COMPETITIVE LOCAL CARRIER

Tariff Schedule Applicable to

INTRASTATE SWITCHED ACCESS SERVICE

Of

TGEC COMMUNICATIONS CO., LLC

U-5908-C

Applying the rates, terms and conditions applicable to the provision of Intrastate Access Services provided by TGEC Communications Co., LLC to Carrier Customers of Switched Access Services in the state of California.

This Tariff Cancels and Replaces Schedule Cal. P.U.C. No 2-T in its Entirety.

COMPETITIVE LOCAL CARRIER

TABLE OF CONTENTS

	Sheet No.
TABLE OF CONTENTS	1
CHECK SHEET	3
TARIFF FORMAT	4
PRELIMINARY STATEMENT	5
APPLICATION OF TARIFF	5
AVAILABILITY OF THE COMPANY'S TARIFF	5
EXPLANATIONOF SYMBOLS	6
ABBREVIATIONS	6
SERVICE AREA MAP	8
1.0 RATE SCHEDULES	9
Schedule 1: Special Conditions Applicable to All Rate Schedules	9
1. Rates Based on Distance	9
2. Cancellation of Access Service Order	9
Schedule 2: Interconnection and Termination of Local Exchange Carrier Traffic	10
1. Interconnection	10
2. Termination and Transit of Local and IntraLATA Toll Traffic	10
Schedule 3: Standard Rate Categories	12
1. General	12
Schedule 4: Switched Access	15
1. General	15
2. Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved	16
3. Rate Categories	18
4. Billing of Access Minutes	19
5. Rates and Charges	20
Schedule 5: Reserved for Future Use	21
Schedule 6: Reserved for Future Use	22
Schedule 7: Reserved for Future Use	23
Schedule 8: Dedicated Transport	24
1. General	24
2. Service Descriptions	24
3. Rates	25
Schedule 9: Special Construction	26
1. General	26
2. Rates	26
Schedule 10: Number Portability	27
1. SPNP Database Service	27
2.0 RULES	28
1. Definitions	28
2. Description of Special Access Service	34
3. Application for Service	35

4. Contracts 37
5. Establishment and Re-establishment of Credit 38
6. Advance Payments, Deposits, and Guarantors 39
7. Notices and Communications 41
8. Rendering and Payment of Bills 42
9. Disputed Bill Procedure 44
10. Jurisdictional Report Requirements 45
11. Discontinuance and Restoration of Service 48
12. Temporary Service 50
13. Continuity of Service 51
14. Service Connections and Facilities on Customers' Premises 55
15. Liability 56
16. Limitations of Service 58
17. Use of Service 59
18. Responsibilities of the Customer 60
3.0 INDIVIDUAL CASE BASIS ARRANGEMENTS 62

COMPETITIVE LOCAL CARRIER

CHECK SHEET

Sheets of this tariff as listed below are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Sheet	Revision	Sheet	Revision
Title	Original	39	Original
1	Original	40	Original
2	Original	41	Original
3	Original	42	Original
4	Original	43	Original
5	Original	44	Original
6	Original	45	Original
7	Original	46	Original
8	Original	47	Original
9	Original	48	Original
10	Original	49	Original
11	Original	50	Original
12	Original	51	Original
13	Original	52	Original
14	Original	53	Original
15	Original	54	Original
16	Original	55	Original
17	Original	56	Original
18	Original	57	Original
19	Original	58	Original
20	Original	59	Original
21	Original	60	Original
22	Original	61	Original
23	Original	62	Original
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		
32	Original		
33	Original		
34	Original		
35	Original		
36	Original		
37	Original		
38	Original		

COMPETITIVE LOCAL CARRIER

TARIFF FORMAT

1. Sheet Numbering -Sheet numbers appear in the upper right corner of the page. 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 sheets 14 and 15 would be 14.1.

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

3. Paragraph Numbering Sequence -There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
   2.
   2(A)
   2(A)(1)
   2(A)(1)(a)
   2(A)(1)(a)(i)

4. Check Sheets -When a tariff filing is made with the California PUC, 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 pages are added, the check sheet is changed to reflect the revision.

COMPETITIVE LOCAL CARRIER

PRELIMINARY STATEMENT

This tariff sets forth the rates, rules and regulations of TGEC Communications, Inc. applicable to its provision of access service and interconnection within the State of California to Carrier Customers located in exchange areas served by Pacific Bell, Roseville Telephone Co., GTE California, and Citizens Utilities.

The Company has been authorized by the California Public Utilities Commission (CPUC) to provide competitive local exchange service and interexchange service.

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

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate access services by TGEC Communications, Inc. to Carrier Customers of access services.

This tariff applies only for the use of the Company's services where facilities exist for communications between points within the State of California; this includes the use of the Company's network to complete an end to end intrastate communication.

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:

TGEC Communications Co., LLC
6855 Tujunga Avenue
North Hollywood, CA 91605

The tariff is also available for public inspection at the California Public Utilities Commission.

COMPETITIVE LOCAL CARRIER

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 schedules 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 change in rate, rule or condition.

ABBREVIATIONS

DCS - Digital Cross Connect System.

DS0 - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

DS1 - Digital Signal Level 1; a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

DS3 - Digital Signal Level 3; a dedicated, high capacity channel with a line speed of 44.736 Mbps. DS3 has the equivalent capacity of 28 DS1 Services.

Gbps - Gigabits per second; billions of bits per second.

ICB - Individual Case Basis.

Kbps - Kilobits per second; 1000s of bits per second.

LATA - Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

LEC - Local Exchange Company.

Mbps - Megabits per second; millions of bits per second.

N/A - Not Available.

OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.

OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.

POP - Point of Presence.

COMPETITIVE LOCAL CARRIER

SERVICE AREA MAP

The Company has been authorized by the CPUC to provide competitive local exchange service within the areas of the State of California identified on the following map, which depicts the combined service areas of AT&T/Pacific Bell, Surewest Telephone, Verizon California, and Citizens Telecommunications Company of California.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES

Schedule 1: Special Conditions Applicable to All Rate Schedules

1. Rates Based on Distance

Where the charges for service are specified based upon distance, the following rules apply.

Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number).

2. Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

If an Access Order is canceled, the Customer will be billed a flat cancellation fee or actual costs, whichever is greater.

Cancellation Fee $50.00

1.0 RATE SCHEDULES, cont'd.

Schedule 2: Interconnection and Termination of Local Exchange Carrier Traffic

1. Interconnection

Arrangements for interconnection by incumbent local exchange carriers and competitive local carriers with the Company's facilities for the completion of local and intraLATA toll traffic will be negotiated on a case by case basis.

2. Termination and Transit of Local and IntraLATA Toll Traffic

The Company will complete local calls and intraLATA toll calls, as defined by the distance between the rate centers associated with the calling and called parties' telephone numbers, for Exchange Access Carriers with which the Company has direct or indirect interconnections. The terms, conditions, and compensation methods for handling such calls will be negotiated on a case by case basis; provided that, in cases where no agreement is in place for completion of such calls, the rates, terms and conditions provided in this tariff, following, shall be charged to the originating carrier for calls terminated by the Company. In addition to the rates specified below, if the originating carrier assesses TGEC any tariff charges for the origination of local calls, as defined by the distance between the rate centers associated with the calling and called parties' telephone numbers, pursuant to either the originating carrier's intrastate or interstate tariff, the originating carrier shall be charged on a reciprocal basis an additional termination charge equal to the amount the originating carrier assesses TGEC for the origination of locally-rated calls.

TGEC Communications Co., LLC's local termination rate applies to all local exchange carriers originating locally dialed traffic to TGEC Communications Co., LLC's network for termination until an interconnection agreement is negotiated and effective. A carrier's notice of its intent to implement the FCC ISP plan must be incorporated into an interconnection agreement with TGEC to supersede the terms and conditions in this tariff.

(A) Rates

(1) Local Call Termination

	Charge
Set up (per call attempt)	$.0020
MOU (minute of use)	$.0020

(2) IntraLATA Toll Termination

The rates for Switched Access Rates in Schedule 4, following, apply.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, cont'd.

Schedule 2: Interconnection and Termination of Local Exchange Carrier Traffic, cont'd.

2. Termination and Transit of Local and IntraLATA Toll Traffic, cont'd.

(A) Rates, cont'd.
(3) Transit Traffic Charge

	Charge
Set up (per call attempt)	$.0020
MOU (minute of use)	$.0020

1.0 RATE SCHEDULES, cont'd.

Schedule 3: Standard Rate Categories

1. General

The following rate categories apply to all forms of Switched Access Service, unless explicitly accepted:

· Carrier Common Line
· Local Transport
· Switching

Due to current billing system limitations, billing of certain of the following rate categories may appear on the billing invoice under a similar but not identical term. If the applicable rate category is unclear from the invoice, the corresponding invoice name will be provided upon request.

(A) Carrier Common Line

Carrier Common Line ("CCL") Access Service provides for the use of Company common lines by Customers for access to End Users to furnish intrastate communications service. Carrier Common Line Access is provided where the Customer obtains Switched Access Service under this Tariff or ICB agreement. The CCL rate will be charged where permitted by law.

(B) Local Transport

The Local Transport Rate Category includes five classifications of rate elements: (1) Entrance Facility, (2) Direct Trunked Transport, (3) Tandem Switched Transport, and (4) Multiplexing.

(1) Entrance Facility

The Entrance Facility provides a communications path between a Customer Premises and the TGEC switching office. Two types of Entrance Facility are available: Voice Grade, which is a voice frequency transmission capability in the nominal range of 300 to 3000 Hz and may be terminated 4-wire; or DS1, which is a facility capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

1.0 RATE SCHEDULES, cont'd.

Schedule 3: Standard Rate Categories, cont'd

(2) Local Transport-Direct Trunked Transport

The Local Transport-Direct Trunked Transport provides the transmission path from the serving wire center of the Customer's Premises to an TGEC switch. This transmission path is dedicated to the use of a single Customer. Two types of Direct Trunked Transport are available: Voice Grade, which is voice frequency transmission capability in the nominal range of 300 to 3000 Hz and may be terminated 4-wire; or DS1 which is a facility capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

The Local Transport-Direct Trunked Transport rate category is comprised of a monthly fixed termination rate and a monthly per mile rate based on the facility provided. The fixed termination rate compensates TGEC for its circuit equipment at the ends of the transmission link(s). The per mile rate compensates TGEC for the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Local Transport-Direct Trunked Transport rate is the sum of the fixed rate and the per mile rate. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the Customer's premises and the TGEC switch or to a non-TGEC switch where TGEC is an intermediate carrier.

(3) Local Transport-Tandem Transport

Tandem Transport provides a communications path between the TGEC switching office and a switching office of another carrier wherein the call is either transferred to or from the TGEC network. Tandem Transport rates consist of a Tandem Transport Termination rate, a Tandem Transport Facility rate, and a Tandem Functionality Switching rate.

(a) The Tandem Switched Termination rate is applied on a per access minute basis for all originating and terminating minutes of use routed between the TGEC switching office and a switching office of another carrier. This charge will apply even if the TGEC interoffice transmission equipment is collocated in the same building as the switching office to which the traffic is transferred (i.e.mileage is zero).

(b) The Tandem Switched Facility rate is applied on a per access minute per mile basis for all originating and terminating minutes of use routed over the interoffice facility connecting the TGEC switching office and the switching office to which the traffic is transferred.

1.0 RATE SCHEDULES, cont'd.

Schedule 3: Standard Rate Categories, cont'd

(4) Multiplexing

Multiplexing provides the capability of converting the capacity or bandwidth of a facility from a higher level to a lower level or from a lower level to a higher level. Multiplexing arrangements are associated with the facility with the higher capacity or bandwidth (e.g., a DS1 to voice grade multiplexing arrangement is associated with the facility using a DS1 connection).

(C) Switching

(1) Switching -Origination or Termination

The Switching rate category provides the originating or terminating switching functions necessary to complete the transmission of Switched Access communications to and from End Users. The Switching rate category consists of a Switching -Origination and Termination rate element and an Information rate element. The Switching rate element provides for the use of PACIFIC CENTREX Services' Switching equipment for purposes of originating or terminating calls, the terminations for the end user common lines terminating in the TGEC Switch, and the termination of a call at a Company Intercept operator or recording.

