

# **SERVICE GUIDE**

Applicable to

## **TELECOMMUNICATIONS SERVICES**

Within

## **THE STATE OF CALIFORNIA**

Issued By

**SUREWEST TELEVIDEO**

dba

**SUREWEST BROADBAND**

(Name of Utility)

**U-6324-C**

(Utility Number)

**P.O. Box 969, Roseville, California 95661.0969**

(Mailing Address)

Except as provided herein, for services offered on a detariffed basis pursuant to Decision 07-09-018, see the SureWest General Terms and Conditions, Section 1.2 in this Service Guide, or at [www.surewest.com/regulatory](http://www.surewest.com/regulatory).

Some Service Guide services are not affected by Decision 07-09-018, such as Basic Residential Service, E911 Service and your choice of a Long Distance provider and therefore will not be found in this Service Guide.

GENERAL TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>SECTION</u>
TITLE PAGE .....	TITLE
PRELIMINARY STATEMENT .....	1
GENERAL REGULATIONS .....	2
LOCAL EXCHANGE SERVICE.....	3
MISCELLANEOUS SERVICE OFFERINGS.....	4
DIRECTORY SERVICES.....	5
MISCELLANEOUS CHARGES.....	6
SPECIAL ARRANGEMENTS AND CONSTRUCTION.....	7
211 COMMUNITY INFORMATION AND REFERRAL SERVICE.....	8
EMPLOYEE DISCOUNT SERVICE .....	9
SPECIAL ACCESS SERVICE.....	10
MISCELLANEOUS SPECIAL ACCESS SERVICES .....	11
SWITCHED ACCESS SERVICE .....	12
INTRASTATE TOLL TELECOMMUNICATIONS SERVICES.....	13
OPERATOR SERVICES .....	14
INDIVIDUAL CASE BASIS ARRANGEMENTS .....	15
PROMOTIONAL OFFERINGS.....	16

SECTION 1 - PRELIMINARY STATEMENT

TABLE OF CONTENTS

	<u>Sheet No.</u>
1.1	IMPORTANT INFORMATION FROM SUREWEST TELEVIDEO ..... 1
1.2	GENERAL TERMS AND CONDITIONS TO THE SERVICE GUIDE ..... 1
1.2.1	APPLICATION ..... 1
1.2.2	GENERAL TERMS AND CONDITIONS ..... 2
(A)	Services ..... 2
(B)	Credit Limit and/or Deposit ..... 2
(C)	Prices and Billing ..... 3
(D)	Use of Service ..... 3
(E)	Indemnification ..... 3
(F)	WARRANTY DISCLAIMER ..... 4
(G)	Limitation of Liability ..... 4
(H)	Termination or Suspension of Services ..... 5
(I)	Service Delivery; Performance Excused ..... 6
(J)	Customer Responsibilities ..... 6
(K)	Miscellaneous ..... 6
1.3	GENERAL INFORMATION ..... 9
1.4	APPLICATION OF SERVICE GUIDE ..... 9
1.5	SYMBOLS USED IN THIS SERVICE GUIDE ..... 10
1.6	SERVICE AREA MAP ..... 11
1.7	TAXES SURCHARGES AND FEES ..... 12
1.8	PROCEDURE TO OBTAIN SERVICE ..... 12
1.9	NOTICES ..... 12
1.10	AVAILABILITY OF SERVICE GUIDE AND TARIFF SCHEDULES ..... 13

## SECTION 1 - PRELIMINARY STATEMENT

### 1.1 IMPORTANT INFORMATION FROM SUREWEST TELEVIDEO

Effective January 1, 2010, prices, service descriptions, and terms and conditions for most California retail telecommunications services provided by SureWest TeleVideo dba SureWest Broadband (“SureWest”, “Company” or “Utility”) are no longer included in SureWest tariffs on file with the California Public Utilities Commission (CPUC). Instead, the prices, service descriptions, and terms and conditions applicable to these services are set forth in this Service Guide.

Further, this Service Guide also sets forth General Terms and Conditions, which define the relationship between the Customer (“Customer”, “you” or “your”) and SureWest for the prices, service descriptions, terms and conditions applicable to services provided to the Customer.

A Customer’s order of, use of, or payment for the services in the Service Guide constitute the Customer’s agreement prospectively to General Terms and Conditions, the prices, service descriptions, and the service terms and conditions set forth in the Service Guide.

SureWest will notify its Customers at least thirty (30) days in advance of subsequent changes in the Service Guide resulting in price increases or in materially more restrictive terms and conditions as they apply to services the Customer subscribes to, just as SureWest does for tariffed services.

Customers may review this Service Guide, along with the General Terms and Conditions on the SureWest web site at [www.surewest.com/regulatory](http://www.surewest.com/regulatory). Customers may also request a copy of the General Terms and Conditions and/or the Service Guide for the Services the customer is enrolled in by contacting SureWest. Residential customers may email request to [residential@surewest.com](mailto:residential@surewest.com), or call SureWest toll free at **1-866-SUREWEST (1-866-787-3937)**. Business customers may email requests to [business@surewest.com](mailto:business@surewest.com), or call toll free at **1-800-400-8662**.

### 1.2 GENERAL TERMS AND CONDITIONS TO THE SERVICE GUIDE

**THE FOLLOWING GENERAL TERMS AND CONDITIONS APPLY TO ALL SUREWEST CALIFORNIA RETAIL TELECOMMUNICATIONS SERVICES DESCRIBED BELOW AND IDENTIFIED IN SUREWEST’S SERVICE GUIDE.**

#### 1.2.1 APPLICATION

- (A) The Service Guide sets forth the prices, charges, terms and conditions under which a Customer (“Customer”, “you” or “your”) agrees to procure and pay for any of the covered Services (as defined below) and under which SureWest (“SureWest”, “Company”, or “we”) agrees to provide the Services to Customers, unless otherwise noted.

## SECTION 1 - PRELIMINARY STATEMENT

### 1.2 GENERAL TERMS AND CONDITIONS TO THE SERVICE GUIDE - (Cont'd)

#### 1.2.1 APPLICATION - (Cont'd)

- (B) The Service Guide is set forth on the SureWest website (the "Website") at <http://www.surewest.com/regulatory>. You may also obtain further information regarding the terms and conditions applicable to your ordered Service by telephoning SureWest toll free at **1-866-787-3937** for residential customers and toll free at **1-800-400-8662** for business customers.
- (C) The Service Guide becomes a binding contract following your acceptance of the terms and conditions applicable to the ordered Service. You are deemed to have accepted the terms of the Service Guide applicable to your Service upon your order of, use of, or payment for the Service following the availability of these General Terms and Conditions and the Service Guide, including but not limited to your confirmation of a request for Service with a Company representative, your execution of a Service agreement, or your acceptance of a Service installation.
- (D) Services that are covered by the Service Guide are governed by the terms and conditions in the Service Guide rather than by the provisions of SureWest's tariffs on file with the CPUC.
- (E) Unless expressly stated otherwise, the Service Guide also applies to Customers who have entered into a separate written contract for Services for a specified time period; provided, however, in the event of a conflict between the terms in the separate contract and the terms in the Service Guide, the terms in the separate contract will control with respect to Services subject to that contract.

#### 1.2.2 GENERAL TERMS AND CONDITIONS

- (A) **Services.** "Service" or "Services" means those retail telecommunications services offered by SureWest for which the prices, charges, terms and conditions of sale are specified in the Service Guide. Services do not include Internet service or other non-telecommunications services.
- (B) **Credit Limit and/or Deposit.** We reserve the right to evaluate a Customer's creditworthiness, and we may set a credit limit or require a deposit before or during the time that Service is provided.

## SECTION 1 - PRELIMINARY STATEMENT

### 1.2 GENERAL TERMS AND CONDITIONS TO THE SERVICE GUIDE - (Cont'd)

#### 1.2.2 GENERAL TERMS AND CONDITIONS – (Cont'd)

- (C) **Prices and Billing.** We will bill you monthly for Services. You are responsible to pay us by the due date stated on your bill, for all charges associated with your Services, including all recurring and non-recurring charges, and all taxes, fees, usage charges, telecommunications and other surcharges and other applicable governmental or quasi-governmental charges due on account of the Services, whether mandatory or discretionary. Such taxes, fees and/or surcharges are subject to change without notice to Customer except as notice may be required by applicable law. Charges for ancillary services include, but are not limited to, charges for installation, move or change orders, directory assistance and operator services used by Customer. These charges will be assessed at SureWest's then-current prices. Such charges are subject to change without notice to Customer, except as may be required by applicable law. Promotional pricing and terms will expire in accordance with the terms applicable to each promotion, without further notice to you. We may allow you to elect to pay for service in cash, or by check, credit card, debit card, electronic funds transfer payment, or another payment method, on terms and conditions that we establish from time to time. (Payment on a basis other than by cash or check may be subject to terms established by third party banks or other financial institutions.) The outstanding balance is due and payable in full each month
- (D) **Use of Service.** You may use the Service for any lawful purpose. You agree not to engage in any unlawful, abusive, harassing or fraudulent use of the Service. You are responsible to pay for all use of the Services for which you are the Customer of record. SureWest shall not be liable to you or to any other person for any damages, including charges for Services that Customer may incur as a result of the unauthorized use or misuse of the Services, whether by the Customer, or the Customer's family, guest, employees, third parties, or any member(s) of the public. Customer shall remain responsible for all such charges to the extent permitted by law.
- (E) **Indemnification.** Customer agrees to defend, indemnify and hold SureWest, its employees, representatives and agents, and its affiliates and their employees, representatives and agents, harmless from any and all losses, claims, demands, damages, expenses (including reasonable attorneys' fees), and any liability whatsoever, arising from any use of the Services by you or any person able to use the Services, including without limitation, liability resulting from the content of any communication, including but not limited to slander, defamation, fraud, invasion of privacy, or violation of any applicable law, including those governing obscenity, national security and/or defense, child abuse, eavesdropping, recording of conversations of others, or other similar matter, or of any combination of one or more of the Services with any other product(s) or service(s) not provided by SureWest, any modification of the Services or any infringement of intellectual property, except where limited by applicable law.

## SECTION 1 - PRELIMINARY STATEMENT

### 1.2 GENERAL TERMS AND CONDITIONS TO THE SERVICE GUIDE - (Cont'd)

#### 1.2.2 GENERAL TERMS AND CONDITIONS – (Cont'd)

#### (F) **WARRANTY DISCLAIMER.**

**EXCEPT AS EXPRESSLY AGREED IN WRITING BY SUREWEST, SUREWEST DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES RELATED TO ANY PRODUCT OR SERVICE, WHETHER EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NON-INFRINGEMENT. YOU AGREE THAT THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. SUREWEST DOES NOT WARRANT THAT COMMUNICATIONS USING THE SERVICES WILL ALWAYS BE COMPLETED (INCLUDING 911 CALLS), THAT TRANSMISSION WILL ALWAYS BE UNINTERRUPTED, ERROR-FREE AND/OR SECURE, OR THAT THE SERVICES WILL MEET YOUR NEEDS.**

#### (G) **Limitation of Liability**

- 1) SureWest shall not be liable to Customer or any other person for any mistake, omission, interruption, delay, error or Service defect or failure, whether caused in whole or part by SureWest, Customer or someone acting on behalf of Customer. Customer's remedies for Service issues are limited as provided here and in the Service Guide.
- 2) SureWest shall not be liable to Customer or any other person for any indirect, incidental, punitive, special or consequential damages, including without limitation, loss of business or profits, or other commercial or economic loss arising in connection with the Services, even if it knew or should have known of the possibility of such damages.
- 3) SureWest's maximum total liability to Customer or any other person in connection with the Services, and for any and all other causes of action and claims related to its provision of Services, shall be:
  - a) For damages due to any loss, degradation, interruption, failure or disruption in any Service, whether caused by SureWest or otherwise, the amount provided in the current and applicable SureWest Service Guide, but in no case more than the proportionate amount of the base monthly billing period charges for the affected Service for the specific period during which it can be shown that Service was so affected, or in an appropriate case, the charges for a long distance or other individually-charged call.

