

SERVICE GUIDE

Applicable to

INTRASTATE LONG DISTANCE TELEPHONE SERVICE

Within

THE STATE OF CALIFORNIA

Issued By

SUREWEST LONG DISTANCE

(Name of Utility)

U-5817-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.

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SECTION 1 - PRELIMINARY STATEMENT

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SECTION 1 - PRELIMINARY STATEMENT

1.1 IMPORTANT INFORMATION FROM SUREWEST LONG DISTANCE

Effective January 1, 2010, prices, service descriptions, and terms and conditions for most California retail telecommunications services provided by SureWest Long Distance (“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**. 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**, 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**.

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.

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)

- 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.
- 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, 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 the service offerings, rates, rules, terms and conditions of the Company applicable to its provision of furnishing interLATA and intraLATA intrastate long distance telecommunication services in the State of California provided by SUREWEST LONG DISTANCE offered on a detariffed basis pursuant to Decision No. 07-09-018, telecommunication services in the State of California provided by the Company.

The Company is authorized by the California Public Utilities Commission (CPUC) to provide interLATA and intraLATA service within the State of California, and offers these services on a full-period, 24 hour, round-the-clock basis, seven days a week.

1.4 AVAILABILITY OF SERVICE GUIDE AND TARIFF SCHEDULES

SERVICE GUIDE. Services formerly tariffed and now offered on a detariffed basis, along with services introduced new 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, 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, 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.

1.5 BASIC AND 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. The Company does not offer basic access line service or functional equivalents. Each rate plan available through this Service Guide is offered independent of all other rate plans. Customers may select any of the rate plans listed without subscribing to any other SureWest Long Distance Service. Long distance services can be added, changed, or canceled at anytime by contacting the Company by methods listed in this Service Guide, Section 1.8. Services are located and described in the Company's Service Guide, along with rates for Business or Residential customers. In addition to the above;

- (A) Individual call charges will be rounded up and billed at the next full penny.
- (B) All billing is monthly. Invoices are payable upon receipt.
- (C) All billing includes complete call details.

SECTION 1 - PRELIMINARY STATEMENT

1.6 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

SECTION 1 - PRELIMINARY STATEMENT

1.7 SERVICE AREA MAP

The Company has been granted authority by the CPUC to provide interLATA and intraLATA telecommunications services within the State of California.

(Map of California)



SECTION 1 - PRELIMINARY STATEMENT

1.8 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 Long Distance Tariff Schedule Cal. P.U.C. No. 1-T, Section 5.

If the customer uses the services and incurs charges, then Taxes Surcharges and Fees are mandatory. In addition to the preceding, the following other charges are mandatory when service is incurred:

Insufficient Funds Special Handling Fee, as set forth in Section 2.4.11(G)

Federal Excise Tax The Federal Excise Tax is administered by the Internal Revenue Service (IRS). Information about this tax can be found at: <http://www.irs.gov/pub/irs-pdf/p510.pdf>. Or, you may contact the IRS at the following address: Internal Revenue Service, Excise Tax Branch, 1111 Constitution Avenue, Washington, D.C. 20224

Emergency Telephone Users Surcharge (9-1-1 Tax) Questions about this surcharge tax and/or registration should be directed to the Board of Equalization, Excise Taxes Division, at 800-400-7115, or P.O. Box 942879, Sacramento, CA 94279-0056)

SECTION 1 - PRELIMINARY STATEMENT

1.9 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 Long Distance tariff Schedule Cal. P.U.C. No. 1-T, available at www.surewest.com/regulatory.

1.10 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 2 - GENERAL REGULATIONS

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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.

2.2 ABBREVIATIONS

ANI -Automatic Number Identification
CHCF -California High Cost Fund
CIC -Carrier Identification Code
IC -Interexchange Carrier
LATA -Local Access and Transport Area
MOU -Minutes of Use
MTS -Message Telecommunications Service
NPA -Numbering Plan Area
NTS -Non-Traffic Sensitive
NXX -Three Digit Central Office Code
SWC -Serving Wire Center

2.3 DEFINITIONS

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

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

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

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

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

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

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

SECTION 2 - GENERAL REGULATIONS

2.3 DEFINITIONS – (Cont'd)

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

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

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

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

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

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

Detariffed Service Guide - (See Service Guide)

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

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

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

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

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

Service Guide - Service Guides are documents that contain the description, prices, and other terms and conditions for services that are not contained in a Tariff, as authorized in D.07-09-018.