(2) Tandem Functionality

The Tandem Functionality Switching rate is applied on a per minute, per switch basis for all minutes of use switched wherein TGEC performs tandem functionality or acts as an intermediate carrier. The Tandem Functionality Switch rate is applied in lieu of the Switching -Origination or Termination rate for an 800 call when the call originates on a CMRS network.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, cont'd.

Schedule 4: Switched Access

1. General

Switched Access Service, which is available to Customers for their use in furnishing services to End Users, provides a two-point communications path between a Customer's premises (or a collocated interconnection location) and an End User's Premises, with or without another carrier providing service directly to the End User. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an End User's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the customer desires to originate or terminate calls. Company and affected carriers may mutually agree to the application of rates different from the rates contained in this tariff.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an End User or Customer accesses them when originating or terminating calls.

(A) Feature Group B ("FGB") Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 950-XXXX access code for the Customer's use in originating and terminating communications.

(B) Feature Group D ("FGD") Access, which is available to all Customers, provides trunk side access to Company local switches with an associated uniform 10XXX or 101 XXXX access code for the Customer's use in originating and terminating communications. End Users may also originate calls to a selected FGD Access Customer by dialing 1 + NPANXX-XXXX when using the Company's presubscription service, or by dialing a local or ten-digit number when originating a call using another Exchange Telephone Company's services.

(C) Toll Free Data Base Access Service, which is available to all Customers, provides trunk side access to Company local switches in the originating direction only, for the Customer's use in originating calls dialed by an End User to telephone numbers beginning with prefixes associated with toll free calls, such as "800" or "888". Direct Trunk, which is available to Customers that have direct trunks connected to TGEC local switching, provides trunk side access to Company local switches for the sole purpose of originating and terminating interexchange communications with an associated uniform 10XXX or 101 XXXX access code for the Customer's use in originating and terminating communications. End Users may also originate calls to a selected Direct Trunk Customer by dialing 1 + NPANXX-XXXX when using the Company's presubscription service, or by dialing a local or ten-digit number when originating a call using another Exchange Telephone Company's services. All traffic routed by a Customer over a Direct Trunk facility is subject to applicable access charges.

1.0 RATE SCHEDULES, cont'd.

Schedule 4: Switched Access, cont'd.

2. Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved
Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates. The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD). The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

(A) For Feature Group B and/or D Switched Access Service, when the first point of switching is not in the same Exchange Telephone Company's territory as the Customer premises, the Customer must supply a copy of the order to the Exchange Telephone Company in whose territory the Customer premises is located and any other Exchange Telephone Company(s) involved in providing the service.

(B) Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff. The rate for the transport elements will be determined as set forth in Section 5. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

(C) The charge for the Local Transport Facility and Termination rate elements for services provided as set forth above are determined as follows:

(1) Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport Facility, as defined below.

1.0 RATE SCHEDULES, cont'd.

Schedule 4: Switched Access, cont'd.

2. Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved, cont'd.

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

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

(b) Multiply:
The number of access minutes by the Company's appropriate Local Transport Termination per minute rate. The resulting amount is the Company's total Local Transport Termination charge.

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

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

(E) Until the National Exchange Carrier Association, Inc. Tariff FCC No. 5 is revised to include the following meet points, the applicable billing percentage factors for Feature Group B or D Switched Access Service traffic between certain Company end offices and Pacific Bell Telephone Company, Inc. offices as set forth in TGEC International Tariff FCC No. 2.

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

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

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, cont'd.

Schedule 4: Switched Access, cont'd.

3. Rate Categories

There are several rate categories which apply to switched access service and are described in Schedule 3. Additional rate elements that may be charged are Toll-free 8XX Database Access Service and Common Carrier Line Charge.

The Company provides originating and terminating switched access service through a single blended rate based on aggregate traffic volumes from the following cost categories: end office switching (including end office set-up), tandem switching, tandem transport, and information surcharge.

(A) Toll-Free 8XX Database Access Service

Toll Free Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the data base to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed Toll Free number. Charges for Toll Free Data Base Access Service apply on a per-query basis.

(B) Intermediate Carrier for CMRS Traffic Access Service

Intermediate Carrier for CMRS Traffic Access Service is a service that provides for the carrying of CMRS originated traffic, including 8XX traffic, from a CMRS Mobile Switching Office ("MTSO") to Company Local Switch and then to an access Customer. Company will charge for all elements of service that it provides in routing such traffic including the tandem functionality switching rate, all applicable Local transport elements, and any 800 database queries.

(C) Carrier Common Line Charge

Carrier Common Line Charge ("CCLC") is a charge to all Common Carriers accessing TGEC 's switched facilities that applies on an access per-minute-of-use basis.

(D) Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

1.0 RATE SCHEDULES, cont'd.

Schedule 4: Switched Access, cont'd.

4. Billing of Access Minutes

(A) When recording originating calls over Feature Group Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the customer's facilities. The measurement of originating call usage over Feature Group Access ends when the originating Feature Group Access entry switch receives disconnect supervision from either the originating end user's local switching center (indicating that the originating end user has disconnected), or the customer's facilities, whichever is recognized first by the entry switch.

(B) For terminating calls over Feature Group Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the carrier's trunk group at the point of presence within the LATA. The measurement of terminating call usage over Feature Group Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

(C) When recording originating calls over Feature Group Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exist message by the switch for tandem trunk groups. The measurement of originating Feature Group Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

(D) For terminating calls over Feature Group Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating end user. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the customer in the form of an answer message. The measurement of terminating Feature Group Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, cont'd.

Schedule 4: Switched Access, cont'd.

5. Rates and Charges

(A) Intrastate Interexchange (IntraLATA or InterLATA Calls)

The rates shown apply to the specified elements except in cases where switched access service is provided jointly by the Company and another interconnecting local exchange carrier under a meet-point billing agreement approved by the Commission that provides for a single tariff/tariff billing for such services at the rates of such other carrier.

Effective as of April, 2008, the Company will apply a single blended rate covering all of the following switched access element categories: end office switching (including end office set-up), tandem switching, tandem transport, and information surcharge; provided that, effective as of January 1, 2009, the Company will apply specified access rates on an element-by-element basis in cases where access is provided jointly by the Company and one or more other local exchange carriers on a meet-point-billed basis.