## SECTION 1 - PRELIMINARY STATEMENT

### 1.2 GENERAL TERMS AND CONDITIONS TO THE SERVICE GUIDE - (Cont'd)

#### 1.2.2 GENERAL TERMS AND CONDITIONS – (Cont'd)

#### (G) **Limitation of Liability** – (Cont'd)

- b) For damage to real or personal property, or bodily injury or death to any person, caused by a SureWest employee or representative and not caused by any other person, the amount of direct damages proven. For damages to real or personal property, or bodily injury or death caused in part by a SureWest employee or representative and also caused in part by another person, that share of the direct damages proven as established by California law;
  - c) For indemnity, the remedies set forth in section 1.2.2(E);
  - d) For any damages arising out of the willful or intentional misconduct of the party, the amount of direct damages proven;
  - e) For all other damages, and where not otherwise excluded under the Service Guide, SureWest's maximum liability during any twelve (12) month period shall be limited to the lesser of: (i) direct damages proven, or (ii) the highest amount paid by Customer to SureWest for the one (1) month prior to the commencement of such period.
- 4) Nothing in this section shall limit your liability to SureWest for all charges incurred for the Services.
- 5) Nothing in this section shall limit a party's liability where such liability cannot be limited under California law.

(H) **Termination or Suspension of Services.** You may terminate your Service as provided in the Service Guide, generally on notice to us, disconnection of your equipment and that of any third party, and your return to SureWest of all SureWest equipment made available to you in good condition. However, you are responsible to pay us for all charges for use of the Service through the time that Service is terminated. SureWest may discontinue or limit use of the Services by a Customer for non-payment, non-compliance with Company rules, misrepresentation or fraudulent use, violation of applicable law, and any other Customer breach or other violation of terms and conditions set out in the Service Guide or in any applicable tariff provision. SureWest may suspend Service if it believes reasonably that the Service is being used for an unlawful purpose, or is being used abusively or to engage in or promote fraud. We may interrupt or terminate Service in connection with any necessary repair or relocation of our equipment or facilities. SureWest may suspend or terminate Service if Customer ceases to live or do business at the premises where Service is provided, or is subject to proceedings related to bankruptcy, insolvency, assignment for the benefit of creditors or other similar event, and the assurances of payment and performance contemplated by the bankruptcy laws are not forthcoming. If we suspend or terminate your Service for non-payment, we may require payment of all amounts in arrears and a reconnection fee to reinstate Service.

## SECTION 1 - PRELIMINARY STATEMENT

### 1.2 GENERAL TERMS AND CONDITIONS TO THE SERVICE GUIDE - (Cont'd)

#### 1.2.2 GENERAL TERMS AND CONDITIONS – (Cont'd)

- (I) **Service Delivery; Performance Excused.** Service is offered in locations where made available by SureWest in its sole discretion. We reserve the right to modify, repair, rearrange or otherwise make changes to our network, equipment, facilities and related appurtenances at any time. SureWest's performance shall be excused if it is delayed or prevented in whole or part due to events beyond its reasonable control, to the extent and for the period during which it is unable to perform (i.e., a *force majeure* situation), including but not limited to acts of God, acts or failures to act of any third party, weather or other natural event or condition, fire, war, terrorist act, explosion, vandalism, cut or damaged cable or other network problems, power shortages and failures, strikes, work stoppages or labor difficulties.
- (J) **Customer Responsibilities.** You agree that you have the right to have Service made available to you at your residence or other Service location. You agree to provide us with the access and support required to allow us to install, maintain, provide and remove the Services and all related facilities and equipment. You may be required to procure access rights from your landlord or other third party. All facilities or equipment provided by you are to be properly installed, operate within their stated parameters and shall be properly interconnected with any Services, facilities and equipment provided by SureWest. SureWest shall not be liable to you or any other person for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by you or a third party and you shall be liable if such facilities cause damage to SureWest, our customers, and/or our providers. You are responsible for all use of your Service. You are responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of Services. SureWest will have no liability for any such use.
- (K) **Miscellaneous.**
- 1) You agree that you have the legal authority to enter into the agreement for Service. You agree to notify SureWest immediately whenever the personal or billing information you have given to us changes and to keep it accurate at all times.

## SECTION 1 - PRELIMINARY STATEMENT

### 1.2 GENERAL TERMS AND CONDITIONS TO THE SERVICE GUIDE - (Cont'd)

#### 1.2.2 GENERAL TERMS AND CONDITIONS – (Cont'd)

#### (K) **Miscellaneous.** – (Cont'd)

- 2) The Service Guide, including these general terms and conditions and any documents or tariff provisions incorporated as a part of the Service Guide, constitutes the entire agreement of the parties with respect to the Services and takes the place of all prior agreements, negotiations, and representations, whether written or oral, concerning the Services. SureWest may revise the terms and conditions of the Service Guide from time to time on thirty (30) days notice. We may decrease our prices without prior notice. Increases to the prices or other changes to the Service Guide resulting in materially more restrictive terms or conditions for the Customer (as explained below) shall be effective no sooner than thirty (30) days after notice is provided in a bill insert, as a message printed on your bill, in a separate mailing, or by any other reasonable methods permitted by law. If you do not agree to the revision(s), you may terminate your Service(s) within thirty (30) days of the date the notice was mailed, paying all charges incurred through the time of termination, and you will not incur charges for early termination of an applicable term agreement, if one would otherwise be applicable. Failure to terminate your Service(s) within thirty (30) days of the date the notice was mailed will be deemed acceptance of such revisions, and where applicable, any termination after said date will be subject to early termination charges. Price increases and materially more restrictive terms do not include (i) the introduction of a new Service, (ii) the addition of a new feature to existing Service, (iii) the imposition of governmental charges or implementation of new law, rules or regulations, or (iv) changes to tariff or Service Guide language that do not change the nature of the Service offered, change Service prices, or modify time periods for performance, cure or compliance to the disadvantage of the Customer. You shall pay all charges incurred up to the time of Service discontinuance. By continuing to use, pay for, or order the Service(s) after revisions are in effect, you are accepting and agreeing to all revisions.
- 3) Either party's failure to enforce any of the provisions of the Service Guide or to exercise any contractual right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of the Service Guide. Any waiver must be written and signed by the party granting such waiver. The invalidity or unenforceability of any part of the Service Guide will not affect the other parts thereof, and the remaining terms and conditions of the Service Guide shall continue to apply as necessary to reflect the original intention of the parties.
- 4) Customer shall not transfer, assign, or resell the Services or its Service agreement with SureWest without the prior written consent of SureWest. SureWest may freely assign or transfer all or part of our rights without prior notice.
- 5) No third party has any rights or remedies in connection with the Service agreement between SureWest and Customer. No third party may seek to enforce or benefit from its provisions.

SECTION 1 - PRELIMINARY STATEMENT

1.2 GENERAL TERMS AND CONDITIONS TO THE SERVICE GUIDE - (Cont'd)

1.2.2 GENERAL TERMS AND CONDITIONS – (Cont'd)

(K) **Miscellaneous.** – (Cont'd)

- 6) Your agreement with SureWest will be governed by California law, except where preempted by Federal law.
- 7) You may not modify the terms and conditions of your agreement with SureWest, nor demand or require other terms and conditions, unless an authorized SureWest representative agrees in writing.
- 8) No waiver of any Customer breach of the Service agreement will constitute a waiver of any future Customer breach of that agreement.

All service descriptions, rates, charges, terms and conditions included in these notices are current at the time these notices were printed, but are subject to change.

Nothing in this agreement shall prevent a customer from filing a complaint with the CPUC. If you wish to file a complaint you may do so by contacting the CPUC online at [www.cpuc.ca.gov](http://www.cpuc.ca.gov), or by calling toll free at **1-800-649-7570**, or in writing to **CPUC Consumer Affairs, 505 Van Ness Ave, San Francisco, CA. 94102.**

## SECTION 1 - PRELIMINARY STATEMENT

### 1.3 GENERAL INFORMATION

This Service Guide sets forth rates and rules of the Company applicable to its provision of competitive local exchange and interexchange telecommunications services offered on a detariffed basis pursuant to Decision No. 07-09-018, including rules applicable to the provision of interLATA and intraLATA intrastate long distance telecommunication services in the State of California provided by the Company.

The Company is authorized by the California Public Utilities Commission (CPUC) to provide competitive local exchange service as a reseller and facilities based carrier, and offers these services on a full-period, 24 hour, round-the-clock basis.

### 1.4 APPLICATION OF SERVICE GUIDE

This Service Guide applies only for the use of Company's services for communications between points within the State of California; this includes the use of Company's network (a) to complete an end-to-end intrastate communications; (b) by other service providers to originate and terminate intrastate communications; and (c) by Customers to obtain access to the intrastate services offered by other service providers. The Company's intraLATA and interLATA toll services are provided pursuant to this Service Guide.

The rates specified throughout this Service Guide for different carriers are the rates applicable in that carrier's serving territory for the Company's customers.

## SECTION 1 - PRELIMINARY STATEMENT

### 1.5 SYMBOLS USED IN THIS SERVICE GUIDE

The following symbols are applicable to all schedules and rules of the Company:

- (C) To signify changed listing, rule, or condition, which may affect a rate, charge, term or condition
- (D) To signify discontinued material, including listing, rate, charge, rule or condition
- (I) To signify a rate or charge increase
- (L) To signify material relocated to another part of service guide sections with no change in text
- (N) To signify new material including listing, rate, charge, rule or condition
- (R) To signify a rate or charge reduction
- (T) To signify textual change that does not affect a rate, charge, term or condition

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SECTION 1 - PRELIMINARY STATEMENT

1.6 SERVICE AREA MAP

The Company has been authorized by the CPUC to provide Competitive Local Exchange and Intrastate Telecommunications services within the areas of the State of California identified on the following map, which depicts the total combined service areas of Pacific Bell, GTE California, Inc., and Citizens Telecommunications Company as shown on the CPUC Telephone Exchange Map revised 2/94. Further, as a nondominant interexchange carrier, the Company has been authorized by the CPUC to provide intraLATA and interLATA toll telecommunications services within the State of California.

(Map of California)



## SECTION 1 - PRELIMINARY STATEMENT

### 1.7 TAXES SURCHARGES AND FEES

In addition to rates and 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. No surcharges will apply to any taxes or surcharges levied upon the Company's service to a Customer. Such charges include, but are not limited to, all applicable taxes, fees, usage charges, telecommunications and other surcharges, and other applicable governmental or quasi-governmental charges, whether mandatory or discretionary, and are located in SureWest TeleVideo Tariff Schedules CAL. P.U.C. No. 1-T, 2-T, and 3-T as applicable.

### 1.8 PROCEDURE TO OBTAIN SERVICE

For detail of rates, charges, terms, conditions and description of service, see the Sections listed in this Service Guide. These services can be added, changed or canceled at any time by contacting the business office. The number for Residential Services is 916-786-3232 or 1-800-232-0203. The number for Business Services is 916-786-6181 or 1-800-400-8608. Residential customers may email request to **residential@surewest.com**, or call SureWest toll free at **1-866-SUREWEST (1-866-787-3937)**. Business customers may email requests to **business@surewest.com**, or call toll free at **1-800-400-8662**.

Generally available rates, terms and conditions for services that remain tariffed, whether mandatory or discretionary, as set forth in per Decision 07-09-018, are not described in this Service Guide. Tariffed services can be found in the SureWest TeleVideo's Tariff Schedules CAL. P.U.C. No. 1-T, 2-T, and 3-T, available at [www.surewest.com/regulatory](http://www.surewest.com/regulatory).

### 1.9 NOTICES

(A) Notices (bill inserts, bill annotations, and/or notices) from the Company shall be in writing by one, or a combination of, bill inserts, notices printed on bills, or separate notices sent by first class mail to the customer's billing address or to such address as may be subsequently given by the customer to the Company. 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.

