

COMPETITIVE LOCAL CARRIER

ASTOUND BROADBAND, LLC
(T)
(U-6184-C)

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL SERVICES
WITHIN THE STATE OF CALIFORNIA

COMPETITIVE LOCAL CARRIER

List of Effective Sheets

<u>Sheet Number</u>	<u>Revisions</u>	<u>Sheet Number</u>	<u>Revision</u>
Title	2 nd Revised	33-T	1 st Revised
1-T	97 th Revised*	34-T	1 st Revised
2-T	2 nd Revised	35-T	1 st Revised
3-T	3 rd Revised	36-T	1 st Revised
3A-T	1 st Revised	37-T	1 st Revised
3B-T	16 th Revised	38-T	1 st Revised
3C-T	2 nd Revised	39-T	1 st Revised
4-T	3 rd Revised	40-T	1 st Revised
5-T	1 st Revised	41-T	1 st Revised
6-T	1 st Revised	42-T	1 st Revised
7-T	2 nd Revised	43-T	3 rd Revised
7.1-T	2 nd Revised	44-T	4 th Revised
8-T	4 th Revised	45-T	5 th Revised
9-T	3 rd Revised	46-T	12 th Revised*
10-T	2 nd Revised	47-T	12 th Revised*
11-T	2 nd Revised	47A-T	12 th Revised*
12-T	2 nd Revised	47A.0-T	1 st Revised
12A-T	Original	47A.1-T	6 th Revised
13-T	5 th Revised	47A.2-T	4 th Revised
13.1-T	Original	47A.3-T	Original
14-T	1 st Revised	47B-T	9 th Revised
14-T	1 st Revised	47C-T	1 st Revised
15-T	2 nd Revised	47D-T	1 st Revised
16-T	2 nd Revised	48-T	11 th Revised
17-T	3 rd Revised	49-T	4 th Revised
18-T	4 th Revised	50-T	7 th Revised
19-T	2 nd Revised	51-T	4 th Revised
20-T	2 nd Revised	51A-T	1 st Revised
21-T	1 st Revised	52-T	8 th Revised
22-T	1 st Revised	52A-T	Original
23-T	1 st Revised	52A.1-T	Original
24-T	1 st Revised	53-T	8 th Revised
25-T	1 st Revised	53A-T	8 th Revised
26-T	1 st Revised	53A.1-T	9 th Revised
27-T	1 st Revised	53A.2-T	9 th Revised
28-T	1 st Revised	53A.3-T	13 th Revised
29-T	1 st Revised	53A.4-T	5 th Revised
30-T	2 nd Revised	53B-T	3 rd Revised
31-T	22 nd Revised	54-T	3 rd Revised
32-T	3 rd Revised	55-T	3 rd Revised
		56-T	3 rd Revised
		57-T	3 rd Revised
		58-T	4 th Revised

COMPETITIVE LOCAL CARRIER

TABLE OF CONTENTS

CHECK SHEET	1
TABLE OF CONTENTS	2
PRELIMINARY STATEMENT	4
SERVICE AREA MAP	7
RULES AND REGULATIONS	
RULE NO. 1 - DEFINITION	8
RULE NO. 2 - INITIATION OF SERVICE	12
RULE NO. 3 - SPECIAL INFORMATION REQUIRED ON FORMS	13
RULE NO. 4 - CREDIT ESTABLISHMENT	14
RULE NO. 5 - DEPOSITS	14
RULE NO. 6 - NOTICES	15
RULE NO. 7 - PRORATING OF BILLS	17
RULE NO. 8 - DISPUTED BILLS	18
RULE NO. 9 - BILLS PAST DUE	18
RULE NO. 10 - DISCONTINUANCE AND RESTORATION OF SERVICE	18
RULE NO. 11 - CHANGE OF SERVICE PROVIDER	20
RULE NO. 12 - FAILURE TO ESTABLISH CREDIT OR PAY DEPOSIT	21
RULE NO. 13 - LIMITATION OF LIABILITY	21
RULE NO. 14 - PRIVACY	23
RULE NO. 15 - BLOCKING ACCESS TO 900 AND 976 INFORMATION SERVICES	25
RULE NO. 16 - SCOPE OF SERVICES	26
RULE NO. 17 - SHORTAGE OF EQUIPMENT OR FACILITIES	26
RULE NO. 18 - TERMS AND CONDITIONS	26
RULE NO. 19 - NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES	27
RULE NO. 20 - PROVISION OF EQUIPMENT AND FACILITIES	27
RULE NO. 21 - NON-ROUTINE INSTALLATION	28
RULE NO. 22 - OWNERSHIP OF FACILITIES	28
RULE NO. 23 - PROHIBITED USES	28
RULE NO. 24 - OBLIGATIONS OF THE CUSTOMER	28
RULE NO. 25 - CUSTOMER EQUIPMENT AND CHANNELS	29
RULE NO. 26 - PAYMENT ARRANGEMENTS	30
RULE NO. 27 - TAXES AND SURCHARGES	30
RULE NO. 28 - BILLING AND COLLECTION OF CHARGES	32
RULE NO. 29 - CREDIT ALLOWANCE-DIRECTORY	32
RULE NO. 30 - ALLOWANCES FOR INTERRUPTIONS OF SERVICE	33
RULE NO. 31 - CANCELLATION OF SERVICE	34
RULE NO. 32 - DEAF AND DISABLED EQUIPMENT DISTRIBUTION PROGRAM	35
RULE NO. 33 - NONPUBLISHED SERVICE; RELEASE OF INFORMATION	36
RULE NO. 34 - CREDIT INFORMATION AND CALLING RECORDS; RELEASE OF INFORMATION	40

COMPETITIVE LOCAL CARRIER

TABLE OF CONTENTS –CONTINUED

SERVICE DESCRIPTIONS AND RATES	43
A. Local Exchange Service	43
I. New Subscriber Bundled Service Discount	53
II. Employees Service.....	53A
III. California Direct Number Hunting	53B
B. Directory Listings	54
C. Emergency Services (Enhanced 911)	55
D. Promotional Offerings	55
E. Customer Service	55
SAMPLE FORMS	56
A. Sample New Customer Information Request	57
B. Sample Invoice	58

COMPETITIVE LOCAL CARRIER

ALPHABETICAL SUBJECT INDEX OF ALL SERVICES AND FUNCTIONAL EQUIVALENT

1) Additional Conditions for Residential Plans	48-T
a) 180 Minute Package	48-T
b) 500 Minute Package	48-T
c) 60 Minute Package	48-T
d) How to Order, Change or Cancel Service	43-T
2) Business Services	44-T
a) Building Line Installations Fees	44-T
i) Conditions	44-T
b) Telephone Service Installation	44-T
c) Basic business Telephone Line	44-T
d) Single Line Plan	44-T/45-T
e) Additional Business Line Plan	45-T
i) Conditions	45-T
f) Business Bundle Discount	45-T (N)
g) How to Order, Change or Cancel Service	43-T (T)
3) California Directory Number Hunting (DNH)	53B-T
a) Description of Service	
i) Circular Hunt	53B-T
ii) Sequential Hunt	53B-T
b) Monthly Rates	53B-T
i) Circular Hunt	53B-T
ii) Sequential Hunt	53B-T
c) How to Order, Change or Cancel Service	43-T
4) Customer Service	55-T
5) Directory Listings (Need to Establish Header Title for 1-7)	54-T
6) Emergency Services (Enhanced 911)	55-T
7) Features	
a) Features: Business	48T/49-T
b) Features: Residential	49-T
i) Conditions	49-T
c) Two-Feature Deal	49-T
i) Conditions	49-T
d) How to Order, Change or Cancel Services	43-T
8) Inside Wire Maintenance: (Residential)	52-T
9) On-Site Service Charges	52-T
a) Residential	52-T
b) Business	52-T
10) Promotional Offerings	55-T

COMPETITIVE LOCAL CARRIER

ALPHABETICAL SUBJECT INDEX (CONT.)

11) Residential Services	45-T	
a) Flat Rate Telephone Line	45-T/46-T	
b) Residential Service Installation	46-T	
c) Measured Phone Service	46-T	
d) Super Saver Telephone Package	46-T	
e) SuperSaver Plus Telephone Package	46-T	
f) Ultimate Phone Package	47-T	
g) Astound Everything Phone Pak	47-T	
h) Astound Everything Phone Pak Promotion	47-T	(T)
i) Universal Lifeline Services	47-T/47A-T/47B-T	
i) Rates and Changes	47-T	
ii) Eligibility and Certification	47A-T	
iii) Special Conditions	47B-T	
(1) ULTS Limitations	47B-T	
iv) Service Charges	47B-T	
(1) ULTS Service Connection Charge	47B-T	
(2) ULTS Service Conversion Charge	47B-T	
v) Deferred Payment Schedule for ULTS Customer	47B-T	
vi) Income Limitation Requirements	48-T	
j) Voice Messaging	53A-T	
k) How to Order, Change or Cancel Services	43-T	
12) Promotional Pricing	53-T	
a) General	53-T	
b) Regulations	53-T	
c) Door to Door Introductory Offer	53-T	
i) Option A: (Telephone Installation and 1 month of Super Saver Tel. Package)	53-T	
ii) Option B: (Telephone Installation and 1 month of Ultimate Tel. Package)	53-T	
d) New Subscriber	53A-T	
i) General	53A-T	
ii) Discount	53A-T	
e) Employees Telephone Service	53A-T	
i) General	53A-T	
ii) Rates	53A-T	
iii) Conditions	53A-T	
f) Commercial <u> </u> Two Months Free Offer	53A.1-T	
g) Refer-A-Friend Program Free	53A.4-T	
i) General	53A.4-T	
ii) Discount	53A.4-T	
iii) Conditions	53A.4-T	
h) Residential <u> </u> Two Months Free Offer	53A.1-T	(N)
i) How to Order, Change, or Cancel Service	43-T	

COMPETITIVE LOCAL CARRIER

ALPHABETICAL SUBJECT INDEX (CONT.)

	(D)
	(D)
13) Services Applicable to Both Business or Residential Service	50-T
a) ZUM/IntraLATA/Interstate	50-T
b) Directory Assistance (Business & Residential)	50-T
c) Operator Services (Business & Residential)	50-T
d) Caller I.D. (Business & Residential)	50-T
i) Conditions	51-T
e) Caller ID Plus All Deal (Residential Only)	51-T
f) Caller ID Plus 2 Deal (Residential Only)	51-T
g) Caller ID Plus 3 Deal (Residential Only)	51-T
h) How to Order, Change or Cancel Service	43-T
14) Special Services	52-T
a) How to Order, Change or Cancel Service	43-T
b) Same # Request, after disconnection	52-T (T)
c) Vanity Number	52-T (T)
d) Primary Interexchange Carrier (PIC) change charge	52-T (T)
e) Call Tracing	52-T (T)
f) Change of Number after initial installation	52-T (T)

COMPETITIVE LOCAL CARRIER

Preliminary Statement

Our tariff sets forth the rates and rules applicable to Astound Broadband, LLC applicable to its provision of competitive local exchange; intraLATA and interLATA toll services within the State of California to Customers located in exchange areas served by Pacific Bell and GTE California.

The Company has been authorized by the California Public Utilities Commission (CPUC) to provide competitive local exchange, intraLATA and interLATA services.

Astound Broadband, LLC does business as Wave in California. (T)

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC.

