

COMPETITIVE LOCAL CARRIER

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# TARIFF SCHEDULE

Applicable to

## ACCESS SERVICE

of

## SUREWEST TELEVIDEO

dba

## SUREWEST BROADBAND

(Name of Utility)

**U 6324 C**

Utility Code

P.O. Box 969, Roseville, CA 95661.0969

(Mailing Address)

Operating In or Near

Placer and Sacramento Counties

This tariff schedule has been regularly filed with the Public Utilities Commission of the State of California and are the effective rates and rules of this Utility.

Service will be furnished in accordance with this tariff schedule and no officer, employee, or representative of the utility has any authority to waive, alter or amend this tariff schedule or any part thereof in any respect.

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Advice Letter No. <u>82</u>	<u>Issued By</u> Steve C. Oldham	Date Filed <u>SEP 11 2009</u>
Decision No. _____	<u>President - CEO</u>	Effective <u>JAN 01 2010</u>
		Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

LIST OF EFFECTIVE SHEETS

<u>Sheet</u>	<u>Revision Number</u>	<u>Sheet</u>	<u>Revision Number</u>	<u>Sheet</u>	<u>Revision Number</u>	<u>Sheet</u>	<u>Revision Number</u>
Title	Original	19	Original	39	Original		
CSA	Original	20	Original	40	Original		
1	Original	21	Original	41	Original		
2	Original	22	Original	42	Original		
3	Original	23	Original	43	Original		
4	Original	24	Original	44	Original		
5	Original	25	Original	45	Original		
6	Original	26	Original	46	Original		
7	Original	27	Original	47	Original		
8	Original	28	Original	48	Original		
9	Original	29	Original	49	Original		
10	Original	30	Original	50	Original		
11	Original	31	Original	51	Original		
12	Original	32	Original	52	Original		
13	Original	33	Original				
14	Original	34	Original				
15	Original	35	Original				
16	Original	36	Original				
17	Original	37	Original				
18	Original	38	Original				

\*New or revised sheet.

	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>SHEET NO.</u>
LIST OF EFFECTIVE SHEETS .....	A
TABLE OF CONTENTS.....	1
1. PRELIMINARY STATEMENT .....	4
1.1 Availability of Company's Tariff Schedule and Service Guide .....	4
1.2 Service Area Map .....	5
1.3 Tariff Information and Use .....	6
1.3.1 Tariff Sheet Format.....	6
1.3.2 Tariff Section Numbering.....	8
1.3.3 Tariff Revision Coding and Explanation of Symbols.....	8
1.4 Taxes and Surcharges .....	9
1.4.1 CPUC Reimbursement Fee.....	9
1.4.2 Surcharge to Fund California Relay Service and Communication Devices .....	9
1.4.3 Surcharge to Fund Universal Lifeline Telephone Service.....	10
1.4.4 California High Cost Fund B .....	10
1.4.5 California Teleconnect Fund .....	10
1.4.6 California High Cost Fund A.....	10
1.4.7 Surcharge to Fund Telecommunications Devices for the Deaf (TDD) Placement Interim Committee (TPIC) .....	11
1.5 Basic and Optional Service Choices .....	12
1.5.1 Associated Mandated Surcharges And Taxes.....	12
2. GENERAL REGULATIONS .....	13
2.1 Liability.....	13
2.2 Limitations of Service.....	14
2.3 Use of Service .....	15
2.4 Responsibilities of the Customer .....	16
2.5 Jurisdictional Reports .....	17

(Continued)

---

	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>SHEET NO.</u>
2. GENERAL REGULATIONS – (Cont'd)	
2.6 Mixed Interstate and Intrastate Access Service.....	21
2.7 Meet Point Billing .....	22
2.8 Promotions.....	24
3. RULES.....	25
3.1 Definitions .....	25
3.2 Description of Service .....	32
3.3 Application of Service.....	33
3.3.1 Service Application .....	33
3.3.2 Discontinuation of Service .....	33
3.3.3 Termination Liability.....	33
3.4 Contracts.....	34
3.5 Establishment and Re-establishment of Credit.....	34
3.6 Deposits .....	34
3.7 Notices.....	36
3.8 Rendering of Payment of Bills .....	37
3.9 Disputed Bills .....	39
3.10 Discontinuance and Restoration of Service.....	39
3.10.1 Discontinuance by Customer .....	39
3.10.2 Discontinuance with Cause .....	39
3.10.3 Restoration of Service .....	41
3.11 Temporary Service .....	42
3.12 Continuity of Service.....	42