Rate Element Charge

Blended Switched Access (per access minutes of use)	$0.0188155

(B) Toll-Free 8XX Database Access Service

Per query	$0.00479

(C) Switched Access Optional Features

All optional features are offered on an Individual Case Basis (ICB).

1.0 RATE SCHEDULES, cont'd.

Schedule 5: Reserved for Future Use

1.0 RATE SCHEDULES, cont'd.

Schedule 6: Reserved for Future Use

1.0 RATE SCHEDULES, cont'd.

Schedule 7: Reserved for Future Use

1.0 RATE SCHEDULES, cont'd.

Schedule 8: Dedicated Transport

1. General

(A) Dedicated Transport is available to Carrier Customers who execute a Company ASR. Specific terms and conditions of this service will be governed by Company's Local Exchange Tariff, on file with the Commission or by ICB contract, the terms and conditions of which will be filed with the Commission.

(B) Calculation of Distance - Charges for all mileage sensitive services are based on the airline distance between the Company's Central Offices which serve the originating and terminating locations of the Customer. Actual distance calculations are performed according to the standard set by the Local Exchange Company in the specific locality.

(C) Standard Pricing Plan Description

(1) Recurring Charges

Recurring charges will vary based on the locality of service, capacity of service, the distance of service and the term plan selected. Recurring charges are applied on a circuit basis and reflect complete end-to-end charges.

(2) Term Plan

Recurring charges for services purchased under a Term Plan will be fixed for the life of the term.

2. Service Descriptions

Dedicated Transport Service allows the Customer to connect two locations with private dedicated service at one of a number of transmission speeds.

(A) DS3 Service

DS3 Service is a dedicated, high capacity channel with a line speed of 44.736 Mbps. DS3 Service has the equivalent capacity of 28 DS1 Services at 1.544 Mbps or 672 Voice Grade Services at 56/64 Kbps.

(B) DS1 Service

DS1 Service is a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade services or 24 DS0 services.

1.0 RATE SCHEDULES, cont'd.

Schedule 8: Dedicated Transport, cont'd.

2. Service Descriptions, cont'd.

(C) DS0 Service

DS0 Service is a dedicated digital channel with line speeds of 2.4, 4.8, 9.6, 56 or 64 Kbps.

3. Rates

(A)	DS3 Service	ICB
(B)	DS1 Service	ICB
(C)	DS0 Service	ICB

1.0 RATE SCHEDULES, cont'd.

Schedule 9: Special Construction

1. General

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction is undertaken:

(A) Where facilities are not presently available;

(B) Where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;

(C) Where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;

(D) Where the service is in a quantity greater than that which the Company would normally provide;

(E) Where service is requested on an expedited basis;

(F) Where service is requested on a temporary basis until permanent facilities are available;

(G) Where the service requested involves abnormal costs; or

(H) Where service is requested in advance of the Company's normal construction schedule.

2. Rates

By quote.

COMPETITIVE LOCAL CARRIER

Schedule 10: Number Portability

1. SPNP Database Service
   SPNP is an interstate service which is provided as needed pursuant to terms and pricing outlined in the Company's FCC Tariff No. 2.

COMPETITIVE LOCAL CARRIER

2.0 RULES

1. Definitions

ACCESS CODE - Denotes a uniform code assigned to the Company. The code has the form 10XXX or 101XXXX for direct access; 950-0XXX or 950-1XXX for calling card access.

ACCESS MINUTES - Denotes customer usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS SERVICE - The Company's intrastate access services offered pursuant to this tariff.

Access Service Request - The order placed with a Local Exchange Carrier (Company) for Access.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic as an intermediate between carrier other switching facilities that originate or terminate calls to or from an End User..

ACCOUNT - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (offhook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

BIT - The smallest unit of information in a binary system of notation.

BITS PER SECOND (bps) - The number of bits transmitted in a one second interval.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER CUSTOMER - The term “Carrier Customer” refers to an Interexchange Carrier utilizing the Company’s Switched or Dedicated Access services described in this tariff to reach End Users.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

CLC - COMPETITIVE LOCAL CARRIER. A common carrier that was issued a Certificate of Public Convenience and Necessity after July 24, 1995 to provide telecommunications within a specific geographic area.

COLLOCATION - Carrier facilities and/or equipment located in another carrier's facility.

2.0 RULES, cont'd.

1. Definitions, cont'd.

COMMERCIAL MOBILE RADIO SERVICE ("CMRS") - Cellular and PCS service that originates or terminates on a wireless handset and has calls routed through a Mobile Switching Office ("MTSO").

COMMON CARRIER - Denotes any certificated individual, partnership, association, joint -stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY - TGEC Communications, Inc.

CONSTRUCTIVE ORDER - In the absence of an Access Service Request or other written order, any delivery of calls to or receipt of calls from any Customer of the Company's services constitutes a Constructive Order to purchase switched access services as described herein. Similarly, the selection an IXC as an End User's Presubscribed Interexchange Carrier constitutes a Constructive Order for switched access by an IXC.

CUSTOMER - The term "Customer" refers to any person, firm, partnership, corporation or other entity including, but not limited to conference call providers, chat line providers, calling card providers, call centers, help desk providers, international providers operating within the United States, and residential and/or business service subscribers, which uses service under the terms and conditions of this tariff and is responsible for payment of charges. The term "Customer" also refers to an Interexchange Carrier utilizing the Company's Switched or Dedicated Access services described in this tariff to reach End Users. The Customer is responsible for the payment of charges and compliance with the terms and conditions of this tariff. Customers may be assessed fees and surcharges, which may includes, but are not limited to Subscriber Line Charges, access charges, Federal Universal Service Fund charges, and/or state and federal taxes and regulatory fees.

CUSTOMER AGREEMENT - The mutual agreement between the Company and the Customer for the provision of the Company's service.

CUSTOMER DESIGNATED PREMISES -The premises specified by the Customer for termination of Access Services.

CUSTOMER POINT OF PRESENCE -The physical location associated with the Customer's communication system.