Availability of the Company's Tariff

Complete copies of the Company's advice letters and current tariff are maintained at the Company's business offices located at:

Astound Broadband, LLC
401 Kirkland Park Place, Suite 410
Kirkland, WA 98033

This tariff is also available for public inspection at the California Public Utilities Commission, 505 Van Ness Ave, San Francisco CA 94102. Astound Broadband, LLC, Schedule Cal. PUC No.1-T

Exchange Boundaries and Rate Centers

The Company will concur in the exchange boundaries and rate centers of Pacific Bell and GTE California in each company's respective franchise area.

Availability of 911 Service

911 Service will be furnished to all customers at no charge.

Communication With The Company

Communication with the Company should be directed to 401 Kirkland Park Place, Suite 410, Kirkland, WA, 98033. Telephone No. 1-866-WAVE-123.

COMPETITIVE LOCAL CARRIER

Preliminary Statement

Demarcation Points

The Company hereby concurs in the Demarcation Tariffs of Pacific Bell and GTE California Incorporated for service provided in each carrier's respective territory.

Explanation of Symbols

- C -- To signify changed listing, rule, or condition, which may affect rates or charges.
- D -- To signify discontinued material, including listing, rate, rule or condition.
- I -- To signify increase.
- L -- To signify material relocated from or to another part of the tariff schedule with no change in text, rate, rule or condition.
- N -- To signify new material including listing, rate, rule or condition.
- R -- To signify reduction.
- T -- To signify a change in wording of text but not a change in rate, rule or condition.

COMPETITIVE LOCAL CARRIER

Preliminary Statement

TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheet 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1)

D. Check Sheet - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

COMPETITIVE LOCAL CARRIER

Service Area Map
(Reserved)

COMPETITIVE LOCAL CARRIER

Facilities-Based Service Area Map

The Company provides facilities-based local and intraLATA services within the cities of Concord, and Walnut Creek. It also provides its customers therein interLATA services.

(E-copy of map not available, please see the Regulatory Department for a hard copy of the Facilities-Based Service Area Map)

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 1 - DEFINITIONS

Account Number: Customer's telephone number is his/her account number.

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

Agent –Any person or entity considered an agent under California law.

Applicant for Service: A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Company to provide telecommunication service.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Authorized Code: A numerical code, one or more of which are assigned to Customer to enable Company to identify use of service on his or her account and to bill Customer accordingly for such service. Multiple authorization codes may be assigned to Customer to identify individual users or groups of users on his or her account.

Basic Service: A minimum level of telecommunications service, as defined in D.96-10-066 and as may be changed by later decisions, which each carrier offering local exchange service is required to provide to all of its residential customers who request local exchange service. Also referred to as "basic exchange service."

Carrier: Any Telecommunications provider subject to the Commission's jurisdiction, including wireless carriers. "Carrier" also includes all entities, offering telephone services via telephone prepaid debit cards, who are required to obtain operating authority or register with the Commission as specified in Public Utilities Code Section 885. A carrier shall do everything necessary and proper to secure compliance with these rules by all of its officers, agents and employees.

"LEC" refers to local exchange carriers; "ILEC" refers to incumbent local exchange carriers; "CLC" refers to competitive local exchange carriers; "IEC" refers to interexchange carriers; and "CMRS" refers to commercial mobile radio service carriers.

Commission: California Public Utilities Commission unless content indicates otherwise.

Company: Astound Broadband, LLC d/b/a Wave, which is the issuer of this tariff.

±

(T)

Completed Call or Telephonic Communication - A call, or other telephonic communication, originated by a person or mechanical/electrical device from a number to another number which is answered by a person or mechanical/electrical device. The numbers may be located any distance apart within California; and the communication may consist of voice, data, the combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

Consumer Affairs Branch (CAB) - The Commission office where California consumers may complain about a utility service or billing problem they have not been able to resolve with the utility.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 1 - DEFINITIONS (CONTINUED)

Customer: The person, firm, corporation or entity which orders service, uses and/or is responsible for the payment of charges and for compliance with the Company's tariff regulations. (L)
(L)

Customer-Provided Equipment: Terminal equipment, as defined herein, provided by Customer. (L)

Date of Presentation - Postmark date on billing envelope. (L)

Day: A calendar day unless otherwise noted. (T)

Demarcation Point: The premises wire demarcation point begins where the Customer's inside wire connects to the Intra-building network cable (INC). Where there is no INC, the demarcation point is the point of entry at Company's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.

Disconnection: The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

Employee: Includes, for purposes of these rules, employees, contract employees, contractor employees, agents, and carrier representatives of any and all types. (T)
(T)

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Exchange Service: The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.

Formal Complaint - A formal charge that a carrier has violated the Public Utilities Code or some order or regulation of the Commission. The complaint must be in writing, in accordance with the Commission's Rules of Practice and Procedure and made under oath. The proceeding ordinarily requires public hearing and a Commission decision.

Incumbent Local Exchange Carrier (ILEC): Any certificated local exchange company who held a Certificate of Convenience and Necessity before September 1, 1995.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Informal Complaint - Informal request for assistance made to the Commission's Consumer Affairs Branch (CAB) with supporting documentation concerning a carrier's service, rates or other matters. CAB staff investigates and tries to arrive at an informal adjustment without public hearing or Commission order. Informal complaint files are not available for public inspection.

Inside Wire: "Inside Wire" is defined as the wire that runs from our connection point, which is usually a box located on the outside of the home, and runs throughout the home. Unless specified otherwise, the term "Inside Wire" or "Inside Wiring" shall include inside telephone wire, cable, data wire and jacks excluding Home LAN wiring.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Calling: A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 1 - DEFINITIONS (CONTINUED)

Local Service: Service which provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Tariff.

Local Service Area: That area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

(D)

(D)

(D)

(D)

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time the Service Order is executed.

Premises: Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property.

Prepaid Service: Service provided to Customers where the payment for the service is made before the time period in which service is actually rendered.

(Premises) Inside Wire: Inside (premises) wire (simple wire) refers to all non system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

Recurring Charges: The monthly charges to the Customer for services, facilities and/or equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 1 - DEFINITIONS (CONTINUED)

Service Order: The written request for local exchange services executed by the Customer and the Company in a format Specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

Services: The Company's local and interexchange telecommunications services offered to the Customer within the State of California.

Speed Dial: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

Subscriber: Any individual or small business that purchases or subscribes to any telecommunications service subject to Commission jurisdiction. Also referred to as a "customer." (T)
(T)

User: A Customer or any other person authorized by the Customer to use Services provided under this tariff.

Written: In Writing: Both "written" and "in-writing" describe materials intended to be read, either in hardcopy document form (including fax) or transmitted through electronic media. For purposes of these rules, whenever anything is required to be provided "in writing" or in "written" form (e.g., a disclosure, a notice, or a confirmation), the requirement may be satisfied through the use of electronic media if both parties to the communication have agreed to do so. (T)
|
(T)

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 2 - INITIATION AND DESCRIPTION OF SERVICE

1. Description

The Company provides local exchange telephone services between points within the base rate areas of local exchanges served by the Incumbent LECs as shown on the Company's maps on tariff sheet 7.1-T of this schedule.

2. Demarcation

The Company does not undertake, by this tariff, to provide, maintain, repair, or operate any wiring, equipment, facilities, or service on the Subscriber's side of the point of demarcation as specified in the demarcation tariff schedules of SBC. (T)

3. Introduction

The Company shall provide consumers initiating service including those adding additional lines to existing accounts, with the following information whenever applicable: (D) (T)
(D) (T)

3.1 Availability, eligibility requirements and discounts associated with the Universal Lifeline and Deaf and Disabled Trust Programs. (T)

3.2 Availability and effect of freezing the pre-subscribed carrier assigned to the account.

3.3 Availability and effect of restricting toll calling.

3.4 Availability and effect of deleting access to 900 and 976 pay-per-call telephone information services.

3.5 Availability and effect of blocking options for pay per use features that do not require dialing an access code to activate.

3.6 Availability and effect of blocking non-pre-subscribed carrier (e.g., third party) charges from being billed on the telephone bill.

3.7 Availability and effect of Caller ID blocking options.

3.8 Availability and rates of the least expensive service meeting the customer's stated needs. (T)

4. Service may be initiated based on a written or oral agreement between the Company and the customer. In either case, prior to the agreement, the customer shall be informed of all rates and charges which will appear on the customer's bill. The Company shall provide consumers initiating a service with sufficient information to enable consumers to make informed choices among services, and shall clearly and conspicuously disclose in the course of the sale transaction the customer's right to cancel a term contract. (T)
(T)

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 2 INITIATION AND DESCRIPTION OF SERVICE (CONTINUED)

- 5. Within 10 days of initiating service, the Company shall state in writing for all new customers all material terms and conditions that could affect what the customer pays for telecommunications services provided by the CLC. (L)
- 6. Potential customers who are denied service for failure to establish credit or pay deposit as described in Rule 12 must be given the reason for the denial in writing within 10 days of service denial. (T) (L)
- 7. The Company may not deny service for failure to provide a social security number. Where a consumer chooses not to provide a social security number, the Company may request other identification information sufficient to enable the Company to verify the subscriber's identity and run a credit check. (T)
- 8. When establishing an installation or repair appointment for which the subscriber must be present, the Company shall offer the subscriber a four-hour or shorter period during which it will arrive to commence work. If the installation or repair is not commenced within that period, the Company offering the repair or installation service shall provide a \$25 minimum credit to the subscriber unless the appointment was missed because (1) the Company was denied access to the premises, (2) force majeure, or (3) the Company cancelled or rescheduled the appointment no later than 5:00 p.m. two business days prior to the appointment. (T)

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 3 – CUSTOMER BILLS

A. Special Information Required on Bills

1. The Company shall be identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with an address where the customer may write.

Each bill for telephone service will contain notations concerning the following areas:

(1) billing Carrier’s name; (2) period of service covered by the bill; (3) payment due date; (4) late payment charge (if applicable) and the date after which it may be applied; (5) How to pay the bill; (6) the carrier's toll-free number for billing inquiries and disputes, along with a postal address, or an e-mail address if the subscriber has agreed to communicate via electronic media, where the subscriber may send a billing inquiry or complaint in writing.

“This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 calendar days of presentation date. Should you question this bill, please request an explanation from Astound Broadband, LLC.”

If you are not satisfied with Wave Broadband’s response, submit a complaint to the California Public Utilities Commission (CPUC) by visiting <http://www.cpuc.ca.gov/complaints/>. Billing and service complaints are handled by the CPUC’s Consumer Affairs Branch (CAB), which can be reached by the following means if you prefer not to submit your complaint online: (T)

Telephone	1-800-649-7570 (8:30 AM to 4:30 PM, Monday through Friday)
Mail	California Public Utilities Commission Consumer Affairs Branch 505 Van Ness Avenue, Room 2003 San Francisco, CA 94102

If you have limitations hearing or speaking, dial 711 to reach the California Relay Service, which is for those needing direct assistance relaying telephone conversations, as well as friends, family, and business contacts. If you prefer having your calls immediately answered in your mode of communication, dial on of the toll-free language specific numbers below to be rerouted to the California Relay Service provider.

TTY/VCO/HCO to Voice	Voice to TTY/VCO/HC	From or to Speech-to-Speech
English – 1-800-735-2929	English – 1-800-735-2922	English & Spanish – 1-800-854-7784
Spanish – 1-800-855-3000	Spanish – 1-800-855-3000	

To avoid having service turned off while you wait for the outcome of a complaint to the CPUC specifically regarding the accuracy of your bill, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.