(Continued)

---

	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>SHEET NO.</u>
4. SWITCHED ACCESS SERVICE.....	46
4.1 Description.....	46
4.2 Switched Access Rates .....	46
4.2.1 Local Transport.....	46
4.2.2 End Office.....	48
4.2.3 Toll Free Number Data Base Query Service .....	48
4.2.4 Miscellaneous Service Charges .....	49
5. MISCELLANEOUS SERVICES .....	50
5.1. Special Promotional Offering – Competitive Response Promotion .....	50
5.2 Carrier Selection Process for Equal Access.....	51
6. CALIFORNIA TELECONNECT FUND.....	52

(Continued)

---

	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

1. PRELIMINARY STATEMENT

This Tariff sets forth the effective rates, charges and rules for Switched Access and other miscellaneous services together with information relating to SureWest TeleVideo d/b/a SureWest Broadband (referred to herein as the “Company” or “Utility”) for matters which are required to be tarified and are subject to the jurisdiction of the California Public Utilities Commission ("Commission").

Generally available rates, terms and conditions for services which are not described in this tariff can be found in the unfiled Service Guide available at [www.surewest.com/regulatory](http://www.surewest.com/regulatory).

The Company has been granted authority by the State of California to provide local exchange and interexchange telecommunications services within the State of California. This tariff is on file with the California Public Utilities Commission (“Commission” or “CPUC”).

1.1 AVAILABILITY OF COMPANY’S TARIFF SCHEDULE AND SERVICE GUIDE

**TARIFF SCHEDULES.** Downloadable copies of the effective Schedules of the Company, which have been approved by the Commission, may be obtained at no charge at [www.surewest.com/regulatory](http://www.surewest.com/regulatory), under the heading of “Effective Tariffs.”

Hard copies of effective Schedules of the Company, which have been approved by the Commission, may be obtained at a charge by writing to the Company at the address listed on the title page of this Tariff.

**DETARIFFED SERVICE GUIDE.** Services formerly tarified in this schedule and now offered on a detarified basis pursuant to Commission Decision No. 07-09-018, are located in the SureWest TeleVideo, dba, SureWest Broadband Service Guide, available at [www.surewest.com/regulatory](http://www.surewest.com/regulatory), under the heading of “Service Guides.”

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

1. PRELIMINARY STATEMENT – (Cont'd)

1.2 SERVICE AREA MAP

The Company intends to provide access service and intrastate telecommunications services within the State of California to users at locations throughout the State in the service territories of SureWest Telephone, Pacific Telephone Company, Verizon California, Inc., and Citizens Telephone Company.

(Map of California)



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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

1. PRELIMINARY STATEMENT – (Cont'd)

1.3 TARIFF INFORMATION AND USE

The Tariff Information and Use section is meant to assist both experienced and inexperienced users of this tariff in understanding the following:

- tariff content, structure, format and organization,
- effective dates and numbering schemes,
- tariff maintenance procedures, and
- symbols and abbreviations.

1.3.1 TARIFF SHEET FORMAT

This tariff contains rates and regulations applicable to TeleVideo Services.

(A) Advice Letter Number

The number of the Advice Letter filing is shown in the lower left corner of each tariff sheet.

(B) Date Filed

This date appears in the lower right corner of each tariff sheet reflecting the date the sheet was filed with the CPUC.

(C) Decision Number

If a Decision is rendered in regard to the Advice letter, it is shown in the lower left corner beneath the Advice Letter Number.

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

1. PRELIMINARY STATEMENT – (Cont'd)

1.3 TARIFF INFORMATION AND USE – (Cont'd)

1.3.1 TARIFF SHEET FORMAT – (Cont'd)

(D) Effective Date

The Effective Date in the lower right-hand corner is the date the sheet is scheduled to go into effect (at 12:01 a.m. on that date).

(E) Resolution Number

If a Resolution is rendered in regard to the Advice Letter, it is shown in the lower right corner beneath the Effective Date.

(F) Sheet Numbering

Sheet numbers are located in the upper right corner of each tariff sheet. Sheets are numbered sequentially. When a new sheet must be added between existing sheets, a decimal and number is added to the previous sheet number, to sequentially number the new sheet. For example a new sheet between existing sheets 20 and 21 would be numbered 20.1. A new sheet added between sheets 18.1 and 18.2 would be numbered 18.1.1.

