
LOCAL EXCHANGE SERVICE TARIFF

This tariff replaces California Tariff No. 2 issued by Excel Telecommunications, Inc. in its entirety.

TITLE PAGE

CALIFORNIA PUBLIC UTILITIES COMMISSION

Tariff Schedule Applicable to
LOCAL EXCHANGE SERVICE
of
Comtel Telcom Assets LP
d/b/a Excel Telecommunications
U-5384-C

(T)

This tariff contains the description, regulations, and rates applicable to the furnishing of local telecommunications services provided by Comtel Telcom Assets LP d/b/a Excel Telecommunications, with principal offices at 433 East Las Colinas Boulevard, Suite 1300, Irving, Texas 75039. This tariff applies only to local services furnished within the State of California. (T)

Advice Letter 138

Issued: March 23, 2007
Effective: March 26, 2007

Issued By: Becky Gipson
Senior Director, Regulatory Affairs
433 East Las Colinas Boulevard, Suite 1300
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LOCAL EXCHANGE SERVICE TARIFF

CHECK SHEET

All Pages of this tariff are effective as of the date shown at the bottom of the respective Page(s). Original and revised Pages 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.

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LOCAL EXCHANGE SERVICE TARIFF

PRELIMINARY STATEMENT

This tariff sets forth the rates and rules applicable to the provision of competitive local exchange service to Customers located in exchange areas served by Pacific Bell.

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

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

APPLICATION OF TARIFF

This tariff applies to the furnishing of Local Exchange Services, as defined herein, by Excel. Local Exchange Services are furnished for the use of Residential Customers in placing and/or receiving local telephone calls within the Local Service Area as defined herein. Services, features and functions will be provided where facilities, including but not limited to, billing capability, technical capability and the ability of Excel to purchase service elements from appropriate tariffs for resale are available.

The provision of Local Exchange Services is subject to existing regulations and terms and conditions specified in this tariff and Excel's current tariffs, and may be revised, added to or supplemented by superceding issues. Local Exchange Services described herein may be offered in conjunction with other telecommunications services described in and regulated by Excel's Cal. P.U.C. Telecommunications Services Tariff currently on file with the Commission. Excel reserves the right to offer its Customers a variety of competitive services as deemed appropriate by Excel.

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:

Comtel Telcom Assets LP
d/b/a Excel Telecommunications
433 East Las Colinas Boulevard, Suite 1300
Irving, Texas 75039
(800) 583-8832

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The tariff is also available for public inspection at the California Public Utilities Commission, 505 Van Ness Ave., San Francisco, CA 94102.

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LOCAL EXCHANGE SERVICE TARIFF

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 an increase, whether major or minor.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text, but no change in rate, rule or condition.

LOCAL EXCHANGE SERVICE TARIFF

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 14 cancels 3rd Revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to the next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
- D. Check Pages - When a tariff filing is made with the Commission, an updated check page accompanies the tariff filing. The check page lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check page to find out if a particular page is the most current page on file with the Commission.

LOCAL EXCHANGE SERVICE TARIFF

SERVICE AREA MAP

The Company has been granted authority by the California Public Utilities Commission 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 Pacific Bell.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS

Rule No. 1 - Definitions

Account - A Customer record relating to service or equipment billed to a single telephone number. Service may be provided to one premises or may extend to another premises as long as it is part of the main telephone number.

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

Agent - A business representative, whose function is to bring about, modify, affect, accept, performance of, or terminate contractual obligations between a CLC and applicants or Customers.

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

Commission - California Public Utilities Commission unless content indicates otherwise.

Company - Comtel Telcom Assets LP d/b/a Excel Telecommunications ("Company" and/or "Excel), unless otherwise clearly indicated by the context.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 1 - Definitions (Continued)

Competitive Local Carrier (CLC) - Denotes a common carrier that is issued the appropriate Certificate to provide local exchange telecommunications service.

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

Consumer Affairs Branch (CAB) - The Consumer Affairs Branch of the California Public Utilities Commission.

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

Date of Presentation - Postmark date on billing envelope.

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

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

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 1 - Definitions (Continued)

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

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

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

InterLATA - Calls or circuits between different Local Access and Transport Areas.

IntraLATA - Calls or circuits totally within the same Local Access and Transport Area.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 1 - Definitions (Continued)

Local Access and Transport Area - A geographic area established for the administration of telecommunications service. It encompasses designated local operating telephone company exchanges which are grouped to serve common social economic and miscellaneous purposes.

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

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

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

Minor Rate Increase - Minor increases are those which are both less than 1% of the CLC's total California intrastate revenues and less than 5% of the affected service's rates. Increases shall be cumulative, such that if the sum of the proposed rate increase and rate increases that took effect during the preceding 12-month period for any service exceeds either parameter above, then the filing shall be treated as a major increase.

Major Rate Increase - Major increases are increases which are greater than the increases described as Minor Rate Increases (see above).

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 1 - Definitions (Continued)

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

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

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

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

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 1 - Definitions (Continued)

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

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

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

Subscriber - The person, firm, partnership, corporation, or other entity who designates the Company as its primary carrier for telecommunications service. Thus, the Subscriber has a pre-existing business arrangement with the Company and is also a customer.

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

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 2 - Glossary of Acronyms

CPE	-	Customer Premise Equipment
CPUC	-	California Public Utilities Commission
ILEC	-	Incumbent Local Exchange Carrier
LATA	-	Local Access and Transport Area
PIC	-	Primary Interexchange Carrier

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 3 - Description of Service

- A. The Company undertakes to furnish business and residential communication services pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of California.
- B. Service is offered for local calling to Customers pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules contained in Section 2 of this tariff.
- C. Service is available 24 hours a day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.
- D. Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with resold services provided by other certified carriers.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 4 - Application for Service

A. Service Initiation and Changes

- 1) Service may be initiated based on a written or oral agreement between the Company and the Customer. In either case, prior to the agreement, the Customer shall be informed of all rates and charges which will appear on the Customer's bill.
- 2) If the agreement is oral, within seven (7) days of initiating the service order, Excel will provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. The letter must be in language other than English if the sale was in another language.
- 3) Excel may initiate or change service upon request (in any form) from a consumer or subscriber.
- 4) The Company shall provide consumers initiating a service with sufficient information to enable consumers to make informed choices among services, and shall clearly and conspicuously disclose in the course of the sale transaction the customers's right to cancel a term contract. In an oral transaction, the right should be disclosed as well.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 4 - Application for Service (Continued)

A. Service Initiation and Changes (Continued)

- 5) The Company shall provide consumers initiating service, including those adding additional lines to existing accounts, with the following information whenever applicable:
 - a. Availability, eligibility requirements and discounts associated with the Universal Lifeline and Deaf and Disabled Trust Programs;
 - b. Availability and effect of freezing the pre-subscribed carrier assigned to the account;
 - c. Availability and effect of restrict toll calling;
 - d. Availability and effect of deleting access to 900 and 976 pay-per-call telephone information services;
 - e. Availability and effect of blocking options for pay per use features that do not require dialing an access code to activate;
 - f. Availability and effect of blocking non-presubscribed carrier (e.g. third party) charges from being billed on the telephone bill;
 - g. Availability and effect of Caller ID blocking options;
 - h. Availability and rates of the least expensive service meeting the customer's stated needs.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 4 - Application for Service (Continued)

A. Service Initiation and Changes (Continued)

- 6) The Company shall provide the subscriber a written confirmation of the order at the point of sale for in person transactions, and, for any other transactions, not later than seven (7) days after it is accepted, or seven (7) days after the carrier providing the service is notified of the order originated through another carrier. The confirmation shall include the key rates, terms and conditions for each service ordered.
- 7) Charges for non-subscription pay per use features are not authorized unless the user knowingly and affirmatively activates the service by dialing or some other affirmative means. Remaining on the line, or failing to remain on-hook for a sufficient time, or any other ambiguous action, shall not in itself constitute authorization; an unambiguous, associated, affirmative action is required.
- 8) When the Company denies an application for a telecommunications service subject to Commission jurisdiction, the carrier shall inform the applicant of the reasons within ten (10) days thereafter. The carrier's reasons shall be provided in writing unless the applicant agrees to accept a different form of notice.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 4 - Application for Service (Continued)

B. Cancellation of Application for Service:

- 1) When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case by case basis.
- 2) Where, prior to cancellation by the Customer, Excel incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply. This charge will however not exceed the sum of the charges for the minimum period of services orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 3) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 4 - Application for Service (Continued)

C. Cancellation of Service:

- 1) The Customer may have service discontinued upon verbal or written notice to the Company. Excel shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.
- 2) 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. Any termination shall not relieve the Customer of his or her obligation to pay any charges incurred under the Service Order and this tariff prior to termination.
- 3) Customers may cancel without termination fees or penalties any new tariffed service or any new contract service within 30 days after the new service is initiated. This rule does not relieve the Customer from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer's premises (such as wiring or equipment installation) before the Customer canceled.
- 4) When service has been cancelled at the Customer's request, the Company shall not re-establish service for that Customer without a new Customer authorization. Authorization may not be founded upon any term in an agreement for service that binds the Customer to again take service from the Company.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 4 - Application for Service (Continued)

D. Termination Liability:

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:

- 1) 20% of the balance of the total billing payable during the life of the term, or
- 2) the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that the Customer could have satisfied prior to early discontinuance of service.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 5 - Contracts

Contracts will only be used in special circumstances for Individual Case Basis (“ICB”) service offerings or Special Construction. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Excel. Contracts will be filed in accordance with the Commission’s General Order 96-A.