(T)
(L)
(L)

RULES AND REGULATIONS

RULE NO. 3 - CUSTOMER BILLS (CONTINUED)

B. Deposit Requirements

1. A deposit to establish or re-establish basic service may not exceed twice the estimated or typical monthly bill for recurring and usage charges for basic service. A carrier may require an additional deposit for services it provides other than basic service.
2. Deposits shall earn the monthly, unused balance not less than less than simple annual interest based on the three month financial commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year.
3. Company shall refund deposit amounts associated with basic service, with interest, after one continuous year of timely payments for basic service, and not later than 30 days after basic service is discontinued. Company shall refund deposits associated with other services not later than 120 days after service is discontinued.

(L)

(L)

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 4 - CREDIT ESTABLISHMENT

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits shall not be required if the applicant:

- A. Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
- B. A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the Company or another acceptable local carrier.
- C. The Company will not refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).

RULE NO. 5 - DEPOSITS

In the event that the customer fails to establish a satisfactory credit history, deposits are a form of security that shall be required from customers to ensure payment of bills.

Deposits shall be no greater than twice the estimated average monthly bill for the class of service for which the customer applies.

In the event a customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the customer. Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will be added to the deposit using the 3-month commercial paper rate published by the Federal Reserve Board, except under the following conditions: no interest shall be given if the customer has received a minimum of two notices in a 12-month period as provided under Rule No. 6(B)(2).

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 6 - NOTICES

A. Rate Information

- (1) Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential customer. The Company shall notify all affected subscribers at least 25 days in advance of every proposed change in its subscribers' service agreements or non-term contracts that may result in higher rates or charges or more restrictive terms or conditions. The subscriber notice shall present in a clear and conspicuous manner the following statement: "Your Rates, Terms, or Services Have Changed" and shall describe the current and proposed rates, terms or conditions as appropriate. (T)
- (2) If the Company provides information to a customer which is allegedly in violation of its tariffs, the consumer may bring a complaint against the Company. (T)

B. Discontinuance of Service Notice

- (1) Notice by Customers - Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.
- (2) Notice by CLC — Company shall provide notices in writing to subscribers whose payments are overdue not less than 7 calendar days prior to terminating service for nonpayment. Each termination notice shall include all of the following: (L) (T)
1. Carrier's name (L) (T)
 2. The name and address of the subscriber, and the telephone number(s) associated with the delinquent account. (L) (T)
 3. Information sufficient for the subscriber to identify what service(s) are to be terminated, and the delinquent amount(s). If basic service is to be disconnected, the notice shall state the minimum amount that must be paid to retain basic service. (L) (T)
 4. The date when payment or arrangements for payment are required in order to avoid termination. (L) (T)
 5. A toll-free telephone number to reach a carrier service representative who can provide subscriber assistance. (L) (T)
 6. The telephone number of the Commission's Consumer Affairs Branch where the subscriber may direct inquiries. (L) (T)

(D)
(D)
(D)
(D)

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 6 - NOTICES (CONTINUED)

C. Rules for Notices

Notices required in these Rules shall be in writing by one or a combination of bill inserts, notices printed on bills, or separate notices sent by first class mail. 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 (T)

Every notice in whatever form shall be legible and printed in the equivalent 10-point or larger type. (T)

D. In the event of a seasonal disconnect (defined as temporary discontinuance of service for up to six months) the customer will be charged 50% of their monthly charge. (T)

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 7 - PRORATING OF BILLS

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges during the billing period shall be billed in addition to prorated amounts.

Bills must be based on the rates in effect at the time the service was used. Any delays or lags in billing must not in a higher total charge (other than for taxes, and surcharges and fees that are based on a percentage of the bill). (T)

RULE NO. 8 - DISPUTED BILLS

In the event a Subscriber disputes the amount of a bill for the Company's service, the Company will, at the Subscriber's request, conduct an investigation and review of the disputed amount. However, the undisputed portion of the bill must be paid by the due date or the Subscriber's service may be subject to disconnection in accordance with the Company's tariff. If after investigation and review of the bill by a manager of the Company, the dispute is unresolved and the disputed portion of the bill is not paid by the due date indicated thereon, the Company will notify the Subscriber in writing:

1. In the case of a billing dispute between a subscriber and a carrier, the Company shall investigate the charge(s) (T) the subscriber has informed the carrier are in question, and shall reach a determination and communicate it to the subscriber within 30 days. During the time the investigation is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the charge. If the subscriber prevails, then no late charge or penalty may be imposed on the amount in dispute.
2. A Company may not disconnect service to a subscriber for nonpayment of a disputed amount if the subscriber has: (a) submitted a claim to CAB for informal review; and (b) deposited the disputed amount with the Commission. No late charge or penalty may be imposed on the amount in dispute deposited with the Commission. During the time any CAB review is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the charge.
3. A Company may not disconnect service to a subscriber for nonpayment of a disputed amount if the subscriber has: (a) submitted a claim to CAB for informal review; and (b) deposited the disputed amount with the Commission. No late charge or penalty may be imposed on the amount in dispute deposited with the Commission. During the time any CAB review is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the charge.
4. A Company shall not provide, as a term or condition of service, for a choice of law other than that of California, for a forum for the adjudication of disputes located in a county other than the California county in which the subscriber is billed or which is the subscriber's primary place of use of the service, or for any limitation of the right of subscribers to bring complaints to the commission or any other agency. Carriers shall not hold subscribers liable for carrier costs resulting from complaints before the Commission, arbitrators, the courts or another agency. (T)
5. That in lieu of paying the disputed bill the Subscriber may deposit the amount claimed by the Company (T) to be due within 7 days with either the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco CA 94102, E-mail: consumer-affairs@cpuc.ca.gov , (T) or call at 1-866-849-8390. (T)

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 9 - BILLS PAST DUE

Bills are due and payable on the date of presentation. A late payment charge of 1.50% per month will be applied (T)
if payment is not received by the company on or before the late payment date which date will be prominently
displayed on the customer's bill. The late payment date will be 31 days after the date of presentation on the billing
envelope. The Company shall credit payments effective the business day payments are received by the Company or (T)
it's agent.

RULE NO. 10 - DISCONTINUANCE AND RESTORATION OF SERVICE

A. Discontinuance by Subscribers

1. Subscribers may cancel without termination fees or penalties any new tariffed service or any new (T)
contract for service within 30 days after the new service is initiated. This Rule does not relieve the
subscriber from payment for per use and normal recurring charges applicable to the service incurred
before canceling, or for the reasonable cost of work done on the subscriber's premises (such as
wiring or equipment installation) before the subscriber canceled. (T)
2. Subscribers may discontinue service by giving the Company written or verbal notice as specified (T)
in the Company's tariff. The Subscriber is responsible for payment of all charges incurred for the
period during which service is rendered. In addition, if termination occurs prior to the end of a
current contract term, the customer may be liable for a termination fee.
3. No minimum or termination charge will apply if service is terminated because of condemnation, (T)
destruction, or damage to the property by fire or other causes beyond the control of the Subscriber.

B. Discontinuance by the Company

1. The Company may discontinue service under the following circumstances:
 - i. A violation of, or failure to comply with, any regulation governing the furnishing of
service.
 - ii. Failure to post a required deposit or guarantee.
 - iii. In the event that the Subscriber supplied false or inaccurate information of a material
nature in order to obtain service.
 - iv. Any violation of the conditions governing the furnishing of service.
 - v. Upon condemnation of any material portion of the facilities used by the Company to
provide service to a Customer or if a casualty renders all or any material portion of such
facilities inoperable beyond feasible repair, the Company, by notice to the Customer,
may discontinue or suspend service without incurring any liability.
 - vi. Upon any governmental prohibition, or required alteration of the services to be provided
or any violation of any applicable law or regulation, the Company may immediately
discontinue or suspend service without incurring any liability.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 10 - DISCONTINUANCE AND RESTORATION OF SERVICE (CONTINUED)

B. Discontinuance by the Company (Continued)

The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability in the event of:

1. Action taken to prevent or to protect against fraud or to otherwise protect the Company's personnel, agents, facilities or services.
2. The Customer provides false information to the Company regarding the Customer's identity, address, or use of services(s).
3. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - a. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - b. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - c. Any other fraudulent means or devices; or
4. Use of the service in such a manner as to interfere with the service of other users; or
5. Use of service for unlawful purposes.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to discontinuance.

Service may be discontinued during business hours on or after the date specified in the written notice of discontinuance, which date will be at least 7 days after such notice is given. Service will not be discontinued on any Saturday, Sunday, legal holiday, or any other day when the Company's offices are not available to facilitate reconnection of service.

The Company will continue to provide access to 911 service at no charge to any residential Subscriber whose service is discontinued under this rule until such time as service is rendered by another carrier, or for 180 days from the scheduled disconnect date.

(T)
(T)

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 10 - DISCONTINUANCE AND RESTORATION OF SERVICE (CONTINUED)

C. Restoration of Service

1. The Company will restore service to a Subscriber upon further payment of all amounts due and the Subscriber's payment of a deposit or reestablishment of credit. However, the Company may refuse to accept a personal check if the Subscriber's check for payment of service has been dishonored, excepting bank error, within the last twelve months. The Company will impose a charge for restoration of service after disconnection in accordance with its tariff.

RULE NO. 11 - RESERVED

(D)

(D)

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 12 - FAILURE TO ESTABLISH CREDIT OR PAY DEPOSIT

The Company may refuse service if credit is not established satisfactory to the CLC and may deny or disconnect service if a deposit is not paid as required in Rule 5.

RULE NO. 13 - LIMITATION OF LIABILITY

- A. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. The Company will not provide a credit allowance for interruptions of service caused by the Customer's facilities, equipment or systems.
- D. Except as provided in paragraphs A through C immediately preceding in this rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or facilities furnished by the Company up to and including its minimum point of presence in the provision of local exchange telecommunications services shall in no event exceed an amount equal to the pro rata charges to the customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

E. 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 give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

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

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 13 - LIMITATION OF LIABILITY (CONTINUED)

F. Errors in Transmitting, Receiving or Delivering Oral Messages by Telephone

The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

G. Errors in Information Furnished by Directory Assistance Operators

Subject to the provisions of Section c of this rule, the Company shall allow a credit for errors in the provision of telephone numbers or other information furnished by the Company's Directory Assistance Operators in an amount not in excess of the charge for a call to Directory Assistance dialed direct to the Company's operator.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 14 - PRIVACY

The Company will, in accordance with the provisions below, furnish Subscribers with a written description of how it handles Subscribers' private information and a disclosure of any ways that such information might be used or transferred that would not otherwise be obvious to the Subscriber. This information will be provided at the time service is initiated and annually thereafter.