(B) Notices from a customer to the Company may be given verbally by the customer or any authorized agent or by written communications mailed to the Company's business office.

## SECTION 1 - PRELIMINARY STATEMENT

### 1.10 AVAILABILITY OF SERVICE GUIDE AND TARIFF SCHEDULES

**SERVICE GUIDE.** Services formerly tariffed and now offered on a detariffed basis, along with services introduced to this Service Guide subsequent to detariffing, pursuant to Commission Decision No. 07-09-018, are contained in this Service Guide. This Service Guide is available at [www.surewest.com/regulatory](http://www.surewest.com/regulatory), under the heading of “Service Guides.”

**TARIFF SCHEDULES.** Downloadable copies of the effective Schedules made reference to by this Service Guide, 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 may be obtained at a charge by writing to the Company at the address listed on the title page of this Service Guide.

SECTION 2 – GENERAL REGULATIONS

TABLE OF CONTENTS

	<u>Sheet No.</u>
2.1 RULES AND GENERAL REGULATIONS .....	1
2.2 DEFINITIONS .....	1
(A) DEFINITIONS SPECIFIC TO SERVICE GUIDE .....	1

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SECTION 2 - GENERAL REGULATIONS

2.1 RULES AND GENERAL REGULATIONS

For services offered on a detariffed basis pursuant to CPUC Decision No. 07-09-018, the provisions of this Service Guide will apply. See SureWest's General Terms and Conditions set out at Section 1.2 in this Service Guide, or at [www.surewest.com/regulatory](http://www.surewest.com/regulatory).

The Service Guide incorporates by reference and will continue to apply the Rules and General Regulations for the following services as they appear in the SureWest TeleVideo Tariff Schedules identified with them:

<u>Section</u>	<u>SureWest TeleVideo Tariff Schedule CAL. P.U.C. No.</u>
3 LOCAL EXCHANGE SERVICE,	1-T
4 MISCELLANEOUS SERVICE OFFERINGS	1-T
5 DIRECTORY SERVICES	1-T
6 MISCELLANEOUS CHARGES	1-T
7 SPECIAL ARRANGEMENTS AND CONSTRUCTION	1-T
8 211 COMMUNITY INFORMATION AND REFERRAL SERVICE	1-T
9 EMPLOYEE DISCOUNT SERVICE	1-T
10 SPECIAL ACCESS SERVICE	2-T
11 MISCELLANEOUS SPECIAL ACCESS SERVICES	2-T
12 SWITCHED ACCESS SERVICE	2-T
13 INTRASTATE TOLL TELECOMMUNICATIONS SERVICE	3-T
14 OPERATOR SERVICES	3-T
15 INDIVIDUAL CASE BASIS ARRANGEMENTS	1-T, 2-T, 3.T *
16 PROMOTIONAL OFFERINGS	1-T, 2-T, 3.T *

\*as applicable to the specific service or groups of specific service types provided

2.2 - DEFINITIONS

Except as provided herein, Definitions for services offered in this Service Guide on a detariffed basis, pursuant to Decision No. 07-09-018, are located in the following tariff schedules: For Local Exchange Telephone Services (Sections 3-9) see the SureWest Telephone Tariff Schedule CAL. P.U.C. No. 1-L; for Special Access Services (Sections 10-12), see the SureWest TeleVideo Tariff Schedule CAL. P.U.C. No. 2-T; and for Intrastate Toll Services (Sections 13 and 14), see the SureWest TeleVideo Tariff Schedule CAL. P.U.C. No.3-T, as applicable. Definitions not found in any of the above may be defined in the following:

(A) Definitions Specific to Service Guide

RESERVED

SECTION 3 – LOCAL EXCHANGE SERVICE

TABLE OF CONTENTS

	<u>Sheet No.</u>
3.1 GENERAL.....	1
3.2 AVAILABILITY .....	1
3.3 TAXES SURCHARGES AND FEES .....	1
3.4 DISCONTINUANCE.....	1
3.5 Non-Recurring Charges .....	1
3.6 TELECOMMUNICATIONS SERVICE PLANS – DESCRIPTION AND RATES.....	1
3.6.1 RESIDENTIAL RATES.....	2
(A) FEATURE SOLUTION SERVICE PLAN.....	2
(B) MESSAGE SOLUTION SERVICE PLAN.....	2
(C) TOTAL SOLUTION SERVICE PLAN.....	3
(D) ENHANCED PHONE PACKAGE .....	4
(E) ELITE PHONE PACKAGE .....	4
(F) LOCAL SELECT PLAN .....	5
3.6.2 BUSINESS SERVICES .....	6
(A) FLAT RATE BUSINESS LINE .....	6
(B) MEASURED RATE BUSINESS LINE .....	6
(C) LOCAL UNLIMITED .....	6
3.7 LOCAL CALLING AREAS .....	7
3.7.1 SACRAMENTO EXCHANGES .....	7
(A) Sacramento-North .....	7
(B) Sacramento-Main .....	7
(C) Folsom.....	7
(D) Fair Oaks .....	8
(E) Rio Linda.....	8
3.7.2 ELK GROVE EXCHANGES .....	8
3.7.3 LINCOLN EXCHANGES .....	8

## SECTION 3 – LOCAL EXCHANGE SERVICE

### 3.1 GENERAL

The Company offers its Local Exchange Telephone Services for calls originating at the Customer premises only where facilities are available.

### 3.2 AVAILABILITY

The Company's telecommunications service plans listed in Section 3.6.1, Residential Services, are available only to Residence Service Customers. Plans listed in Section 3.6.2, Business Services, are available only to Business Service Customers.

### 3.3 TAXES SURCHARGES AND FEES

Applicable taxes, fees, usage charges, telecommunications and other surcharges, and other applicable governmental or quasi-governmental charges, whether mandatory or discretionary are in addition to the rates and charges herein. Refer to Section 1.7 of this Service Guide.

### 3.4 DISCONTINUANCE

Customers may discontinue any local exchange service upon written or telephonic notice to the Company. In addition, the Company will discontinue a customer's subscription to any telecommunications service plan, as contained in this Service Guide, whenever the Customer otherwise no longer meets eligibility requirements specified for his or her current telecommunications service plan.

### 3.5 Non-recurring Charges

Non-recurring charges, as set forth in Section 6 in this Service Guide, apply to the installation and/or changes to services in this Section.

### 3.6 TELECOMMUNICATIONS SERVICE PLANS – DESCRIPTION AND RATES

Basic Local Exchange Access Line Residence Service is offered by the SureWest TeleVideo Tariff Schedule Cal. P.U.C. 1-T. Basic Exchange Access Line Residence Service includes the basic service elements as defined by D.96-10-066, and as set forth in the Utility's Tariff Schedule Cal. P.U.C. 1-T, Section 2.1.2 (B). Pursuant to Commission Decision No. 07-09-018, bundled services, such as the Telecommunications Service Plans as offered in this Service Guide that include Basic Local Exchange Residential Service as part of the bundled grouping, may be included as a detariffed service in a Carrier's service guide. However, the terms and conditions contained in the Company's tariffs and which are required by law, or by the Commission's orders or decisions for Basic Local Exchange Access Line Residence Service, continue to apply and remain in the SureWest TeleVideo Tariff Schedule Cal. P.U.C. 1-T.

SECTION 3 – LOCAL EXCHANGE SERVICE

3.6 TELECOMMUNICATIONS SERVICE PLANS – DESCRIPTION AND RATES – (Cont'd)

3.6.1 RESIDENTIAL SERVICES

(A) FEATURE SOLUTION SERVICE PLAN\*<sup>1</sup>

The Company's Features Solution Service Plan offers residential customers a Basic Local Exchange Access Line with unlimited calling within the local exchange area, combined with the following Supplemental Services: Speed Calling (8), Three-Way Calling, Last Call Return, Long Distance Alert, Caller ID-Number Only, Call Waiting, Call Waiting ID, Caller ID Blocking, and Selective Call Rejection. Features Solution Service is offered on a flat rate basis at the following rates:

First line:	\$25.00/mo.
Each additional line with Features Solution Service Features:	\$22.00/mo.
Each additional line with Message Solution Service Features:	\$22.00/mo.
Each additional line with Basic Phone Service Features:	\$8.00/mo.

(B) MESSAGE SOLUTION SERVICE PLAN\*<sup>1</sup>

The Company's Message Solution Service Plan offers residential customers a Basic Local Exchange Access Line with unlimited calling within the local exchange area, combined with the following Supplemental Services: One Enhanced Voice Mail Box, Caller ID-Number Only, Call Waiting, Call Waiting ID, Caller ID Blocking, and Selective Call Rejection. Message Solution Service is offered on a flat rate basis at the following rates.

First line:	\$25.00/mo.
Each additional line with Message Solution Service Features:	\$25.00/mo.
Each additional line with Features Solution Service Features:	\$25.00/mo.
Each additional line with Basic Phone Service Features:	\$8.00/mo.

\*<sup>1</sup> Customers with service prior to January 1, 2004 will continue to have Caller ID-With Name until such time they change service plans or disconnect service. Further, this Service grandfathered for existing customers prior to March 1, 2004.

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SECTION 3 – LOCAL EXCHANGE SERVICE

3.6 TELECOMMUNICATIONS SERVICE PLANS – DESCRIPTION AND RATES - (Cont'd)

3.6.1 RESIDENTIAL SERVICES – (Cont'd)

(C) TOTAL SOLUTION SERVICE PLAN\*1

The Company's Total Solution Service Plan offers residential customers a Basic Local Exchange Access Line with unlimited calling within the local exchange area, combined with the following supplemental services: Speed Calling (8), Three-Way Calling, Last Call Return, Long Distance Alert, Call Forwarding, Call Forward Remote Access, One Enhanced Voice Mail Box, Six-Way Conference Calling, Caller ID-Number Only, Call Waiting, Call Waiting ID, Caller ID Blocking and Selective Call Rejection. Total Solution Service is offered on a flat rate basis at the following rates:

First line:	\$37.00/mo.
Each additional line with Total Solution Service Features:	\$31.00/mo.
Each additional line with Message Solution Service Features:	\$22.00/mo.
Each additional line with Features Solution Service Features:	\$22.00/mo.
Each additional line with Basic Phone Service Features:	\$8.00/mo.

\*1 Customers with service prior to January 1, 2004 will continue to have Caller ID-With Name until such time they change service plans or disconnect service. Further, this Service grandfathered for existing customers prior to March 1, 2004.

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SECTION 3 – LOCAL EXCHANGE SERVICE

3.6 TELECOMMUNICATIONS SERVICE PLANS – DESCRIPTION AND RATES – (Cont'd)

3.6.1 RESIDENTIAL SERVICES – (Cont'd)

(D) ENHANCED PHONE PACKAGE\*

The Company's Enhanced Phone Package offers residential customers a Basic Local Exchange Access Line combined with the following supplemental services: Call Waiting with Caller ID Number Only and Last Call Return. Enhanced Phone Package is offered on a flat rate basis at the following rates:

(1) Sacramento Exchange

First line:	\$26.00/mo.
Each additional line:	\$26.00/mo.

(2) Lincoln and Elk Grove Community of Service Area

First line:	\$28.00/mo.
Each additional line:	\$28.00/mo.

(E) ELITE PHONE PACKAGE\*

The Company's Elite Phone Package offers residential customers a Basic Local Exchange Access Line combined with the following services: Call Waiting with Caller ID Number Only, Last Call Return, and Selective Call Rejection. Elite Phone Package is offered on a flat rate basis at the following rates:

(1) Sacramento Exchange

First line:	\$29.00/mo.
Each additional line:	\$29.00/mo.

(2) Lincoln and Elk Grove Community of Service Area

First line:	\$31.00/mo.
Each additional line:	\$31.00/mo.