- A. All contracts which deviate from the rates and conditions contained in this tariff on file and in effect; shall be subject to the review and approval of the Commission.
- B. The Customer will be provided, concurrently with filing with the Commission, a copy of the Advice Letter filed with the Commission for the approval of the contract.
- C. The Customer may take exception or request modification of the contract by filing a protest with the Commission no later than twenty days after the date of the filing of the Advice Letter.
- D. The contract shall be subject to changes or modifications as directed by the Commission.
- E. All contracts approved by the Commission shall be listed in the tariff.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 6 - Special Information Required on Forms

A. Customer Bills

The Company shall be identified on each bill. Each bill will prominently display a toll-free telephone number for service or billing inquiries, together with any address where the Customer may write to the Company. If the Company uses a billing agent, the name of the billing agent will also be included. Each bill for service will contain notations concerning the following areas:

- (1) When the bill is due and payable;
- (2) Billing detail, including the period of service covered by the bill;
- (3) Late payment charge and when it will be applied;
- (4) How to pay the bill;
- (5) Network access for interstate calling;
- (6) How to contact the Company with questions about the bill;
- (7) In addition to the above, each bill shall include the following statement:

“If you have a complaint you cannot resolve with us, write the California Public Utilities Commission at Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA 94102, or at www.cpuc.ca.gov, or call 1-800-649-7570 or TDD 1-800-229-6846.”

“If your complaint concerns interstate or international calling, write the Federal Communications Commission at Consumer Complaints, 445 12th Street SW, Washington, D.C. 20554, or at fccinfo@fcc.gov, or call 1-888-225-5322, or TTY 1-888-835-5322.”

“Note: The California Public Utilities Commission handles complaints of both interstate and intrastate unauthorized carrier changes (“slamming”). The California Public Utilities Commission consumer protection rules are available online, at www.cpuc.ca.gov.”

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 6 - Special Information Required on Forms (Continued)

B. Deposit Receipts

Each deposit receipt shall contain the following provisions:

“This deposit, less the amount of any unpaid bills for service furnished by the Company, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.”

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 7 - Credit Establishment

- A. Each application for service shall provide credit information satisfactory to the Company or pay a deposit. Deposit shall not be required if the applicant:
- 1) Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may, but still 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 identifications, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
 - 2) A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the Company or another acceptable local carrier.
 - 3) The Company cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 8 - Advance Payments and Deposits

A. Advance Payments:

Excel may require a Customer or applicant to make an advance payment as a condition of continued or new service. Any such advanced payment will be applied to the Customer's first billing statement following initiation of service. Excel reserves the right to require from an applicant advance payments of recurring and non-recurring charges and other charges and guarantees in such amount as may be deemed necessary by Excel for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted may be required at the time of application. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made. Excel will not require advanced payments for usage charges.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 8 - Advance Payments and Deposits (Continued)

B. Deposits:

- 1) Excel may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.
- 2) 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) Deposits shall be not greater than twice the estimated average monthly bill for the class of service applied for. In the event customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer.
- 4) Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will be added to the deposit using the 3 month commercial paper rate published by the Federal Reserve Board, except under the following conditions: no interest shall be given if the customer has received a minimum of two notices in a 12-month period.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 9 - Notices

A. Rate Information:

- 1) Excel shall notify all affected Customers at least 25 days in advance of every proposed change in Customers' tariffed service agreements or non-term contracts that may result in higher rates or charges or more restrictive terms or conditions. The Customer notice shall present in a clear and conspicuous manner the following statement: "Your Rates, Terms or Services Have Changed", and shall describe the current and proposed rates, terms or conditions, as appropriate.
- 2) If Excel provides information to a Customer which is allegedly in violation of its tariffs, the consumer may bring a complaint against the Company.

B. Discontinuance of Service Notices:

1) Notice by Customers:

Customer's are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 9 - Notices (Continued)

B. Discontinuance of Service Notices: (Continued)

- 2) Notice by the Company - Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the Customer not less than seven (7) calendar days prior to termination. Each notice shall include all of the following information:
 - a. The Company's name.
 - b. The name and address of the Customer, and the telephone number(s) associated with the delinquent account.
 - c. Information sufficient for the Customer to identify what service(s) are to be terminated, and the delinquent amount(s). If basic service is to be disconnected, the notice shall state the minimum amount that must be paid to retain basic service.
 - d. The time or date by which payment, or arrangement for payment, must be made to avoid termination.
 - e. A toll-free telephone number to reach a carrier service representative who can provide subscriber assistance.
 - f. The telephone number of the Commission's Consumer Affairs Branch where the Customer may direct inquiries.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 9 - Notices (Continued)

- C. Change in Ownership or Identity Notice - Excel shall notify its Customers in writing of a change in ownership or identity of the Customer's service provider on the Customers' next monthly bill.
- D. Rules for Company Notices - Notices shall be in writing by one or a combination of bill inserts, notices printed on bills, or separate notices sent by first class mail. In each case, an electronic notice may be substituted where the Customer has agreed to receive notice in that manner. Notice by first class mail is complete when the document is deposited in the mail, and electronic notice is complete upon successful transmission. Notices sent by the Company to Customers, or to the Commission, shall be legible in size and printed in a minimum point size of ten (10) and are deemed made on the date of presentation.
- E. Excel will provide the Customer reasonable notification, including the planned date, time and duration, of activities affecting service that may occur in normal operation of its business. Such activities may include but are not limited to, equipment or facilities additions, removals or rearrangements and routing and preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. Excel will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned conditions affecting service, such as outage resulting from cable damage, notification to the Customer may not be possible.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 10 - Prorating of Bills

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

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 11 - Rendering and Payments of Bills

- A. The Customer is responsible for payment of all charges for service and facilities furnished by Excel to the Customer, whether authorized or not. If an entity other than Excel imposes charges on Excel, in addition to its own internal costs, and in connection with a service for which a Excel charge is specified, those charges may be passed on to the Customer.
- B. Customers must remit payment for services rendered directly to Excel, unless otherwise allowed by the Company. Customers may pay for service by check, an authorized payment agent or other method of payment as deemed appropriate by Excel. When a payment for service is made by check, draft, or similar negotiable instrument, a returned check charge of \$25.00 will be made by Carrier for each such item returned unpaid by a bank to Carrier for any reason.
- C. If any portion of the Customer's payment is received by Excel after the payment due date which shall be no less than twenty-two (22) days from the date of mailing the bill and shall be prominently displayed on the Customer's bill, or if any portion of the payment is received by Excel in funds which are not immediately available upon presentation, a late payment fee shall be due to Excel, provided billing capability exists. The late payment charge shall be the portion of the payment not received two business days prior to the next billing cycle, multiplied by 1.5%.
- D. If a Customer's service has been discontinued within the past 12 months or if the Customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the Customer deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Customer followed by a written notification of such demand sent by first call mail. If the requested payment is not made within 7 days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent. Charges considered delinquent may be subject to a late fee of 1.5% per month of the bill remained unpaid. This amount will be assessed from the date payment was due.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 11 - Rendering and Payments of Bills (Continued)

- E. The Company will credit payments on the business day payments are received and shall first be applied against the balance due on the Customer's basic services unless the Customer directs otherwise.
- F. Excel will establish a monthly billing date for each Customer account and shall bill all charges incurred by, and credits due to the Customer under this tariff. Recurring charges are billed in advance of the month(s) in which service is provided, except where prohibited by law. Usage sensitive charges will be billed for the preceding billing period. Recurring charges and usage sensitive charges including taxes and fees as described herein may be billed to the Customer in arrears. Bills are due by the payment due date shown on the bill.
- G. When service does not begin on the first day of the billing cycle, or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis.
- H. A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exception: 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 in cases involving toll fraud.
- I. Any objections to bill over-charged must be reported to the Company or its billing agent within three years after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 11 - Rendering and Payments of Bills (Continued)

- J. Excel may collect on behalf of the Company and/or its affiliates or brands in one or more transactions as permitted by law. Excel reserves the right to apply credit balances from one Excel affiliate to another to satisfy outstanding account balances.