A. **Privacy of Personal Information**

The Company is subject to Public Utilities Code section 2891, which prohibits the Company from making any of the following information concerning residential Subscribers available to third persons:

1. personal calling patterns, excluding caller identification information that is passed in accordance with the provisions of Public Utilities Code section 2893 or billing information that federal law or regulation requires the Company to pass to the person who is called by the Subscriber;
2. credit or other personal financial information, except for information that is provided pursuant to Commission order requiring the provision of such information to other public utilities, or a centralized credit check system, for purposes of determining credit worthiness of new company customers;
3. the services provided to the Subscriber, including information services provided by third parties over the Company's lines;
4. individual demographic information, or aggregate information from which individual identities and characteristics have not been removed;

Any residential Subscriber who gives written consent for the release of one or more of the foregoing categories of personal information will, upon written request, be informed by the Company of the identity of the person or corporation to whom any such information has been released. The Company will notify each residential Subscriber who is requested to consent to the release of such information of the provisions of this paragraph. Consent for the release of such information may be rescinded by the Subscriber upon 30 days' written notice to the Company.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 14 - PRIVACY (CONTINUED)

A. **Privacy of Personal Information (Continued)**

Information subject to the protection from disclosure under Public Utilities Code section 2891 does not include:

1. information provided by the Subscriber for inclusion in directories of Subscribers;
2. information customarily provided through directory services;
3. postal Zip Code information;
4. information provided under the supervision of the Commission to a collection agency by the Company exclusively for the collection of unpaid debts;
5. information provided to an emergency service agency responding to a 911 call or any other call communicating an imminent threat to life or property;
6. information provided to a law enforcement agency in response to lawful process;
7. information that is required by the Commission pursuant to its jurisdiction and control over the Company;
8. information that is transmitted between the Company and other telephone corporations in order to furnish service between or in their service areas; or
9. information that is required to be provided by the corporation pursuant to rules and orders of the Commission or the Federal Communication regarding the provision of information services by the third parties.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 14 - PRIVACY (CONTINUED)

B. Subscriber Lists

The Company is subject to Public Utilities Code section 2891.1, which prohibits the Company from including unlisted or unpublished telephone numbers assigned to residential Subscribers in any list of telephone numbers that is sold or licensed by the Company, unless the Subscriber requests otherwise by written notice to the Company. However, the Company may provide such telephone numbers in the following cases:

1. to a collection agency, to the extent such disclosures are supervised by the Commission, exclusively for the collection of unpaid debts;
2. to any law enforcement agency, fire protection agency, public health agency, public environmental agency, city or county emergency operating under contract with, and at the direction of, one or more of these agencies, for the exclusive purpose of responding to a 911 call or communicating an imminent threat to life or property;
3. in response to lawful process issued under state or federal law;
4. to a telephone corporation providing service between service areas for the purpose of providing such service to the Subscriber, or to third parties for the purpose of providing billing services; and
5. To the Commission pursuant to its jurisdiction and control over the Company.

C. Disclosure of Telephone Numbers During 800 and 900 Calls

The Company will provide an annual written notice to all Subscribers that use of 800, 888, and 900 numbers may result in disclosure of the Subscriber's telephone number to the called party.

RULE NO. 15 - BLOCKING ACCESS TO 900 AND 976 INFORMATION SERVICES

At the request of the customer, the Company will block that customer's access to 900 and 976 pay-per call telephone information services. The Company will inform their customers of the availability of this service at the time service is ordered. This blocking service will be made available free of charge to residential customers, however, the Company may impose a charge if the customer requests deactivation of blocking.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 16 - SCOPE OF SERVICES

The Company undertakes to furnish intrastate telecommunications services within the state of California under the terms of this tariff as a reseller. Service is available 24 hours a day, seven days a week.

The Company is responsible under this tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

RULE NO. 17 - SHORTAGE OF EQUIPMENT OR FACILITIES

The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

RULE NO. 18 - TERMS AND CONDITIONS

- A. All payments for service are due in advance on the date specified by the Company. All calculations of dates set forth in this tariff shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.
- B. At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.
- C. This tariff shall be interpreted and governed by the laws of the State of California.
- D. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 19 - NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routing and preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

RULE NO. 20 - PROVISION OF EQUIPMENT AND FACILITIES

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others except the Incumbent Local Exchange Carrier to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.
- C. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission or
 2. the reception of signals by Customer provided equipment; or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 21 - NON-ROUTINE INSTALLATION

At the Customer's request, installation and/or maintenance may be performed outside Company's regular business hours or in hazardous locations. In such cases, charges based on the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours into time periods including, but not limit to, weekends, holidays, and/or night hours, additional charges may apply.

RULE NO. 22 - OWNERSHIP OF FACILITIES

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors or the Incumbent Local Exchange Carrier.

RULE NO. 23 - PROHIBITED USES

- A. The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.
- B. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

RULE NO. 24 - OBLIGATIONS OF THE CUSTOMER

A. General

The Customer shall be responsible for:

- 1. placing orders for service.

When placing an order for service, Customer must provide:

- 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. The name(s), telephone number(s), and address(es) of the Customer contact person(s).
- 2. the payment of all applicable charges pursuant to this tariff.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 24 - OBLIGATIONS OF THE CUSTOMER (CONTINUED)

B. Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees as determined by a court of competent jurisdiction or the California Public Utilities Commission for:

1. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
2. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.
3. The non-prevailing party may be liable for reasonable attorneys' fees and other costs as determined by the Commission or by a court of competent jurisdiction.

RULE NO. 25 - CUSTOMER EQUIPMENT AND CHANNELS

- A. Inspections - Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 26 - PAYMENT ARRANGEMENTS

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or authorized Users. Objections must be received by the Company within two years after the due date, or the charges shall be deemed correct. Should the Customer pay the charges under protest, he may have an additional 10 days to dispute same in writing. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge as specified, or in connection with any other cost incurred by the other entity and imposed on the Company, those charges may be passed on to the Customer. Where a subscriber is offered and agrees to an alternative payment plan, the Company will provide confirmation of the terms in writing if the subscriber so requests.

(T)
|
(T)

RULE NO. 27 - TAXES AND SURCHARGES

A. Taxes:

The Customer is responsible for the payment of any sales, use gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 27 - TAXES AND SURCHARGES (CONTINUED)

(D)

(D)

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC Mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certified carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d.b.a. SBC California) tariffs.

(T)

(T)

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 28 - BILLING AND COLLECTION OF CHARGES

- A. All payments for service are paid in advance and are due thirty days (30) from the date of installation and on the expiration of each subsequent thirty day (30) period. Astound Broadband, LLC mails statements to
- (T) each customer during every billing cycle indicating the due date and the amount that is due. If payment is not received within fifteen days of the due date, service may be subject to disconnection. The Company will give the Customer seven days written notice prior to disconnecting service.
- B. Customers may pay for service by credit card, an authorized payment agent, or check.
- C. Company will bill Customer a one-time charge of \$25.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

RULE NO. 29 - CREDIT ALLOWANCE - DIRECTORY

Subject to the provisions of this tariff, Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), an amount within the following limits:

1. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
2. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
3. For listings and lines of information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
4. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 30 - ALLOWANCES FOR INTERRUPTIONS OF SERVICE

- A. When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs.
- B. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in writing or equipment, if any, furnished by Customer and connected to Company's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- C. Credit Allowances
1. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Company.
 2. Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
 3. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for services outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.
- D. Limitations on Allowances - No credit will be made for:
1. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer;
 2. Interruptions due to the negligence of any person using the Company's facilities with the Customer's permission.
 3. Interruptions due to the failure or malfunction of non-Company equipment;

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 30 - ALLOWANCES FOR INTERRUPTIONS OF SERVICE (CONTINUED)

- D. Limitations on Allowances - No credit will be made for: (Continued)
4. Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
 5. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
 6. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
 7. Interruption of service due to circumstances or causes beyond the control of the Company.

RULE NO. 31 - CANCELLATION OF SERVICE

- A. Cancellation of Application for Service
1. The Customer may cancel his or her applications for service by verbal or written notice to the Company. Where the Customer cancels an application for service prior to the start of service or prior to any special constructions, no charges will be imposed except for those specified below.
 2. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
 3. The special charges described in paragraphs 1 and 2 above will be calculated and applied on a case-by-case basis. Any contract or individual case basis agreement will be filed with the Commission via advice letter pursuant to General Order 96-A.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 31 - CANCELLATION OF SERVICE (CONTINUED)

B. Cancellation of Service by a Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- a. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- b. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- c. all Recurring Charges for the applicable notice period.

RULE NO. 32 - DEAF AND DISABLED EQUIPMENT DISTRIBUTION PROGRAM

The Company will contract with Pacific Bell and GTE California to offer equipment and services to eligible deaf and disabled customers. Customers must contact the Company's office for details regarding this program.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 33 - NONPUBLISHED SERVICE; RELEASE OF INFORMATION

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

APPENDIX "A"

Non-published Service

- a. Definition of nonpublished service: Upon a customer's request, customer name, address, and telephone number are not listed in any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone numbers, shall be released by telephone utilities in response to legal process or to certain authorized governmental agencies providing the requesting agency complies with the rules herein established for the release of nonpublished information.
- b. Agencies authorized to receive information:
 - (1) Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.
 - (2) An agency to the federal government which is lawfully authorized to:
 - Conduct investigations or make arrests for violations of the criminal laws of the United States; or
 - Prosecute violations of the criminal laws of the United States; or
 - Enforce civil sanctions which are ancillary to criminal statutes; or
 - Conduct investigations into matters involving the national security of the United States; or
 - Protect federal or foreign officials; or
 - Protect public health and safety; or
 - Conduct emergency rescue operations.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 33 - NONPUBLISHED SERVICE; RELEASE OF INFORMATION (CONTINUED)

- b. Agencies authorized to receive information (Continued):
- (3) Any public health agency of the State of California or of a city, county, or other local government.
 - (4) County or city 911 projects.
 - (5) State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
 - (6) Collection agencies, to the extent disclosures are made by the agency are supervised by the Commission, exclusively for the collection of unpaid debts.
 - (7) California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.
- c. Procedure for release of nonpublished information to authorized agencies.
- (1) A telephone company shall only provide nonpublished information to persons within authorized agencies who are either:

Peace officers pursuant to California Penal Code Section 830 and all subsections thereof and who are lawfully engaged in a criminal investigation in their official capacity; or

Health officers who are acting in their official capacity and are lawfully investigating a matter involving a serious communicable disease or life-threatening situation; or

Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in b.(2) preceding; or

Employees of a county or city 911 project when acting in an official capacity; or

Employees of an agency listed in b.(5) preceding when engaged in an investigations involving arson or when engaged in firefighting duties in which there is immediate peril to life and property.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 33 - NONPUBLISHED SERVICE; RELEASE OF INFORMATION (CONTINUED)

- c. Procedure for release of nonpublished information to authorized agencies (Continued)
- (2) Nonpublished information shall be released by a telephone company to an authorized agency upon the agency's written request providing that the agency has previously furnished the company with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name, and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.
 - (3) Nonpublished information shall also be released by a telephone company to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the company with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request and listing designated persons, by name, title, and telephone number, who are authorized to request, by telephone, nonpublished information. The telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.

The nonpublished information requested by telephone shall be provided by the company only on a call-back verification basis.

The requesting agency shall, within five working days after making the telephonic request, mail the company a letter confirming the request.

- d. Notification to Customer
- (1) The telephone company shall not notify a customer regarding the release of customer's nonpublished information unless the customer contacts the company and specifically requests to know whether their nonpublished information has been released.
 - (2) When a customer inquires of the company whether their nonpublished information has been released, the customer shall be informed that if the information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the customer will receive no communication from the company.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 33 - NONPUBLISHED SERVICE; RELEASE OF INFORMATION (CONTINUED)

d. Notification to Customer (Continued)

- (3) If requesting agency certifies that disclosure to a customer about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the telephone company shall withhold notice to the customer for a period of one year from the date of release of the information to the agency.
- (4) The one-year period of nondisclosure shall be extended to successive one-year periods upon new written certification by the agency in each instance.
- (5) If no request has been made for nondisclosure to the customer, the customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

If there has been a request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the company that such information was released and which agency received this information.

e. Exception for Health Officers

No notification shall ever be made to a customer that nonpublished information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certified that disclosure to the customer could violate a client's or contact's right of privacy and confidentiality.

f. Release of information to Interexchange Carriers

The company will provide nonpublished information to an interexchange carrier who needs the information for allocation, billing, or service purposes as set forth in the Company's carrier access tariff schedule as set forth in this tariff or incorporated by reference herein.

g. Retention of Records

All written documents pertaining to nonpublished service shall be retained by telephone utilities for at least one year. When an agency requests that notice to the customer be withheld, the telephone company shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 33 - NONPUBLISHED SERVICE; RELEASE OF INFORMATION (CONTINUED)

h. Unsolicited Telephone Efforts

The company will not contact nonpublished residence customers by telephone using unlisted number(s) for unsolicited sales efforts.