DATE OF PRESENTATION -The postmark date on the billing envelope.

2.0 RULES, cont'd.

1. Definitions, cont'd.

DEDICATED ACCESS OR DEDICATED TRANSPORT - A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

DUAL TONE MULTIFREQUENCY (DTMF) -Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - Any person, firm, partnership, corporation or other entity including, but not limited to conference call providers, chat line providers, calling card providers, call centers, help desk providers, international providers operating within the United States, and residential and/or business service subscribers, which uses the service of the Company under the terms and conditions of this tariff. The End User may be, but need not be, the customer of an Interexchange Carrier as well as a Customer of the Company. End Users may be assessed fees and surcharges, including, but not limited to Subscriber Line Charges, Federal Universal Service Fund charges, state and federal taxes and regulatory fees.

ENTRY SWITCH - First point of switching.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

EXCHANGE TELEPHONE COMPANY - a Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange. For purposes of this tariff, a Exchange Telephone Company includes a CMRS provider, incumbent local exchange carrier, or a competitive local exchange carrier ("LEC").

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

HERTZ - A unit of frequency equal to one cycle per second.

HOLIDAYS - New Year's Day, Independence Day, President's Day, Veterans' Day, Labor Day, Thanksgiving Day, Memorial Day, Christmas Day, Martin Luther King Day, Columbus Day.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

1. Definitions, cont'd.

INDIVIDUAL CASE BASIS or ICB - A process whereby the terms, conditions, rates and/or charges for a service provided under the general provisions of this tariff are developed or modified based on the unique circumstances in each case.

INTEREXCHANGE CARRIER (IC) - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

INTERSTATE COMMUNICATIONS - Any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Intrastate Access Service Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating intrastate calls.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established pursuant the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.

LOCAL CALLING AREA - The Company's local calling areas for basic service rates mirror the local calling areas described in the dominant local exchange carrier's tariff for that region. Pacific Telesis' local calling area/zone descriptions can be found in Pacific Bell's CAL. P.U.C. No. A5, Section 5.2.1. GTE's local calling area/zone descriptions can be found in GTEC CAL. P.U.C. No. A28, Section III-B.

LOCAL EXCHANGE CALL - A telephonic communication that originates and terminates within a single "exchange area" or "local calling area" as defined in the approved tariffs of the originating company.

LOCAL SWITCHING - Te TGEC network system that permits an End user to make or receive calls that require local exchange access. With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "local switching" for purposes of this tariff shall be the point of interconnection associated with an NPA-NXX code. TGEC Switching may also include a switch port leased by TGEC from another LEC through a commercial or interconnection agreement.

MESSAGE - Message is a Call as defined above.

TGEC – Referenced throughout this tariff to refer to TGEC Communications, Inc. or the Company.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

2.0 RULES, cont'd.

1. Definitions, cont'd.

ON-NET - Customer and End User locations served directly by the Company's network facilities.

OFF-NET - One or more Customer or End User locations not served directly by the Company's network facilities.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

POINT OF PRESENCE -The physical location of an interexchange carrier's facilities.

POINT OF TERMINATION -The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - The space occupied by a Customer, End User or authorized user in a building or buildings. End User Premises may also denote an area where the Customer has placed equipment in the Company's collocation space or carrier hotel.

PRESUBSCRIPTION - A process that allows an End User served by an equal access office to select in advance an interexchange carrier automatically for toll communication.

SERVICE COMMENCEMENT DATE - The first 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. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

SERVICE ORDER - The request for access services, either written or electronic, executed by the Customer and the Company in the format devised by the Company. Such a request for service by the customer and the acceptance of the request 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. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

2.0 RULES, cont'd.

1. Definitions, cont'd.

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERM AGREEMENT - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

TERMINAL EQUIPMENT -Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from an IC's premises to an End User premises.

TOLL CALL - A telephonic communication that originates and terminates within the same LATA and satisfies the criteria in Section 251(g) of the Telecommunications Act.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

2.0 RULES, cont'd.

2. Description of Special Access Service

Special Access Service, which is available to Carrier Customers for their use in furnishing their data services to End Users, provides a two-point electrical or optical communications path between a Customer's premises and an End User's premises. It provides for the use of common trunking facilities, and for the use of common subscriber plant of the Company. Special Access Service provides for the ability to originate data transmissions from an End User's premises to a Customer's premises in the LATA where it is provided and to terminate data transmissions to the End User's premises from a Customer's premises. Special Access may be in either the originating or terminating direction, or both. Special Access Service is available on an Individual Case Basis, and requires the Carrier Customer to execute an ASR in order to receive Special Access Service.

2.0 RULES, cont'd.

3. Application for Service

Service is installed by arrangement between TGEC and the Customer. In the case of Special Access Services, Customers will be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

(A) End User Customers are required to enter written service orders (ASR) with specific descriptions of service(s) ordered as more specifically covered in the Access Ordering (Section 3) of this tariff. However, the failure to enter into a written or oral service agreement will not eliminate any payment obligation, or any other Customer, whether or not an application for service or ASR has been executed or submitted.

(B) For End User services, at the expiration of the initial term specified in each service order, or in any extension thereof, service shall continue on a month-to-month basis at the then-current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the End User Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination.

(C) For Carrier Customers, services will commence at the time the Interexchange Carrier receives traffic from, or delivers traffic to the Company. Service will continue for as long as the Interexchange Carrier receives traffic from or delivers traffic to the Company. Interexchange Customers may execute an ASR or provision service via Constructive Order.

(D) Discontinuation of Service
The Customer may have service discontinued upon 30 days written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the discontinuation date specified by the Customer or until the date that the written discontinuation notice is received, whichever is later. A termination liability charge applies to early discontinuation of a term agreement.

(E) Prohibited Uses
The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.

2.0 RULES, cont'd.

3. Application for Service, cont'd.

(F) Termination Liability

Unless otherwise specified in individually negotiated contracts, the termination liability of a Carrier Customer or End User for services purchased under a Term Agreement will be equal to:

(1) Monthly charges: 100% of the balance of the total billing payable during the remaining balance of the term;

(2) Usage rate reductions: the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Carrier Customer or End User could have satisfied prior to early discontinuance of service; and

(3) Minimum usage charges: the total monthly minimum usage charge multiplied by the number of months remaining in the term.