SECTION 2 - GENERAL REGULATIONS

2.4 UNDERTAKING OF THE COMPANY

2.4.1 Scope

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

2.4.2 Priority of Service

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

2.4.3 Limits of Liability

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

SECTION 2 - GENERAL REGULATIONS

2.4 UNDERTAKING OF THE COMPANY – (Cont'd)

2.4.3 Limits of Liability – (Cont'd)

(D) (Cont'd)

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

SECTION 2 - GENERAL REGULATIONS

2.4 UNDERTAKING OF THE COMPANY – (Cont'd)

2.4.4 Temporary Suspension for Repairs

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

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

2.4.5 Errors in Transmitting, Receiving Messages

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

SECTION 2 - GENERAL REGULATIONS

2.4 UNDERTAKING OF THE COMPANY – (Cont'd)

2.4.6 Facilities of Other Companies

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

2.4.7 976 Service Call Blocking

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

2.4.8 Establishment and Re-Establishment of Credit

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

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

2.4.9 Deposits and Advance Payments

- (A) The Company reserves the right to require a deposit or usage prepayment equal to at least one month's usage of the customer's previous carrier and up to two (2) months of estimated usage based upon the Company's determination of the customer's credit worthiness. In the event that customer's usage of the service in any given month exceeds its deposit, the Company reserves the right to increase the amount of the deposit to equal two (2) times the customer's highest monthly usage of the service.

SECTION 2 - GENERAL REGULATIONS

2.4 UNDERTAKING OF THE COMPANY – (Cont'd)

2.4.9 Deposits and Advance Payments (Cont'd)

- (B) The Company will compute simple interest on deposits at the rate of 7/12 of 1 percent per month for each full month deposits are held. In the event of cancellation, the deposit plus accumulated interest will be applied toward the customer's final bill and any remainder will be returned within thirty (30) days after the service is discontinued. All deposits will be returned to customers at the end of one (1) year if payments have been made for one (1) full year on a prompt and timely basis.

2.4.10 Notices

- (A) Any notice (bill inserts, bill annotations, and/or notices) the Company may give to a customer is satisfied by one or a combination of the following means: bill inserts; notices printed on bills; separate notices sent by first-class mail, or by e-mail to a customer who consents to receive bills or notices from the carrier by e-mail. Notice by first-class mail is complete when the document is deposited in the mail, and notice by e-mail 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.

2.4.11 Rendering and Payment of Bills

- (A) Billing periods are monthly. The billing date is dependent on the billing cycle assigned to the customer. Bills shall be based on the rates in effect at the time the service was used.
- (B) Bills are due and payable upon receipt. The total invoiced amount must be paid within twenty-two (22) days of the invoice date. The Company may elect to give customers written notice that after seven (7) days from such notice, or after such longer period as the Company provides, customer's right to continued use of the service shall be suspended until all payments have been made in full and the Company shall have the right to take such steps as are necessary to terminate customer's access to the service. Customer's service may be terminated if service is not paid for by the 45th day past the billing date.

SECTION 2 - GENERAL REGULATIONS

2.4 UNDERTAKING OF THE COMPANY – (Cont'd)

2.4.11 Rendering and Payment of Bills (Cont'd)

- (C) If payment is not received by the payment date, the late payment charge of 1.5% will apply to the entire unpaid balance for each month or portion thereof that an outstanding balance remains. (Exemption to the late payment charge: bills under \$20.00)
- (D) Bills may be paid by mail or in person at the business office of the Company. All charges for services are payable only in U.S. currency. Payments may be made by cash, check, money order or cashiers check.
- (E) The Company is not responsible for local telephone charges incurred by the customer in gaining access to the Company's network.
- (F) A bill shall not include any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third-party calls, and "Error file" calls (those which cannot be billed, due to the unavailability of complete billing information to the Company) which shall have a six-month back billing period. In cases of toll fraud, a back billing period of 3 years will apply.
- (G) Payments returned for insufficient funds/closed accounts will incur a \$20.00 special handling fee.

SECTION 2 - GENERAL REGULATIONS

2.4 UNDERTAKING OF THE COMPANY – (Cont'd)

2.4.12 Disputed Bills

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

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

The address of the C.P.U.C. is:

California Public Utilities Commission
State Building
505 Van Ness Avenue
San Francisco, CA 94102

- (C) To avoid disconnection of service, the customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with the CPUC. The disputed amount must be made payable to the CPUC.
- (D) The CPUC will review the claim of the disputed amount, communicate the results of its review to the customer and the Company, and make an appropriate disbursement of the deposited amount.