(G) Sheet Revision Numbering

Sheet Revision Numbers are located in the upper right-hand corner of each tariff sheet. This number is the most recent sheet revision on file with the California Public Utilities Commission (CPUC). Due to Notice Periods, and changes in Effective Dates, the most recent sheet on file with the CPUC may not be in effect. Consult the Effective Date on a specific sheet and Check Sheets to determine if that sheet is in effect.

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

1. PRELIMINARY STATEMENT – (Cont'd)

1.3 TARIFF INFORMATION AND USE – (Cont'd)

1.3.2 TARIFF SECTION NUMBERING

An alpha-numeric numbering plan is used to number tariff regulations and rates. Each level is subordinate to and dependent on its next higher level. An example of the numbering sequence follows:

- 6.
- 6.2
- 6.2.1
- 6.2.1(B)
- 6.2.1(B)(2)
- 6.2.1(B)(2)(a)

1.3.3 TARIFF REVISION CODING AND EXPLANATION OF SYMBOLS

Revisions to this tariff are coded through the use of symbols. These symbols appear in the right margin of the sheet. The symbols and their meanings are:

- (C) To signify changed listing, rule or condition, which may affect a rate, charge, term, or condition
- (D) To signify discontinued material, including a listing, rate, rule, or condition
- (I) To signify a rate or charge increase
- (L) To signify material relocated to another part of tariff schedules with no change in text
- (N) To signify new material including a listing, rate, charge, rule, or condition
- (P) To signify material subject to change under a pending application or advice letter
- (R) To signify a rate or charge reduction
- (T) To signify textual that does not affect a rate, charge, term, or condition

Other marginal codes are used to direct the reader to a footnote for specific information. Codes used for this purpose are lower case letters of the alphabet, i.e., x, y and z. These codes may appear beside the sheet revision number or in the right margin opposite specific text.

(Continued)

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Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

1. PRELIMINARY STATEMENT - (Cont'd)

1.4 TAXES AND SURCHARGES

In addition to the charges specifically pertaining to the Company's services, certain federal, state and local surcharges, taxes and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the Customer for the Company's intrastate services. Such charges include but are not limited to, the surcharges and fees ordered by the CPUC as set forth below. None of the following surcharges will apply to any taxes or surcharges levied upon the Company's service to a Customer.

1.4.1 CPUC REIMBURSEMENT FEE: \*

Pursuant to CPUC Resolution M-4789, the Company will apply this surcharge to each Customer bill, in compliance with CPUC directives determined annually by the CPUC. This surcharge represents a user fee intended to reimburse the CPUC for the cost of regulating all certificated utilities.

1.4.2 SURCHARGE TO FUND CALIFORNIA RELAY SERVICE AND COMMUNICATIONS DEVICES: \*

This surcharge is in compliance with CPUC Resolution T-13005, which established a program to distribute telecommunications devices for the deaf and established a dual-party relay service program for hard-of-hearing and deaf people in California, as amended by Resolutions T-16379 and T-16403. The surcharge is applied monthly to all intrastate tariffed services not exempt from the surcharge. This surcharge will be identified on the Customer's billing statement as the "California Relay Service and Communications Devices Fund."

\* Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates and the CPUC Reimbursement Fee rate to all intrastate service, adjusted for those billing exemptions that apply specifically to Public Program surcharges and separately for other billing exemptions that apply specifically to the Reimbursement Fee. For the Public Program surcharges and Reimbursement Fees, please refer to the Pacific Bell Telephone Company (d.b.a. AT&T California) tariffs, Section A2, General Regulations.

(Continued)

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Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

1. PRELIMINARY STATEMENT - (Cont'd)

1.4 TAXES AND SURCHARGES – (Cont'd)

1.4.3 SURCHARGE TO FUND UNIVERSAL LIFELINE TELEPHONE SERVICE (ULTS): \*

Pursuant to Resolution T-16412 this surcharge will be applied to all surchargeable intrastate services billings rendered on or after January 1, 2001. This surcharge will be identified on the Customer's billing statement as the "Universal Lifeline Telephone Service Surcharge."

1.4.4 CALIFORNIA HIGH COST FUND B: \*

This surcharge will be imposed on all intrastate services to fund the California High Cost Fund program in compliance with CPUC Decision 96-10-066. This surcharge will be applied to each Customer's monthly bill and will be identified as the California High Cost Fund B Surcharge."