(G) Changes in Service Requested

If the Carrier Customer or End User makes or requests material changes in circuit engineering, equipment specification service parameters, premises locations, or requests expedited provisioning, or otherwise materially modifies any provision of the application for service, the installation fee and/or recurring charges of the Carrier Customer/End User shall be adjusted accordingly.

2.0 RULES, cont'd.

4. Contracts

Contracts will only be used in special circumstances for Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. TGEC may enter into an agreement with an Carrier Customer or End User that contains unique terms and conditions, rates and charges for intrastate access services upon bona fide request.. Contracts are available to any similarly situated Customer. ICBs will be filed in accordance with G.O. 96-B.

2.0 RULES, cont'd.

5. Establishment and Re-establishment of Credit

TGEC may require Carrier Customers, End Users or potential customers to provide information pertaining to their financial ability to pay for service. TGEC may deny service to Carrier Customers or End Users who do not provide the requested information or who fail to meet PACIFIC CENTREX Services' financial criteria. If service was discontinued for non-payment of charges, TGEC may request additional information from the Carrier Customer or End User and reserves the right to collect an advance payment and/or deposit prior to re-establishing service, pursuant to the applicable Rules of the California Public Utilities Commission.

2.0 RULES, cont'd.

6. Advance Payments, Deposits, and Guarantors

(A) Advance Payments

At the time an application for service is made, a Carrier Customer or End User may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable as well as any nonrecurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered.

(B) Deposits

(1) Requirement: The Company may, at its sole discretion, require prospective Carrier Customer, prospective End User or an existing Carrier Customer or existing End User to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review the credit history of a prospective Carrier Customer, prospective End User or an existing Carrier Customer or existing End User at any time to determine if a deposit is required.

(2) Nondiscrimination: Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.

(3) Amount: The amount of the deposit shall not exceed twice the estimated average monthly bill for the class of service for which the deposit is to be applied. Interest on deposits will be set at the 3-month commercial paper rate published by the Federal Reserve Board, except no interest will be paid if the Carrier Customer has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the Carrier Customer or End User from complying with the Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered.

(4) Refund upon Discontinuance: Upon discontinuance or termination of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to the Carrier Customer/End User within 30 days of rendition of the final bill, and will include any interest on the deposit as set forth above.

2.0 RULES, cont'd.

6. Advance Payments, Deposits, and Guarantors, cont'd.

(B) Deposits, cont'd.

(5) Refund after Satisfactory Payment: After prompt and timely payment of all charges for 12 consecutive billing periods, within 30 days, the Company will refund the deposit to the Carrier Customer or End User. The refund will include interest at the rate set forth above. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account.

(6) Deposit Receipt: See Rule 5.

(7) Deposits shall not be required if an applicant for service:

(a) Provides a satisfactory 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) Provides a co-signer or guarantor who may be used providing the cosigner or guarantor has acceptable credit history with the Company or another acceptable local exchange carrier.

(8) The Company cannot refuse a deposit to establish credit for service. However, it may request that the deposit be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit, etc.).

2.0 RULES, cont'd.

7. Notices and Communications

(A) Notice by the Company:

Unless otherwise provided by these Rules, any notice by the Company to the Customer or by the Customer's authorized representative will be given in writing either by facsimile or e-mail to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the authorized representative's last known address. The Company may provide verbal notice to a Customer or to an authorized representative thereof only in emergencies, where a delay may result in impaired service or a hazard to a Customer. All notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following of the placement of the notice, communication or bill with the

U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, which ever occurs first.

(B) Notice by the Company Regarding Change in Ownership

The Company will notify Customers in writing of a change in ownership or identity of a Customer's service provider on the Customer's next monthly billing cycle.

(C) Notice by Customer

Unless otherwise provided by these Rules, any notice by the Customer or its authorized representative may be given verbally to the Company at the Company's business office or by written notice mailed to the Company's business office.

(D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the notice set forth herein.

2.0 RULES, cont'd.

8. Rendering and Payment of Bills

(A) All bills are presumed to be accurate and binding on the Carrier Customers and End Users.

(B) The Carrier Customer or End User is responsible for the payment of all charges for facilities and services furnished by the Company to the Carrier Customer or End User. Carrier Customer and End User bills are issued monthly. The Carrier Customer or End User will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Carrier Customer or End User. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. The Company will prorate monthly recurring charges based on a 30 day month.

(C) Billing of the Carrier Customer or End User by the Company will begin on the Service Commencement Date, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

(D) Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.

(E) Customer payments are considered prompt when received by the Company or its agent by the due date on the bill. The due date is 15 days after the bill is rendered and is designated by the due date on the Customer's bill to timely pay the charges stated. The Company will credit payments within 24 hours of receipt.

(F) Carrier Customers have up to thirty (30) days (commenced 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits. Payment by Carrier Customer of an invoice without timely initiating a billing dispute shall be deemed an admission by Carrier Customer that it used the services provided, the rates charged were valid, and the billing was correct.

2.0 RULES, cont'd.

8. Rendering and Payment of Bills, cont'd.

(G) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

(1) a rate of 1.5 percent per month; or

(2) the highest interest rate which may be applied under state law for commercial transactions.

(H) Failure by the Company to render a bill does not relieve the Customer from its payment obligations.

(I) The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated, excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of services offered under the terms of this tariff.

(J) An End User bill, rendered for service in accordance to an executed ASR, will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exceptions: collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the Company). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud. Bills to Carrier Customers are subject to the CPUC backbilling guidelines.

(K) The Customer will be assessed a charge of twenty-five dollars ($25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

2.0 RULES, cont'd.

9. Disputed Bill Procedure

In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:

(A) A Carrier Customer may make a written notice, and the Company shall comply with the notice, for an investigation and review of the disputed amount within thirty five (35) days of the date on the invoice.

(B) The undisputed portion of the bill and subsequent bills, other than the disputed amount, must be paid by the "Due by" date shown on the bill. If the undisputed portion of the bill and subsequent bills become delinquent as described in Rule No. 7, the service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.

(C) For the purposes of this Section, “notice” is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, the specific items on the bill being disputed, and the reason for the dispute.