- K. Excel allows Customers to make payment for services rendered through alternative payment processing options, including but not limited to, credit card payments and automated clearing house ("ACH") transactions. Customers may make payment using alternative payment processing through Excel's Customer Care Center, the Company's internet website or other methods approved by Excel. The acceptance of alternative payment processing options for the satisfaction of the Customer's debts to Carrier shall not constitute a waiver by Carrier of its right to payment by legal tender.

Customers may elect to enroll in Excel's Recurring Payment Plan, whereby the Customer's payment is automatically processed by Excel each month through the Customer's selected alternative payment processing option.

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LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 12 - Disputed Bills

- A. In the event a Customer disputes the amount of a bill for Excel's service, the Company will, at the Customer's request, conduct an investigation and review of the disputed amount. However, the undisputed portion of the bill must be paid by the due date or the Customer's service may be subject to disconnection in accordance with this tariff. If after investigation and review of the bill by a manager of Excel the dispute is unresolved and the disputed portion of the bill is not paid by the due date indicated thereon, the Company will notify the Customer in writing.
- 1) The Customer may make a written request, and Excel shall comply with the request, for an investigation of the disputed amount to be completed within 30 days. The Customer must make such a request within three years of the invoice date of the disputed bill.
 - 2) The undisputed portion of the bill and the subsequent bills, other than the disputed amount, must be paid by the "Due By" date, which shall be no sooner than 15 days from the presentation date of the bill and which shall be prominently displayed on the bill. If the undisputed portion of the bill and subsequent bills become delinquent, the service may be subject to disconnection if Excel has notified the Customer by written notice of such delinquency and impending termination. Late payment charges do not apply to the disputed portion of unpaid balances, if resolved in favor of the Customer. Any disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment charge as of the original due date noted on the Customer's bill. Undisputed amounts of the same bill may be subject to the late payment charge if they remain unpaid by the due date noted on the Customer's bill. Disputed charges will not be sent to collections or to a credit reporting agency during the time the investigation is pending.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 12 - Disputed Bills (Continued)

A. (Continued)

- 3) If there is still disagreement about the disputed amount after an investigation and review by a manager of Excel, the Customer may appeal to the Consumer Services Division (“CSD”) of the CPUC for an investigation and decision. To avoid disconnection of service, the Customer must submit the claim and if the bill has not been paid, deposit the amount in dispute with CSD within seven (7) calendar days after the date on which Excel notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will be disconnected. However, the service will not be disconnected prior to the Due By Date shown on the bill. Excel may not disconnect the Customer’s service for nonpayment as long as the Customer complies with these conditions.
- 4) Excel shall respond within ten (10) business days to requests for information issued by CSD. CSD will review the Customer’s claim of the disputed amount, communicate the results of its review to the Customer and Excel, and disburse the monies deposited by the Customer.
- 5) After the investigation and review are completed by the Company, if the Customer elects not to deposit the amount in dispute with CSD, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 12 - Disputed Bills (Continued)

A. (Continued)

6) The CPUC address:

California Public Utilities Commission
Consumer Services Division
505 Van Ness Avenue
San Francisco, CA 94102

(415) 703-4973

7) All disputed charges for any telecommunications service are subject to a rebuttable presumption that the charges are unauthorized unless there is a) a record of affirmative Customer authorization; b) a demonstrated pattern of knowledgeable past use; or c) other persuasive evidence of authorization.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 13 - Discontinuance and Restoration of Service

A. Discontinuance by Customers:

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

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 13 - Discontinuance and Restoration of Service (Continued)

B. Discontinuance by the Company:

- 1) Excel may discontinue or refuse to furnish any and/or all service(s) to the Customer or applicant for service if Excel deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, equipment, assets or service.
- 2) The discontinuance of service(s) by Excel pursuant to this Section does not relieve the Customer of any obligation to pay Excel for charges due for service(s) rendered up to the time of discontinuance. In addition, Excel may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer, to be immediately due and payable.
- 3) In the event Excel incurs fees or expenses including attorneys' fees in collecting or attempting to collect any charges owed Excel, the Customer may be liable to Excel for the payment of all such fees and expenses reasonably incurred.
- 4) Excel may discontinue service of any Customer who, with intent to annoy, telephones another and addresses to or about such other person any obscene language or addresses to such other person any threat to inflict injury to the person or property of the person addressed or any family member.
- 5) Excel may discontinue service of any Customer who, with intent to annoy, repeatedly telephones another using Excel's service without disclosing his true identity to the person answering the telephones, whether or not conversation ensues during the telephone calls.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 13 - Discontinuance and Restoration of Service (Continued)

B. Discontinuance by the Company: (Continued)

- 6) Excel may discontinue or suspend service without notice or refuse service if: (a) the Customer provides false information to Excel regarding the Customer's identity, address, credit-worthiness, its past or current use of communications services, or its planned use of Excel's service(s); (b) the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; (c) the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by using or attempting to use any fraudulent means or devices; or (d) the Customer's acts or omission demonstrate an intention to defraud the Company or threaten the integrity or security of the Company's operations or facilities.

- 7) Excel may discontinue or suspend service within seven (7) days written notice, or refuse service if (a) the Customer refuses to furnish information to Excel regarding the Customer's credit-worthiness, his/her past or current use of communications services or his/her planned use of service(s); (b) any material portion of the facilities used by Excel to provide service to the Customer is condemned or a casualty renders all or any material portion of such equipment or facilities inoperable beyond feasible repair; (c) any governmental order or directive calls for the discontinuation of service, the Customer alters the services to be provided, or the Customer violates an applicable federal, state or local law or regulation or (d) the Customer uses service without payment for the service or the Customer fails to pay any amounts owing to Excel for services to which the Customer subscribes or had subscribed or used.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 13 - Discontinuance and Restoration of Service (Continued)

B. Discontinuance by the Company: (Continued)

- 8) Service may be discontinued during business hours on or after the date specified in the written notice of discontinuance, which date will be at least 7 days after such notice is given. Service will not be discontinued on any Saturday, Sunday, legal holiday, or any other day when the Company's offices are not available to facilitate reconnection of service.
- 9) Excel will continue to provide Customers access to 911 emergency service at no charge to any residential Customer whose service is discontinued under this Rule until such time as service is rendered by another carrier.
- 10) Termination will not occur unless payment has not been made to Excel by the due date specified on the Customer's billing invoice, which will be at least fifteen (15) days after the Date of Presentation on the billing envelope.
- 11) Basic Service will not be disconnected for non-payment of anything other than residential and single line business, Flat Rate and/or Measured Rate Service in accordance with Commission rules.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 13 - Discontinuance and Restoration of Service

C. Disconnection of Service for Cause

- 1) Upon non-payment of any sum due to Excel or upon violation of any of the conditions governing the furnishing of services as provided in this tariff, Excel may by notice in writing mailed to the Customer temporarily discontinue the furnishing of service to the Customer. Telephone services may be discontinued seven (7) days after mailing notice of intention to discontinue service, and a service order charge will be made by Excel for restoration of such account and/or line. If Excel elects to discontinue service, the Customer shall be responsible for all charges through the date of termination.
- 2) If any Customer-provided equipment is used with facilities provided by Excel in violation of any law or any of the provisions in this tariff, Excel will take such action as is necessary for the protection of its facilities or the service of its other Customers and other persons provided with telecommunications services. The Customer shall discontinue such use of the equipment or correct the violation immediately upon actual or constructive knowledge of a violation and shall confirm in writing to Excel within seven (7) days that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or correct the violation and to give the required written confirmation to Excel within the time stated above shall result in interruption of the service of the Customer creating the violation, once appropriate notice of the potential disconnection or suspension has been provided by Excel to the Customer pursuant to Commission Rules.
- 3) Excel may disconnect service in accordance with the terms hereof and shall provide an appropriate refund of any service deposit with accrued interest.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 13 - Discontinuance and Restoration of Service (Continued)

C. Disconnection of Service for Cause (Continued)

- 4) Customers having their local service terminated by Excel will be notified by Excel in accordance with the applicable rules and regulations of the Commission regarding termination of service.
- 5) Excel has the right to refuse telephone service to any premises and at any time to discontinue telephone service, if it finds it necessary to do so to protect itself against intentional abuse. Intentional abuse of service includes, without limiting the generality of the foregoing, the use of service or facilities of Excel to transmit a message or to locate a person or otherwise to give or obtain information, without payment of an exchange service charge. Another form of such abuse is an intentional uninterrupted connection of one exchange station to another station, excluding those connections charged for on an elapsed time basis, which permits the use of the facilities in a manner similar to private line service. It also includes intentional receiver off-hook conditions.