\*Service grandfathered for existing customers prior to May 10, 2006

SECTION 3 – LOCAL EXCHANGE SERVICE

3.6 TELECOMMUNICATIONS SERVICE PLANS – DESCRIPTION AND RATES – (Cont'd)

3.6.1 RESIDENTIAL SERVICES – (Cont'd)

(F) LOCAL SELECT PLAN

(1) The Company's Local Select Plan offers the following Supplemental Services to the Basic Local Exchange Access Line that is not included as part of this plan: A choice of any three (3), or five (5) compatible Custom Calling Services from the following list of fourteen (14) features: Anonymous Call Rejection, Toll Restriction, Call Forward Remote Access, Call Forwarding, Call Waiting, Caller ID With Name, Caller ID Number Only, Last Call Return, Selective Call Acceptance, Selective Call Forwarding, Selective Call Rejection, Six-Way Conference Calling, Speed Calling (8), Three-Way Calling. Additional Supplemental Services subscribed to beyond the quantity choices in this Plan are available at a discounted rate.

(2) The Local Select Plan is offered to Residential Customers subscribing in parallel to Residential Flat Rate Basic Phone Service Basic Local Exchange Access Line; reference Schedule Cal. P.U.C. 1-T, 3.4.1(A), and to those eligible ULTS Customers subscribing in parallel to Flat Rate Basic Exchange Service; reference Schedule Cal. P.U.C. 1-T, 5.3.1.

- With Three (3) Selected Supplemental Services

each line, per month

- Sacramento Exchange \$4.00

- Lincoln and Elk Grove Community of Service Area \$2.80

- With Five (5) Selected Supplemental Services

each line, per month

- Sacramento Exchange \$8.00

- Lincoln and Elk Grove Community of Service Area \$6.00

- Each Additional Supplemental Service subscribed to in the Local Select Plan

- Sacramento Exchange \$ 2.00

- Lincoln and Elk Grove Community of Service Area \$ 1.60

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SECTION 3 – LOCAL EXCHANGE SERVICE

3.6 TELECOMMUNICATIONS SERVICE PLANS – DESCRIPTION AND RATES – (Cont'd)

3.6.1 RESIDENTIAL SERVICES – (Cont'd)

(G) RESERVED FOR FUTURE USE

3.6.2 BUSINESS SERVICES

(A) FLAT RATE BUSINESS LINE

The Company's Flat Rate Business Line offers business customers unlimited calling within the local exchange area on a flat rate basis.

(1) Sacramento Exchange

Each Line: \$30.00/mo.

(2) Lincoln and Elk Grove Community of Service Area

Each Line: \$30.00/mo.

(B) MEASURED RATE BUSINESS LINE

(1) Sacramento Exchange

Monthly Rate per line: \$15.00

Measured Usage – per minute: .03

(2) Lincoln and Elk Grove Community of Service Area

Monthly Rate per line: \$15.00

Measured Usage – per minute: .03

(C) LOCAL UNLIMITED

The Company's Local Unlimited Plan offers business customers the Flat Rate Business Line with the following services: Call Waiting with Caller ID Number Only, Call Forwarding, Call Forward Remote Access, Last Call Return and Speed Calling (8). This Plan can be upgraded to Caller ID with Name.

(1) Sacramento Exchange

Each Line: \$35.00/mo.

Upgrade to Caller ID with Name,  
Additional, Each Line: \$2.00/mo.

(2) Lincoln and Elk Grove Community of Service Area

Each Line: \$35.00/mo.

Upgrade to Caller ID with Name,  
Additional, Each Line: \$2.00/mo.

SECTION 3 – LOCAL EXCHANGE SERVICE

3.7 LOCAL CALLING AREAS

3.7.1 SACRAMENTO EXCHANGES

- |                        |   |
|------------------------|---|
| (A) Sacramento - North | Citrus Heights<br>Elk Grove<br>Fair Oaks<br>Folsom<br>Meadow View<br>Pleasant Grove<br>South Placer<br>Rio Linda<br>Roseville – Main<br>Sacramento – Main<br>Sacramento – North |
| (B) Sacramento - Main  | Citrus Heights<br>Elk Grove<br>Fair Oaks<br>Folsom<br>Meadow View<br>Rio Linda<br>Roseville – Main<br>Sacramento – Main<br>Sacramento – North                                   |
| (C) Folsom             | Citrus Heights<br>Fair Oaks<br>Folsom<br>South Placer<br>Rio Linda<br>Roseville – Main<br>Sacramento – Main<br>Sacramento – North   |

SECTION 3 – LOCAL EXCHANGE SERVICE

3.7 LOCAL CALLING AREAS – (Cont'd)

3.7.1 SACRAMENTO EXCHANGES – (Cont'd)

(D) Fair Oaks	Citrus Heights Fair Oaks Folsom Rio Linda Roseville – Main Sacramento – Main Sacramento – North
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(E) Rio Linda	Citrus Heights Fair Oaks Folsom Meadow View Pleasant Grove Rio Linda Roseville – Main Sacramento – Main Sacramento – North
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3.7.2 ELK GROVE EXCHANGES

Elk Grove	Courtland Elk Grove Meadow View Sacramento – Main Sacramento – North
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3.7.3 LINCOLN EXCHANGES

Lincoln	Auburn – Main Auburn – North Citrus Heights Colfax
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## SECTION 3 – LOCAL EXCHANGE SERVICE

### 3.7 LOCAL CALLING AREAS

#### 3.7.3 LINCOLN EXCHANGES – (Cont'd)

##### Lincoln – (Cont'd)

Colfax/Weimar  
Fair Oaks  
Folsom  
Georgetown  
Grass Valley – South  
Knights Landing  
Lincoln  
Marysville  
Nicholas  
Pleasant Grove  
Rio Linda  
Robbins  
Roseville  
Sacramento – Main  
Sacramento – North  
Smartsville  
South Placer  
Wheatland

SECTION 4 – MISCELLANEOUS SERVICE OFFERINGS

TABLE OF CONTENTS

	<u>Sheet No.</u>
4.1 CUSTOM CALLING SERVICES .....	1
4.2 INSIDE WIRE PROTECTION SERVICE .....	5

## SECTION 4 –MISCELLANEOUS SERVICE OFFERINGS

The Company offers the following services on an “a la carte” basis at the rates specified when such services are not included as an integral part of one of the Company’s Local Exchange Service.

The Company does not offer access to 900/976 pay-per-call information services. All access to 900/976 services are automatically blocked without an associated fee, and thus, customers need not order 900/976 blocking from the Company.

### 4.1 CUSTOM CALLING SERVICES

**Anonymous Call Rejection:** Prevents incoming calls from ringing if the caller is blocking the display of their phone number. Allows the user to avoid answering calls from unidentified callers. Works with and without Caller ID. May be turned on or off at any time. When on, the caller will hear a recorded message saying that the call will not be accepted unless the restriction is removed.  
\$2.99/mo.

**Auto Redial/Busy Line Redial.** Automatically redials a busy number and rings back when the call goes through.  
\$3.99/mo.

**Call Forward Busy /No Answer.** Allows the End-User to forward all calls to another pre-selected number when the phone is busy or not answered. The End-User can forward calls to another location, telephone answering service, or a voice mailbox. The End-User may also forward calls to one number for busy line conditions, and a different number for “don’t answer” conditions.  
\$3.99/mo.

**Call Forward Remote Access.** Allows the End-User, from a remote location, to direct incoming calls to another number.  
\$3.99/mo.

**Call Forwarding.** Forwards all incoming calls to another number.  
\$3.99/mo.

**Call Trace.** Traces the source of a call. The End-User must contact SureWest Customer Service to obtain this service; a police report must be filed.  
\$5.00/call

## SECTION 4 –MISCELLANEOUS SERVICE OFFERINGS

### 4.1 CUSTOM CALLING SERVICES – (Cont'd)

**Call Waiting.** Allows the End-User to put one call on hold while answering a second one, then to alternate between the two. Any third caller will get a busy signal or be forwarded to voice mail. Call Waiting may be deactivated by pressing a code before dialing a call.

\$4.99 /mo.

**Call Waiting ID.** Allows the End-User to see the number or name of a second incoming call while already on the phone. The End-User must subscribe to Call Waiting and Caller ID-With Name or Caller ID-Number Only before Call Waiting ID can be added. The Call Waiting ID unit must be purchased separately.

No Charge

**Caller ID-With Name.** Allows the End-User to see the name or telephone number, date, and time of the incoming call. If the calling party subscribes to Complete Blocking or invokes Selective Blocking, the information will not be displayed. The Caller ID unit must be purchased separately.

\$7.99/mo.

**Caller ID-Number Only.** Allows End-User to see the telephone number, date and time of the incoming call. If the calling party subscribes to Complete Blocking or invoke Selective Blocking, the information will not be displayed. A Caller ID unit must be purchased separately.

\$4.99/mo.

**Caller ID Blocking.** Prevents someone with Caller ID receiving a call originated from the End-User's number from seeing the End-User's name and/or telephone number. The user can activate or deactivate this feature at will.

No Charge

**Customer Requested Number.** Provides the End-User with a specifically requested vanity telephone number.

Nonrecurring Charge

\$5.00/number

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## SECTION 4 –MISCELLANEOUS SERVICE OFFERINGS

### 4.1 CUSTOM CALLING SERVICES – (Cont'd)

**Hunting.** Hunting service is available to customers with two or more individual telephone lines. The lines are arranged so that incoming calls to a busy line will overflow and ring at another of the Customer's available lines.

Second Number and Each Additional Number in Hunt Group  
\$3.99/mo./line

**Last Call Return.** Offers the End-User the option of automatically dialing the End-User's last missed incoming call. Last Call Return is available under two payment options. Users who subscribe to Last Call Return at a flat rate per month receive unlimited usage. Users who do not subscribe to Last Call Return at a flat rate per month will be billed on a per-call-basis not to exceed a stated maximum per month.

Unlimited Usage Rate - \$3.99/mo.

Per Call - \$0.75/call not to exceed \$6.00/mo.

**Long Distance Alert<sup>1</sup>.** Identifies incoming long-distance calls through a distinctive ring/call waiting tone.  
\$3.00/mo.

**Priority Call.** Provides distinctive ring/call waiting tone for calls from up to ten selected numbers.  
\$3.99/mo.

**Selective Call Acceptance.** Allows the End-User to program the phone to accept only those calls from a specified list of phone numbers for up to ten phone numbers (the "Selective Call Acceptance list"). While on, the phone only calls from those in the End-User's Selective Call Acceptance List will be accepted. All other callers will hear an announcement that the End-User is not accepting calls at this time.  
\$3.99/mo.

**Selective Call Forwarding.** Automatically forwards incoming calls originating from up to ten selected numbers to any telephone number the End-User chooses, and lets the rest ring through. Does not work with Remote Access to Call Forwarding.  
\$3.99/mo.

<sup>1</sup> Long Distance Alert will no longer be offered to new customers and is grandfathered for existing customers as of December 11, 2004.

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SECTION 4 –MISCELLANEOUS SERVICE OFFERINGS

4.1 CUSTOM CALLING SERVICES – (Cont'd)

**Selective Call Rejection.** Allows the End-User to program up to 10 phone numbers that their phone will reject. The last call received can be added to the list whether or not the End-User knows the number. Blocked callers will hear a recording saying that their call will not be accepted.

\$3.99/mo.

**Six-Way Conference Calling.** Allows the End-User to talk to five people in five different places at the same time.

\$5.00/mo.

**Speed Calling (8).** Allows the End-User to assign a one-digit number to each of up to eight of the most frequently called numbers. Speed Calling works from all phones on the premises that are connected to the line equipped with Speed Calling.

\$3.99/mo.

**Speed Calling (30).** Allows the End-User to assign a two-digit number to each of up to thirty of the most frequently called numbers. Speed Calling works from all phones on the premises that are connected to the line equipped with Speed Calling.

\$5.00/mo.