RULE NO. 34 - CREDIT INFORMATION AND CALLING RECORDS; RELEASE OF INFORMATION

California Public Utilities Commission's Decision Nos. 92860 and 93361, in Case No. 10206, requires that the Commission include the provisions of the rule set forth in Appendix "B" of that decision as a part of the rules in the Company's tariff schedules. Accordingly, Appendix "B" of Decision Nos. 92860 and 93361, Case No. 10206 is quoted herein, except as modified by Decision Nos. 83-06-066, 83-06-073 and 83-09-061.

APPENDIX "B"

Release of Credit Information and Calling Records

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 service bill. Toll records, the name and address of the called party, and pen registers are examples of calling records.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 34 - CREDIT INFORMATION AND CALLING RECORDS; RELEASE OF INFORMATION
(CONTINUED)

b. Release of Customer Credit Information and Calling Records

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

- (1) Upon receipt of a search warrant obtained pursuant to California or federal law, or of a Federal Grand Jury Subpoena or a Federal Agency Subpoena; or
- (2) Upon making return to a subpoena or subpoena duces tecum, when it reasonably appears to the telephone company that the procedures set out in Code of Civil Procedures Section 1985.3, or successor provisions, as they then exist, have been followed. The company shall not produce the records if there has not been compliance with CCP Section 1985.3. The company shall abide by all orders to quash, protective orders, and similar court orders which may be issued with regard to the subpoenaed credit information and calling records.
- (3) Upon receiving permission of the customer to release the information.

c. Deferral of Notification

- (1) Notification to the customer will be deferred, and no disclosure made for a period of 90 days, if there is certification for nondisclosure in the body of subpoena or search warrant. The certification for nondisclosure must contain a statement that there is sufficient reason to believe that such notification would impede the investigation in which the request is made.

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.

COMPETITIVE LOCAL CARRIER

RULES AND REGULATIONS

RULE NO. 34 - CREDIT INFORMATION AND CALLING RECORDS; RELEASE OF INFORMATION
(CONTINUED)

c. Deferral of Notification (Continued)

- (2) The 90-day period can be extended for successive 90-day periods upon anew 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.

d. Exception to Procedure for Release or Credit and Calling Records

The procedure set forth above does not apply where the requester is a collection agency working for the company on the customer's account or is an independent telephone company, other common carrier/interexchange carrier, Bell Operating Company, or Bell Company.

e. 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.

COMPETITIVE LOCAL CARRIER

SERVICE DESCRIPTIONS AND RATES

A. Local Exchange Service

The Company's Local Telephone Service enables the Customer to:

- Place or receive calls to any calling Station in the local calling area, as defined herein;
- Access basic 911 Emergency Service;
- Where available, place or receive calls to 800 telephone numbers;
- *Receive free access to the California Relay Service via the 711 abbreviated dialing code.

1. Local Line

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number. The Service does not include any long distance service or other toll services. The following types of calls and services may be blocked by the Company: long distance; collect calls; operator-assisted calls; third number billed calls; or any service that may be billed to Customer's telephone number.

a. Standard Features

Each Local Line Customer is provided with only basic local telephone service.

b. Optional features:

Call Waiting
Three-Way Calling

B. How to Order, Change, or Cancel Service

All service options are listed below. In all cases, Astound Broadband customers may order, change or cancel a telephone rate plan, and telephone features or any other services offered by Astound Broadband without any penalties and at anytime they choose to. The customer must pay any associated installation fees as stated in the tariff. To do this please contact Astound Customer Service at 1-866-WAVE-123, or write us at Astound Broadband, LLC 401 Kirkland Park Place, Suite 410, Kirkland , WA 98033.

* Effective January 1, 2001," Payphone signage must reflect the fact that 711 is a free call to the California Relay Service using language "711 is a free call to TRS/CRS.'" and also that "Payphone owners are not permitted to charge for connection to California Relay Service via 711."

COMPETITIVE LOCAL CARRIER

SERVICE DESCRIPTIONS AND RATES (CONTINUED)

I. Business Services*

1. Building Line Installation Fees: \$199.95

To receive Company's telephone service, a one time nonrecurring service installation fee, as set forth above, is charged to business customer (except home-based businesses). This fee will be waived if customer executes a two-year contract. If the agreement is breached, customer is responsible for 100% of the Building Service Installation fee. The Building Line Installation fee is for bringing Company facilities to the building. It does not include provisioning of the line or wiring inside the building.

Conditions: To receive Company's telephone service, customer must prequalify for construction to ensure the building is able to be served and that the installation meets the Company standard. If installation is not standard, customer must agree to one of the following: pay the extra costs or commit to monthly minimums or a longer term agreement before building service installation takes place. If customer is located inside an office building that is not owned by the customer, a right of entry agreement is required before this installation can take place. If customer moves within the two-year agreement period, customer must pay the new Building Service Installation fee, and complete the two year agreement to avoid penalty charges. Also, if customer moves buildings and doesn't complete the two-year contract agreement (discontinues service) customer must still pay the full fee.

If customer moves and executes an additional two-year agreement (4-years total), Company will waive both Building Service Installation fees. If the customer cancels during the term of the second agreement, customer must pay the penalty of \$199.95. If the customer canceled during the term of the first agreement, the customer must pay both fees in full.

2. Telephone Service Installation (Business) \$29.95 per line

This charge applies to all Business Service Plans under otherwise noted hereunder.

3. Basic Business Telephone Line: \$15.95/month (I)

Under this plan, customer receives a business access line. ZUM Zone 1 and Zone 2 calls, Zone 3 and IntraLATA calls are billed a la carte. Additional Basic Business lines under this plan will also be \$14.95 each.

4. Single-Line Plan: \$59.95/month (I)

The single-line plan provides a single business access line, 1,000 minutes local calling including ZUM (Zones 1- 3) and IntraLATA, ala carte long distance within California; 7 cents per minute long distance in Continental U.S. (any day, any time).

* Company is freezing or discontinuing all Business Service rate plans for new customers, effective July 15, 2009. Those customers receiving service from Company under an existing plan as of July 14, 2009, will continue to receive that plan thereafter.

COMPETITIVE LOCAL CARRIER

SERVICE DESCRIPTIONS AND RATES CONTINUED

Any or all of the following features:

Call Waiting, Call Forwarding, Delayed Call Forwarding, Repeat Dialing, 3-way Calling, Caller ID, Distinctive Ringing, Last Call Return and Call Transfer.

Conditions: Unused monthly minutes do NOT carry over into the following month(s). Local calling minutes are billed 100% for the first minute, and in 6-second increments for the following minutes. Package minutes are tracked chronologically -- the free minutes are the first 1,000 used in the billing cycle. Customer must utilize company's long distance services as primary carrier.

5. Additional Business Line Plan: \$40.95 monthly (I)

The additional business line plan provides 1,000 minutes ZUM Zones 1-3 and IntraLATA calling; and any or all of the following features: Call Waiting, Call Forwarding, Delayed Call Forwarding, Repeat Dialing, 3-way Calling, Caller ID, Distinctive Ringing, Last Call Return and Call Transfer.

Conditions: Customer must subscribe to Company's Long Distance to purchase the package and first must purchase the Single-Line Package for \$59.95. Additional minutes are charged as follows: ala carte rates for ZUM Zone and IntraLATA calls; 7 cents per minute long distance in continental U.S. (any day, any time).

Unused monthly minutes do NOT carry over into the following month(s). The 1,000 minutes of ZUM Zone and IntraLATA calling may be pooled across multiple business lines purchasing the Additional Business Line Plan. Pooled minutes across lines must be used or forfeited at the end of each month. Local calling minutes are applied 100% for the first minute, and in 6-second increments for the following minutes. Package minutes are tracked chronologically, the free minutes are the first 1,000 used in the billing cycle.

6. Business Bundle Discount

When a customer subscribes to any two of the three available services (Data, Video, Voice eligible services detailed below) they will receive a 10% discount off of the normal rates of the selected services. If they subscribe to all three services they will receive a 15% discount off the normal rates of the three services.

The services eligible for this discount package are listed below.

<u>Data</u> (Internet Tiers)	<u>Video</u> (Cable TV)	<u>Voice</u> (Telephone)
256k	Basic Cable	Basic Line
768k	Basic Plus Cable	Additional Line
1.5mb	Music Choice	

7. Directory Assistance (Contra Costa County) \$0.75/call

8. Unlimited Phone \$50.95/month a la carte, \$40.95/month with Internet (I)

Includes unlimited local, regional and nationwide long-distance calling including calls to Canada, Puerto Rico, Guam and US Virgin Islands, plus 15 of the most popular calling features, including Voice Mail, Caller ID, Speed Dialing, and Call Waiting.

SERVICE DESCRIPTIONS AND RATES CONTINUED

- Includes Voice Mail, calling features, and additional lines for \$25.95/month

9. Bay Area Unlimited Phone \$35.95/month a la carte, \$25.95/month with Internet

Includes unlimited local calling in the Bay Area codes: 925, 415, 650, 831, 408, 510, and 707

- Add Voice Mail for \$5/month and calling features for \$5/month,
additional lines \$15.95/month

10. Local Unlimited Phone \$20.95/month

Includes unlimited calling to: 650 and 415 area codes (San Francisco/Peninsula businesses), and 925 area code (Concord/Walnut Creek businesses.)

- Add Voice Mail for \$5/month and calling features for \$5/month

11. Local Phone \$10.95/month

Includes 100 minutes of calling to: 650 and 415 area codes (San Francisco/Peninsula businesses), and 925 area code (Concord/Walnut Creek businesses.)

- Add Voice Mail for \$5/month and calling features for \$5/month

12. Directory Assistance (San Francisco & San Mateo Counties) \$0.85/call

II. Residential Services (Contra Costa County) *

1. Flat-Rate Telephone Line: \$14.95 /month (I)

Under this plan, customer receives a residential access line, ZUM Zone 1 and Zone 2 calls are included in the price of the access line. Zone 3 and IntraLATA are billed ala carte or customer may purchase add-on call plans for additional savings.

2. Measured Telephone: \$11.95 month (I)

Under this plan, customer receives a residential access line, and up to \$3.00 in ZUM Zone 1 and 2 calls are included in the price of the access line. All Calls above this included allotment are billed at a la carte rates, which vary depending on the Local Zone or other long distance destination called.

* Company is freezing or discontinuing all Residential Service rate plans for new customers, effective July 15, 2009. Those customers receiving service from Company under an existing plan as of July 14, 2009, will continue to receive that plan thereafter.

SERVICE DESCRIPTIONS AND RATES CONTINUED

3. Super Saver Phone: \$19.95/month (I)

Under this plan customer receives a residential access line, and unlimited calls in ZUM Zone 1 and ZUM Zone 2, and calls to Berkeley, California. The rate for this plan also includes up to 100 minutes of "Regional" calls. "Regional" calls are defined as Zone 3 and all other intralata calls beyond zone 3. "Regional" calls in excess of the 100 minute allotment are billed at the reduced rate of \$0.05 per minute. Additionally, the plan includes a reduction in rate to \$0.08 per minute for all interlata and interstate calls.