D. Restoration of Service:

- 1) When a Customer's service has been disconnected in accordance with this tariff, service will be re-established only upon the basis of an application for new service.
- 2) If a service has been suspended, discontinued or disconnected for nonpayment, service will be re-established upon receipt of all charges due, which includes charges for services and facilities during the period of suspension and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, Excel may require payment by cash, money order or certified check. If such payment is made by personal check, restoration of service will be effective only upon bank clearance of the check.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 14 - Request for Copy of Prior Billing

- A. Excel will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to such Customer, unless the Customer informs Excel within fifteen (15) days of the issuance of the bill that the original bill was not received. If a Customer or the Customer's representative thereafter requests additional copies of bills the fees listed below will apply.

Bills dated within 90 days prior to receipt of request \$1.00 per bill

Bills dated more than 90 days but less than 12 months \$5.00 per bill

Bills dated more than 12 months but less than 48 months \$20.00 per bill

The Company will not provide a second copy of a bill that is more than 48 months old.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 15 - Temporary Service

- A. Occasionally, Excel may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than thirty (30) days. Calls placed by Customers on such temporary service will be subject to the rates and regulations provided in this tariff.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 16 - Continuity of Service

A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for by Excel.

B. Credit Allowance for Interruptions

1) For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the monthly Charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2) An interruption credit allowance is calculated as follows:

Interruption of 24 Hours or Less —

Length of Service Interruption

Less than 30 minutes

30 minutes up to but not including 3 hours

3 hours up to but not including 6 hours

6 hours up to but not including 9 hours

9 hours up to but not including 12 hours

12 hours up to but not including 15 hours

15 hours up to 24 hours inclusive

Credit

None

1/10 day

1/5 day

2/5 day

3/5 day

4/5 day

One day

3) Two or more interruptions of 30 minutes or more during any period up to but not including 3 hours, shall be considered as an interruption.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 16 - Continuity of Service (Continued)

B. Credit Allowance for Interruptions (Continued)

4) Interruptions Over 24 Hours and less than 72 hours:

Credit will be allowed in 1/5 day multiples for each 3 hour period of interruption or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

5) Interruption Over 72 hours:

Credit will be allowed in 2 day multiples for each full 24 hour period of interruption or fraction thereof. No more than 30 day's credit will be allowed for any period of 1 month.

C. Limitations on Allowances - No credit will be made for:

- 1) No credit will be made for interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or for interruptions due to the negligence of any person using Excel's facilities with the Customer's permission. No credit will be given by Excel for interruptions due to the failure or malfunction of non-Excel equipment or interruptions of service during any period in which Excel is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions. No credit will be given to the Customer for interruptions of service during a period in which the Customer continues to use the service on an impaired basis, interruptions of service during any period when the Customer has released service to Excel for maintenance purposes or for implementation of a Customer order for a change in service arrangements, or interruption of service due to circumstances or causes beyond the control of Excel.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 17 - Service Connection and Facilities on Customers Premises

- A. The Customer is responsible for providing at no charge, as specified from time to time by Excel, any needed personnel, equipment, space and power to operate Excel facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises.
- B. The Customer is responsible for making Excel facilities and equipment available periodically for maintenance purposes at a time agreeable to both Excel and the Customer.
- C. The Customer is responsible for reimbursing Excel for damages to, or loss of, Excel's facilities or equipment caused by the acts or omissions of the Customer, the non-compliance by the Customer, with these regulations or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of Excel.
- D. The Customer must indemnify Excel for the theft of any Company equipment or facilities installed at the Customer's Premises

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 18 - Telephone Number Changes

- A. When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.
- B. Excel reserves all rights to the telephone numbers assigned to any Customer. The Customer may order a Customized Number where facilities permit for an additional charge.
- C. When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.
- D. Telephone numbers of Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.
- E. A Customer who wishes to retain his or her existing telephone number when that Customer changes his or her local service provider from Excel to the incumbent local exchange carrier or to a Competitive Local Carrier and chooses to disconnect Excel's service associated with the telephone number, may negotiate with the new carrier to obtain Number Call Forwarding.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 19 - Limitation of Liability

- A. The provisions of this section of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by Excel.
- B. In the event an error or omission is caused by the gross negligence of Excel, the liability of the Company shall be limited to, and in no event exceed, \$10,000.00.
- C. Excel will not provide a credit allowance for interruption of service caused by the Customer's facilities, equipment or systems.
- D. Excel shall not be liable for any act or omission of any entity furnishing to Excel or Excel's Customers facilities or equipment used for or with the services Excel offers or for the acts or omissions of other telecommunications companies or Local Exchange Carriers.
- E. Excel shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to the following: acts of God, fire, flood, explosion or other catastrophes; law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over Excel 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 military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 19 - Limitation of Liability (Continued)

F. Excel shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

G. Excel shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Excel services.

H. Errors in Information Furnished by Directory Assistance Operators

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

I. Temporary Suspension for Repairs

Upon reasonable notification to the Customer, and at a reasonable time, Excel may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. When Excel is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or a Customer's service.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 20 - Use of Service

- A. Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- B. Title to all facilities provided in accordance with this tariff remains with Excel, its agents or contractors or the ILEC. The Customer has no property right to the telephone number or any other number designation associated with services furnished by Excel. Excel reserves the right, on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever Excel deems it necessary to do so in the conduct of its business.
- C. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. Service may only be resold or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, resold or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying Excel of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- D. Any individual or company who uses or receives service from Excel, other than the provisions of an accepted application for service and a current Customer relationship, shall be liable for the tariffed cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the CPUC or the court.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 20 - Use of Service (Continued)

- E. Excel's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to Excel whenever requested, within a reasonable period following the request, in good condition.

- F. Unauthorized Use
 - 1) The services Excel offers shall not be used for any unlawful purposes or for any use which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated telecommunications companies.

 - 2) Excel may require a Customer to discontinue its transmission of signals if said transmission is causing interference to others.

 - 3) Excel may discontinue service if a Customer fails to comply with any of the rules herein. The Customer's service will only be suspended or discontinued as allowed under Commission Rules.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 21 - Provision of Equipment and Facilities

- A. Excel shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. Excel does not guarantee availability, except as stated or expressly provided for in this tariff.
- B. Excel shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer, or anyone designated by the Customer (except the ILEC) may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by Excel, except upon written consent of Excel.
- C. Excel shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of Excel shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, Excel shall not be responsible for:
 - 1) the transmission of signals by Customer-provided equipment or for the quality of or defects in such transmission;
 - 2) the reception of signals by Customer-provided equipment; or
 - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- D. Excel may substitute, change or rearrange any equipment or facility at any time and from time to time but shall not thereby degrade the technical parameters of the service provided to the Customer.
- E. Equipment Excel provides or installs at the Customer premises for use in connection with services Excel offers, shall not be used for any purpose other than that for which Excel provides, installs or has installed on its behalf.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 22 - Violation of Regulations

- A. When any terminal equipment or communications system is used with Local Exchange Services in violation of any of the provisions of this tariff, Excel will take any necessary immediate action to protect its services or interests, including disconnection of the service, and will promptly notify the Customer of the violation in writing. Within seven (7) days upon receipt of said notification, the Customer shall discontinue such improper use of the terminal equipment or communications system or correct the violation and shall confirm in writing to Excel that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to Excel within the time stated above shall result in disconnection of the Customer's service until such time as the Customer complies with the provisions of this tariff.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 23 - Responsibility of the Customer

- A. The Customer is responsible for the payment of bills associated with the use of Excel's service. Whether or not authorized by the Customer, this includes payment for calls and services: (1) originated at the Customer's number(s), (2) accepted at the Customer's number(s) (e.g., collect calls) and/or (3) incurred at the specific request of the Customer.
- B. The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Local Exchange Service to the Customer from the cable building entrance or property line to the location of the equipment space described herein. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Excel-provided facilities, shall be borne entirely by, or may be charged by Excel to, the Customer. Excel may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- C. The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Excel facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible as defined herein, and granting or obtaining permission for Excel agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of Excel.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 23 - Responsibility of the Customer (Continued)

- D. The Customer shall be responsible for placing orders for service. When placing an order for service, Customer must provide the name(s) and address(es) of the person(s) responsible for the payment of service charges, the name(s), telephone number(s), and address(es) of the Customer contact person(s) and any other information as deemed appropriate by Excel.
- E. The Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Excel employees and agents shall be installing or maintaining Excel's facilities and equipment. The Customer may be required to install and maintain Excel facilities and equipment within a hazardous area if, in Excel's opinion, injury or damage to Excel's employees or property might result from installation or maintenance by Excel. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- F. The Customer is responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on Excel's equipment or facilities.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 24 - Special Construction

A. Basis for Charges

Special Construction Charges apply where Excel furnishes a facility or service for which a rate or charge is not specified in Excel's tariffs, charges will be based on the costs incurred by Excel (including return) and may include:

- 1) nonrecurring charges;
- 2) recurring charges;
- 3) termination liabilities; or
- 4) combinations of 1, 2 and 3.