SECTION 2 - GENERAL REGULATIONS

2.4 UNDERTAKING OF THE COMPANY – (Cont'd)

2.4.13 Reason for Discontinuance of Service

(A) Customer Request

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

(B) Nonpayment of Bills

Service may be denied to the customer providing the bill has not been paid and the customer has been given due notice as described in 2.4.11. The Company will not initiate service denial on any Saturday, Sunday or legal holiday or at any time during which business offices are not open to the public.

(C) Abandonment of service.

(D) Fraudulent or unauthorized use.

(E) Violation of Company Service Guides

2.4.14 Restoration of Service

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

2.4.15 Information to be Provided to the Public

A copy of this Service Guide will be available for public inspection in the Company's business office during regular business hours.

SECTION 2 - GENERAL REGULATIONS

2.5 RELEASE OF INFORMATION

2.5.1 Credit Information and Calling Records

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

"APPENDIX B"

Release of Credit Information and Calling Records¹

(A) DEFINITIONS

(1) Credit Information

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

(2) Calling Records

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

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

SECTION 2 - GENERAL REGULATIONS

2.5 RELEASE OF INFORMATION – (Cont'd)

2.5.1 Credit Information and Calling Records – (Cont'd)

(B) Release of Subscriber Credit Information and Calling Records

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

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

(C) Notification to the Customer

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

SECTION 2 - GENERAL REGULATIONS

2.5 RELEASE OF INFORMATION – (Cont'd)

2.5.1 Credit Information and Calling Records – (Cont'd)

(D) Deferral of Notification

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

SECTION 2 - GENERAL REGULATIONS

2.5 RELEASE OF INFORMATION – (Cont'd)

2.5.1 Credit Information and Calling Records – (Cont'd)

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

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

(F) Retention of Records

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

2.5.2 Legal Requirements for Refusal or Discontinuance of Service

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

"APPENDIX B"

- "1. Any telecommunications company operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing, shall be a finding that there is probable cause to believe not only that the subject's telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result."

SECTION 2 - GENERAL REGULATIONS

2.6 USE

2.6.1 Unlawful and Abusive Use

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

Abusive use includes:

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

2.6.2 Use of Service

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

2.7 PROMOTIONAL OFFERINGS

From time to time the Company may offer certain special promotions to its customers. These offerings may be limited to certain dates, times and locations.

2.6 CONTRACTS OR AGREEMENTS

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

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

Each such contract or agreement shall contain a provision indicating the understanding of the parties that: This contract or agreement shall at all times be subject to such changes or modifications as the Public Utilities Commission of the State of California may from time to time direct in the exercise of its jurisdiction.

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE ("MTS")

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SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE ("MTS")

3.1 DESCRIPTION OF SERVICE

- (A) MTS is interexchange service that utilizes switched access facilities to both originate and terminate the call. The customer will use one of two dialing patterns to gain access to the Company's network.

The customers who have selected Surewest Long Distance as their primary interexchange carrier will have their line(s) programmed by the local telephone company to automatically route 1+ interLATA/intraLATA calls to the Company's network.

- Customers may use Surewest Long Distance as a casual caller, by dialing 10111 and then the called number where such access is allowed.

- (B) Customers may terminate MTS calls to all locations within the state of California. Operator Assistance and Directory Assistance are available to MTS customers.

3.2 RATE DESIGNS

3.2.1 Direct Dial Service

- (A) Direct Dial Service is a measured non-distance sensitive, non-time of day sensitive calling plan for business and residential customers and casual callers. Rates for Direct Dial Services are set forth in Section 6.1.1 following.
- (B) After the first 30 seconds, all business usage rates will be applied in six (6) second (1/10th of one minute) increments. Any portion of a six second increment, after the first 30 seconds, will be rounded upward to the next increment. Calls under 30 seconds will be rounded to 30 seconds.
- (C) All residential usage rates will be applied in one minute increments. Any portion of a one minute increment will be rounded upward to the next increment.

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE ("MTS")

3.2 RATE DESIGNS (Cont'd)

3.2.2 Operator Services

Operator Services are provided for calls that require operator assistance. Rates for operator handled calls are set forth in Section 6.1.3 following.

3.2.3 Directory Assistance

- (A) Directory Assistance Service provides the calling party with the requested telephone number and address information. Directory Assistance Service will advise the customer if the requested telephone number cannot be found or if the number is non-published.
- (B) Rates for Directory Assistance Services are set forth in 6.1.4 following.
- (C) 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.

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE ("MTS")

3.2 RATE DESIGNS (Cont'd)

3.2.3 Directory Assistance (Cont'd)

(C) (Cont'd)

- 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.

