

NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations

2.1 Definitions

Additional Period - The unit of time used for measuring and charging for time in excess of the initial period.

Authorization Code - A multi-digit code which enables customers to access the Company's network and enables the Company to identify customer's use for proper billing. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on his or her account.

Authorized User - An individual, organization, or other entity which has been allowed to use the authorization code of a customer.

Bill to Third Party - A billing arrangement by which a call may be charged to an authorized station other than the station originating the call or station where the call is terminated.

Calling Card - A billing arrangement by which a call may be charged to an authorized carrier's calling card account.

Coin Sent Paid - Calls originating from a coin telephone paid for by depositing coins in the pay telephone.

Collect Call - A billing arrangement by which the charge for a call may be reversed provided the charge is accepted at the called station.

Company-Specific Holiday - Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and President's Day.

Conversation Minutes - For billing purposes calls are billed based on Conversation Minutes (which begin when the called party answers, as determined by answer supervision) and ends when either party disconnects.

Customer - A firm, company, corporation, individual or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.1 Definitions - (Cont'd)

Customer Dialed Direct Station-to-Station - That service where the person originating the call dials the telephone number desired, completing the call without the assistance of an operator and the call is billed to the originating number.

Day - From 8:00 a.m. up to but not including 5:00 p.m. local time at the originating terminal on Monday through Friday, excluding Company-specific holidays as defined by these rules.

Delinquent or Delinquency - An account for which payment has not been paid in full by the due date.

Evening - From 5:00 p.m. up to but not including 11:00 p.m. local time at the originating terminal on Sunday through Friday, excluding Company-specific holidays as defined by these rules.

Initial Period - The minimum unit of time for which a rate is charged for a connection between given points.

Local Access and Transport Area (LATA) - A defined geographic area within which the local telephone company may provide telephone services and/or facilities.

Message Telecommunications Services (MTS) - Long distance telecommunications service offered pursuant to this tariff.

Night/Weekends/Holidays - From 11:00 p.m. up to but not including 8:00 a.m., and 8:00 a.m. Saturday up to but not including 5:00 p.m. Sunday local time at the originating terminal.

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.2 Undertaking of the Company

2.2.1 Scope

The Company undertakes to provide interexchange, interLATA and intraLATA Message Telecommunications Service in accordance with the terms and conditions set forth in this tariff.

2.2.2 Priority of Service

In case a shortage of facilities exists at any time either for temporary or protracted periods, the establishment of message telecommunications service shall take precedence over all others.

2.2.3 Limits of Liability

- (A) The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer.
- (B) The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a service.
- (C) The Company is not liable for damages associated with service which it does not furnish.
- (D) The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication.

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - Cont'd)

2.2 Undertaking of the Company - (Cont'd)

2.2.3 Limits of Liability - (Cont'd)

(D) (Cont'd)

- (2) Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others or;
- (3) All other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.
- (4) The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer and authorized user from any and all claims by any person relating to the services so provided.
- (5) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the customer and authorized user against claims of patent infringement arising solely from the use by the customer or authorized user of services offered under this tariff and will indemnify such customer or authorized User for any damages awarded based solely on such claims.
- (6) The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control, subject to the provisions of this tariff.

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.2 Undertaking of the Company - (Cont'd)

2.2.4 Temporary Suspension for Repairs

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

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

2.2.5 Errors in Transmitting, Receiving Messages

- (A) The Company shall not be liable for errors in transmitting, receiving or delivering messages by telephone over the facilities of the Company and connecting utilities.
- (B) The Company shall not be liable for errors in translating, transmitting, receiving or delivering messages by telephone or telecommunication devices for the deaf (TDDs) over the facilities of the Company, connecting utilities or through the California Relay Service.

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.2 Undertaking of the Company - (Cont'd)

2.2.6 Facilities of Other Companies

Certain services are offered by the Company subject to the availability of suitable facilities from the Local Exchange Utility. In order to provide such service(s), the Company will incur charges and/or liabilities in the Local Exchange Utility's Access Tariff. Such service(s) will not be provided if facilities cannot be obtained from Local Exchange Utility because of a condition over which a customer has control (e.g. hazardous locations, etc.) violates a regulation in the Local Exchange Utility's Access Tariff.

2.2.7 976 Service Call Blocking

SureWest TeleVideo long distance operators will not process any known intrastate interLATA operator assisted 976 calls regardless of whether or not the customer is a subscriber to the Local Exchange Company's Information Service Call Blocking service. This procedure is in compliance with the California Public Utility Commission Code 2884, 1884.5 and Assembly Bill No. 3833.

2.2.8 Establishment and Re-Establishment of Credit

The Company reserves the right to examine the credit record and check the references of all applicants and customers.

The Company may examine the credit profile/record of any applicant prior to accepting the service order or customer's deposit. These shall not in themselves obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record demonstrates that, in the opinion of the Company, provision of service is contrary to the best interest of the Company.