1.4.5 CALIFORNIA TELECONNECT FUND: \*

This surcharge will be imposed on all intrastate services for the purpose of funding discounts for telecommunications services to qualifying schools, libraries, hospitals, health clinics and community based organizations in compliance with CPUC Decision 96-10-066. This surcharge will be applied to each customer's monthly bill and will be identified as "Teleconnect Fund Surcharge."

1.4.6 CALIFORNIA HIGH COST FUND A: \*

This surcharge will be imposed on all intrastate services to fund the California High Cost Fund program in compliance with CPUC Decision 94-09-065. This surcharge will be applied to each Customer's monthly bill and will be identified as the California High Cost Fund A Surcharge.

\* Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates and the CPUC Reimbursement Fee rate to all intrastate service, adjusted for those billing exemptions that apply specifically to Public Program surcharges and separately for other billing exemptions that apply specifically to the Reimbursement Fee. For the Public Program surcharges and Reimbursement Fees, please refer to the Pacific Bell Telephone Company (d.b.a. AT&T California) tariffs, Section A2, General Regulations.

(Continued)

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**COMPETITIVE LOCAL CARRIER**

---

1. PRELIMINARY STATEMENT - (Cont'd)

1.4 TAXES AND SURCHARGES - (Cont'd)

1.4.7 SURCHARGE TO FUND TELECOMMUNICATIONS DEVICES FOR THE DEAF (TDD) PLACEMENT INTERIM COMMITTEE (TPIC): \*

Surcharge to fund the placement of telecommunications devices capable of servicing the needs of the deaf or hearing impaired in existing buildings and public accommodations. The TPIC is funded by an incremental percentage from the Deaf and Disabled Telecommunications Program (DDTP) surcharge, which applies to all regulated end-user recurring and non-recurring rates and charges for intrastate service within a service area and between service areas.

\* Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates and the CPUC Reimbursement Fee rate to all intrastate service, adjusted for those billing exemptions that apply specifically to Public Program surcharges and separately for other billing exemptions that apply specifically to the Reimbursement Fee. For the Public Program surcharges and Reimbursement Fees, please refer to the Pacific Bell Telephone Company (d.b.a. AT&T California) tariffs, Section A2, General Regulations.

(Continued)

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Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

1. PRELIMINARY STATEMENT - (Cont'd)

1.5 BASIC AND OPTIONAL SERVICE CHOICES

For rates, charges, terms, conditions, and description of service, refer to the Sections listed within this Tariff. These services can be added, changed or canceled at any time by contacting the sales office at 916-780-8000.

Generally available rates, terms and conditions for services not described in this tariff can be found in the unfiled Service Guide available at [www.surewest.com/regulatory](http://www.surewest.com/regulatory).

1.5.1 ASSOCIATED MANDATED SURCHARGES AND TAXES

<u>Service</u>	<u>Section No.</u> <sup>1</sup>
(A) Associated Surcharges and Taxes as mandated by regulation or law:	1.4
California High Cost Fund A	1.4.6
California High Cost Fund B	1.4.4
California Relay Service and Communications Devices	1.4.2
California Teleconnect Fund	1.4.5
CPUC Reimbursement Fee	1.4.1
Emergency Telephone Users Surcharge	Not Tariffed <sup>2</sup>
Federal Excise Tax	Not Tariffed <sup>3</sup>
Telecommunications Devices for the Deaf	
Placement Interim Committee (TPIC)	1.4.7
Universal Service Lifeline Telephone Service	1.4.3

<sup>1</sup> For specific tariff sheets, please refer to the Table of Contents.

<sup>2</sup> Emergency Telephone Users Surcharge information can be found at [www.boe.ca.gov](http://www.boe.ca.gov). Click on Special Tax Programs and then click on Emergency Telephone Users Surcharge under Excise Taxes Division. The toll-free phone number is 1-800-400-7115.

<sup>3</sup> Federal Excise Tax information can be found at [www.irs.gov](http://www.irs.gov) by typing "federal excise tax" into the Forms and Publications Finder window, clicking on Instruction 720 and reading the Communications Tax section. The IRS toll-free number is 1-800-829-1040.

<sup>4</sup> Includes Equal Access carrier selection process, local calling area and an alphabetical listing in the local telephone directory.