(D) Late charges will be assessed on any billed amounts that are withheld, whether or not they are subject to dispute per this provision.

(E) The Company will be the sole arbiter of the dispute, and will determine whether the disputed amounts are valid or invalid, at its sole discretion.

(F) If the Company determines that the dispute has merit, it will provide the Customer with a full credit for all amounts billed in error, including late fees. Such credits will be applied to the Customers’ bill within two normal billing cycles after the written notice is postmarked. If the Customer has cancelled service following the dispute, and the Company determines that the dispute has merit, the Company will issue a refund to the Customer.

(G) If the Company determines that the dispute does not have merit, it will use its best efforts to so advise the Customer in writing within 60 days of receiving the written notice. In any event, if the Company does not issue such written statement to the Customer within the 60-day period, the dispute will be deemed to be denied on the 61st day after the postmarked date of the written dispute notice.

(H) All credits or refunds provided by the Company pursuant to this Disputed Bills Section, and accepted by the Customer, are final and constitute full satisfaction for all of the Customer’s claims for the billing period for which the credit or refund was issued.

(I) The Company does not waive its right to commence an action before the Commission for payment of outstanding charges subject to dispute by the Carrier-Customer at any time.

2.0 RULES, cont'd.

10. Jurisdictional Report Requirements

For either originating or terminating access minutes, the PIU will be developed on a monthly basis by local switch when the Feature Group D Switched Access Service access minutes for those types of calls (i.e. either originating or terminating) are measured by dividing the measured interstate access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes or originated 8XX access minutes, the Carrier Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the feature Group D terminating and originating 8XX by state for all minutes that originate or terminate with an End User.

(A) For Direct Trunks, the Company, where jurisdiction can be determined from the call detail, TGEC will determine the PIU as follows. For either originating or terminating access minutes, the PIU will be developed on a monthly basis when the Feature Group D Direct Trunk access minutes for those types of calls (i.e. either originating or terminating) are measured by dividing the measured interstate access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total access minutes routed over the Direct Trunks when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes or originated 8XX access minutes, the Carrier Customer has the option to provide the Company with a projected PIU factor for the Direct Trunks. Carrier Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Direct Trunks terminating and originating 8XX by state for all minutes that originate or terminate with an End User.

(B) Should the Carrier Customer not supply a projected 8XX originating and terminating PIU factor for either Feature Group D switched access or Direct Trunks, the Company will apply a default PIU factor of fifty percent (50%) and assess the remaining minutes/facilities under the terms of the applicable federal access tariff or written agreement between Carrier Customer and Company. The PIU factor will be used by Company to determine interstate and intrastate rates and charges where Company cannot itself determine the jurisdiction of the call transiting its network. For purposes of developing the projected interstate percentage, the Carrier Customer shall utilize the same considerations as those set forth in Section (C) following.

2.0 RULES, cont'd.

10. Jurisdictional Report Requirements, cont'd.

(C) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Carrier Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Carrier Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Carrier Customer, the Company will assume that 50% of the traffic is intrastate.

(D) The Carrier Customer reported projected interstate percentage of use as set forth in Section B preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section (C) preceding. Where call detail is insufficient to make such a determination, the Carrier Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.

(E) The Carrier Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Carrier Customer shall supply the data within 30 calendar days of the Company request. Once the request is received, the Carrier Customer will have thirty (30) days to supply or otherwise make available data to the Company. If the Carrier Customer does not provide the requested data, Company shall apply the 50% default PIU factor to Customer's traffic. If the audit shows a substantial deviation from the Carrier Customer's previously reported PIU for the audit period, Company may request call detail records on more than an annual basis from that Carrier Customer.

2.0 RULES, cont'd.

10. Jurisdictional Report Requirements, cont'd.

(F) The Carrier Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided by state. Should the Carrier Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

(G) Unless otherwise agreed to in writing, the Company will rely exclusively on Carrier Customer's estimates of the percentage of interstate and intrastate traffic. Company has no obligation to – and will not verify or guarantee the correctness of Carrier Customer's estimate.

(H) The Company reserves the right to conduct its own studies and projections to determine or verify the jurisdictional nature of the traffic.

2.0 RULES, cont'd.

11. Discontinuance and Restoration of Service

(A) Discontinuance by Customer

(1) A Customer may have service discontinued by providing thirty days written notice to the Company. Customers remain responsible for payment of all bills for services furnished.

(2) If a Customer cancels his or her order for service before the service begins, a $50.00 charge or actual expenses, whichever is greater, will be levied upon the Customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company.

(B) Discontinuance with Cause

(1) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.

(2) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

(3) 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.

(4) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

(5) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

(6) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

2.0 RULES, cont'd.

11. Discontinuance and Restoration of Service, cont'd.

(B) Discontinuance with Cause, cont'd.

(7) When the Carrier Customer neglects or refuses to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company, service may be discontinued after 7 days written notice if access is not provided within the 7 day notice period.

(8) The Company may terminate service immediately and without notice if the Company determines that the service is causing harm to the Company's network or to the services the Company is providing to other customers.

(9) Upon the Company's discontinuance of service to the Carrier Customer under paragraph 1 or 2 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Carrier Customer during the remainder of the term for which such services would have otherwise been provided to the Carrier Customer to be immediately due and payable (discounted to present value at six percent).

(C) Restoration of Service

The Carrier Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a forty dollar ($40.00) charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete installation/connection fee will apply.

The Company reserves the right to refuse to re-establish service to the Carrier Customer for whom service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.

2.0 RULES, cont'd.

12. Temporary Service

From time to time, TGEC may agree to install temporary service for a Carrier Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Calls placed by Carrier Customers on such temporary service will be subject to the rates and regulations provided in this tariff.

2.0 RULES, cont'd.

13. Continuity of Service

(A) Allowances for Interruptions in Service

Credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Carrier Customer, or to the failure of channels, equipment or communications system provided by Carrier Customer, are subject to the general liability provisions set forth in Rule 15, herein. It shall be the obligation of the Carrier Customer to notify the Company of any interruptions in service. Before giving such notice, Carrier Customer shall ascertain that the trouble is not being caused by any action or omission of Carrier Customer, not within his control, or is not in wiring or equipment connected to the terminal of Company.