- (D) Directory Assistance with Call Completion gives a customer the option of completing a call to the telephone number received from the Directory Assistance Operation or NDA Operator without hanging up and originating a new call.

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE ("MTS")

3.2 RATE DESIGNS (Cont'd)

3.2.4 Verification Interrupt

(A) Where facilities and operating conditions permit, the Company's toll operators may verify a busy line condition and/or interrupt a conversation in progress at the calling party's request. The operator will notify the customer at the time the request is made of the applicable charges. No charge will apply to the following:

- (1) When the operator finds the called number to be out of order.
- (2) To place a call to or from any public agency whose responsibility it is to provide or render emergency aid.

3.2.5 Coin Sent Paid Service

Payphone Service Providers using Surewest Long Distance service will be charged as described in Section 4.1.6 following for coin sent paid calls. The charges will be applied on a per minute basis, plus operator handled surcharge as applicable, plus tax.

3.3 RATE PLANS

3.3.1 Reserved

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE ("MTS")

3.3 RATE PLANS - (Cont'd)

3.3.2 Optional Calling Plans

(A) Basic Residential Optional Plan

- (1) This optional calling plan is available to residence customers of SureWest Long Distance.
- (2) Direct dialed Intrastate Residential Interexchange Service calls are discounted as described in Section 4.1.7(A)(2) of this Service Guide.
- (3) A monthly rate is applied per account as designated in Section 4.1.7(A)(1) of this Service Guide.
 - (a) The monthly Intrastate Basic Residential Option Plan charge is waived and the corresponding Interstate calling plan charge takes precedence when the customer is subscribed to the corresponding Interstate calling plan.
- (4) This plan cannot be used in conjunction with other discounts or calling plans.

(B) Discounted Residential Optional Plan

- (1) This optional calling plan is available to residence customers of SureWest Long Distance.
- (2) Direct dialed Intrastate Residential Interexchange Service calls are discounted as described in Section 4.1.7(B)(2) of this Service Guide.

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE ("MTS")

3.3 RATE PLANS - (Cont'd)

3.3.2 Optional Calling Plans – (Cont'd)

(B) Discounted Residential Optional Plan (Cont'd)

- (3) A monthly rate is applied per account as designated in Section 4.1.7(B)(1) of this Service Guide.
 - (a) The monthly Intrastate Discounted Residential Option Plan charge is waived and the corresponding Interstate calling plan charge takes precedence when the customer is subscribed to the corresponding Interstate calling plan.
- (4) This plan cannot be used in conjunction with other discounts or calling plans.
- (5) The Discounted Residential Optional Plan monthly rate will automatically apply when any of the following from SureWest Telephone's Product Grouping services, Schedule Cal. P.U.C. No. A10, are actively subscribed to:
 - (a) Advantages
 - (b) Family Advantage
 - (c) Home Office Advantage

Upon disconnection of any of the above Product Groupings, the Discounted Residential Optional Plan will convert to the Basic Residential Optional Plan rate, as designated in Section 4.1.7(A) of this Service Guide.

(C) Business Advantage 8.8

- (1) This optional calling plan is available to business customers of SureWest Long Distance.

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE ("MTS")

3.3 RATE PLANS - (Cont'd)

3.3.2 Optional Calling Plans – (Cont'd)

(C) BusinessAdvantage 8.8 (Cont'd)

- (2) Direct Dialed Intrastate Business Interexchange Service calls are discounted as described in Section 4.1.7(C)(2) of this Service Guide.
- (3) A monthly rate is applied per account as designated in Section 4.1.7(C)(1) of this Service Guide. The monthly rate per account is waived when the following condition(s) is/are met:
 - (a) The monthly Intrastate BusinessAdvantage 8.8 rate is waived and the corresponding Interstate calling plan rate takes precedence when the customer is subscribed to the corresponding Interstate calling plan.
 - (b) The monthly Intrastate Business Advantage 8.8 rate is waived when the small business service customer is actively subscribed to the qualifying SureWest Telephone Small Business Product Grouping with the Small Business Local/Zone Calling 24-month Plan upgrade, as described in SureWest Telephone's Service Guide, Section Nos. A10.2(H) and A10.3(H). There is no early termination fee associated with the Business Advantage 8.8 optional calling plan.
- (4) This plan cannot be used in conjunction with other discounts or calling plans.