4. Enhanced Super Saver Phone: \$35.95/month (I)

Under this plan, customer receives a residential access line and unlimited calls in ZUM Zone 1 and ZUM Zone 2. The rate for this plan also includes up to a total of 500 minutes of "Regional" calls, interlata calls, and interstate calls. "Regional" calls are defined as Zone 3 and all other intralata calls beyond zone 3. "Regional," interlata and interstate calls in excess of the 500 minute allotment are billed at the reduced rate of \$0.05 per minute.

The plan also includes Caller ID with Name & Number.

If the customer also maintains a minimum level of service including Limited Basic Cable And Low Speed Internet service, the customer will receive an automatic discount of \$10.00 for this Service. The total rate for this service when bundled as described is \$25.95. (I)

5. Everything Phone Pack: \$55.95/month (I)

Under this plan, customer receives a residential access line, and unlimited calls in ZUM Zone 1 and ZUM Zone 2. The rate for this plan also includes up to a total of 1500 minutes of ZUM Zone 1 calls, ZUM Zone 2 calls, "Regional" calls, interlata calls, and interstate calls, and calls to Alaska and Hawaii. "Regional" calls are defined as Zone 3 and all other intralata calls beyond Zone 3. "Regional," interlata, interstate, Alaska, and Hawaii calls in excess of the 1500 minute allotment are billed at the reduced rate of \$0.05 per minute.

The plan also includes a package of 10 optional features and Voice Mail service.

If the customer also maintains a minimum level of service including Limited Basic Cable or Low Speed Internet Service, the customer will receive an automatic discount of \$10.00 for this service. The total rate of this service as described is \$45.95. (I)

6. Directory Assistance \$0.75/call

III. Residential Services (San Francisco and San Mateo Counties)*

1. Flat-Rate Telephone Line: \$12.95/month (I)

Under this plan, customer receives a residential access line, and unlimited local calls are included in the price of the access line. The customer may purchase add-on call plans for additional savings on other types of calls.

* Company is freezing or discontinuing all Residential Service rate plans for new customers, effective July 15, 2009. Those customers receiving service from Company under an existing plan as of July 14, 2009, will continue to receive that plan thereafter.

SERVICE DESCRIPTIONS AND RATES CONTINUED

2. Super Saver Phone: \$19.95/month (I)
 Under this plan, customer receives a residential access line, and unlimited local calls. The rate for this plan also includes up to 100 minutes of “Regional” calls. “Regional” calls are defined as all intralata calls to termination points between the outer Zone 3 boundary and the Lata boundary. “Regional” calls in excess of the 100 minute allotment are billed at the reduced rate of \$0.05 per minute.

3. Enhanced Super Saver Phone: \$35.95/month (I)
 Under this plan, customer receives a residential access line, and unlimited local calls. The rate for this plan also includes up to 500 minutes of “Regional” calls. “Regional” calls are defined as all intralata calls to termination points between the outer Zone 3 boundary and the Lata boundary. “Regional” calls in excess of the 500 minute allotment are billed at the reduced rate of \$0.08 per minute. Additionally, the rate includes 500 minutes of interlata and/or interstate calls. Interlata and interstate calls in excess of the 500 minute allotment are billed at the rate of 0.422 per minute.

The plan also includes Caller ID with Name & Number.

If the customer also maintains a minimum level of service including Limited Basic Cable and Low Speed Internet Service, the customer will receive an automatic discount of \$10.00 for this service. The total rate for this service when bundled as described is \$23.95. (I)

4. Everything Phone Pack: \$55.95/month (I)
 Under this plan, customer receives a residential access line, and unlimited local, “Regional,” interlata and interstate calls. The rate also includes unlimited calls to Alaska and Hawaii, Puerto Rico, the US Virgin Islands, and Canada. “Regional” calls are defined as all intralata calls to termination points between the outer Zone 3 boundary and the Lata boundary.

This plan also includes a package of 10 optional features and Voice Mail service.

If the customer also maintains a minimum level of service including Limited Basic Cable OR Low Speed Internet Service, the customer will receive an automatic discount of \$10.00 for this service. The total rate for this service when bundled as described is \$43.95. -

5. Unlimited Phone: \$35.95 (I)
 Unlimited local and domestic long-distance calling to 50 states, Guam, Puerto Rico, U.S. Virgin Islands, and international calls to Canada. Calling Features included. Additional Unlimited lines available at \$27.95/month per line (up to 3 lines total).

6. Directory Assistance \$0.85/call

7. Universal Lifeline Telephone Service

A. Rates

Flat Rate	\$5.35 monthly
Measured Rate	\$2.85 monthly
Allowance: 60 Unlimited calls	
61 and over - \$.08 rate per message	
Installation Charge	\$10.00
Non-recurring Service Charge	\$10.00

COMPETITIVE LOCAL CARRIER

SERVICE DESCRIPTIONS AND RATES CONTINUED

6. Universal Lifeline Telephone Service (continued)

Universal Lifeline Telephone Service is designed to help ensure that all Company customers have the opportunity to get basic local telephone service. For qualifying households, Lifeline Service installation and monthly service prices are offered at a significant discount. This service has the same features as the Measured Telephone Service offering free access to the California Relay Service via the 711 abbreviated dialing code. The option of voluntary toll restriction and toll limitation services, free. The option of voluntary toll restriction and toll limitation services, free access to toll-free numbers, and one-time free blocking of information services is available. Also, if required, unlimited installations of inside wire of a residence primary access line including the primary standard jack, at 50% of the non regulated charges when the work is performed by the company.

B. Eligibility

(D)

Household must have annual income at or below the amount listed in the chart below (on tariff sheet 48-T).

- Total household income and overall eligibility to participate in the program are subject to verification by the California Public Utilities Commission and/or by the Company. If it is found that the ULTS customer actually exceeds the income limitation, the customer will be removed from the program and may be back billed for previous discounts that the customer should not have received.

- No person who is claimed as a dependent on another person's income tax return shall be eligible.
- "Income" is defined as all revenues, from all household members, from whatever sources derived, whether taxable or non-taxable, including, but not limited to: wages, salaries, interest, dividends, spousal support and child support, grants, gifts, allowances, stipends, public assistance payments, social security and pensions, rental income, income from self-employment and case payments from other sources, and all employment-related, non-cash income.

C. Certification

(N)(D)

1.1 Each customer enrolling in the LifeLine program is subject to the certification process described below:

1.1.1 At Certification, the customer has the option of enrolling in

LifeLine under either:

Advice Letter No 135

Issued By:
 Joseph Kahl

File: 10/01/2021
 Effective: 11/01/2021

Decision No.

VP Regulatory & Public Affairs

Resolution: T

(i) the program-based criterion, or (ii) the income-based criterion.

1.1.1.1 If the customer has a household member currently enrolled in any of the means-tested programs listed in Section 5.1.5 of General Order 153, the customer should enroll under the program-based criterion and complete the section of certification form entitled “Method 1 Program-Based.”

1.1.1.2 If the customer does not have a household member currently enrolled in any of the means-tested programs listed in Section 5.1.5 of General Order 153, the customer *must* enroll under the income-based criterion and complete the section of the certification form entitled “Method 2 Income-Based”.

(N)(D)

COMPETITIVE LOCAL CARRIER

SERVICE DESCRIPTIONS AND RATES CONTINUED

(N)

- 1.1.2 The Certification form shall be signed by the customer whose name appears on the Company’s account, the customer’s legal guardian or a person operating pursuant to a power of attorney for such customer.
 - 1.1.2.1 By signing the form, the customer is self-certifying, under penalty of perjury, that the information contained in the completed form and submitted documents, if any, are true and correct.
- 1.1.3 The completed certification form and supporting documents, if any, must be received by the CertA on or before the deadline date specified in the form.
- 1.1.4 Any customer who fails to return the form or otherwise qualify for LifeLine as specified on the certification form by the deadline date shall have their application rejected.
 - 1.1.4.1 A utility may treat any unpaid LifeLine rates and charges as bad debt and seek reimbursement from the LifeLine program pursuant to Section 9.3.9 of General Order 153.
- 1.1.5 If a Customer has previously been certified while participating in the program with another carrier and subsequently changes carriers, while maintaining eligibility in all other respects, the Customer shall not be required to go through the certification process. If a Customer changes his or her principle place of residence, while maintaining eligibility in all other respects, the Customer shall not be required to go through the certification process.
- 1.1.6 Upon successful completion of the certification process, the customer’s basic service will be converted to LifeLine service and the customer’s account credited the difference between LifeLine rates and charges and regular tariff rates and charges, as outlined in Section 8.1 of General Order 153, and any deposits related to basic service, as of the Application Date. Customers with a net credit balance of at least \$10.00 reflected on their next bill may request a refund check in the amount of such net credit balance.
- 1.2 To remain in LifeLine, each LifeLine customer is subject to the annual verification process described below:
 - 1.2.1 At verification, the customer has the option of qualifying his or her continued eligibility under either: (i) the program-based criterion, or (ii) the income-based criterion.
 - 1.2.1.1 If the customer has a household member currently enrolled in any of the means-tested programs listed in Section 5.1.5 of General Order 153, the customer should continue his/her LifeLine enrollment under the program-based criterion and complete the section of the verification form entitled “Method 1 Program-Based.”
 - 1.2.1.2 If the customer does not have a household member currently enrolled in any of the means-tested programs listed in Section 5.1.5 of General Order 153, the customer *must* continue his/her LifeLine enrollment under the income- based criterion and complete the section of the verification form entitled “Method 2 Income-Based”.
 - 1.2.2 The Verification form shall be signed by the customer whose name appears on the Company’s account, the customer’s legal guardian or a person operating pursuant to a power of attorney for such customer.
 - 1.2.2.1 By signing the form, the customer is self-certifying, under penalty of perjury, that the information contained in the completed form and all submitted documents, if any, are true and correct.
 - 1.2.3 The completed verification form and all supporting documents, if any, must be received by the CertA on or before the due date specified in the form.
 - 1.2.4 Any customer who fails to qualify for continued eligibility to LifeLine shall be removed from the LifeLine program. Upon notification from the CertA, the utility shall convert the customer to regular residential service starting with the removal date provided by the CertA.

Astound Broadband, LLC
401 Kirkland Park Place, Suite 410
Kirkland, WA 98033

Schedule Cal. P.U.C. No. 1-T
6th Revised Sheet No. 47A.1-T

COMPETITIVE LOCAL CARRIER

(N)

COMPETITIVE LOCAL CARRIER

SERVICE DESCRIPTIONS AND RATES CONTINUED

- 1.2.5 Customers who wish to re-establish LifeLine service after removal from the program will (N) be treated as a new customer, subject to enrollment pursuant to Section 4.2 and a conversion charge. The LifeLine discount will not be applied retroactively to the date of removal.
- 1.3 LifeLine customers must notify the utility of any change that causes the LifeLine customers to no longer qualify for (i) LifeLine, or (ii) a second LifeLine line. Upon receipt of notification, the Company will change LifeLine to regular tariffed rates and charges for the services furnished. No service conversion charges shall be billed to the customer for this change in service.
 - 1.3.1 The Company may require service deposits, if applicable.
- 1.4 The CPUC may reduce LifeLine claim payments to the Company by the amount of LifeLine discounts and interest that the Company fails to bill to an ineligible customer found to be participating in the LifeLine programs.
- 1.5 The Commission or the Commission's agents may audit and verify a customer's eligibility to participate in the LifeLine program.
 - 1.5.1 Any LifeLine customer who is found to be ineligible to participate in the LifeLine program shall be removed from the LifeLine program.
 - 1.5.1.1 Upon notification from the Commission or the Commission's agent, the Company shall change the ineligible customer's LifeLine to regular tariffed rates and charges for the services furnished. Such notification shall specify the effective date of the change. No service conversion charges shall be billed to the customer for this change in service.
 - 1.5.1.1.1 The Company may require service deposits, if applicable.
 - 1.5.2 The Commission or the Commission's agent may bill the ineligible customer for any LifeLine discounts that the customer should not have received, plus interest determined in accordance with the 3-month commercial paper rate.
 - 1.5.2.1 The Commission or the Commission's agent will inform the Company that is also an ETC of the amount recovered from the ineligible customer and the applicable portion of this amount that should be returned to the federal Lifeline and/or Link-Up programs.
 - 1.5.2.2 The Company will include in the LifeLine claim the amount remitted to the federal Lifeline and/or Link-Up programs as directed by the Commission or the Commission's agent.
- 2. CERTIFYING AGENT (CertA)
 - 2.1 CertA is the third-party administrator retained by the CPUC.
 - 2.1.1 The role of the CertA is to qualify new LifeLine customers and to verify the continued eligibility of existing LifeLine customers.
 - 2.1.1.1 The CertA must furnish all LifeLine forms, instructions and letters to customers in their preferred language, as that language preference is provided to the CertA by the utilities.
 - 2.1.2 The schedule that the CertA must adhere to in evaluating a customer's qualification is attached to General Order 153 as Appendix E.
 - 2.2 All utilities must notify the CertA before their initial offering of LifeLine services and arrange the 2-way exchange of LifeLine customer data information.