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.2 Undertaking of the Company - (Cont'd)

2.2.9 Deposits and Advance Payments

- (A) The Company reserves the right to require a deposit or usage prepayment equal to at least one month's usage of the customer's previous carrier and up to two (2) months of estimated usage based upon the Company's determination of the customer's credit worthiness. In the event that customer's usage of the service in any given month exceeds its deposit, the Company reserves the right to increase the amount of the deposit to equal two (2) times the customer's highest monthly usage of the service (C)
- (B) The Company will compute simple interest on deposits at the rate of 7/12 of 1 percent per month for each full month deposits are held. In the event of cancellation, the deposit plus accumulated interest will be applied toward the customer's final bill and any remainder will be returned within thirty (30) days after the service is discontinued. All deposits will be returned to customers at the end of one (1) year if payments have been made for one (1) full year on a prompt and timely basis.

2.2.10 Notices

- (A) Any notice the Company may give to a customer will be by written notice mailed to the customer's billing address or to such address as may be subsequently given by the customer to the Company.
- (B) Notices from a customer to the Company may be given verbally by the customer or any authorized agent or by written communications mailed to the Company's business office.
- (C) Bill inserts, bill annotations, and/or notices shall be sent to customers by standard mail.

2.2.11 Rendering and Payment of Bills

- (A) Billing periods are monthly. The billing date is dependent on the billing cycle assigned to the customer. Bills shall be based on the rates in effect at the time the service was used. (N)
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	<u>Issued By</u>	Date Filed <u>AUG 06 2004</u>
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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.2 Undertaking of the Company - (Cont'd)

2.2.11 Rendering and Payment of Bills - (Cont'd)

- (B) Bills are due and payable upon receipt. The total invoiced amount must be paid within twenty-two (22) days of the invoice date. The Company may elect to give customers written notice that after seven (7) days from such notice, or after such longer period as the Company provides, customer's right to continued use of the service shall be suspended until all payments have been made in full and the Company shall have the right to take such steps as are necessary to terminate customer's access to the service. Customer's service may be terminated if service is not paid for by the 45th day past the billing date. (C)
- (C) If payment is not received by the payment date, the late payment charge of 1.5% will apply to the entire unpaid balance for each month or portion thereof that an outstanding balance remains. (Exemption to the late payment charge: bills under \$20.00) (C)
- (D) Bills may be paid by mail or in person at the business office of the Company. All charges for services are payable only in U.S. currency. Payments may be made by cash, check, money order or cashiers check.
- (E) The Company is not responsible for local telephone charges incurred by the customer in gaining access to the Company's network.
- (F) A bill shall not include any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third-party calls, and "Error file" calls (those which cannot be billed, due to the unavailability of complete billing information to the Company) which shall have a six-month back-billing period. In cases of toll fraud, a back billing period of 3 years will apply.
- (G) Payments returned for insufficient funds/closed accounts will incur a \$25.00 special handling fee.

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.2 Undertaking of the Company - (Cont'd)

2.2.12 Disputed Bills

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In the case of a billing dispute between the customer and the Company for service furnished to the customer, which cannot be settled with mutual satisfaction, the customer can take the following course of action within thirty (30) days of the disputed bill's billing date.

- (A) First, the customer shall notify the Company, in writing, of the precise nature and amount of billing dispute. The Company will conduct an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)
- (B) Second, if there is still a disagreement about the disputed amount after the investigation and reviewed by the customer and a manager of the Company, the customer may appeal to the CPUC's Consumer Affairs Branch for its investigation and decision. The toll free number at the CPUC is 1-800-649-7570.

The addresses of the C.P.U.C. are:

California Public Utilities Commission

State Building	or	State Office
505 Van Ness Avenue		107 S. Broadway
San Francisco, CA 94102		Los Angeles, CA 90012
Tel: (415) 703-1170		Tel: (213) 897-2975
TDD: (415) 703-2032		TDD: (213) 897-0426

Material omitted now located on Original Sheet 20.1

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.2 Undertaking of the Company - (Cont'd)

2.2.12 Disputed Bills – (Cont'd)

(C) 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 the CPUC. The disputed amount must be made payable to the CPUC.

(D) The CPUC will review the claim of the disputed amount, communicate the results of its review to the customer and the Company, and make an appropriate disbursement of the deposited amount.

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(L) Material formerly located on Original Sheet 20.

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.2 Undertaking of the Company - (Cont'd)

2.2.13 Reason for Discontinuance of Service

(A) Customer Request

Customers may have service discontinued by giving notice of their desire on or before its effective date.

(B) Nonpayment of Bills

Service may be denied to the customer providing the bill has not been paid and the customer has been given due notice as described in 2.2.11. The Company will not initiate service denial on any Saturday, Sunday or legal holiday or at any time during which business offices are not open to the public.

(C) Abandonment of service.

(D) Fraudulent or unauthorized use.

(E) Violation of Company tariffs

2.2.14 Restoration of Service

If service is restricted or disconnected for nonpayment, service will be reestablished only upon receipt of payment of all charges due which include charges for service and facilities during the period of suspension and which may include a service restoral fee. If the customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If payment is made by personal check, restoration will be effected upon clearance of the check.

2.2.15 Information to be Provided to the Public

A copy of this tariff schedule and advice letters will be available for public inspection in the Company's business office during regular business hours.