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE ("MTS")

3.3 RATE PLANS - (Cont'd)

3.3.2 Optional Calling Plans – (Cont'd)

(D) BusinessAdvantage 3.9

- (1) This optional calling plan is available to business customers of SureWest Long Distance.
- (2) Direct Dialed Intrastate Business Interexchange Service calls are discounted as described in Section 4.1.7(D)(2) of this Service Guide.
- (3) A monthly rate is applied per account as designated in Section 4.1.7(D)(1) of this Service Guide.
 - (a) The monthly Intrastate BusinessAdvantage 3.9 charge is waived and the corresponding Interstate calling plan charge takes precedence when the customer is subscribed to the corresponding Interstate calling plan.
 - (b) The monthly rate per account is available as a discounted or waived plan when the customer subscribes to a like-term-period agreement with SureWest Telephone or SureWest Telephone dba SureWest Broadband for local services.
 - (c) The monthly rate per account is waived when the customer is subscribed to either the SureWest Telephone or the SureWest Telephone-CLEC dba SureWest Broadband product group of Small Business-II, as described in their respective Service Guides Sections.
- (4) This plan cannot be used in conjunction with other discounts or calling plans.

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE ("MTS")

3.3 RATE PLANS - (Cont'd)

3.3.2 Optional Calling Plans – (Cont'd)

(E) California Unlimited Optional Plan

This optional calling plan designed for voice communication is available to SureWest Long Distance customers when a) the residential customer is actively subscribed to SureWest Telephone's Residential Unlimited Product Grouping service, as described in SureWest Telephone's Service Guide, Section 10.3 (G) and/or b) the small business service customer is actively subscribed to SureWest Telephone's Small Business Product Grouping with the Small Business Local/Zone Calling upgrade, as described in SureWest Telephone's Service Guide, Section Nos. 10.2 (H) and 10.3 (H), or the Small Business-II product grouping, as described in SureWest Telephone's Service Guide, Section 10.2 (K). This plan is also available to business customers of SureWest Long Distance when the customer is actively subscribed to a SureWest Telephone-CLEC dba SureWest Broadband product grouping of either Small Business Local, as described in the SureWest Telephone dba SureWest Broadband Service Guide, Section 24.3(A), or Small Business-II, as described in the SureWest Telephone-CLEC dba SureWest Broadband Service Guide, Section 24.3(B).

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE ("MTS")

3.3 RATE PLANS - (Cont'd)

3.3.2 Optional Calling Plans – (Cont'd)

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

- (2) The California Unlimited Optional Plan provides, for a fixed monthly rate to customers with 1 to 15 lines, unlimited directly dialed InterLATA and intraLATA intrastate long distance telecommunication services in the State of California as specified in Section 1 of this Service Guide.
- (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, 900, 976 service, 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 4 of this Service Guide for applicable rates.
- (6) Toll-restricted access lines will not be eligible for the California Unlimited Optional Plan.

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE ("MTS")

3.3 RATE PLANS - (Cont'd)

3.3.2 Optional Calling Plans – (Cont'd)

(E) 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:
 - 1. Utility conditions cause unsuccessful dial attempts;
 - 2. The customer indicates they are handicapped and unable to dial; or
 - 3. Sent-paid messages re-established after a service failure on a customer call.

(8) Business customers must commit to a minimum 12-month term commitment for each California Unlimited Optional Plan while residential customers would subscribe to the plan on a month-to-month basis.

(9) In the event of early termination, for each plan terminated, the business customer will be charged an Early Termination Fee equal to 100% of the Monthly Rate times the months remaining in the 12-month term.

(10) Termination liability will not apply to the California Unlimited Optional Plan customer if the business customer's service grows beyond fifteen (15) lines; accordingly, that customer is no longer eligible for the California Unlimited Optional Plan.

(11) If a business customer exceeds their 12-month commitment, the California Unlimited Optional Plan will continue on a month-to-month basis until such time the customer terminates the plan, and no Early Termination Fee will apply.

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE ("MTS")

3.3 RATE PLANS - (Cont'd)

3.3.2 Optional Calling Plans – (Cont'd)

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

(12) The California Unlimited Optional Plan is only available on the Billed Telephone Numbers (BTNs) billed to the customer of record.

(13) Rates for the California Unlimited Optional Plan are designated in Section 4.1.7 (E) of this Service Guide.

(14) This plan cannot be used in conjunction with other discounts or calling plans offered by the Company.

(F) Select-6

(1) The Select-6 optional calling plan is available to Residence customers that subscribe to SureWest Long Distance for both IntraLATA and InterLATA/Intrastate calling.

(2) Direct dialed IntraLATA and InterLATA/Intrastate Residential Interexchange Service calls are discounted as described in Section 4.1.7(F) of this Service Guide.