COMPETITIVE LOCAL CARRIER

- 2.3 Company shall provide LifeLine customer information to CertA notwithstanding restrictions in their tariffs limiting the disclosure of non-published customer information. (N)

SERVICE DESCRIPTIONS AND RATES CONTINUED

- 2.3.1 Company must provide the CertA with their LifeLine customer activities before the end of the next business day after the in-service date of the customer's service order. (N)
- 2.3.2 Company must provide the CertA with their LifeLine customer activities initiated by the company before the end of the next business day from the time such actions were taken.
- 2.3.3 CertA shall provide each utility the following lists of LifeLine customers by the end of the next business day from the time of completion of customers' qualification review:
- 2.3.3.1 Newly enrolled customers that are found eligible to participate in LifeLine during the certification process.
 - 2.3.3.2 Customers that are found ineligible to participate in LifeLine during the certification process.
 - 2.3.3.3 Existing LifeLine customers that are found eligible to remain in LifeLine
 - 2.3.3.4 Existing LifeLine customers that are found ineligible to remain in LifeLine.
- 2.4 CertA shall notify customers in writing of the final decision of their LifeLine qualification including the right to challenge the CertA's findings.

(N)

COMPETITIVE LOCAL CARRIER

SERVICE DESCRIPTIONS AND RATES CONTINUED

6. Universal Lifeline Telephone Service (continued) (T)

C. Special Conditions:

• A ULTS customer and the members of the customer's household collectively have one, and only one ULTS line, except when the household has: (i) a disabled member who needs "two-line voice carryover" to access basic telephone service, or (ii) at least two members, one of whom is disabled and uses a text-telephone device. In this case, ULTS program benefits are expanded to provide for two ULTS lines.

D. Service Charges

i. The ULTS **Service Connection Charge** is applicable any time a qualifying household:

- (a) Establishes ULTS
- (b) Re-establishes ULTS at the same residence at which ULTS was previously provided
- (c) Establishes ULTS at a new residence
- (d) Switches ULTS from another utility to the Utility.

ii. The ULTS **Service Conversion Charge** will apply to requests from eligible recipients for changes in class, Type, or grade of service. Installation of non-ULTS lines and changes to the service other than as stated above shall be subject to the Utility's regular tariff rates.

E. Deferred- Payment Schedule For ULTS Customers

Eligible recipients of this service may have up to one (1) year to pay the Utility, in equal monthly installments with no interest, for the Reduced Service Connection Charges.

F. Income Limitation Requirements

<u>Household Size</u>	<u>Income Limitation</u>
1-2	\$24,000
3	\$28,000
4	\$34,000
Each additional member	\$5,800

Applicants must provide documentation proving the total household income is at or below the ULTS income maximum.

These Income limits are effective from June 1, 2009 to May 31, 2010. (T)

7. Senior Citizen Discount (T)

Discount

Eligible recipients will receive a \$2.00 discount off each product line they subscribe to (Telephone, Cable, Internet Access)

COMPETITIVE LOCAL CARRIER

SERVICE DESCRIPTION AND RATES CONTINUED

6. Universal Lifeline Telephone Service (Continued)

B. Eligibility (Cont'd)

- The income used to determine eligibility for the LifeLine Program is based on the definition of “total household income” as defined in G.O. 153
- No person who is claimed as a dependent on another person’s income tax return shall be eligible for ULTS.
- The applicant’s total household income and overall eligibility to participate in this program is subject to verification by the CPUC or its agent.
- A household shall be eligible to receive two LifeLine Lines if: (i) the household meets all Lifeline eligibility criteria under G.O. 153; (ii) the household has a disabled member who has immediate and continuous access within the household to a TTY; and (iii) the TTY is issued by a DDTP or a medical certificate indicating the household member’s need for a TTY is submitted.
- All lifeline rules and regulations that apply to one LifeLine line shall apply equally to the second LifeLine line provided to a household.
- A customer denied LifeLine eligibility for not being a member of a program listed in § 5.1.5 of G.O. 153, who can demonstrate membership in a county-equivalent means-test program can appeal the denial decision with the Commission Consumer Affairs Branch (CAB).

2. Program-Based

An applicant qualifies for ULTS if the applicant or someone in the applicant’s household is enrolled in one of the following public-assistance programs:

- Medicaid/Medi-Cal
- Low Income Home Energy Assistance Program (LIHEAP)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (Section 8)
- Food Stamps
- Temporary Assistance for Needy Families (TANF), also known in California as:
 - California Work Opportunity and Responsibility to Kids (CalWORKs) (N)
 - Stanislaus County Work Opportunity and Responsibility to Kids (StanWORKs) (N)
 - Welfare-to-Work (WTW) (N)
 - Greater Avenues for Independence (GAIN) (N)
- Health Families Category A
- National School Lunch’s Free Lunch Program (NSL)
- Tribal TANF
- Bureau of Indian Affairs General Assistance (D)
- Tribal Head Start
- Women, Infant and Children Program (WIC)

COMPETITIVE LOCAL CARRIER

SERVICE DESCRIPTION AND RATES CONTINUED

(D)

(D)

(T)

7. Senior Citizen Discount

Discount

Eligible recipients will receive a \$2.00 discount off each product line they subscribe to
(Telephone, Cable, Internet Access).

Astound Broadband, LLC
401 Kirkland Park Place, Suite 410
Kirkland, WA 98033

Schedule Cal. .P.U.C. No. 1-T
2nd Revised Sheet No. 47C-T

COMPETITIVE LOCAL CARRIER



Advice Letter No 103A
Decision No.

Issued By:
Keith Wietecki
President & CEO

File: 05/11/05
Effective: 06/01/05
Resolution: T-16591

COMPETITIVE LOCAL CARRIER

SERVICE DESCRIPTIONS AND RATES CONTINUED

Conditions

1. Customer must be 65 years of age or older.
2. To qualify customer must submit proof of age, via a valid driver's license or another state or federally approved picture identification.
3. This discount is not valid with any other company sponsored senior citizen discount.
4. The Subscriber is personally responsible for the payment of the cable charge to the Subscriber's residential living quarters and is directly billed by Astound Broadband for Cable services. Applicant must provide a copy of a Utility bill to the service address indicating the applicant is the principal resident at this address.

(D)

(D)

IV. Features

1. Features ~~Business~~

Any of the following features can be purchased individually for \$4.95/month.
Calling, Distinctive Ringing, Last Call Return, Call Transfer, Call/Waiting/Caller ID,
Call Forwarding Busy.

If two or more features are purchased together for the same line, each feature costs \$3.50/month.
There is no installation charge if features are added at the time of phone-line installation. If one
or multiple features are ordered after installation, there is a \$4.95.

COMPETITIVE LOCAL CARRIER

DESCRIPTIONS AND RATES CONTINUED

charge any time a customer changes features or switches to a package of features. (L)

b. Call Waiting/Caller ID may be purchased for \$10.95. this package includes Call Waiting, (N)
Caller ID, and Call/Waiting/Caller ID.

Customer must have a Call/Waiting/Caller ID Telephone for this feature to work. This type of telephone is available at most Electronic Equipment Retail Outlets. If this feature is ordered after installation, there is a \$4.95 charge. Likewise there is \$4.95 charge any time a customer changes features or switches to a package of features. (N)

2. Features - Residential

Customer may purchase any of the following features individually:
Call Waiting, Call Forwarding, Delayed Call Forwarding, Repeat Dialing, 3-way Calling, Distinctive Ringing, Last Call Return, Call/Waiting/Caller ID, Call Forwarding Busy Features are \$3.50/month when ordered individually.

Conditions: Customer must also subscribe to one of Company's residential line services or packages. There is no installation charge if features are added at the time of phone-line installation. If one or multiple features are ordered after installation, there is a \$4.95 charge. Likewise, there is a \$4.95 any time a customer changes features or switches to a package of features. If a customer selects Call Waiting/Caller ID feature they must also have Call Waiting, and Caller ID features. Customer must have a Call/Waiting/Caller ID Telephone for this feature to work. This type of telephone is available at most Electronic Equipment Retail Outlets. (N)

3. Two-Feature Deal: \$5.95/month

This service includes any two of the following features:
Call Waiting, Call Forwarding, Delayed Call Forwarding, Repeat Dialing, 3-way Calling, Distinctive Ringing, Last Call Return.

Conditions: Customer must also subscribe to one of Company's residential line services or packages. There is no installation charge if features are added at the time of phone-line installation. If one or multiple features are ordered after installation, there is a \$4.95 charge. Likewise, there is a \$4.95 any time a customer changes features or switches to a package of features.

COMPETITIVE LOCAL CARRIER

DESCRIPTIONS AND RATES CONTINUED

V. Services Applicable To Both Business or Residential Service.

1. ZUM/IntraLATA/Interstate Rates

ZUM Zone 1:	\$0.0125 per minute	(T)
ZUM Zone 2:	\$0.0250 per minute	(T)
ZUM Zone 3:	\$0.0500 per minute	(T)
IntraLATA:	\$0.05 per minute	(D)
		(D)

(L)

Customers can call to access phone numbers if they have the party's name and city, and the party they're trying to contact has not chosen to have an unlisted or unavailable number. This service is only available locally (for numbers within the San Francisco LATA) to Company's telephone customers. Customer can access the service locally by calling 411 or 555-1212.

3. Operator Services (Residential and Business):

Operator Dialed Services	\$1.00 per use
--------------------------	----------------

With this service, customers can dial the Operator and have Operator place call to recipient. This is charged whether the call is completed or not.

Customer-dialed Credit Card (per use)	\$0.75
Station-to-Station (per use)	\$2.00
Person-to-Person (per use)	\$5.00
Busy Line Verification (per use)	\$3.00
Busy Line Interrupt (per use)	\$4.50
Directory Assistance (per use)	\$0.50

(D)

(D)

COMPETITIVE LOCAL CARRIER

RESERVED FOR LATER USE

(D)

(D)

COMPETITIVE LOCAL CARRIER

SERVICE DESCRIPTIONS AND RATES CONTINUED

7. Voice Messaging ~~—~~ Residential \$6.95

Voice Messaging allows a customer to receive messages when callers call their residence and the customer's line is busy or is not answered within a designated number of rings. The message length is 2 minutes, the maximum number of messages is 20, and the storing capability is 20 days. Installation is \$10.00.