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.3 Release of Information

2.3.1 Credit Information and Calling Records

California Public Utilities Commission's Decision Nos. 92860 and 93361, in Case No. 10206, requires that each communications company, operating under the jurisdiction of the Commission, include the provisions of the rule set forth in Appendix "B" of that decision as a part of the regulations in the Company's tariff schedules. Accordingly, Appendix "B" of Decision Nos. 92860 and 93361, Case No. 10206 is quoted herein:

"APPENDIX B"

Release of Credit Information and Calling Records¹

(A) DEFINITIONS

(1) Credit Information

A customer's credit information is the information contained in the customer's company account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, customer's social security and/or driver's license number, billing name, location of previous service. Not included in customer credit information for purposes of these rules are: non-published customer information, or customer's name, address, and telephone number as listed in the telephone directory.

(2) Calling Records

Calling records are the records of calls made from a customer's telephone no matter how recorded and regardless of whether such information appears in the customer's monthly telephone service bill. Toll records and pen registers are examples of call records.

Note 1: Per Decision No. 93361, this rule shall not apply in instances involving the issuance of federal subpoenas which have not, in fact, been authorized by a federal judge or magistrate.

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.3 Release of Information - (Cont'd)

2.3.1 Credit Information and Calling Records - (Cont'd)

(B) Release of Subscriber Credit Information and Calling Records

A customer's credit information and/or calling records shall be released by a telecommunications company only under the following circumstances:

- (1) Upon receipt of a search warrant obtained pursuant to California or federal law; or
- (2) Upon making return to a subpoena or subpoena duces tecum when, in fact, authorized by a state or federal judge to divulge the information or records.
- (3) In the case of civil or administrative subpoenas, upon notifying the customer that a subpoena has been issued and affording that customer at least ten days to move to quash the subpoena; or
- (4) Upon receiving permission of the customer to release the information. In order to protect the Customer Proprietary Network Information (CPNI) of business customers, the Company provides business customers with dedicated account representatives.

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(C) Notification to the Customer

- (1) Except as provided below, the customer whose credit information or calling records are requested by judicial subpoena or search warrant shall be notified by the Company by telephone the same day that the subpoena or search warrant is received (only one attempt by telephone is necessary). Telephone notification, whether successful or not, shall be followed by written notification within twenty-four hours after the receipt of the subpoena or warrant.
- (2) Both oral and written notification shall state that a judicial subpoena or search warrant was received for credit information or calling records for the specified dates and telephone numbers, and provide the name of the agency making the request.

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.3 Release of Information - (Cont'd)

2.3.1 Credit Information and Calling Records - (Cont'd)

(D) Deferral of Notification

- (1) Notification to the customer will be deferred, and no disclosure made for a period of 90 days if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is probable cause to believe notification to the customer would impede the investigation of an offense pursuant to which the subpoena or warrant was issued. Upon making return to the court to a subpoena, the Company shall request instruction from the court whether it should notify the customer of its receipt of the subpoena before divulging the information or records requested.
- (2) The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the customer would impede the investigation of an offense pursuant to which the subpoena or warrant was issued.
- (3) Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, by another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.
- (4) Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the customer in accordance with (3) above.

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

(N)

2.3 Release of Information - (Cont'd)

2.3.1 Credit Information and Calling Records - (Cont'd)

(E) Exception to Procedure for Release of Credit and Calling Records

The procedure set forth above does not apply where the party making the request is a collection agent working for the Company on the customer's account for SureWest TeleVideo.

(F) Retention of Records

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

2.3.2 Legal Requirements for Refusal or Discontinuance of Service

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

"APPENDIX B"

- "1. Any telecommunications company 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

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NONDOMINANT INTEREXCHANGE CARRIER

2. General Regulations - (Cont'd)

2.3 Release of Information - (Cont'd)

2.3.2 Legal Requirements for Refusal or Discontinuance of Service - (Cont'd)

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's telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result."

2.4 Use

2.4.1 Unlawful and Abusive Use

The service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner that would frighten, abuse, torment, or harass another.

2.4.2 Use of Service

IntraLATA or InterLATA Intrastate Message Telecommunications Service may be used to transmit communications of the customer in a manner consistent with the terms of this tariff and the policies and regulations of the California Public Utilities Commission.

2.5 Competitive Promotional Offerings

From time to time SureWest TeleVideo may offer certain special promotions to its customers. These offerings may be limited to certain dates, times and locations. Such offerings will not be less than one day nor more than one year.

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COMPETITIVE LOCAL CARRIER

2. General Regulations - (Cont'd)

2.6 Contracts or Agreements

Contracts or written agreements for communications service will not be required as a condition precedent to services except:

- (A) As may be required by conditions as set forth in the Company's regular Schedules and Rules approved or accepted by the Public Utilities Commission of the State of California.
- (B) In the case of "special" or "custom services" where the Company, at the request of a subscriber, furnishes service or facilities at rates or under conditions other than those filed in its currently effective tariff schedules.

Each such contract or agreement shall contain a provision indicating the understanding of the parties that: "This contract or agreement shall not become effective until authorization of the Public Utilities Commission of the State of California is first obtained."

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