(Continued)

	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
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**COMPETITIVE LOCAL CARRIER**

---

2. GENERAL REGULATIONS

2.1 LIABILITY

- 2.1.1 The liability of the Company for its willful misconduct or gross negligence which is the sole legal cause of damage or injury 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 acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff the Company's liability, if any, is limited to the less of \$500 or the actual damages or injury sustained which in the event of any failure of service shall be deemed to be 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or know by the Company. In addition, Customer credits for interrupted service will be issued, where applicable, in accordance with the provisions of Rule 8.12 herein.
- 2.1.2 In no event will the Company be responsible for consequential damages or lost profits suffered by the Customer on account of interrupted or unsatisfactory service unless the Company is found to have been willfully negligent.
- 2.1.3 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.
- 2.1.4 The Company shall be indemnified and held harmless by the Customer against:
- (A) Claims for libel, slander, infringement of copyright or unauthorized use of any trade mar, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities; and
  - (B) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and
  - (C) All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

(Continued)

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**COMPETITIVE LOCAL CARRIER**

---

2. GENERAL REGULATIONS – (Cont'd)

2.1 LIABILITY – (Cont'd)

2.1.5 The Company will make no refund of overpayments by a customer unless the claim for such overpayment together with proper evidence is submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.

2.2 LIMITATIONS OF SERVICE

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the Law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connection.

2.2.4 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, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.2.5 The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

(Continued)

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**COMPETITIVE LOCAL CARRIER**

---

2. GENERAL REGULATIONS – (Cont'd)

2.3 USE OF SERVICE

- 2.3.1 Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2 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.
- 2.3.3 Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.4 Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. Service may only be resold or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, resold or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- 2.3.5 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.

(Continued)

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**COMPETITIVE LOCAL CARRIER**

---

2. GENERAL REGULATIONS – (Cont'd)

2.4 RESPONSIBILITIES OF THE CUSTOMER

- 2.4.1 The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulations; 4) payment of charges for calls originating from the Customer's telephone lines.
- 2.4.2 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
- 2.4.3 The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss through theft, of any company equipment installed at the Customer's premises.
- 2.4.4 The Customer shall be responsible for all calls placed by or through the 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.
- 2.4.5 The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:
- 2.4.6 Customers are responsible for providing the following reports to the Company when applicable.

When a customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in paragraph 7.5 below. Charges will be apportioned in accordance with those reports.

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS – (Cont'd)

2.4 RESPONSIBILITIES OF THE CUSTOMER – (Cont'd)

- 2.4.7 The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.
- 2.4.8 The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance of the facilities.
- 2.4.9 The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

2.5 JURISDICTIONAL REPORTS

- 2.5.1 For Feature Group B Switched Access Transport Service(s) for both interstate and intrastate use, the projected interstate percentage of use must be provided by the Customer in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage of use from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use. When a Customer orders feature Group B Switched Access Transport Service, the Customer shall state, in its order, the projected Percent Interstate Usage (PIU) factor for each Feature Group B Switched Access Transport Service group ordered.

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS – (Cont'd)

2.5 JURISDICTIONAL REPORTS – (Cont'd)

2.5.1 (Cont'd)

For Feature Group D Switched Access Transport Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Transport Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

Should the Customer not supply a terminating PIU factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction of the call. This percentage shall be used by the Company as the projected interstate percentage, the Customer shall utilize the same considerations as those set forth below.

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes for 100 (100 – projected interstate percentage = intrastate percentage) as projected intrastate percentage of use.

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

2. GENERAL REGULATIONS – (Cont'd)

2.5 JURISDICTIONAL REPORTS – (Cont'd)

2.5.2 For the purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.

2.5.3 These whole number percentages will be used by the Company to apportion the use, rate, and/or non-recurring charges between interstate and intrastate until a revised report is received.

2.5.4 The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes, (i.e., number access minutes X projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in this tariff.

2.5.5 Effective on the first day of each quarter of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than twenty (20) calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of each quarter, for each service arranged for interstate and intrastate use. Except as set forth above where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth above.

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

2. GENERAL REGULATIONS – (Cont'd)

2.2 JURISDICTIONAL REPORTS – (Cont'd)

- 2.5.6 The Customer reported projected interstate percentage of use as set forth above will be used for the apportionment of any monthly rates or non-recurring charges associated with feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the date used to develop the projected interstate percentage of use as set forth above. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.
- 2.5.7 The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the date within thirty (30) calendar days of the Company request.
- 2.5.8 The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.
- 2.5.9 No pro-rating or back billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the Event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

2. GENERAL REGULATIONS – (Cont'd)

2.5 JURISDICTIONAL REPORTS – (Cont'd)

- 2.5.10 The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested ore than once annually.
- 2.5.11 For the purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.
- 2.5.12 Whole number percentages will be used by the Company to apportion the use, rates and/or non-recurring charges between interstate and intrastate.