8. Voice Messaging ~~—~~ Business \$5.00 (R)

Voice Messaging allows a customer to receive messages when callers call their place of business and the customer's line is busy, or is not answered within a designated number of rings. The message length is 2 minutes, the maximum number of messages is 20, and the storing capability is 20 days. Installation is \$10.00.

COMPETITIVE LOCAL CARRIER

SERVICE DESCRIPTIONS AND RATES CONTINUED

VI. <u>Astound Wire Guard: (Residential)</u>			\$2.95	
This is a monthly recurring charge. (See details on page 52A-T)				
VII. <u>Special Services.</u>				
Service	Business		Residential	
**Reconnect Service			\$34.95	
***Nonpay Restart Service			\$10.00	
Add New Phone Number/Line			\$14.95	
Primary Interexchange Carrier (PIC) change charge:	\$5.00	*	\$5.00	
Change of Number after initial installation	\$35.00		\$35.00	
Feature Change Charge			\$4.95	
Number Portability Installation <u>Retain</u> Current NXX; non-recurring charge	\$10.00		\$10.00	
Activation Fee	\$9.99		\$9.99	(N)

*This rate does not apply when the customer changes to Astound Long Distance as their Primary Exchange Carrier
 **This rate applies when a customer is reconnecting the same service at the same address, or after the customer has been physically disconnected for non-payment.
 ***This rate applies when a customer's service is restored from a soft disconnect and no visit to premises is required.

COMPETITIVE LOCAL CARRIER

SERVICE DESCRIPTIONS AND RATES CONTINUED

VI. Astound Wire Guard: (Residential) (Continued from sheet No. 52-T)

(N)

1. General

Astound Broadband is responsible for maintaining network facilities from our head-end to customer's connection point. Without Astound Wire Guard, the customer is responsible for maintaining and repairing all inside wire, jacks and equipment (such as phones, faxes, modems, PCs, LANs, Xbox, etc.). If a customer subscribes to Astound Wire Guard, their inside wire and jacks are protected from costly service calls.

If customer is located in rented/leased facilities, military housing, condominiums or cooperative dwellings, the customer needs to determine whether they are responsible for repairs to the Inside Wire prior to subscribing to the service.

For a monthly fee, Astound Wire Guard provides trouble isolation service and repair service on standard inside wire and jacks. Standard inside wire is wiring that meets the specifications outlined in the National Electrical Code and the Electronic Industry Association standards and has been installed in accordance with these standards.

2. Coverage

a. **Diagnosis:** When a subscriber reports trouble that interferes with the proper functioning of their Astound services, we will test the line to determine if the trouble is on the company side of the connection point (demarcation point between our responsibility and your responsibility) or on the customer side. If the trouble is on the company side of the connection point, the trouble will be repaired at company expense. If the trouble is on customer side of the connection point, we will test the line to determine if the trouble is the Inside Wire or a specific piece of equipment.

b. **Inside Wire Trouble:** If the trouble is the customer Inside Wiring and they have Astound Wire Guard, we will repair or replace the defective Inside Wiring at no additional cost. Astound Wire Guard provides repair and replacement of standard Inside Wire: cable wires, outlets & fittings, and Astound data wiring within the customer's premise. At our discretion, we determine the manner in which repairs will be made, and the color and specifications of replaced wire, jacks and connecting blocks. Surface mounting is the standard for replaced wiring and jacks. Requests for replacement with concealed wiring requiring extra work will be subject to time and material charges.

3. Exclusions — What is NOT included in Astound Wire Guard

a. Inside wiring rendered defective by negligence, willful damage, or vandalism.

b. Inside wiring rendered defective by faulty and/or improperly installed equipment (e.g., phones, faxes, modems, DVD players, Xbox, etc.).

c. Inside wire that was not included or was defective when the service was ordered .

d. Inside wire that is not connected to the network by Astound, such as Home LAN equipment.

(N)

COMPETITIVE LOCAL CARRIER

SERVICE DESCRIPTIONS AND RATES CONTINUED

VI. Inside Wire Maintenance: (Residential) — (Continued from sheet No. 52A-T)

(N)

3. Exclusions (continued)

- e. Inside Wire that is not standard. Standard inside wire is wiring that meets the specifications outlined in the National Electrical Code and the Electronic Industry Association standards and has been installed in accordance with these standards.
- f. Repair of wiring for boat slips and special boat cords and jacks.
- g. Jacks located outdoors except for waterproof jacks located on the exterior of your premises.
- h. For multi-unit dwellings, problems occurring in horizontal and/or riser cable.
- i. Damage occurring to inside wire in connection with physical damage (by reason of flood, earthquake, acts of war, fire, lightning, wind, or other casualty) to a portion of a residence premise: repair or replacement of wire normally is provided so long as continuous Astound service(s) is provided at the premises. If destruction of a residence premises is so severe that Astound service(s) is or must be disconnected and subsequently reestablished, the installation or replacement of Inside Wire is not covered.
- j. Inside Wiring is not covered when we are prevented from accessing it, for example, by the owner of the property, by government or military authorities (i.e., the Customer lives on a military base), or by your landlord.

4. Conditions

- a. Upon purchase of the Astound Wire Guard, customer agrees to sign up to a minimum of 12 months of coverage.
- b. If the work requested requires conduit, cutting and patching of finished walls, floors, and ceilings, or structure modifications, the customer is responsible for arranging to have such work performed.
- c. Astound Wire Guard becomes effective immediately after the customer's order is completed, except that the service will become effective for Customers ordering new Astound service on the date of the installation, and for customers ordering Astound Wire Guard at the time of a repair or installation visit, on the day of the premises visit.
- d. The customer may cancel Astound Wire Guard any time after the first twelve months by calling Astound Customer Service Center.
- e. The company may cancel Astound Wire Guard upon a customer's failure to pay the charges in a timely manner, or in cases of Astound Wire Guard abuse.

(N)

COMPETITIVE LOCAL CARRIER

RESERVED FOR LATER USE

(D)

(D)

COMPETITIVE LOCAL CARRIER

SERVICE DESCRIPTIONS AND RATES (CONT.)

(D)

(D)

5. EMPLOYEES' TELEPHONE SERVICE

A. General

Employees' Service is offered to all permanent officers, agents, or employees at their residence telephone within the Company's service area.

B. Rates

- a. Employees may receive discounts on services at the discretion of the Company.
- b. No charge will be made for installations, moves, or changes associated with employees' service.

(D)

- c. Service may be furnished by the Company at its expense in the residence of employees, when in its judgment, the interests of the Company in rendering continuous service to the public will be advanced, and shall be limited to employees who are frequently contacted at their residence outside of the regular office hours, concerning affairs relating to the business of the Company.

(T)

(D)

(D)

COMPETITIVE LOCAL CARRIER

RESERVED FOR LATER USE

(D)

(D)

Advice Letter No 101

Issued By:
Steven Weed
CEO

File:
Effective:
Resolution:

Decision No.

COMPETITIVE LOCAL CARRIER

SERVICE DESCRIPTIONS AND RATES (CONT)

(D)

(D)

COMPETITIVE LOCAL CARRIER

SERVICE DESCRIPTIONS AND RATES (CONT.)

(D)

(D)

SERVICE DESCRIPTIONS AND RATES (CONTINUED)

7). REFER-A-FRIEND PROGRAM

(T)

A. General

Referring customer will get one month free of their monthly service charge, up to a maximum of \$50 credit for each eligible referral. Credit amount is equal to one (1) month of customer's base a la carte or bundled rate up to a maximum of \$50. Taxes, fees, surcharges, or any other additional charges (e.g. Video ON DEMAND, Pay-Per-View, long-distance phone usage, installation charges, etc.) do not count toward your monthly base rate and therefore, are not included in the credit. Should duplicate referrals occur, consideration will be granted on a first-come, first-served basis.

B. Eligibility

Offer available to active or pending install company customer (pending customers must be installed within 30 days of submitting the referral.) Customer must complete the online referral form in order to be eligible for the credit. Referral must reside in an company serviceable residence and not currently subscribe to any company services, or reside in an active company customer's address. Referral must not reside in any address where there is a bulk billing arrangement. Any new customers whom you referred must be installed within 90 days of the referral submission. Former customers whose service has been disconnected for less than 90 days, or who have back balances outstanding, will not qualify for the referral credit. Referring customer cannot be a company Employee or associated with certain customer types.

C. Limitations

You need to be a current customer in good standing (i.e., no past due balances) with the company at the time of referral and if you are about to become a company customer you can submit referrals, but you must be installed within 30 days of submitting any referrals. You must also be a current customer in good standing (i.e., no past due balances) at the time referral credit is posted to your account. Company customers will not be eligible for a credit if referral is received after the prospective customer has placed an order and is awaiting installation.

New referred customer must maintain active service for at least 60 days and be in good standing (i.e., no past due balances) at the time the credit is posted to the referring customer's account. Any unused credits shall expire upon cancellation of service for any reason and cannot be transferred, assigned, or redeemed for cash or refund.

D. Further Information:

- Credit will be applied to referring customer's account within 60 days, or 2-3 billing cycles, after referral is installed with service. Credit shall apply to future company services only.
- A company Sales Representative will contact your referral at the phone number you provide.
- Company will provide you with periodic updates on the status of your referral / credit at the email address or phone number you provide.
- Program limited to 24 referral credits in a calendar year.



COMPETITIVE LOCAL CARRIER

RESERVED FOR LATER USE

(D)

(D)

COMPETITIVE LOCAL CARRIER

SERVICE DESCRIPTIONS AND RATES (CONT)

VIII. Directory Listings

(T)

1. The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.
2. The Company reserves the right to limit the length of any listing in the directory by abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
3. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
4. In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
5. Directory listings are provided in connection with each Customer service as specified herein.

6. Non-Recurring Charges

Non-Recurring Charges associated with Directory Listings are as follows:

	<u>Non-Recurring</u>
Primary Listing (one number)	N/C

7. Recurring Charges

Monthly Recurring Charges associated with Directory Listings are as follows:

	<u>Monthly</u>	
Primary Listing (one number)	N/C	
Additional/Alternate Listing	\$3.50	
Semi-Private (Unpublished) Number	\$0.20	
Private-Listing (Unpublished & Unlisted)	\$0.32	
Alternate Call Listing	\$3.50	(N)

Astound Broadband, LLC
401 Kirkland Park Place, Suite 410
Kirkland, WA 98033

Schedule Cal. P.U.C. No. 1-T
3rd Revised Sheet No. 54-T

Advice Letter No 101

Decision No.

Issued By:
Keith Wieteki
President & CEO

File: 05/20/02
Effective: 06/01/02
Resolution:

COMPETITIVE LOCAL CARRIER

SERVICE DESCRIPTIONS AND RATES (CONT)

- IX. Emergency Services (Enhanced 911)** (T)
- Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).
- X. Promotional Offerings** (T)
- The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings are subject to the approval of the Commission.
- XI. Customer Service** (T)
- Customer service is available 24 hours a day, seven days a week by calling 1-800-427-8686 (T) or writing Astound Broadband, LLC at 401 Kirkland Park Place, Suite 410, Kirkland, WA 98033.

COMPETITIVE LOCAL CARRIER

RESERVED FOR LATER USE

(D)

(D)

COMPETITIVE LOCAL CARRIER

RESERVED FOR LATER USE

(D)

(D)

COMPETITIVE LOCAL CARRIER

SAMPLE FORMS

B. Sample Invoice

(N) (D)

(N) (D)

Advice Letter No 101

Decision No.

Issued By:
Steven Weed
CEO

File:
Effective:
Resolution:

--	--