(B) Credit for Interruptions

(1) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Carrier Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Carrier Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. No credit allowances will be made for services considered by the Company to be impaired.

(2) 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 recurring rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.0 RULES, cont'd.

13. Continuity of Service, cont'd.

(B) Credit for Interruptions, cont'd.

(3) A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruption of 24 hours or less	Interruption period to be credited
Less than 30 minutes	None
30 minutes up to, but not including 3 hours	1/10 day
3 hours up to, but not including 6 hours	1/5 day
6 hours up to, but not including 9 hours	2/5 day
9 hours up to, but not including 12 hours	3/5 day
12 hours up to, but not including 15 hours	4/5 day
15 hours up to, but not including 24 hours	One day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruption over 24 hours
Interruptions over 24 hours will be credited 1/8 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any 24 hour period.

2.0 RULES, cont'd.

13. Continuity of Service, cont'd.

(C) Limitations on Allowances
No credit allowance will be made for:

(1) Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Carrier Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

(2) Interruptions due to the negligence of any person other than the Company, including but not limited to the Carrier Customer or other common carriers connected to the Company's facilities;

(3) Interruptions due to the failure or malfunction of non-Company equipment;

(4) Interruptions of service during a period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

(5) Interruptions of service during a period in which the Carrier 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 Carrier Customer order for a change in service arrangements; or

(7) Interruption of service due to circumstances or causes beyond the control of the Company.

(8) Interruptions of service that occur or continue due to the Carrier Customer's failure to authorize replacement of any element of special construction.

(9) Interruptions of service that are not reported to the Company within 30 days of the date that service was affected.

2.0 RULES, cont'd.

13. Continuity of Service, cont'd.

(D) 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 Carrier 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 Carrier Customers' service.

(E) The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.0 RULES, cont'd.

14. Service Connections and Facilities on Customers' Premises

(A) Service furnished by TGEC may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier. Service furnished by TGEC is not part of a joint undertaking with such carriers.

(B) Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. Carrier Customer is responsible for taking all necessary legal steps for interconnecting his or her customer-provided terminal equipment or communications systems with Company's facilities. Carrier Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

(C) Company's facilities and service may be used with or terminated in Carrier Customer-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Carrier Customer, except as otherwise provided. Carrier Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.0 RULES, cont'd.

15. Liability

(A) The liability of the Company for its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Carrier Customer or by any others, including, but not limited to any direct, indirect, incidental special consequential, exemplary or punitive damages to Carrier Customer as a result of any Company service or equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, shall be deemed to be 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company. In addition, Carrier Customer credits for interrupted service will be issued, where applicable, in accordance with the provisions of Rule 14 herein.

(B) In no event will Company be responsible for consequential damages or lost profits suffered by Customer on account of interrupted or unsatisfactory service unless Company is found to have been willfully negligent.

(C) The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

(D) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the U. S. Government, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

(E) The Company shall be indemnified and held harmless by the Customer against:

(1) Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Carrier Customer over the Company's facilities; and

(2) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Carrier Customer; and

(3) All other claims arising out of any act or omission of the Carrier Customer in connection with any service provided by the Company.

2.0 RULES, cont'd.

15. Liability, cont'd.

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

(G) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer due to the failure or malfunction of Carrier Customer-provided equipment or facilities.

(H) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Carrier Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any loss, damage, or destruction of any property, whether owned by the Carrier Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Carrier Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

(I) The Company is not liable for any defacement of or damage to Carrier Customer premises resulting from the furnishing of service(s) or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's employees or agents.

(J) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Carrier Customer for the specific service(s) giving rise to the claim. No action or proceeding against the Company shall be commenced more than two years after the service is rendered.

(K) The Company makes no warranties, statutory representations, express or implied, either in fact or by operation of law or otherwise, including warranties of merchantability or fitness for a particular use.

2.0 RULES, cont'd.

16. Limitations of Service

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

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

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

(D) The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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

(F) No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

2.0 RULES, cont'd.

17. Use of Service

(A) Service may be used by the Carrier Customer for any lawful purpose for which the service is technically suited.

(B) The Carrier Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

(C) Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

(D) Any service provided under this tariff may be resold to with other persons at the Carrier Customer's option. The Carrier Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Carrier Customer shall not represent that the Company jointly participates with the Carrier Customer in the provision of the service.

(E) Use and Ownership of Equipment
The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Carrier Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Carrier Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Carrier Customer through any negligence.

2.0 RULES, cont'd.

18. Responsibilities of the Customer

The Carrier Customer is responsible for: 1) placing any necessary orders, including, but not limited to Constructive Orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines; 5) payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services, unless prohibited by state of federal regulation.

The Carrier Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

The Carrier Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Carrier Customer is liable for any loss, including loss through theft, of any Company equipment installed at Carrier Customer's premises.

The Carrier Customer shall be responsible for all calls placed by or through Carrier Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Carrier Customer's equipment via any remote access features. The Carrier Customer is responsible for all calls placed via their authorization code as a result of the Carrier Customer's intentional or negligent disclosure of the authorization code.

The Carrier Customer has certain specific obligations pertaining to the use of Access Service. These obligations are as follows:

2.0 RULES, cont'd.

18. Responsibilities of the Customer, cont'd.

(A) Report Requirements
Customers are responsible for providing the following reports to the Company, when applicable.

(1) Jurisdictional Reports
When a Carrier Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Rule No. 10 above. Charges will be apportioned in accordance with those reports.

(2) Code Screening Reports
When a Carrier Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls may be implemented at the Company option to ensure acceptable service levels

(B) On and Off-Hook Supervision
The Carrier Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

(C) Design of Carrier Customer Services
The Carrier Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

(D) Network Contingency Coordination
The Carrier Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

3.0 INDIVIDUAL CASE BASIS ARRANGEMENTS

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Carrier Customer, and use of facilities by other Customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulations set forth in this Tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Company and Carrier Customer. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis. All special Pricing Arrangements, including ICB, shall be filed with the California P.U.C.

In addition to any rate or charge established by the Company, the Customer will also be responsible for any Recurring or Non-Recurring Charges imposed by local exchange telephone companies incurred by or on behalf of the Carrier Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.