**SureWest Disconnect Forwarding.** Forwards calls placed to a disconnected number to a new number. Measured Rate and/or long distance charges may apply.

<u>Nonrecurring Charge</u>	<u>Recurring Charge</u>
\$20.00	\$5.00/mo.

**Three-Way Calling.** Allows the End-User to talk to two people in two different places at the same time.

\$3.99/mo.

**Toll Restriction**

Total Toll Restriction - Restricts originating calls to toll points outside of the customer's exchange. Allows direct dialed Local and Operator assisted Local calling only.

\$3.99/mo.

## SECTION 4 –MISCELLANEOUS SERVICE OFFERINGS

### 4.2 INSIDE WIRE PROTECTION SERVICE

**Inside Wiring Protection / “Home Guard”** The Company offers Home Guard to residential customers for a monthly recurring charge. For customers subscribed to Home Guard, the Company will determine the source of service trouble and repair or replace defective, damaged, or improperly operating standard inside wire or standard jacks at no additional charge to the Customer.

The Company’s liability to the Customer for damages, regardless of the form of action, shall not exceed the lesser of: 1) actual damages that are proven, or 2) two year’s charge for Home Guard. However, the Company shall not be liable in any way for delay, failure in performance, loss, or damage due to any cause beyond its reasonable control.

Home Guard does not cover the following:

- damage caused by fire or acts of God such as hurricanes, tornadoes, or flooding;
- repair of customer-owned telephone instruments or peripheral equipment such as telecommunications answering machines;
- installation of jacks at new locations on a customer’s premises; or,
- extensions located in detached outbuildings.

#### Inside Wiring Rate

\$1.95/mo\*

\$3.95/mo.

\* Grandfathered rate for existing customers prior to March 11, 2003.

SECTION 5 – DIRECTORY SERVICES

TABLE OF CONTENTS

	<u>Sheet No.</u>
5.1 DIRECTORY LISTINGS.....	1
5.2 DIRECTORY ASSISTANCE .....	2
5.3 NATIONAL DIRECTORY ASSISTANCE (NDA) SERVICE .....	3

## SECTION 5 - DIRECTORY SERVICES

### 5.1 DIRECTORY LISTINGS

The End-User is listed in both the published telephone book and in Directory Assistance (411). One directory listing per phone line is provided at no charge. The second and each additional directory for a phone line will be provided at the following rates:

Primary Directory listing per phone line - No Charge

Each additional directory listing -

<u>Non-recurring Charge</u>	<u>Recurring Charge</u>
\$4.75	\$0.81/mo.

Foreign Directory listing -

<u>Non-recurring Charge</u>	<u>Recurring Charge</u>
\$4.75	\$0.81/mo.

**Line of Information.** Allows the End-User to include a line of information in the White Pages indented under the Primary or an Additional Listing.

<u>Non-recurring Charge</u>	<u>Recurring Charge</u>
\$4.75	\$0.81/mo

**Non-Published Number.** The End-User's telephone number is not listed in the published telephone book and is not available by calling Directory Assistance.

\$1.99/mo.

## SECTION 5 - DIRECTORY SERVICES

### 5.2 DIRECTORY ASSISTANCE

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. Up to two requests may be made on each call to Directory Assistance Service. No call allowance applies.

5.2.1 A Directory Assistance Charge applies for each call, regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number, except as follows:

- Requests for telephone numbers of non-published service.
- Requests in which the Directory Assistance Operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.
- Physically impaired – A service may be exempt from Directory Assistance charges if it is provided for the use of an individual who is unable to use a telephone directory due to visual or other physical limitations. The disabled persons may self-certify as to their physical inability to use telephone directories. Exemption will be granted upon receipt of a completed exemption form certifying the applicant's impairment. When these regulations are met:
  - Residence service may be exempt when a member of a household cannot use the directory due to a certified visual or other physical impairment.
  - An individual access line may be exempt when it is provided to a small business where all owner(s) and employees of the business on the premises have a certified visual or other physical impairment.
  - A business service may be exempt when it is provided to an organization established specifically for the purpose of assisting the visually impaired. Such organizations may employ the services of both sighted and certified visually impaired individuals.

5.2.2 When a customer dials Directory Assistance directly, the following charge applies for the requests in 916, 530, and 209 area codes:

\$0.45/call

Requests for calls outside 916, 530, and 209 area codes are subject to National Directory Assistance (NDA) rates, term and conditions.

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## SECTION 5 - DIRECTORY SERVICES

### 5.3 NATIONAL DIRECTORY ASSISTANCE (NDA) SERVICE

National Directory Assistance (“NDA”) Service provides customers the name, address, telephone number, and code of telephone subscribers outside the 916, 530, and 209 area codes. The NDA information may include Directory Assistance information for anywhere in the United States except for listings that are non-published, non-listed or not found.

- 5.3.1 NDA Service is provided subject to the availability of facilities and is accessed by dialing 411 or such number(s) as the Company may designate.
- 5.3.2 NDA charges apply whether or not a number or listing information is provided, including requests for numbers that are non-published, non-listed or not found.
- 5.3.3 NDA charges will not apply when the request results in the calling party receiving a wrong number, provided the calling party reports the wrong number to the Company.
- 5.3.4 Customers will be charged for each NDA call. A maximum of two requests for listings will be allowed per call.
- 5.3.5 A customer may request both an NDA listing and a listing located within the Customer’s local Directory Assistance area on the same call. The Customer will be charged an NDA per-call charge and a per-call charge for the local Directory Assistance area request.
- 5.3.6 Charges for NDA are not applicable to calls from residential customers who have requested exemption from the Directory Assistance Charge and who have been certified to the Company as being unable to use telephone directories because of a visual or physical handicap.
- 5.3.7 The Company is not liable for any errors or omissions whether arising through negligence or otherwise in the information furnished and the Customer shall save the Company harmless against all claims that may arise from the use of such information.
- 5.3.8 When a customer dials NDA directly, the following charge applies:  
\$1.10/call.
- 5.3.9 Directory Assistance with Call Completion gives a customer the option of completing a call to the telephone number received from the Directory Assistance Operator or NDA Operator without hanging up and originating a new call. A call completion charge component is added in addition to the Directory Assistance per-call charge or the NDA per call charge if the Customer accepts the offer.

Local DA Service Call Completion: \$0.80/call

SECTION 6 – MISCELLANEOUS CHARGES

TABLE OF CONTENTS

	<u>Sheet No.</u>	
6.1	NON-RECURRING CHARGES .....	1
(A)	Service Change Fee .....	1
(B)	Service Conversion Fee .....	1
(C)	Suspend/Restore Fee.....	1
(D)	Telephone Installation .....	1
(E)	Visit Charge .....	1

(T) Item (C) was previously labled (B). Item (D) was labled (C), and Item (E) was labled (D)

SECTION 6 - MISCELLANEOUS CHARGES

6.1 NON-RECURRING CHARGES

(A) **Service Change Fee.** A service change fee applies whenever the Customer adds or otherwise orders a change to existing service that does not require a premises visit. The Service Change may also include with the same order changes to class, type or grade of service. For charges associated only in changes to class, type, or grade of service, see 6.1(B) Service Conversion Fee, following. (T)

\$4.95/Service Change Order

(B) **Service Conversion Fee.** A service conversion fee applies whenever the Customer orders a change to their existing service exclusive to class, type, or grade of service. (N)

\$2.48 /Service Conversion Order (N)

(C) **Suspend/Restore Fee.** A connection charge will apply when the Company reconnects services that have been temporarily disconnected. (T<sup>1</sup>)

\$26.75/line

(D) **Telephone Installation.\*** A non-recurring charge applies when the Company installs new telephone service using existing home wiring. (T<sup>1</sup>)

Residential Service  
\$99.95/line

Business Service

\$49.00/line  
\$85.25/premises visit

(E) **Visit Charge.** Applicable to the charge resulting from the Company repairperson's visit to the customer's premises when a service difficulty is found to be the result of customer-provided equipment and/or facilities, or when the customer requests the Company provide non-system premise telephone wiring installation or repair, including associated jacks on the customer side of the Local Loop Demarcation Point or Intra-building Network Cable Demarcation Point inside wire service. (T<sup>1</sup>)

The Visit Charge shall be consistent with the rates and specifications as set forth SureWest Telephone's Service Guide for Telephone Service, Section 23, but having applicability to SureWest TeleVideo's serving area

\* Telephone Installation will be waived for end-users who subscribe to SureWest TeleVideo Internet and/or Video services.

(T<sup>1</sup>) Item (C) was previously labeled (B). Item (D) was labeled (C), and Item (E) was labeled (D)

SECTION 7 – SPECIAL ARRANGEMENTS AND CONSTRUCTION

TABLE OF CONTENTS

	<u>Sheet No.</u>
7.1 APPLICABILITY .....	1
7.2 BASIS FOR COST COMPUTATION.....	1
7.3 TERMINATION LIABILITY .....	2
7.4 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE .....	2

## SECTION 7 - SPECIAL ARRANGEMENTS AND CONSTRUCTION

### 7.1 APPLICABILITY

Special arrangements will be developed on a case-by-case basis in response to a bona fide special request from the Customer or prospective Customer to develop a competitive bid for a service not generally available under this Service Guide. Rates and charges for special arrangements or special construction will be offered to the Customer in writing and on a non-discriminatory basis. Special arrangements and construction shall be subject to the provisions of General Order 96-B.

Where the Company furnishes a facility or service under a special arrangement or special construction, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

### 7.2 BASIS FOR COST COMPUTATION

Costs for special construction may include one or more of the following items to the extent they are applicable:

- 7.2.1 Cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost may include: installation of equipment and materials provided or used; engineering, labor and supervision during construction; transportation of materials; and rights-of-way required for transmission facilities;
- 7.2.2 Cost of maintenance;
- 7.2.3 Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 7.2.4 Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- 7.2.5 License preparation, processing and related fees;
- 7.2.6 Service Guide, and when required, tariff preparation, processing and other related regulatory fees;
- 7.2.7 Any other identifiable costs related to the facilities provided; and
- 7.2.8 An amount for return and contingencies.

## SECTION 7 - SPECIAL ARRANGEMENTS AND CONSTRUCTION

### 7.3 TERMINATION LIABILITY

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

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

The amount of the maximum termination liability is equal to the estimated cost for installation and operation of the service during its service life. Costs include those items previously listed in Section 7.2.

The applicable termination liability will be calculated based on the following:

- 7.3.1 Multiplying the sum of the amounts determined as set forth in Section 7.2 above by a factor related to the unexpired period of liability and the discount rate for return and contingencies.
- 7.3.2 The amount determined in Section 7.2.1 above shall be adjusted to reflect the predetermined estimate net salvage, if any, including any reuse of the facilities provided.
- 7.3.3 The final termination liability is then adjusted to reflect applicable taxes on regulatory fees.

Special arrangements will be developed on a case-by-case basis in response to a bona fide special request from the Customer or prospective Customer to develop a competitive bid for a service not generally available under this Service Guide. Rates and charges for Special Arrangements or Special Construction will be offered to the Customer in writing and on a non-discriminatory basis. Special arrangements and construction shall be subject tot the provisions of General Order 96-B.

### 7.4 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

SECTION 8 – 211 COMMUNITY INFORMATION AND REFERRAL SERVICE  
ORIGINATION SERVICE

TABLE OF CONTENTS

	<u>Sheet No.</u>
8.1 GENERAL.....	1
8.1.1 APPLICABILITY .....	1
8.1.2 TERRITORY .....	1
8.2 RATES.....	1
8.3 SPECIAL CONDITIONS.....	2
8.3.1 AVAILABILITY .....	2
8.3.2 LIMITATIONS .....	2
8.3.3 RATE REGULATIONS.....	4

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SECTION 8 - 211 COMMUNITY INFORMATION AND REFERRAL SERVICE  
ORIGINATION SERVICE

8.1 GENERAL

8.1.1 APPLICABILITY

211 Service is an Information and Referral service that allows the Company's local exchange end users within the Company's serving area to reach the authorized 211 Service Provider ("211 Service Provider") by dialing an abbreviated telephone number: 2-1-1 (or "211"). 211 Service is an Information and Referral routing service that determines the central office serving the calling party, converts the 211 dialed digits to a Routing Telephone Number ("RTN") and then uses the RTN to complete the call over the public switched network to a call center designated by the 211 Service Provider.