- B. To the extent that there is no other requirement for use by Excel, a termination liability may apply for facilities specially constructed at the request of a Customer. The period on which the termination liability is based is the estimated service life of the facilities provided.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 25 - Non-Routine Installation

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

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 26 - Individual Case Basis Arrangement

- A. Rates for Individual Case Basis arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. Individual Case Basis rates will be offered to Customers in writing and will be made available to similarly situated Customers. Individual Case Basis arrangements will be filed pursuant to CPUC rules in G.O. 96-A.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 27 - Service for the Deaf and Disabled

- A. Excel will provide Customers with access to a telephone relay center for California Relay Service. The Company will contract with Pacific Bell to offer equipment and services to eligible deaf and disabled Customers. Customers must contact the Company's office for details regarding this program. Excel will provide access to these services through arrangements with an Inter-Exchange Company.
- B. The Relay Service permits telephone communications between hearing and/or speech impaired individuals who must use a TDD or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired Customers to use.
- C. Only intrastate Calls can be completed using the California Relay Service under the terms and conditions of these tariff schedules.
- D. The following Calls may be placed through the Relay Service:
 - 1) Calls to informational recordings and group bridging service;
 - 2) Calls to time or weather recorded messages;
 - 3) Station sent paid calls from coin telephones; and
 - 4) Operator-handled conference service and other teleconference calls.
- E. Excel will impose a surcharge to all Customers for this service at a level determined by the Commission.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 28 - Emergency Telephone Number Service (911 Service)

- A. Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).
- B. With respect to Emergency 911 Service, the following applies:
 - 1) This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. Excel is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service or installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 28 - Emergency Telephone Number Service (911 Service) (Continued)

- B. With respect to Emergency 911 Service, the following applies: (Continued)
- 2) Neither is Excel responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, occasion by the use of Emergency 911 service features and the equipment associated therewith, or by any services furnished by Excel, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of Excel, the Customer, its Customers, agencies or municipalities, or the employees or agents of any one of these.
 - 3) The Company shall, to the extent permitted by existing technology or facilities, provide every residential telephone connection with access to 911 emergency services regardless of whether an account has been established. The Company shall not terminate such access to 911 emergency service for non-payment of any delinquent account or indebtedness owed to the Company.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 29 - Change of Service Providers

A. Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by Excel or other carriers, or their agents, of Customer authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. Such solicitations must conform to Public Utilities Code Section 2889.5. All such solicitations must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine up to \$500 may apply for each violation of this rule.

B. Unauthorized Service Termination and Transfer

Excel or other carrier, as applicable, will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent transfer to its own service. The Company and other carriers are responsible for the actions of their respective agents that solicit unauthorized service termination and transfers. If Excel or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall restore the Customer's service to the original carrier without charge to the Customer. All billings during the unauthorized service period shall be refunded to the applicant or Customer. A penalty or fine up to \$500 payable to the Commission may apply to each violation of this rule. As prescribed under Public Utilities Code Section 2108, each day of continuing violation shall constitute a separate and distinct offense. If Excel or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

C. No telephone corporation, or any person, firm, or corporation representing a telephone corporation, shall make any change or authorize a different telephone corporation to make any change in the provider of any telephone service for which competition has been authorized for a telephone subscriber without the subscriber's authorization.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 30 - Privacy

- A. The release by Excel of non-public Customer information is restricted by the decisions and regulations promulgated by the CPUC as well as the California Public Utilities Code, specifically Decision 92860, as modified, and Public Utilities Code Sections 2891, 2891.1, and 2893. For each new Customer, and on an annual basis for continuing Customers, Excel shall provide in writing a description of how the carrier handles the Customer's private information and a disclosure of any ways that such information might be used or transferred that would not be obvious to the Customer. Excel adopts and will comply with the privacy rules set forth in Appendix B of Decision Nos. 92860 and 93361, except as modified by Decision Nos. 83-06-066, 83-06-073, and 83-09-061.
- B. Furthermore, Excel may have occasion to sell or license lists of its residential Customers. In the event that the Company does provide such information to third parties, such lists will not include the telephone numbers of any Customer assigned an unlisted or unpublished number without the Customer's written permission.
- C. Notwithstanding the above, there are instances where Excel may be required to release certain non-public Customer information without first notifying the Customer and obtaining written consent. Consistent with the California Public Utilities Code, the Company will provide required Customer information to an emergency agency responding to a 911 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to lawful process, to a collection agency for the purpose of collecting unpaid debts, to the CPUC pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the CPUC in response to orders regarding the provision of services over the Company's facilities by parties other than the Company. In addition, except for Customers subscribing to non-published number, the Company will release information that is customarily provided in a subscriber directory or through directory assistance services. Finally, Excel may provide the names and addresses of Customers subscribing to Lifeline service to other certified California utilities for use in outreach programs directed towards low-income subscribers.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 30 - Privacy (Continued)

Appendix B of CPUC Decision 93361, as modified by subsequent decisions, sets forth the privacy rules for credit information and calling records. This Appendix is reprinted below in its entirety.

APPENDIX "B"

Release of Credit Information and Calling Records

A. Definitions

1) Credit Information

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

2) Calling Records

Calling Records are the records of calls made from a Customer's telephone no matter how recorded and regardless of whether such information appears in the Customer's monthly telephone service bill. Toll records, the name and address of the called party, and pen registers are examples of calling records.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 30 - Privacy (Continued)

APPENDIX "B" (Continued)

Release of Credit Information and Calling Records (Continued)

B. Release of Customer Credit Information and Calling Records

A Customer's credit information and/or calling records shall be released by a telephone utility only under the following circumstances:

- 1) Upon receipt of a search warrant obtained pursuant to California or federal law, or of a Federal Grand Jury Subpoena or a Federal Agency Subpoena; or
- 2) Upon making return to a subpoena or subpoena duces tecum, when in fact authorized by a state or federal judge to divulge the information or records.
- C. In the case of civil or administrative subpoenas, upon notifying the Customer that a subpoena has issued and affording that Customer at least ten (10) days to move to quash the subpoena; or
- 4) Upon receiving permission of the Customer to release the information.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 30 - Privacy (Continued)

APPENDIX "B" (Continued)

Release of Credit Information and Calling Records (Continued)

C. Notification to the Subscriber

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

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 30 - Privacy (Continued)

APPENDIX "B" (Continued)

Release of Credit Information and Calling Records (Continued)

D. Deferral of Notice

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

Upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the Customer of its receipt of the subpoena before divulging the information of records requested.

- 2) The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification of the Customer would impede the investigation of an offense pursuant to which the subpoena or warrant was issued.
- 3) Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant, or, if that person is unavailable, by another member of the authorized agency who also certifies that they have been assigned to handle the matter for which the credit information or calling records has been obtained.
- 4) Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the Customer.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 30 - Privacy (Continued)

APPENDIX "B" (Continued)

Release of Credit Information and Calling Records (Continued)

- E. Exception to Procedure for Release of Credit of Calling Records
- 1) The procedure set forth above does not apply where the requester is a collection agency working for the utility on the Customer's account or is an independent telephone company, other common carrier/interexchange carrier, Bell Operating Company, or Bell Company.
- F. Retention of Records
- 1) Records of requests for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the Customer is notified in writing of the request. A copy of the letter of notification which was sent to the Customer shall also be retained for a like period of one year.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 31 - Nonpublished Service; Release of Information

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

APPENDIX "A"

Nonpublished Service

- A. Definition of nonpublished service: Upon a Customer's request, Customer name, address and telephone number are not listed in any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone number, shall be released by the Company in response to legal process or to certain authorized governmental agencies providing the requesting agency complies with the rules herein established for the release of nonpublished information.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 31 - Nonpublished Service; Release of Information (Continued)

APPENDIX "A" (Continued)

Nonpublished Service (Continued)

B. Agencies Authorized to Receive Information:

- 1) Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.
- 2) An agency of the federal government which is lawfully authorized to:
 - a. Conduct investigations or make arrests for violations of the criminal laws of the United States; or
 - b. Prosecute violations of the criminal laws of the United States; or
 - c. Enforce civil sanctions which are ancillary to criminal statutes; or
 - d. Conduct investigations into matters involving the national security of the United States; or
 - e. Protect federal or foreign officials; or
 - f. Protect public health and safety; or
 - g. Conduct emergency rescue operations.
- 3) Any public health agency of the State of California or of a city, county, or other local government.
- 4) County or city 911 projects.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 31 - Nonpublished Service; Release of Information (Continued)

APPENDIX "A" (Continued)

Nonpublished Service (Continued)

B. Agencies Authorized to Receive Information: (Continued)

- 5) State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
- 6) Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of debts.
- 7) California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 31 - Nonpublished Service; Release of Information (Continued)

APPENDIX "A" (Continued)

Nonpublished Service (Continued)