(3) The Select-6 plan cannot be used in conjunction with other discounts or calling plans from SureWest Long Distance.

(4) The Select-6 monthly rate will automatically apply when any of the following from SureWest Telephone Service Guide's Section 10 Product Grouping are actively subscribed to:

- (a) Local Select Voice Mail
- (b) Local Select Features Only

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE ("MTS")

3.3 RATE PLANS - (Cont'd)

3.3.2 Optional Calling Plans – (Cont'd)

(F) Select-6 (Cont'd)

- (5) Upon disconnection of any of the above Product Groupings, the Select-6 plan will convert to standard Direct Dial Service rates, as designated in Section 4.1.7(A) of this Service Guide.

(G) California Unlimited Select Optional Plan

- (1) The California Unlimited Select Optional Plan is designated for voice communication and is available to residence customers that subscribe to SureWest Long Distance for both IntraLATA and InterLATA/Intrastate calling.
- (2) The California Unlimited Select Optional 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 Optional Plan is available to the Residence Customer when the Residence customer is actively subscribed to any of the following Product Grouping services from SureWest Telephone's Service Guide, Section 10:
 - (a) Local Select Voice Mail
 - (b) Local Select Features
- (4) Upon disconnection of any of the above Product Groupings, the California Unlimited Select Optional Plan will convert to standard Direct Dial Service rates, as designated in Section 4.1.7(A) of this Service Guide.
- (5) The California Unlimited Select Optional Plan cannot be used in conjunction with other discounts or calling plans from SureWest Long Distance.

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE ("MTS")

3.3 RATE PLANS - (Cont'd)

3.3.2 Optional Calling Plans – (Cont'd)

(G) California Unlimited Select Optional Plan – (Cont'd)

- (6) The California Unlimited Select 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.
- (7) The California Unlimited Select Optional 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.
- (8) Person-to-person, collect, conference, third-number billed, toll station, 900, 976 service, 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 4 of this Service Guide for applicable rates.
- (9) Toll-restricted access lines will not be eligible for the California Unlimited Select Optional Plan.

(H) National Unlimited, Intrastate Component

- (1) The National Unlimited, Intrastate component represents the intrastate portion of the National Unlimited plans for Business and Residence customers. The National Unlimited plans may contain either the California Unlimited Optional Plan or the California Unlimited Select Optional Plan. The National Unlimited Plan must contain one of these intrastate components and the interstate component and cannot be purchased separately under this plan.
- (2) The conditions for National Unlimited, Intrastate Component are the same as those described in (E) above for California Unlimited Optional Plan or (G) above for California Unlimited Select Option Plan depending on which intrastate component is requested by the customer.

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE ("MTS")

3.3 RATE PLANS - (Cont'd)

3.3.3 Data Calls

- (A) Data calls may be placed by any residential or business customer that subscribes to a circuit switched data feature or line from their local telephone company.
- (B) Data calls are direct dialed connections to any intrastate/InterLATA or intraLATA point of connection.
- (C) Rates for data calls are designated in Section 4.1.8 of this Service Guide.

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE ("MTS")

3.3 RATE PLANS - (Cont'd)

3.3.4 Toll Free Number Service

(A) Description

Toll Free Number Service provides line termination to a business or residential line. Toll Free Number Service terminates on a local access line, eliminating the need for a dedicated line. The service provides for directly dialed telephone calling via the public switched network from anywhere within California.

- (1) Up to five toll free numbers may be associated with one POTS line.

(B) Directory Assistance Listing

- (1) Toll Free Number Service customers may list their toll free number in the AT&T 800 Directory Assistance Service (1-800-555-1212) through SureWest Long Distance. Rates for listing in the AT&T 800 Directory Service are found in Section 4.1.9(B) of this Service Guide.
- (2) Toll Free Number Service customers may list their toll free number in SureWest Telephone Directory Assistance (411) through SureWest Long Distance. Rates for listing in SureWest Telephone Directory Assistance are found in Section 4.1.9(B) of this Service Guide.

(C) Personalized Number Service (PNS)

- (1) Personalized Number Service (PNS) provides the customer with a toll free number containing the digits the customer has specifically requested or with a telephone number selected through a customer requested search of available telephone numbers. The charges set forth in Section 4.1.9(C) of this Service Guide apply if the specifically requested number or search selected number is available. The charge will not apply if the customer's requested number is not available.