8.1.2 TERRITORY

211 Service is provided to the Company's customers within the Company's exchange area as this area is defined on a map filed as part of the Service Guide.

8.2 RATES

The 211 Service Provider shall pay the recurring and nonrecurring rates and charges set forth below in connection with 211 Service. The prices set forth below do not include any applicable CPUC or FCC mandated charges, or applicable taxes.

	Monthly <u>Rate</u>	Nonrecurring <u>Charge</u>
211 Service	\$15.00	N/A
211 Routing Setup or Change, per 211 Service Provider-requested change	N/A	\$177.00
211 Central Office Charge, per Central Office Switch	N/A	\$475.00

SECTION 8 - 211 COMMUNITY INFORMATION AND REFERRAL SERVICE  
ORIGINATION SERVICE

8.3 SPECIAL CONDITIONS

8.3.1 AVAILABILITY

211 Service is available free of charge to end users from subscriber locations within the Company's exchange area. 211 Service will only be available from coin operated pay telephones that have been correctly programmed by the payphone service providers to allow 211 dialing. 211 Service Provider is responsible for advising payphone service providers of the potential need to reprogram coin-operated pay telephones to allow 211 dialing.

8.3.2 LIMITATIONS

- (A) There can be only one 211 Service Provider for each of the Company's Central Office NPA-NXX (Area Code and Prefix) combinations (each combination is defined as a "211 service area"). This limitation assures that 211 calls from an end user located within a 211 service area can be routed to a unique 211 call center. Typically, the Company will route calls based on the serving central office. The Company will default-route 211-dialed calls to a vacant code message or to a fast-busy signal if 211 Service has not been activated from the caller's serving central office or originating NPA-NXX.
- (B) 211 Service is not available to end users when their basic local dialtone service is disconnected. 211 Service will only be available to PBX and Key switching systems ("Customer Premises Equipment" or "CPE") when those systems have been correctly programmed by the owner of the CPE to allow 211 dialing.
- (C) 211 Service will not complete calls dialed using 0+211 or 1+211, payphone calls from a correctional institution, or operator-assisted calls.

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SECTION 8 - 211 COMMUNITY INFORMATION AND REFERRAL SERVICE  
ORIGINATION SERVICE

8.3 SPECIAL CONDITIONS – (Cont'd)

8.3.2 LIMITATIONS – (Cont'd)

- (D) The 211 Service Provider may designate only one RTN per 211 service area, but may designate different RTNs for different 211 service areas, as follows:
- (1) If the 211 Service Provider utilizes more than one 211 RTN, it must designate the specific stand-alone, host, or remote central offices to be served by each RTN.
  - (2) Only one RTN can serve a Central Office switch NPA-NXX serving area. The RTN requested by the 211 Service Provider can be either a locally-routed number or a toll-free telephone number obtained by the 211 Service Provider from its carrier of choice. If any of the NPA-NXXs in a serving area will incur a toll charge, the RTN must be a toll-free number for that serving area.
  - (3) 211 calls are not permitted where local calling is restricted (e.g., prisons).
- (E) Usage charges for 8YY (toll-free prefix) telephone numbers obtained by the 211 Service Provider and used as RTNs will be billed by the 211 Service Provider's 8YY carrier of choice. Such charges are the responsibility of the 211 Service Provider, and are not covered by the Company's 211 Service, rates and/or charges.
- (F) The 211 Service Provider is responsible for ordering all requisite circuits and customer premises equipment to enable the 211 Service Provider's designated call center(s) to process 211 call volumes in a fashion that meets the 211 Service Provider's internal service-level requirements.

SECTION 8 - 211 COMMUNITY INFORMATION AND REFERRAL SERVICE  
ORIGINATION SERVICE

8.3 SPECIAL CONDITIONS – (Cont'd)

8.3.2 LIMITATIONS – (Cont'd)

(G) The 211 Service Provider is responsible for notifying/educating the public concerning the geographic jurisdiction where the 211 Service is available and its potential uses and benefits.

(H) 211 Service is offered subject to the availability of facilities.

(I) The Company shall not be liable for any loss or damage resulting from any cause beyond its reasonable control, such as, but not limited to, fire, explosion, lightning, flood, earthquake, power surges or failures, strikes or labor disputes, floods, storms, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy (including terrorist acts), delays caused by 211 Service Provider or 211 Service Provider's service or equipment or any other causes beyond the Company's reasonable control. Upon occurrence of any such event and to the extent such occurrence interferes with the Company's provision of 211 Service, the Company shall be excused from performance during the period of such interference provided that it exercises good faith and reasonable efforts to avoid or remove such causes of nonperformance.

8.3.3 RATE REGULATIONS

In addition to the rates and conditions specified herein, all rules, regulations, charges and rates in conjunction with the services furnished elsewhere in the Service Guide are also applicable to the service provided under this schedule.

SECTION 9 – EMPLOYEE DISCOUNT SERVICE

TABLE OF CONTENTS

	<u>Sheet No.</u>
9.1 PURPOSE AND APPLICABILITY .....	1
9.2 AVAILABLE SERVICES AND RATES .....	1
(A) EMPLOYEE LOCAL SELECT PLAN .....	1
(B) EMPLOYEE CALIFORNIA UNLIMITED SELECT PLAN .....	1
(C) EMPLOYEE NATIONAL UNLIMITED SELECT PLAN .....	1
9.3 SPECIAL CONDITIONS.....	2



## SECTION 9 - EMPLOYEE DISCOUNT SERVICE

### 9.3 SPECIAL CONDITIONS

- (A) Employee Discounts are not available for any telephone features or services beyond what is described in this section. Other discounts, as may be available in this Service Guide on services not offered as an Employee discount would still apply.
- (B) If an Employee wishes to upgrade from Basic Voice Mail to Enhanced Voice Mail, there is an additional charge of \$1.00 per month.
- (C) Installation charges are not eligible for Employee Discount. All applicable Non-Recurring Charges and/or installation charges will apply at the applicable rate as set forth in this Service Guide.
- (D) Employee Discount Service may apply to additional lines within the same household for the services listed in this section.
- (E) Employees subscribing to any of the available service offerings in 9.2 above that also subscribe to SureWest's video service will receive an additional discount of \$11.00 per month per subscriber off the Employee Discount Service rates.
- (F) An Employee participating in the Employee Discount Service agrees to electronic notification to a specified e-mail account of the online availability of their monthly bill statement. A paper bill will not be provided to employees participating in Employee Discount Service.

SECTION 10 – SPECIAL ACCESS SERVICE

TABLE OF CONTENTS

	<u>Sheet No.</u>
10.1 GENERAL.....	1
10.2 Transmission Services .....	1

---

## SECTION 10 – SPECIAL ACCESS SERVICE

### 10.1 GENERAL

Special Access Service consists of any of the services offered hereunder, either individually or in combination. The Company offers each service separately.

### 10.2 Transmission Service

10.2.1 The Company offers Transmission Service via its facilities for the transmission of one-way and two-way communications.

10.2.2 The Company furnishes its digital channels over its network for full-duplex transmission of digital signals at operating speeds as follows:

- 2.4 Kbps
- 4.8 Kbps
- 9.6 Kbps
- 19.2 Kbps
- 56.0 Kbps
- 64.0 Kbps (DS-0)
- 1.544 Kbps (DS-1)
- 44.736 Mbps (DS-3)

The rates for the above operating speeds are described in the Rate Schedules. At the Company's option, it may offer digital channels at speeds other than those listed above on an Individual Case Basis ("ICB").

10.2.3 Digital channels furnished by the Company at 1.544 Mbps are interconnections to such channels and equipment interfacing to such channels which shall meet the following characteristics:

Line Rate:	1.544 Mbps + 130 ppm
Line Code 1:	Bipolar (Alternate Mark) Inversion
Line Code 2:	Bipolar 8 zero substitution (B8ZS)
Line Impedance:	100 ohms + 5% balanced
Jitter:	The multiplexer will add not more than 0.3 time slot of rms jitter to a DS-1 signal when looped at the DS-3 point.

SECTION 10 – SPECIAL ACCESS SERVICE

10.2 Transmission Service – (Cont’d)

10.2.4 Digital channels furnished by the Company at 44.736 Mbps are interconnections to such channels and equipment interfacing to such channels which shall meet the following technical characteristics.

Line Rate: 44.736 Mbps + 20 ppm  
Line Code 1: Bipolar with three-zero substitution (B3ZS)  
Line Impedance: 75 ohms (plus or minus) 5 percent unbalanced

10.2.5 Three elements comprise the Transmission Service rates, depending upon the specific service requested and its location:

- (A) The channel termination rate element provides for the termination of the communications path at the Customer designated location at which a channel is terminated.
- (B) The channel mileage rate element is determined by the vertical and horizontal coordinates (“V&H”) method as set forth on the National Exchange Carrier Association (NECA) Tariff, FCC NO. 4. When the calculation results in a fraction of a mile, the total is rounded up to the next whole mile before applying the rate.
- (C) Optional features apply for multiplexing.

10.2.6 Voice Grade Service consists of two types of dedicated voice grade services; one is compatible with 2-wire ground start and loop start equipment and the other with 4-wire E/M signaling equipment. 4-wire supports analog data transmission speeds of up to 19.2 Kbps. The rates for voice grade channels are as follows:

	<u>Monthly Rate</u>	<u>Non-recurring Charge</u>	
		<u>1st</u>	<u>Addl</u>
Channel Termination, Per point of termination			
- 2-wire voice/analog data	\$31.67	\$565.13	\$497.81
- 4-wire voice/analog data	40.20	565.13	497.81
Channel Mileage			
- fixed	23.71		
- per mile	2.06		

SECTION 10 – SPECIAL ACCESS SERVICE

10.2 Transmission Service – (Cont'd)

10.2.7 Digital Data Service provides DS-O capacity on a dedicated access basis at transmission rates of 2.4, 4.8, 9.6, 19.2, 56 and 64Kbps.

	Monthly Rate
Channel Termination	
Per point of termination	
2.4 Kbps	ICB
4.8 Kbps	ICB
9.6 Kbps	ICB
19.2 Kbps	ICB
56.0 Kbps	ICB
64.0 Kbps	ICB
Subsequent, same location	
2.4 Kbps	ICB
4.8 Kbps	ICB
9.6 Kbps	ICB
19.2 Kbps	ICB
56.0 Kbps	ICB
64.0 Kbps	ICB

10.2.8 Fractional T-1 Service is an unchannelized DS-1, available at intermediate Bit rates in increments of either 56 Kbps or 64 Kbps, (e.g., 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, or 768 Kbps), tailored to meet individual customer requirements.

	Monthly <u>Rate</u>	Non-recurring <u>Charge</u>
Channel Termination,		
- per point of termination	ICB	ICB
- subsequent, same location	ICB	ICB
Channel Mileage		
- fixed	ICB	
- per mile	ICB	

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SECTION 10 – SPECIAL ACCESS SERVICE

10.2 Transmission Service – (Cont'd)

10.2.9 DS-1 Service is a dedicated digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital Channels. This service supports voice, analog data, digital data, and video.

	<u>Monthly Rate</u>	<u>Non-recurring Charge</u>
Channel Termination,		
- per point of termination	\$165.94	\$600.69
- subsequent, same location	ICB	600.69
Channel Mileage		
- fixed	118.53	
- per mile	7.59	
Optional Features		
- multiplexing DS-1 to Voice	308.17	
-multiplexing DS-1 to Digital	ICB	

SECTION 10 – SPECIAL ACCESS SERVICE

10.2 Transmission Service – (Cont'd)

10.2.10 DS-3 Service is a dedicated digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 Channels or 672 Voice, Analog Data or Digital Data Channels.