- C. Procedure for Release of Nonpublished Information to Authorized Agencies.
- 1) A telephone company shall only provide nonpublished information to persons within agencies who are either:
 - a. Peace officers pursuant to California Penal Code Section 830 and all subsections thereof who are lawfully engaged in a criminal investigation in their official capacity; or
 - b. Health officers who are acting in their official capacity and are lawfully investigating a matter involving a communicable disease or life threatening situation; or
 - c. Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in b.(2) preceding; or
 - d. Employees of a county or city 911 project when acting in an official capacity; or
 - e. Employees of an agency listed in b.(5) preceding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 31 - Nonpublished Service; Release of Information (Continued)

APPENDIX "A" (Continued)

Nonpublished Service (Continued)

C. Procedure for Release of Nonpublished Information to Authorized Agencies. (Continued)

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

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

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

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 31 - Nonpublished Service; Release of Information (Continued)

APPENDIX "A" (Continued)

Nonpublished Service (Continued)

D. Notification to Customer

- 1) The telephone utility shall not notify a Customer regarding the release of Customer's nonpublished information unless the Customer contacts the Company and specifically requests to know whether their nonpublished information has been released.
- 2) When a Customer inquires of the utility whether their nonpublished information has been released, the Customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the Customer will receive no communication from the utility.
- 3) If the requesting agency certifies that disclosure to a Customer about the release of nonpublished information to that agency could impede an ongoing criminal investigation, the telephone utility shall withhold notice to the Customer for a period of one year from the date of release of the information to the agency.
- 4) The one year period of nondisclosure shall be extended for successive one year periods upon new written certification by the agency in each instance.
- 5) If no request has been made for nondisclosure to the Customer, the Customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

If there has been no request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a Customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the utility that such information was released and which agency received the information.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 31 - Nonpublished Service; Release of Information (Continued)

APPENDIX "A" (Continued)

Nonpublished Service (Continued)

E. Exception for Health Officers

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

F. Release of Information to Interexchange Carriers

The utility will provide nonpublished information to an interexchange carrier who needs the information for allocation, billing or service purposes.

G. Retention of Records

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

H. Unsolicited Telephone Efforts

The utility will not contact nonpublished residence Customers by telephone on an unlisted number(s) for unsolicited efforts.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 32 - Legal Requirements for Refusal or Discontinuance of Service

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

"Appendix B"

- A. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.
- B. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request for interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.
- C. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the communications utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber the communications utility shall promptly restore such service.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 32 - Legal Requirements for Refusal or Discontinuance of Service (Continued)

“Appendix B” (Continued)

- D. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both:
- 1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law, and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result and
 - 2) the burden of persuading the Commission that the service should be refused or should not be restored.
- E. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 32 Legal Requirements for Refusal or Discontinuance of Service (Continued)

“Appendix B” (Continued)

- F. At the expiration of fifteen days after refusal or disconnection of service pursuant to paragraph 1 of this rule the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.
- G. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
- H. The term ‘person’, as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual
- I. The term ‘communications utility’, as used herein, includes a ‘telephone corporation’ and a ‘telegraph corporation’, as defined in Division 1 of the California Public Utilities Code.”.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 33 - Directories

- A. Excel will make one printed directory available to each Customer at no charge. Such directories will be supplied by the incumbent local exchange carrier or other third party.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 34 - Demarcation Points

A. Responsibilities

Excel will provide facilities, equipment, and services to its local loop demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the local loop demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond Excel's local loop demarcation point. Customer requested services beyond the local loop demarcation point may be provided by the Company at the Customer's expense.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 34 - Demarcation Points (Continued)

B. Local Loop Demarcation Point

- 1) Excel's Local Loop Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the building owner or end-user Customer. This demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the intrabuilding network cable (INC), if any, provided by the building owner. Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.
- 2) The Local Loop Demarcation Point may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the Company's network facilities.
- 3) The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story building, and includes the Company's entrance facility, except as set forth in Paragraph 4 following. Excel will not be required to place its demarcation point on more than one floor of a multi-story building.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 34 - Demarcation Points (Continued)

B. Local Loop Demarcation Point (Continued)

4) Exceptions:

- a. Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment where the equipment has been provided by Excel.
- b. Disabled Services: The demarcation point is at the Company-provided terminal equipment. Excel's responsibility includes the terminal equipment where the equipment has been provided by the Company.
- c. Company-provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the end-user or building owner, and includes the equipment.
- d. If a property owner desires an additional Local Loop Demarcation Point(s) at a specified location on a Customer's premises for purposes of providing service assurance, safety, security and privacy of data communications over the cable (generally known as "Direct Feed"), the owner will be required to pay for additional network cable and network facilities through special construction arrangements. In particular, additional Local Loop Demarcation Points cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from one location to another location.
- e. Fiber Optic Cable: The demarcation point is at the Company-provided Fiber Optic Terminal (FOT) equipment. The Company's responsibility includes the FOT equipment where the equipment has been provided by the Company.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 34 - Demarcation Points (Continued)

B. Local Loop Demarcation Point (Continued)

4) Exceptions (Continued)

- f. Carrier Points of Presence ("POP"): Local Loop Demarcation Point guidelines are not applicable for access services provided to interexchange carriers, local exchange carriers, and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission's regulations) Point of Presence location. However, Local Loop Demarcation Point rules do apply to all Company-provided service(s) provisioned to a Point of Presence when the service(s) is used in the capacity of an end-user of the service(s).

C. INC Demarcation Point

- 1) The Intrabuilding Network Cable (INC) demarcation point separates the building owner's responsibility to provide INC from the end-user's responsibility to provide inside wire, standard jacks, and Customer premises equipment. This demarcation point designates the end of the INC provided by the building owner and the beginning of simple or complex inside wire provided by the end-user.
- 2) The INC demarcation point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth in Paragraph 3 following and B.4 preceding.
- 3) Where there is no intrabuilding network cable or it is in a single-story building, the INC demarcation is the Company's Local Loop Demarcation Point.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 34 - Demarcation Points (Continued)

D. Inside Wire Demarcation Point

- 1) The inside Wire Demarcation Point is located where Customer premises equipment (CPE) is connected to the inside wire. This demarcation point designates the end of the inside wire and the beginning of the CPE facilities.
- 2) The Inside Wire Demarcation Point separates the inside wire vendor's responsibility from that of the CPE vendor. This demarcation point, where the Company is the vendor of choice for inside wire repair and CPE trouble isolation, begins where the Customer's inside wire connects to the INC. Where there is no INC, the Inside Wire Demarcation Point is the MPOE.

E. Continuous Property

- 1) Continuous Property is land which is
 - a. wholly owned by a single individual or entity, regardless of whether the owner leases 1 all or a portion(s) of the property to another and
 - b. which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare 2 or the property of another.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 34 - Demarcation Points (Continued)

E. Continuous Property (Continued)

2) There are three basic types of Continuous Properties:

- a. Single-tenant commercial in which one owner or tenant occupies all building.
- b. Mixed commercial and residential (e.g., building with both commercial and residential space or campus-type configurations such as colleges and military bases) in which a mixture of business and residential uses exists.
- c. Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis.

Single-family homes and properties within which a portion(s) of the land is owned by separate entities and a portion(s) is owned by the entities in common³ do not constitute Continuous Property.

¹ The property retains its character as Continuous Property regardless of whether the owner or a lessee (who wholly leases the property from the owner) sublets a portion(s) of the property to another, e.g., apartment buildings or complexes. Condominiums also are Continuous Property.

² A “public thoroughfare” is a street, road or other means of passage across property which is not subject to restrictions on ingress, egress or boundaries.

³ Such as townhomes and homes in gated communities.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 34 - Demarcation Points (Continued)

E. Continuous Property (Continued)

3) Continuous Property

- a. For Continuous Property, regardless of use, the Company's Local Loop Demarcation Point will be at the appropriate main distribution terminal as determined by negotiations between the property owner and the Company. Where an agreement cannot be reached, the Company will designate the Local Loop Demarcation Point location.
- b. It is the property owner's responsibility to provide and maintain INC within and between buildings on a continuous property. The Company may, at the Customer's request and expense, provide INC.

- 4) Where an owner of Continuous Property requests additional Local Loop Demarcation Points or changes an existing local loop demarcation point, the owner will be required to pay for any additional network cable and facilities required through special construction agreements as set forth in Rule No. 24, except as provided in B.4 preceding.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 34 - Demarcation Points (Continued)

E. Continuous Property (Continued)

- 5) The INC and Inside Wire Demarcation Points are located as described in B. and C. preceding.
- 6) At the request of a property owner, the Company may waive the designation of a single Local Loop Demarcation Point for a Continuous Property if, due to the unique characteristics of the property, a hardship would be created for the property owner and/or the Company. Examples of such Continuous Property include (a) national, state and local parks, beaches, highways, harbors and similar publicly-owner property and (b) railroad rights-of-way and extensive, privately-owned tracts of land with developed communities (e.g., the City of Irvine) and similar privately-owned property. The Company will treat land within the boundaries of privately-owned property under (b) above as Continuous Property provided that it had the characteristics of Continuous Property, e.g., (a) it is wholly leased by a single individual or entity and (b) it contains or will contain multiple buildings.