SECTION 3 - MESSAGE TELECOMMUNICATIONS SERVICE ("MTS")

3.3 RATE PLANS - (Cont'd)

3.3.4 Toll Free Number Service – (Cont'd)

(C) Personalized Number Service (PNS) (Cont'd)

- (2) Customers will be offered a choice of three available numbers. Any additional searching will be considered to be a PNS and will be charged accordingly.
- (3) All PNS telephone numbers are subject to availability and provided at the discretion of the Company. The customer has no proprietary right to the number.
- (4) If the Company finds it necessary to change the customer's personalized telephone number, the customer will be granted a refund of the non-recurring charge.

(D) Rates for Toll Free Number Service are in Section 4.1.9 of this Service Guide.

3.3.5 Direct Connect

Direct Connect is a usage based service for customers exceeding 10,000 minutes of use per month. The minutes of use will be the accumulation of IntraLATA, InterLATA and inbound toll free calls. The following conditions will apply:

- (A) Customer must purchase a DS1 service from their local service provider. The DS1 will connect the customer to SureWest Long Distance.
- (B) The customer will be billed a per-minute-of-use rate based on the level of usage or a minimum monthly charge. Only one level can be assigned to each customer's account.
 - (1) Level 1 - Minutes of use must exceed 10,000 minutes per month or a minimum charge will apply.
 - (2) Level 2 - Minutes of use must exceed 15,000 minutes per month or a minimum charge will apply.
 - (3) Level 3 – Minutes of use must exceed 20,000 minutes per month or a minimum charge will apply.
 - (4) Level 4 – Minutes of use must exceed 35,000 minutes per month or a minimum charge will apply.

SECTION 4 - RATES

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SECTION 4 – RATES

4.1 MESSAGE TELECOMMUNICATIONS SERVICE ("MTS")

4.1.1 Direct Dial Service

(A)	InterLATA/Intrastate Business Interexchange Service	
	- First 30 seconds	\$0.070
	- Each additional 6 seconds	\$0.014
(B)	InterLATA/Intrastate Residential Interexchange Service	
	- First minute	\$0.30
	- Each additional minute	\$0.30
(C)	IntraLATA/Intrastate Business Interexchange Service	
	- First 30 seconds	\$0.05
	- Each additional 6 seconds	\$0.01
(D)	IntraLATA/Intrastate Residential Interexchange Service	
	- First minute	\$0.19
	- Each additional minute	\$0.19

4.1.2 RESERVED

SECTION 4 – RATES

4.1 MESSAGE TELECOMMUNICATIONS SERVICE ("MTS") – (Cont'd)

4.1.3 Operator Handled Calls

The following surcharges and usage rates apply to all operator handled calls.

(A) Operator Handled Surcharge

(1)	Collect Station-to-Station	\$1.05
(2)	Collect Person-to-Person	\$3.15
(3)	Person-to-Person	\$3.15
(4)	Station-to-Station	\$1.05
(5)	RESERVED	
(6)	Third Party Person-to-Person	\$3.15
(7)	Third Party Station-to-Station	\$1.05

(B) Usage Rate

(1)	InterLATA/Intrastate Business	
	- First minute	\$0.14
	- Each additional minute	\$0.14
(2)	InterLATA/Intrastate Residence	
	- First minute	\$0.30
	- Each additional minute	\$0.30
(3)	IntraLATA/Intrastate Business	
	- First minute	\$0.10
	- Each additional minute	\$0.10
(4)	IntraLATA/Intrastate Residence	
	- First minute	\$0.19
	- Each additional minute	\$0.19

4.1.4 Directory Assistance

	- Each direct dialed call	\$1.10
	- Directory Assistance Call Completion	\$0.80

The Call Completion charge is in addition to the direct dialed call charge for Directory Assistance.

Any calls to Directory Assistance utilizing an operator will be billed the Directory Assistance charge plus the applicable operator handled surcharge(s). Person-to-person and collect calls to Directory Assistance are not permitted.

SECTION 4 – RATES

4.1 MESSAGE TELECOMMUNICATIONS SERVICE ("MTS") – (Cont'd)

4.1.5 Verification Interrupt

- | | | |
|-----|----------------|--------|
| (A) | Verify Busy | |
| | - Per call | \$2.00 |
| (B) | Interrupt Call | |
| | - Per call | \$4.00 |

4.1.6 Coin Sent Paid Service

- | | | |
|-----|----------------------------|--------|
| (A) | InterLATA/Intrastate Calls | |
| | - First minute | \$0.20 |
| | - Each additional minute | \$0.20 |
| (B) | IntraLATA/Intrastate | |
| | - First minute | \$0.15 |
| | - Each additional minute | \$0.15 |

4.1.7 Optional Calling Plans*

- | | | |
|-----|---------------------------------|--------|
| (A) | Basic Residential Optional Plan | |
| (1) | Monthly Rate per Account | \$4.95 |
| (2) | Direct Dialed Intrastate Calls | |
| | - First Minute | \$0.07 |
| | - Each additional minute | \$0.07 |

* See conditions listed in Section 3.3.2, "Optional Calling Plans."