	<u>Monthly Rate</u>	<u>Non-recurring Charge</u>	<u>Addl</u>
Channel Termination,			
- per point of termination	\$2,560.17	\$2,370.53	N/A
- subsequent, same location	ICB		ICB
Channel Mileage			
- fixed	789.86		ICB
- per mile	62.58		ICB
Optional Features			
- multiplexing DS-1 to DS3	379.28	379.28	284.46

## SECTION 10 – SPECIAL ACCESS SERVICE

### 10.2 Transmission Service – (Cont'd)

- 10.2.11 When the Customer reports trouble to the Company for clearance and no trouble is found in the Company facilities, the Customer may be responsible for payment of a service call charge calculated from the time Company personnel are dispatched to the Customer Premise until the work is complete. Refer to the Section 6.1(D) in this Service Guide for charges.
- 10.2.12 The Company may furnish a facility and/or service at rates different from those specified by the Company's Service Guide. When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Service Guide, charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated customers on a nondiscriminatory basis and will be provided subject to any applicable CPUC rules.
- 10.2.13 The Company will determine rates and charges for special construction on an Individual Case Basis, based, in part, upon the costs incurred by the Company and may include (a) non-recurring type charges, (b) recurring type charges, (c) termination liabilities, or (c) combinations thereof.

To the extent that there is no other use requirement, the Customer may incur a termination liability for facilities specially constructed facilities.

The Company will calculate termination liability based on the initial service term for specially constructed facilities.

The amount of the maximum termination liability is equal to the rates and charges established pursuant to this Section.

The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of this charge is obtained by multiplying the sum of the amounts determined as set forth in this Section by a factor related to the unexpired contingencies. This product is then adjusted to reflect applicable taxes.

SECTION 11 – MISCELLANEOUS SPECIAL ACCESS SERVICES

TABLE OF CONTENTS

	<u>Sheet No.</u>
11.1 BILLING NAME AND ADDRESS.....	1
11.1.1 Undertaking of the Company .....	2
11.1.2 Obligation of the Customer .....	2
11.1.3 Usage Rates .....	2

## SECTION 11 - MISCELLANEOUS SPECIAL ACCESS SERVICES

### 11.1 BILLING NAME AND ADDRESS

The Billing Name and Address (“BNA”) provides the billing name and address of an End User who has an Automatic Number Identification recorded by the Customer (interexchange carriers, operator service providers, enhanced service providers and any other provider of interstate telecommunications services) for telecommunications services rendered by the Customer to its End User. The receipt of this information will allow the Customer to provide its own billing to End Users that may not have established a formal relationship with the Customer.

BNA is provided for the sole purpose of permitting the Customer to bill its telephonic communications service to its End Users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone. The Customer may not use BNA information to bill for merchandise, gift certificate, catalogs or other services or products.

#### 11.1.1 Undertaking of the Company

- (A) All requests for information will be by facsimile.
- (B) The Company will specify the format in which requests are to be submitted.
- (C) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company’s records. BNA information will not be provided for those End Users who have requested that their BNA not be disclosed for collect and bill to third party calls.
- (D) The Company will provide the most current BNA information resident in its data base. Due to normal End User account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message originated.

## SECTION 11 - MISCELLANEOUS SPECIAL ACCESS SERVICES

### 11.1 BILLING NAME AND ADDRESS – (Cont'd)

#### 11.1.2 Obligation of the Customer

- (A) With each order for BNA Service, the Customer shall identify the authorized individual, the address, and or the facsimile to receive the BNA information.
- (B) The Customer shall institute adequate internal procedure to insure that BNA information, including that related to “confidential” non-published and non-listed telephone numbers, is used only for the purpose set forth in this Service Guide and that BNA information is available only to those Customer personnel or agents with a need to know the information.
- (C) The Customer shall not publicize or represent to others that the Company jointly participate with the Customer in the development of the Customer’s End User records, account, data bases or market data, records files and data bases or other system it assembles through the use of BNA Service.

#### 11.1.3 Usage Rates

BNA customers will be assessed a per record rate for each BNA record requested. This rate is billed to the Customer on a monthly basis. The BNA per record rate applies regardless of whether the requested telephone number is available in the Telephone Company’s information database.

Per Request Rate \$0.75

SECTION 12 – SWITCHED ACCESS SERVICE

TABLE OF CONTENTS

	<u>Sheet No.</u>
12.1 GENERAL .....	1

## SECTION 12 - SWITCHED ACCESS SERVICE

### 12.1 GENERAL

Except as provided herein, Switched Access Service is provided pursuant to the tariff of SureWest TeleVideo, Schedule Cal. P.U.C. No. 2-T.

SECTION 13 – INTRASTATE TOLL TELECOMMUNICATIONS SERVICES

TABLE OF CONTENTS

	<u>Sheet No.</u>
13.1 SCOPE.....	1
13.2 OPTIONAL SERVICE CHOICES FOR INTRASTATE END USERS .....	1
13.3 RATE SCHEDULES.....	2
13.3.1 Applicability .....	2
13.3.2 General.....	2
13.3.3 IntraLATA and InterLATA Interexchange Toll Telecommunications Service.....	2
13.4 INTEGRATED TELECOMMUNICATIONS SERVICE PLANS.....	3
13.4.1 General.....	3
13.4.2 Discontinuance of Service .....	3
13.4.3 Rate Plans .....	3
(A) Long Distance Plans.....	3
(B) California Unlimited Optional Plan .....	4
(C) National Unlimited Plan, Intrastate Component .....	5
(D) California Unlimited Select Plan .....	6
(E) National Unlimited Select Plan, Intrastate Component .....	7
13.4.4 Rates .....	8
(A) Business and Residence Long Distance Plans .....	8
(B) Residence Only Long Distance Plans .....	8
(C) Business Only Long Distance Plans .....	8

## SECTION 13 - INTRASTATE TOLL TELECOMMUNICATIONS SERVICES

### 13.1 SCOPE

The Company, in the capacity of a nondominant interexchange carrier, undertakes to provide interexchange, interLATA (Local Access and Transport Area) and intraLATA Message Telecommunications Service in accordance with the terms and conditions set forth in this Service Guide, and incorporates by reference and will continue to apply the Rules and General Regulations as they appear in the SureWest TeleVideo Tariff Schedule CAL. P.U.C. No.3-T.

### 13.2 OPTIONAL SERVICE CHOICES FOR INTRASTATE END USERS

The long distance service offerings contained in this Service Guide are all optional. Customers may choose the long distance company of their choice. Rate plans available through this Service Guide may be offered independent of all other rate plans.

If the customer uses the services and incurs charges, then the Taxes and Surcharges referenced in Section xx are mandatory. The following other charges are mandatory if incurred:

- Insufficient Funds Special Handling Fee \*
- Federal Excise Tax
- Emergency Telephone Users Surcharge (9-1-1 Tax)

\* Payments returned for insufficient funds/closed accounts will incur a \$25.00 special handling fee.

## SECTION 13 - INTRASTATE TOLL TELECOMMUNICATIONS SERVICES

### 13.3 RATE SCHEDULES

#### 13.3.1 Applicability

This Section sets forth the rates and charges applicable to the Company's intraLATA and interLATA interexchange toll telecommunications service offerings. The rates and charges are applicable to all intrastate services provided to customers as indicated. The Company's local exchange services are provided pursuant to its Schedule Cal. P.U.C. No. 1-T and/or from this Service Guide.

#### 13.3.2 General

- (A) Individual call charges will be rounded up and billed at the next full penny.
- (B) All billing includes complete call details.
- (C) When billing functions on behalf the Company are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.
- (D) The Company will support an industry standard blocking rate no greater than P.01.

#### 13.3.3 IntraLATA and InterLATA Interexchange Toll Telecommunications Service

The Company offers its intraLATA and interLATA 1+ outbound interexchange toll services only as a component part of its Integrated Telecommunications Service Plans, as set forth in this Service Guide, combining its intraLATA and/or interLATA 1+ outbound interexchange toll services with its local exchange services. Service is offered for calls originating at customer premises only where facilities are available. All rates are time of day and distance insensitive. The minimum billing increment is eighteen (18) seconds. Calls are billed in six (6) second increments with service measured and rounded up to the next higher six-second increment. Completed calls are billed in whole cents, with a fraction of a cent rounded up to the next whole cent.

## SECTION 13 - INTRASTATE TOLL TELECOMMUNICATIONS SERVICES

### 13.4 INTEGRATED TELECOMMUNICATIONS SERVICE PLANS

#### 13.4.1 General

The Company's Integrated Telecommunications Service Plans – its Telephone and Long Distance Plans – are available only to customers who are presubscribed to the Company as their primary carrier for local exchange services, and are offered pursuant to the Company's applicable Integrated Telecommunications Service Plan offering.

#### 13.4.2 Discontinuance of Service

Customers may discontinue any Integrated Service Plan upon written or telephonic notice to Company. In addition, the Company will discontinue a customer's subscription to any Integrated Service Plan when the Company is notified that the Customer has changed his or primary local exchange carrier to a carrier other than SureWest TeleVideo, or whenever the Customer otherwise no longer meets eligibility requirements specified for his or her current Integrated Telecommunications Services Package as set out in the Company's applicable Integrated Telecommunications Service Package offering.

#### 13.4.3 Rate Plans

##### (A) Long Distance Plans

Company's Long Distance Plans offer 1+ outbound switched service for intrastate calling anytime, anywhere and are available only to residence and business customers who are presubscribed to SureWest TeleVideo as their primary carrier for local exchange services.

Long Distance Plans are billed in six (6) second increments with a minimum billing increment of eighteen (18) seconds. After the initial minimum billing increment, usage is measured and rounded up to the next higher six (6) second increment.

The Company's Integrated Telecommunications Service Package is available individually and is available as a part of a Company Bundled Service Offering. The Company's Bundled Service Offerings combine two or more of the following: an integrated telecommunications service package, video services, and data services.

SECTION 13 - INTRASTATE TOLL TELECOMMUNICATIONS SERVICES

13.4 INTEGRATED TELECOMMUNICATIONS SERVICE PLANS – (Cont'd)

13.4.3 Rate Plans – (Cont'd)

(B) California Unlimited Optional Plan

- (1) This optional calling rate plan is designed for voice communications and is available to SureWest TeleVideo Business customers when they are actively subscribed to SureWest TeleVideo for both IntraLATA and InterLATA/ IntraState calling.
- (2) The California Unlimited Optional Plan provides, for a fixed monthly rate to customers with 1 to 9 lines, unlimited directly dialed IntraLATA and InterLATA/IntraState long distance telecommunication services in the State of California.
- (3) The California Unlimited Optional Plan shall not be furnished to any service that is interconnected, physically, acoustically or by any other means, to any other line, facilities or service at the customer's premises to extend a two-point connection beyond the originating station and called station location.
- (4) This plan is provided for the Company's customer only and shall not be used for any purpose for which a payment or other compensation shall be received by the customer from any other person, firm, or corporation for such use.
- (5) Person-to-person, collect, conference, third-number billed, toll station, or any other calls requiring operator handling (including operator-handled calling card calls) are not included in this plan, and will be billed at the applicable rate for the type of call. Refer to Section 14 of this Service Guide for applicable rates.
- (6) Toll-restricted access lines will not be eligible for the California Unlimited Optional Plan.

SECTION 13 - INTRASTATE TOLL TELECOMMUNICATIONS SERVICES

13.4 INTEGRATED TELECOMMUNICATIONS SERVICE PLANS – (Cont'd)

13.4.3 Rate Plans – (Cont'd)

(B) California Unlimited Optional Plan – (Cont'd)

(7) The California Unlimited Optional Plan applies to:

- (a) Sent-paid messages dialed and completed by customers from individual access line service without operator assistance.
- (b) Sent-paid messages dialed and completed by customers from individual access line service with operator assistance where:
  - (i) Utility conditions cause unsuccessful dial attempts;
  - (ii) The customer indicates they are handicapped and unable to dial; or
  - (iii) Sent-paid messages re-established after a service failure on a customer call.
  - (iv) The California Unlimited rate plan is available only on the Billed Telephone Numbers (BTNs) billed to the customer of record.

