEC 10 2002</u>
Decision No. <u>02-07-042</u>	<u>President - CEO</u>	Resolution No. _____

COMPETITIVE LOCAL CARRIER

8. Rules – (Cont'd)

(N)

8.11 Temporary Service

From time to time, SureWest TeleVideo may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than thirty (30) days. Calls placed by customers on such temporary service will be subject to the rates and regulations provided in this Tariff.

8.12 Continuity of Service

8.12.1 Credit allowance for interruptions of service which are not due to Carrier's testing or adjusting to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by the Customer, are subject to the general liability provisions set forth in Section 3.2, herein. It shall be the obligation of the Customer to notify the Carrier of any interruptions in service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within his control, or is not in the wiring or equipment connected to the terminal of the Carrier.

8.12.2 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired but not interrupted. No credit allowances will be made for services considered by the company to be impaired.

For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the monthly recurring 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.

(N)

	<u>Issued By</u>	Date Filed <u>NOV 01 2002</u>
Advice Letter No. <u>3</u>	<u>Brian H. Strom</u>	Effective <u>DEC 10 2002</u>
Decision No. <u>02-07-042</u>	<u>President - CEO</u>	Resolution No. _____

COMPETITIVE LOCAL CARRIER

8. RULES – (Cont'd)

(N)

8.12 Continuity of Service – (Cont'd)

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

Interruption of 24 hours or less:	Interruption Period to be Credited
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 interruption of fifteen (15) minutes or more during any one twenty-four (24) hour period shall be considered as on interruption.

Interruption over twenty-four (24) hours will be credited 1/8 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any twenty-four hour period.

Notwithstanding any other provision of this Rule or this tariff, credit allowances for interruptions of service of Unbundled Network Element Loops shall be limited to the allowance provided by the underlying LEC, which the Company will pass through to the Customer.

8.12.4 No credit allowance will be made for:

- Interruptions due to negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

(N)

COMPETITIVE LOCAL CARRIER

8. RULES – (Cont'd)

8.12 Continuity of Service – (Cont'd)

8.12.4 (Cont'd)

- 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;
- Interruptions due to the failure or malfunction of non-company equipment;
- 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;
- Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 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
- Interruption of service due to circumstances or causes beyond the control of the Company.
- Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.
- Interruptions of service that are not reported to the Company within thirty (30) days of the date that service was affected.

(N)

(N)

	<u>Issued By</u>	Date Filed <u>NOV 01 2002</u>
Advice Letter No. <u>3</u>	<u>Brian H. Strom</u>	Effective <u>DEC 10 2002</u>
Decision No. <u>02-07-042</u>	<u>President - CEO</u>	Resolution No. _____

COMPETITIVE LOCAL CARRIER

8. Rules – (Cont’d)

8.12 Continuity of Service – (Cont’d)

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

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

8.12.6 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.

(N)

(N)

	<u>Issued By</u>	Date Filed <u>NOV 01 2002</u>
Advice Letter No. <u>3</u>	<u>Brian H. Strom</u>	Effective <u>DEC 10 2002</u>
Decision No. <u>02-07-042</u>	<u>President – CEO</u>	Resolution No. _____