This paragraph is not intended in any way to waive the unbundling of INC in each building.

LOCAL EXCHANGE SERVICE TARIFF

RULES AND REGULATIONS (Continued)

Rule No. 35 - Blocking Access to 900 and 976 Information Services

- A. At the request of the Customer, Excel will block that Customer's access to 900 and 976 pay-per-call telephone information services. The Company will inform its Customers of the availability of this service at the time service is ordered. This blocking service will be made available free of charge to residential Customers.

LOCAL EXCHANGE SERVICE TARIFF

TAXES AND SURCHARGES

- A. The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.
- B. Surcharges may be imposed depending upon the applicability of the surcharges to the services provided within this tariff. Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates to intrastate services, excluding the following: a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certified carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging. Telecommunications carriers are also required to apply the CPUC Reimbursement Fee rate to intrastate services, excluding the following: a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d.b.a SBC California) tariffs.

LOCAL EXCHANGE SERVICE TARIFF

CALIFORNIA LIFELINE TELEPHONE PROGRAM (Continued)

(T)

C. Eligibility Criteria (Continued)

(D)(N)

4. The customer's eligibility meets either the following income-based criterion or the program-based criterion.

(a) Income-Based Criterion

Income-based criterion allows a customer to enroll in California LifeLine based on his/her total household income. Pursuant to Resolution T-16591 and Section 5.2.1 of General Order 153, all telecommunications carriers are required to adjust annually the Household Income Limitation requirement for California LifeLine. For a list of the California LifeLine income limits, please refer to the Pacific Bell's (d.b.a . AT&T California) tariff.

Total household income is defined by General Order 153 as all revenues, from all household members, from whatever source derived, whether taxable or non-taxable, including, but not limited to: wages, salaries, interest, dividends, spousal support and child support, grants, gifts, allowances, stipends, public assistance payments, social security and pensions, rental income, income from self-employment and cash payments from other sources, and all employment-related, non-cash income.

For households with self-employed members, the "income from self-employment" shown on IRS Form 1040, Schedule C, line 29, shall be used in the determination of whether a household is eligible for California LifeLine.

Borrowed money shall not be considered as income when determining eligibility for California LifeLine. Funds transferred from one account to another; such as from savings account to a checking account, shall not be considered as income when determining eligibility for California LifeLine, even if such funds are used for living expenses.

(D)

(N)

LOCAL EXCHANGE SERVICE TARIFF

CALIFORNIA LIFELINE TELEPHONE PROGRAM (Continued)

(N)

C. Eligibility Criteria (Continued)

4. The customer's eligibility meets either the following income-based criterion or the program-based criterion. (Continued)

(a) Program-Based Criterion

Program-based criterion allows a customer to enroll in California LifeLine based on the customer's or a member of the customer household's participation in any of the means-tested programs approved by the Commission. Approved means-test programs are as follows:

- Medicaid or Medi-Cal
- Low Income Home Energy Assistance Program (LIHEAP)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance or Section 8
- Food Stamps or Supplemental Nutrition Assistance Program (SNAP)
- Woman, Infants and Children Program (WIC)
- Healthy Families Category A
- National School Lunch's FREE Lunch Program (NSL)
- Temporary Assistance for Needy Families (TANF), known in California as follows:
 - California Work Opportunity and Responsibility to Kids (CalWORKs)
 - Stanislaus County Work Opportunity and Responsibility to Kids (StanWORKs)
 - Welfare-to-Work (WTW)
 - Greater Avenues for Independence (GAIN)
 - Tribally-Administered TANF
 - Bureau of Indian Affairs General Assistance
 - Head Start Income Eligible (Tribal Only)

(N)

LOCAL EXCHANGE SERVICE TARIFF

CALIFORNIA LIFELINE TELEPHONE PROGRAM (Continued)

(N)

D. Eligibility Criteria for Second California LifeLine Line

A customer enrolled in California LifeLine is eligible to receive two (2) California LifeLine lines if the following eligibility requirements are met:

1. The household meets all California LifeLine eligibility criteria set forth above in Section C.
2. The household has a disabled member who has immediate and continuous access within the household to a TTY.
3. The TTY is issued by Deaf and Disabled Telecommunications Program or a medical certificate indicating the household member's need for a TTY is submitted to the Commission's California LifeLine Administrator.

All California LifeLine rules and regulations that apply to the one California LifeLine line shall apply equally to the second California LifeLine line provided to a household.

(N)

LOCAL EXCHANGE SERVICE TARIFF

CALIFORNIA LIFELINE TELEPHONE PROGRAM (Continued)

(N)

E. Service Elements

The service elements available to California LifeLine customers are as follows:

1. Access to (a) single party local exchange service, or (b) service that is equivalent, in all substantial respects, to single party local exchange service.
2. Access to all interexchange carriers offering service in the California LifeLine customer's local exchange.
3. Ability to place calls.
4. Ability to receive free unlimited incoming calls.
5. Free touch-tone dialing.
6. Free unlimited access to 911/E-911.
7. Access to local directory assistance. Each utility shall offer to its California LifeLine customers the same number of free directory assistance calls that the utility provides to its non-LifeLine residential customers.
8. Access to foreign Number Plan Areas.
9. California LifeLine rates and charges.
10. Customer choice of flat-rate local service or measured-rate local service with an allowance of sixty (60) local calls per month.
11. Free provision of one directory listing per year as provided for in D.96-02-072.
12. Free white pages telephone directory.
13. Access to operator service.
14. Voice grade connection to the public switched telephone network.
15. Free access to 800 or 800-like toll-free services.
16. Access to telephone relay services as provide for in Pub. Util. Code §2881 et seq.
17. Toll-free access to customer service for information about California LifeLine, service activation, service termination, service repair, and bill inquiries.
18. Toll-free access to customer service representatives fluent in the same language (English and non-English) in which California LifeLine was originally sold.
19. Free access to toll-blocking service.
20. Free access to toll-control service, but only if (a) the utility is capable of offering toll-control service, and (b) the California LifeLine customer has no unpaid bill for toll service.
21. Access to two (2) residential telephone lines if a low-income household with a disabled person requires both lines to access California LifeLine.
22. Free access to the California Relay Service via the 711 abbreviated dialing code.

(N)

LOCAL EXCHANGE SERVICE TARIFF

CALIFORNIA LIFELINE TELEPHONE PROGRAM (Continued)

(N)

F. Enrollment Process

Upon the request of the Applicant for California LifeLine service, the Company will establish an account for local exchange service at standard rates and applicable service connection charges as reflected in this tariff. Interest-free payment plans are available for the service connection charges, if necessary. No deposit is required for basic local exchange service.

The California LifeLine Administrator must certify a customer's eligibility set for in Sections C and D of this tariff before the customer may enroll in California LifeLine. A customer does not have to certify eligibility if he/she was enrolled in California LifeLine within the last thirty (30) days. Such customer shall be enrolled in the program once the California LifeLine Administrator confirms his/her status.

Upon approval, the Customer's regular basic service will be converted to California LifeLine service. All California LifeLine discounts will be credited to the customer's account retroactive to the date the service began or the date the customer requested to be enrolled, whichever is later. If the customer's bill has a net credit balance of \$10.00 or more, the customer may request a refund check.

1. Application

Upon notice from the Company, the California LifeLine Administrator will mail the Customer an application. The Customer must complete an application form and attest, under penalty and perjury the he/she meets all eligibility requirements identified in Sections C and D of this tariff. The application must be completed online or sent via regular mail to the California LifeLine Administrator for receipt no later than the due date indicated on the form. The California LifeLine Administrator determines the eligibility of the Customer and notifies him/her with a qualification or disqualification letter.

(N)

LOCAL EXCHANGE SERVICE TARIFF

CALIFORNIA LIFELINE TELEPHONE PROGRAM (Continued)

(N)

F. Enrollment Process (Continued)

1. Application (Continued)

(a) Income-Based Applicants

The Customer seeking eligibility under the income-based criterion set forth in Section 4.(a) of this tariff, must provide income documentation substantiating total household income. Acceptable income documentation are as follows:

- Statement from an employer on letterhead with dates, wages and income for three (3) consecutive months
- Paycheck stubs for three (3) consecutive months
- Prior year's state, federal, or tribal tax return
- Child support documents
- Statement of benefits from Social Security, Veterans Administration, retirement/pension, unemployment compensation, and/or Worker's Compensation
- Divorce decree
- Other official documents

(b) Program-Based Applicants

The Customer seeking eligibility under the program-based criterion must attest that he/she, or a member of his/her household, is a recipient of benefits from one of the means-tested programs set forth in Section 4.(b) of this tariff.

(c) Second California LifeLine Line

The customer seeking eligibility for a second California LifeLine line must attest that he/she meets all eligibility requirements set for in Section D set forth in this tariff.