2.6 MIXED INTERSTATE AND INTRASTATE ACCESS SERVICE

When mixed interstate and intrastate Access Service is provided, all charges including non-recurring charges, usage charges, and optional features will be prorated between interstate and intrastate. The percentage provided in the reports as set forth above will service as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- 2.6.1 For non-recurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state of tariff rate per element.
- 2.6.2 For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS – (Cont'd)

2.7 MEET POINT BILLING

Meet Point Billing applies when more than one exchange telephone company is involved in the provision of Access Service. All recurring and non-recurring charges for services provided by each exchange telephone company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing and Multiple Exchange Carrier Ordering and Design.

The Company will handle ordering, rating and billing of Access Service under this Tariff where more than one exchange telephone company is involved in the provision of Access Service as follows:

2.7.1 For Feature Group B and/or D Switched Access Service, when service is jointly provided by more than one exchange telephone company, the Customer must supply a copy of the order to each exchange telephone company involved in providing the service.

Each exchange telephone company will provide the portion of Switched Access Local Transport to an interconnection point ("IP") with another exchange telephone company, and will bill the charges in accordance with its Switched Access Service tariff. The rate for the Transport elements will be determined as set forth below. All other appropriate charges in each exchange telephone company tariff are applicable.

2.7.2 The charge for the Switched Access Local Transport Facility and Termination rate elements for services provided as set forth above are determined as follows:

(A) Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the tow ends of the Switched Access Local Transport Facility, as defined below. Determine the airline mileage for the Switched Access Local Transport Facility charge using the method as set forth in this Tariff.

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS – (Cont'd)

2.7 MEET POINT BILLING – (Cont'd)

2.7.2 (Cont'd)

(B) For Feature Groups B or D Switched Access Service, the Switched Access Local Transport Facility and Termination charges are determined by using the steps set forth in (1) through (3) below for the total Local Transport-Common Switched Transport charges.

(1) Multiply:

The number of access minutes by the number of airline miles as determined in (1) preceding by the Company's appropriate Switched Access Local Transport Facility per mile per access minute rate by the Company's billing percentage factor.

(2) Multiply:

The number of access minutes by the Company's appropriate Switched Access Local Transport Termination per minute rate. The resulting amount is the Company's total Switched Access Local Transport Termination charge.

(3) Add:

The products of (a) and (b) for the Company's total Local Transport-Common Switched Transport charges.

(C) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage factor for the Company for the service between the involved offices will be listed in National Exchange Carrier Association, Inc. Tariff FCC No. 4, except as noted below.

2.7.3 Until the National Exchange Carrier Association, Inc. Tariff FCC No. 4 is revised to include the meet points referenced in (C) above, the applicable billing percentage factors for Feature Group B or E Switched Access Service traffic between certain Company locations and Pacific Bell or GTE California, Inc., end offices.

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

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2. GENERAL REGULATIONS – (Cont'd)

2.7 MEET POINT BILLING – (Cont'd)

2.7.4 Should any changes be made to the meet point billing arrangements as set forth in (A) preceding, the Company will give affected Customers thirty (30) days notice.

2.7.5 Should the Company act as an intermediate, non-terminating local exchange carrier, Switched Access Local Transport Termination rates, as determined in (B) preceding, will not be applied to the meet point billing arrangement.

2.8 PROMOTIONS

2.8.1 From time to time, the Carrier may provide promotional offerings to introduce a current or potential subscriber to a service not being used by the Subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. No promotion will be offered until it is filed with and approved by the CPUC.

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

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3. RULES

3.1 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.

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

3. RULES – (Cont'd)

3.1 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.

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

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3. RULES – (Cont'd)

3.1 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.

**Detariffed service guide:** (See Service Guide)

**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.

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

3. RULES – (Cont'd)

3.1 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.

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

3. RULES – (Cont'd)

3.1 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.

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

3. RULES – (Cont'd)

3.1 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.

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

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3. RULES – (Cont'd)

3.1 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 Guide:** A Service Guide is a document, or documents, that contain the description, prices, and other terms and conditions for services that are not contained in a Tariff, as authorized in D.07-09-018.

**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 customers.

**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.

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

3. RULES – (Cont'd)

3.1 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.

3.2 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 sections of this Tariff.

Generally available rates, terms and conditions for services which are not described in this tariff can be found in the unfiled Service Guide available at [www.surewest.com/regulatory](http://www.surewest.com/regulatory).