SECTION 4 – RATES

4.1 MESSAGE TELECOMMUNICATIONS SERVICE ("MTS") – (Cont'd)

4.1.7 Optional Calling Plans (Cont'd)

(B) Discounted Residential Plan

- (1) Monthly Rate per Account \$2.95
- (2) Direct Dialed Intrastate Calls
 - First Minute \$0.07
 - Each additional minute \$0.07

(C) BusinessAdvantage 8.8

- (1) Monthly Intrastate Rate per Account \$5.95
 - With corresponding Interstate calling plan or with qualifying SureWest Telephone product grouping \$0.00
- (2) Direct Dialed Intrastate Calls
 - First 18 seconds \$0.0264
 - Ea. additional 6 second increment: \$0.0088

(D) BusinessAdvantage 3.9

- (1) Monthly Rate per Account
 - (a) Month-to-month \$49.95
 - (b) 2-Year Plan \$24.95
 - (c) 3-Year Plan Waived
 - (d) When subscribed to and as part of the Small Business-II Product Group* Waived
- (2) Direct Dialed InterLATA/Intrastate Calls
 - First 18 seconds \$0.0117
 - Each additional 6 second increment \$0.0039

(E) California Unlimited Optional Plan and National Unlimited, Intrastate Component, per Line

- (1) Monthly Rate Residential Line \$15.54
- (2) Monthly Rate per Business Line \$15.00
- (3) Monthly Rate when subscribed to and as part of the Small Business-II Product Group** \$10.00

* See Optional Calling Plans, BusinessAdvantage 3.9, in Section 3.3.2(D)(3)(c).

** See Optional Calling Plans, California Unlimited Optional Plan, in Section 3.3.2(E)(1).

SECTION 4 – RATES

4.1 MESSAGE TELECOMMUNICATIONS SERVICE ("MTS") – (Cont'd)

4.1.7 Optional Calling Plans (Cont'd)

(F) Select-6

- (1) Direct Dialed Intrastate
 - First Minute \$0.06
 - Each additional minute \$0.06

(G) California Unlimited Select Optional Plan and National Unlimited Select, Intrastate Component

- Monthly Rate per Residential Line \$8.00

SECTION 4 – RATES

4.1 MESSAGE TELECOMMUNICATIONS SERVICE ("MTS") – (Cont'd)

4.1.8 Data Calls

(A) Direct Dialed Intrastate/InterLATA and IntraLATA calls

- First minute	\$0.21
- Each additional minute	\$0.21

4.1.9 Toll Free Number Service

(A) Toll Free 5.9

(1) Monthly rate - per Toll Free Number	\$4.99
(2) Usage Rate	
- First 18 seconds	\$0.0177
- Each additional 6 second increment	\$0.0059

(B) Toll Free 3.9

(1) Monthly Rate – per Toll Free Number	\$19.99
(2) Usage Rate	
- First 18 seconds	\$0.0117
- Each additional 6 second increment	\$0.0039

(C) Directory Assistance Listings

- Per toll free number listed in Roseville Directory Assistance	\$5.50
- Per toll free number listed in AT&T 800 Directory Service	\$20.00

Monthly
Rate

Non-
 Recurring
Charge

(D) Personalized Number Service \$20.00

SECTION 4 – RATES

4.1 MESSAGE TELECOMMUNICATIONS SERVICE ("MTS") – (Cont'd)

<u>4.1.10</u>	<u>Direct Connect*</u>	<u>Monthly Rate</u>	<u>Per Minute of Use</u>
(A)	Level 1 Minimum Charge	\$490.00	
	- IntraLATA calls		\$.049
	- InterLATA / inbound toll free calls		\$.059
(B)	Level 2 Minimum Charge		
	- IntraLATA calls		\$.049
	- InterLATA / inbound toll free calls		\$.054
(C)	Level 3 Minimum Charge		
	- IntraLATA calls		\$.049
	- InterLATA / inbound toll free calls		\$.049
(D)	Level 4 Minimum Charge		
	- IntraLATA calls		\$.035
	- InterLATA / inbound toll free calls		\$.035

*Refer to 3.3.5 for Special Conditions.

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SECTION 5 - PROMOTIONAL OFFERINGS

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