(C) National Unlimited Plan, Intrastate Component

- (1) National Unlimited Plan, Intrastate Component represents the Intrastate portion of the National Unlimited Plan for Business and Residence customers. The National Unlimited Plan must contain both the Intrastate and Interstate components and shall not be purchased separately under this plan.
- (2) The conditions for National Unlimited Plan, Intrastate Component are the same as those described in (2) above for California Unlimited, but for both Business and Residence customers.

## SECTION 13 - INTRASTATE TOLL TELECOMMUNICATIONS SERVICES

### 13.4 INTEGRATED TELECOMMUNICATIONS SERVICE PLANS – (Cont'd)

#### 13.4.3 Rate Plans – (Cont'd)

##### (D) California Unlimited Select Plan

- (1) The California Unlimited Select Plan is designed for voice communication and is available to residence customers that subscribe to SureWest TeleVideo for both IntraLATA and InterLATA/Intrastate calling.
- (2) The California Unlimited Select Plan provides, for a fixed monthly rate to customers, unlimited directly dialed IntraLATA and InterLATA/Intrastate Residential Interexchange Service calls.
- (3) The California Unlimited Select Plan is available to the residence customer when the residence customer is actively subscribed to any of the following Product Grouping services from this Service guide:
  - Local Select Plan
- (4) Upon disconnection of any of the above Product Groupings, the California Unlimited Select Plan will convert to the Basic Long Distance Plan, as designated in Section 3.6.1(A) of this Service Guide.
- (5) The California Unlimited Select Plan cannot be used in conjunction with other discounts or calling plans from SureWest TeleVideo.
- (6) The California Unlimited Select Plan shall not be furnished to any service that is interconnected, physically, acoustically or by any other means, to any other line, facilities or service at the customer's premises to extend a two-point connection beyond the originating station and called station location.
- (7) The California Unlimited Select Plan is provided for the Company's customers only and shall not be used for any purpose for which a payment or other compensation shall be received by the customer from any other person, firm, or corporation for such use.

## SECTION 13 - INTRASTATE TOLL TELECOMMUNICATIONS SERVICES

### 13.4 INTEGRATED TELECOMMUNICATIONS SERVICE PLANS – (Cont'd)

#### 13.4.3 Rate Plans – (Cont'd)

##### (D) California Unlimited Select Plan – (Cont'd)

- (8) Person-to-person, collect, conference, third-number billed, toll station, or any other calls requiring operator handling (including operator-handled calling card calls) are not included in this plan, and will be billed at the applicable rate for the type of call. Refer to Section 14 of this Service Guide for applicable rates.
- (9) Toll-restricted access lines will not be eligible for the California Unlimited Select Plan.

##### (E) National Unlimited Select Plan, Intrastate Component

- (1) Available to residence customers, the National Unlimited Select Plan, Intrastate Component on the Plan, represents the Intrastate-calling portion on National Unlimited Select Plan. The National Unlimited Select Plan must contain both the Intrastate and Interstate components and shall not be purchased separately under this plan.
- (2) The conditions for the National Unlimited Select Plan are the same as those described in (4) above for the California Unlimited Select Plan.

NOTE: The following condition is grandfathered and applicable to existing customers prior to March 11, 2003:

Customers subscribing to the Company's Integrated Telecommunications Service Package as part of a bundled service offering combining all three service – telecommunications, video, and data – and who have no unpaid invoices over thirty (30) days old will receive a credit on the first and each subsequent invoice against the Customer's interexchange toll minutes of use for that invoice period, in an amount equal to the Company's per minute usage charge multiplied by the Customer's interexchange (intrastate, interstate, or a combination of the two) toll minutes of use for up to 100 minutes of use during that invoice period. Credits are issued per invoice period and unused credit may not be carried over to any other invoice period.

SECTION 13 - INTRASTATE TOLL TELECOMMUNICATIONS SERVICES

13.4 INTEGRATED TELECOMMUNICATIONS SERVICE PLANS – (Cont'd)

13.4.4 Rates

	<u>Initial 18 Second Increment Per Call</u>	<u>Each Add'l 6 Second Increment Per Call</u>	<u>Monthly Rate</u>
(A) Business and Residence Long Distance Plans			
(1) Basic Long Distance Plan	\$0.057	\$0.019	--
(2) Long Distance Plan 2	0.027	0.009	\$3.00
(3) Long Distance Plan 3			
• 0-200 minutes	--	--	5.00
• 201+ minutes	0.024	0.008	--
(4) Long Distance Plan 4			
• 0-500 minutes	--	--	\$10.00
• 501+ minutes	0.024	0.008	--
(B) Residence Only Long Distance Plans			
(1) California Unlimited Select Plan	--	--	\$9.99
(2) National Unlimited Select Plan, Intrastate Component	--	--	\$9.99
(3) National Unlimited Plan, Intrastate Component	--	--	\$6.00
(C) Business Only Long Distance Plans			
(1) California Unlimited Optional Plan (Intrastate Calls only)	--	--	\$7.00
(2) National Unlimited Plan, Intrastate Component	--	--	\$7.00

SECTION 14 – OPERATOR SERVICES

TABLE OF CONTENTS

	<u>Sheet No.</u>
14.1 SERVICES AND RATES .....	1
(A) Station-to-Station Calls .....	1
(B) Person-to-Person Calls .....	1
(C) Third Number Billed Calls.....	1
(D) Collect Calls .....	2
(E) Busy Line Verification .....	2
(F) Emergency Interrupt Service .....	2

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## SECTION 14 – OPERATOR SERVICES

### 14.1 SERVICES AND RATES

Operator assisted local and toll calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized third party number, to the originating line, to a valid authorized calling card, or to a commercial credit card. Calls may be placed on a station-to-station basis or to a specified party (see Person-to-Person), or designated alternate. Usage charges for operator assisted calls are those local or toll usage charges that would normally apply to the Customer's service. Note, Directory Assistance can be found in Section 5 of this Service Guide. In addition to usage and other charges that apply to operator assisted calls, each operator assisted call will be assessed a charge(s) as follows:

- (A) **Station-to-Station Calls.\*** Provides operator assistance in making a telephone call to a specified telephone number.

\$3.45/call

- (B) **Person-to-Person Calls.** Provides operator assistance in making a telephone call to a specified person at a specified telephone number.

\$4.35/call

- (C) **Third Number Billed Calls.** Provides operator assistance in billing a call originated from one number to a third telephone number that is not the terminating number.

Station-to-Station Third Number Billed Calls

\$3.45/call

Person-to-Person Third Number Billed Calls

\$4.35/call

- \* Station-to-Station Surcharge does not apply to customers identified as being visually or physically impaired or who use the California Relay Service communication assistant to complete a call between a TDD and a non-TDD telephone.

## SECTION 14 – OPERATOR SERVICES

### 14.1 SERVICES AND RATES – (Cont'd)

- (D) **Collect Calls.** Provides operator assistance in billing a call originated from one number to the terminating number.

Station-to-Station Collect Calls

\$3.45/call

Person-to-Person Collect Calls

\$4.35/call

- (E) **Busy Line Verification.** Upon request of a calling party, the operator will verify a busy condition on a called line. The operator will determine if the line is clear or in use and report to the calling party.

\$3.50/call

- (F) **Emergency Interrupt Service.** Upon request of a calling party, the operator will interrupt the call on the called line only if the calling party indicates an emergency. A charge will apply when:

- (1) The operator verifies that the line is busy.
- (2) The operator verifies that the line is available for incoming calls.
- (3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. The Busy Line Verification charge applies in addition to Emergency Interrupt service charge.

The Customer shall indemnify and hold the Company harmless against all claims that may arise for either party to the interrupted call or any person. Charges for verification and interruption may be billed to a third number or a calling card.

\$2.00/call

SECTION 15 – INDIVIDUAL CASE BASIS ARRANGEMENTS

TABLE OF CONTENTS

	<u>Sheet No.</u>
15.1 SCOPE.....	1

## SECTION 15 – INDIVIDUAL CASE BASIS ARRANGMENTS

### 15.1 SCOPE

The Company may furnish a facility and/or service at a rate or charge different from those specified in the Company's Service Guide. Charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated subscribers on a non-discriminatory basis. Such arrangements will be specified by contract between the Company and the Customer, pursuant to CPUC rules for such arrangements.

SECTION 16 – PROMOTIONAL OFFERINGS

TABLE OF CONTENTS

	<u>Sheet No.</u>	
16.1	1	SCOPE.....
16.2	1	APPLICABILITY .....
16.3	1	PROMOTIONAL OFFERINGS .....
	1	(A) Residence Save Offer.....
	2	(B) RGU Add Promotion .....

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## SECTION 16 – PROMOTIONAL OFFERINGS

### 16.1 SCOPE

The Company may waive and/or discount specific rates and/or charges set forth in this Service Guide for Residential and Business customers, provide credits based on meeting certain conditions, offer services under different terms and conditions, or offer other incentives to purchase services contained in this Service Guide as specified in the offer. Such discounts may have variable terms of applicability and expiration dates.

### 16.2 APPLICABILITY

Applicable to promotional offerings of Telephone, Special Access, and Intrastate Toll telecommunications services as specified in this section of the Service Guide.

### 16.3 PROMOTIONAL OFFERINGS

#### (A) Residence Save Offer

Beginning April 26, 2010, and ending May 31, 2010, inclusive, the Residence Save Offer (the “Offer”) will be offered to residence customers contacting the Company to disconnect one or more residence access lines and when the customer is in good credit standing with the Company.

This Offer consists of the Company applying to the Customer’s monthly bill statement, for a maximum a twelve (12) continuous months, a \$13.99 monthly credit for each residence access line subscribing to the following required services: (A) Residential Local Exchange Service; having (B) an associated Local Select Plan; and (C) the National Unlimited Select Plan, Intrastate Component Optional Plan, all of which are described in this Service Guide.

If the customer disconnects an applicable line or required services under this Offer before the next bill period date in which a credit is due, any further credit available under this Offer will cease. Further, if the customer moves their service from its current location, any further credit available under the Offer will cease.

Customers must have the required services for 30 days to receive the benefit of this Offer.

This Offer cannot be combined with any other line retention offer or promotion that provides a monthly recurring discount.

(N)

(N)

SECTION 16 – PROMOTIONAL OFFERINGS

16.3 PROMOTIONAL OFFERINGS – (Cont'd)

(N)

(B) RGU Add Promo

Beginning May 1, 2010, and ending July 28, 2010, inclusive, the RGU Add Promo (the “Promotion”) will be offered to existing residence customers who are in good credit standing with SureWest and that do not currently subscribe to the Company’s access line service, but do actively subscribe to Data and Video service provided by SureWest with at least 30 days of uninterrupted service of those services.

This Promotion consists of the Company applying to the customer’s monthly bill statement, for a maximum a twelve (12) continuous months, a \$10.00 monthly credit when the customer newly subscribes to each of the following required services: (A) Residential Local Exchange Service; having (B) an associated Local Select Plan; and (C) the National Unlimited Select Plan, Intrastate Component Optional Plan, all of which are described in this Service Guide. SureWest provided Data and Video service are also required services as part of this promotion.

If the customer disconnects any of the required services under this Promotion before the next bill period date in which a credit is due, any further credit available under this Promotion will cease. Further, if the customer moves their service from its current location, any further credit available under this Promotion will cease.

Customers must have the required services for 30 days to receive the benefit of this Promotion.

This Promotion cannot be combined with any other offer or promotion that provides a monthly recurring discount.

(N)