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.

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

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3. RULES – (Cont'd)

3.3 APPLICATION FOR SERVICE

3.3.1 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.

3.3.2 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.

3.3.3 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.

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

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3. RULES – (Cont'd)

3.4 CONTRACTS

Contracts for service shall be consistent with the specifications in SureWest Telephone's tariff Schedule Cal. P.U.C. 1-L, Section 2.1.4.

3.5 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.

3.6 DEPOSITS

3.6.1 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.

3.6.2 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.

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

3. RULES – (Cont'd)

3.6 DEPOSITS – (Cont'd)

- 3.6.3 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.
- 3.6.4 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.
- 3.6.5 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.
- 3.6.6 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.

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

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3. RULES – (Cont'd)

3.6 DEPOSITS – (Cont'd)

3.6.6 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.).

3.7 NOTICES

- 3.7.1 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. In each case, an electronic notice may be substituted where the subscriber has agreed to receive notice in that manner. Notice by first class mail is complete when the document is deposited in the mail; and electronic notice is complete upon successful transmission. 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.
- 3.7.2 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.
- 3.7.3 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.

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

3. RULES – (Cont'd)

3.7 NOTICES – (Cont'd)

3.7.4 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.

3.8 RENDERING AND PAYMENT OF BILLS

3.8.1 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.

3.8.2 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..

3.8.3 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.

3.8.4 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.

3.8.5 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.

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

3. RULES – (Cont'd)

3.8 RENDERING AND PAYMENT OF BILLS – (Cont'd)

- 3.8.6 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.
- 3.8.7 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.
- 3.8.8 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.
- 3.8.9 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.

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

3. RULES – (Cont'd)

3.9 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:

- 3.9.1 The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.
- 3.9.2 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.

3.10 DISCONTINUANCE AND RESTORATION OF SERVICE

3.10.1 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 non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company.

3.10.2 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.

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

3. RULES – (Cont'd)

3.10 DISCONTINUANCE AND RESTORATION OF SERVICE – (Cont'd)

3.10.2 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 continues 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.

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

3. RULES – (Cont'd)

3.10 DISCONTINUANCE AND RESTORATION OF SERVICE – (Cont'd)

3.10.2 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).

3.10.3 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.

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

3. RULES – (Cont'd)

3.11 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.

3.12 CONTINUITY OF SERVICE

3.12.1 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.

3.12.2 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.

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

3. RULES – (Cont'd)

3.12 CONTINUITY OF SERVICE – (Cont'd)

3.12.3 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.

3.12.4 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;

(Continued)

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Advice Letter No. <u>82</u>	<u>Issued By</u> Steve C. Oldham	Date Filed <u>SEP 11 2009</u>
Decision No. _____	<u>President – CEO</u>	Effective <u>JAN 01 2010</u>
		Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

3. RULES – (Cont'd)

3.12 CONTINUITY OF SERVICE – (Cont'd)

3.12.4 (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.

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

3. RULES – (Cont'd)

3.12 CONTINUITY OF SERVICE – (Cont'd)

3.12.5 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.

3.12.6 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.

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

4. SWITCHED ACCESS SERVICE

4.1 DESCRIPTION

Switched Access Service is provided pursuant to the terms and conditions contained in the tariff of SureWest Telephone, Schedule Cal. P.U.C. No. 1, Section 6. Rates for Switched Access Service are listed below.

4.2 SWITCHED ACCESS RATES

4.2.1 Local Transport

(A) Entrance Facilities (per point of termination)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
		<u>First</u>	<u>Add'l</u>
(1) Voice Grade			
2-Wire	\$28.37	\$ 0.00	\$ 0.00
4-Wire	41.61	0.00	0.00
(2) DS1	127.68	599.16	283.74
(3) DS3			
1-year plan w/terminal equip	2,364.48	2,837.37	
1-year plan w/o terminal equip	1,560.55	2,128.03	
3-year plan w/terminal equip	1,797.00	Waived	
3-year plan w/o terminal equip	1,229.53	Waived	
5-year plan w/terminal equip	1,607.84	Waived	
5-year plan w/o terminal equip	1,068.74	Waived	
(4) DS3x3			
1-year plan w/terminal equip	6,610.13	5,674.74	
1-year plan w/o terminal equip	3,833.29	4,256.06	
3-year plan w/terminal equip	3,688.58	Waived	
3-year plan w/o terminal equip	2,175.32	Waived	
5-year plan w/terminal equip	3,073.82	Waived	
5-year plan w/o terminal equip	1,607.84	Waived	

(Continued)

	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

4. SWITCHED ACCESS SERVICE – (Cont'd)

4.2 SWITCHED ACCESS RATES – (Cont'd)

4.2.1 Local Transport - (Cont'd)

(A) Entrance Facilities (per point of termination) - (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
		<u>First</u> <u>Add'l</u>
(5) DS3x12		
3-year plan w/terminal equip	\$10,640.14	Waived
3-year plan w/o terminal equip	7,613.61	Waived
5-year plan w/terminal equip	8,228.37	Waived
5-year plan w/o terminal equip	5,958.48	Waived

(B) Direct Trunked Transport

	<u>Rate</u>
(1) Direct Trunked Facility (per mile)	
Voice Grade	\$0.43
DS1	14.42
DS3	41.33
DS3x3	123.99
(2) Direct Trunked Termination (per termination)	
Voice Grade	11.82
DS1	30.50
DS3	260.09
DS3x3	780.27

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

---

4. SWITCHED ACCESS SERVICE – (Cont'd)

4.2 SWITCHED ACCESS RATES – (Cont'd)

4.2.1 Types of Rates – (Cont'd)

(C) Tandem Switched Transport

	<u>Rate</u>
(1) Tandem Switched Facility - Per Access Minute per Mile	\$.000028
(2) Tandem Switched Termination - Per Access Minute per Termination	.000225
(3) Tandem Switching - Per Access Minute	.000398

(D) Multiplexing – per arrangement

(1) DS3 to DS1	331.03
(2) DS1 to Voice	260.09

4.2.2 End Office

(A) Local Switching

Per Minute of Use .017109

(B) Information Surcharge

- Per Minute of Use .000481

4.2.3 Toll Free Number Data Base Query Service

(A) Basic Query Charge .004530

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

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4. SWITCHED ACCESS SERVICE – (Cont'd)

4.2 SWITCHED ACCESS RATES – (Cont'd)

4.2.4 Miscellaneous Service Charges

	<u>Nonrecurring Charge</u>
(A) Service Date Change Charge	
A Service Date Change Charge will apply on a per order per occurrence basis for each service date changed. The applicable charge is:	
Service Date Change Charge, per occurrence	\$21.75
(B) Design Change Charge	
The Design Change Charge will apply on a per order per occurrence basis for each order requiring design change. The applicable charge is:	
Design Change Charge, per occurrence	21.75
(C) Expedite Charge, per occurrence	44.00

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

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5. MISCELLANEOUS SERVICES

5.1 SPECIAL PROMOTIONAL OFFERING – COMPETITIVE RESPONSE  
PROMOTION

From time to time the Company may offer a new subscriber of service discounts (up to 100%) off the Customer’s total usage charges. Such discounts may have variable terms of applicability and expiration dates. These discounts may apply to monthly recurring port charges, access loop charges, installation charges, and other non-recurring fees. No promotion will be offered until it is filed with and approved by the CPUC.

(A) RESERVED

(Continued)

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	<u>Issued By</u>	Date Filed <u>SEP 11 2009</u>
Advice Letter No. <u>82</u>	<u>Steve C. Oldham</u>	Effective <u>JAN 01 2010</u>
Decision No. _____	<u>President – CEO</u>	Resolution No. _____

**COMPETITIVE LOCAL CARRIER**

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5. MISCELLANEOUS SERVICES – (Cont'd)

5.2 Carrier Selection Process for Equal Access

5.2.1 Carrier Selection Service for Equal Access is provided pursuant to the terms and conditions of SureWest Telephone Schedule Cal. P.U.C. No. 1, Section 13.2.3.

5.2.2 Rates

Carrier Selection	Non-recurring <u>Charge</u>
Per Telephone Exchange Service line or trunk*	
(1) IntraLATA Service	\$5.50
(2) InterLATA Service	5.50
(3) IntraLATA/InterLATA Service – single carrier, same transaction	8.25

\* This charge is billed to the end-user who is the customer to the Telephone Exchange Service.

Charges for unauthorized carrier changes are described in SureWest Telephone Schedule Cal. P.U.C. No. 1, Section 13.2.3.

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6. CALIFORNIA TELECONNECT FUND

The California Teleconnect Fund is described in, and shall be consistent with the specifications listed for the California Teleconnect Fund, located in SureWest TeleVideo's tariff Schedule Cal. P.U.C. No. 1-T, Section 9.

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