(N)

LOCAL EXCHANGE SERVICE TARIFF

CALIFORNIA LIFELINE TELEPHONE PROGRAM (Continued)

(N)

G. Renewal Process

Existing California LifeLine Customers will automatically receive a California LifeLine Renewal Form annually, on the service anniversary date, from the California LifeLine Administrator. The existing California LifeLine Customers and California LifeLine Customers with a second California LifeLine line are required to complete a California LifeLine Renewal Form annually and attest, under penalty of perjury, that he/she meets all eligibility requirements identified in Sections C and D of this tariff.

The Renewal Form must be completed online or sent via regular mail to the California LifeLine Administrator for receipt no later than the due date indicated on the form. The California LifeLine Administrator determines the eligibility of the Customer's ongoing enrollment and notifies him/her with a qualification or disqualification letter.

H. Denial of Enrollment or Renewal

The Customer who fails to qualify for California LifeLine benefits will retain his/her existing regular residential service account. Standard rates as provided in this tariff will apply.

The Customer who fails to verify his/her continued eligibility by the due date will be removed from the program and treated as a new Customer and subject to the qualification process set forth in Section F of this tariff, should he/she seek to enroll in California LifeLine again. Standard rates as provided in the tariff will apply. The California LifeLine discount will not be applied retroactively to the date of removal.

The Customer denied California LifeLine eligibility for not being a recipient of benefits from one of the means-tested programs set forth in Section 4.(b) of this tariff, who can demonstrate membership in a county-equivalent means-test program can appeal a denial.

The Customer may appeal a denial or disqualification by contacting the California Public Utilities Commission's Consumer Affairs Branch toll-free at (800) 649-7570.

(N)

LOCAL EXCHANGE SERVICE TARIFF

CALIFORNIA LIFELINE TELEPHONE PROGRAM (Continued)

(N)

I. Change in Status

California LifeLine Customers are required to notify the Company of any change that causes the Customer to no longer qualify for California LifeLine or a second California LifeLine line. Upon notification, the Customer's California LifeLine service will be converted to regular basic service. Standard rates and regulations as set forth in this tariff will apply.

The Commission or the California LifeLine Administrator may audit and verify a customer's eligibility to participate in California LifeLine. Upon notification that the Customer is ineligible, the Customer's California LifeLine service will be converted to regular basic service. Standard rates and regulations as set forth in this tariff will apply. The Commission or the Commission's agent may bill the ineligible Customer for the California LifeLine discounts that the Customer received, plus interest equal to the three (3) month commercial paper rate, for the period in which the Customer was found to be ineligible.

J. Special Terms and Conditions

California LifeLine does not provide discounts on Foreign Exchange, Foreign Prefix, Multiparty Farmer Lines, Personal ISDN, and Residence Trunk Line service. California LifeLine does not provide discounts on optional services and equipment. Optional services and equipment are available to customers at applicable standard rates and charges as provided in this tariff.

The Customer will be subject to the conditions set forth in Rule Nos. 7 and 8 of this tariff for all non-basic services. The Customer will be subject to the conditions set forth in Rule Nos. 11 and 13 of this tariff for non-payment of services.

With the exception of those sales involving the use of an outside translation service, the Company will provide those Customers to whom it sold California LifeLine in a language other than English with Commission-mandated California LifeLine notices and toll-free access to customer service representatives who are fluent in the language in which California LifeLine was original sold.

(N)

LOCAL EXCHANGE SERVICE TARIFF

CALIFORNIA LIFELINE TELEPHONE PROGRAM (Continued)

(N)

K. Rates and Charges

Customers enrolled in California LifeLine and have a qualifying second California LifeLine line will be billed at the following monthly rates in addition to all charges associated with the Customer's optional services and/or additional long distance usage, if any:

1.	Deposit (per line, per order)	No Charge
2.	Service Connection Charge (per line, per order)	\$10.00
3.	Flat-Rate Service Charge ¹ (per line, per order)	\$5.47
4.	Measured Rate Service Charge ² (per line, per order)	\$2.91
5.	Measured Rate Usage (Over Sixty (60) Call Monthly Allowance) Each message	\$0.08
6.	Toll-Blocking (prevents long distance)	No Charge
7.	Toll-Restriction (limits long distance)	No Charge

¹ Includes Unlimited Calling Between Points in Customer's Local Calling Area.

² Includes allowance of sixty (60) untimed local calls per month. Allowance may not be carried over from month to month. Additional calls subject to usage charges.

(N)

LOCAL EXCHANGE SERVICE TARIFF

PROMOTIONAL OFFERINGS

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. Promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings are subject to the approval of the Commission.

A. MyLine Basic Caller ID Promotion

Beginning September 1, 2003 and ending September 30, 2003, Excel offers the MyLine Basic and Caller ID Promotion to new residential Customers in the State of California. New Customers who subscribe to Excel MyLine Basic Local Service Package and Caller ID during the aforementioned time period will be eligible to receive a billing credit to reimburse the Caller ID monthly recurring charges for the first three months of service. The billing credit will only be applied to the Customer's account at the conclusion of the three-month period. The Customer must remain subscribed to both the Excel MyLine Basic Local Service Package and Caller ID for the entire three-month period in order to be eligible to receive the billing credit, and the Customer's account must be in good standing.

B. Excel Inside Wire Promotion

Beginning September 1, 2003 and ending September 30, 2003, Excel offers the Excel Inside Wire Promotion to residential Customers in the State of California. Customers who subscribe to Excel's Inside Wire Maintenance Plan during the aforementioned time period will be eligible to receive a billing credit to reimburse the monthly recurring charges for Excel's Inside Wire Maintenance Plan for the first three months of service. The billing credit will be applied to the Customer's account during the third month of service and should appear on the Customer's invoice with the third Monthly Recurring Charge for the Inside Wire Maintenance Plan. The Customer must remain subscribed to the Inside Wire Maintenance Plan for the entire three-month period in order to be eligible to receive the billing credit, and the Customer's account must be in good standing.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS

1.1 General

Excel's Local Exchange Service provides Customers with unlimited calling to points within their designated local calling area. Excel concurs with the exchange areas and exchange maps filed by the incumbent Local Exchange Carriers currently on file with the Commission. Excel's service area is limited to the exchanges listed in Section 1.1.1 following.

Excel also provides optional services to allow Customers to efficiently manage the call flow generated over their telephone line(s). These services are subject to availability of facilities and compatibility with Customer type of access line and premises equipment. Optional services are only available to Customers of Excel's basic local services and are not available on Centrex and PBX trunks. When multiple services are activated on the same line, certain services may take precedence over others.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Areas and Zones

Local exchange telecommunications services provided by Excel shall be limited to Customers within the following exchanges as defined by the exchange maps filed by the incumbent Local Exchange Carriers and currently on file with the Commission. Use of Area 1 throughout this tariff refers to AT&T's local service territory, while Area 2 refers to Verizon's local service territory. (N)
(N)

A. Zone 1

Exchange	Wire Center
ALAMEDA	ALMDCA11
ALBANY	ALBYCA11
ALHAMBRA	ALHBCA01
ALLEGHANY	ALGHCA11
ANAHEIM	ANHMCA01
ANAHEIM	ANHMCA11
ANAHEIM	ANHMCA12
ARCADIA	ARCDCA11
BAKERSFIELD	BKFDCA12
BALBOA	BALBCA01
BELL	BELLCA11
BEN LOMOND	BNLMCA11
BENICIA	BNCICA11
BERKELEY	BKLYCA01
BERKELEY	BKLYCA01
BEVERLY HILLS	BVHLCA01
BISHOP RANCH	BSRNCA70
BREA	BREACA12
BUENA PARK	BNPKCA11
BURBANK	BRBNCA11

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

A. Zone 1 (Continued)

Exchange	Wire Center
CANOGA PARK	CNPKCA01
CARLSBAD	CRLSCA11
CARLSBAD	CRLSCA12
CHULA VISTA	CHVSCA11
COLMA	COLACA01
COMPTON	CMTNCA01
CONCORD	CNCRCA01
CORONA DEL MAR	CRDMCA11
CORONADO	CRNDCA11
COSTA MESA	CSMSCA11
CULVER CITY	CLCYCA11
DAVIS	DAVSCA11
DEATH VALLEY	FRCKCA11
DEL MAR	DLMRCA12
EL MONTE	ELMNCA01
EL SEGUNDO	ELSGCA12
EL TORO (RENAMED LAKE FOREST)	ELTRCA11
ENCINITAS	ENCTCA12
ESCONDIDO	ESCNCA01
FAIR OAKS	FROKCA11
FAIRFIELD	FRFDCA01
FOLSOM	FLSMCA14
FREMONT	FRMTCA12
FRESNO	FRSNCA11
FRESNO	FRSNCA12
FULLERTON	FUTNCA01

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

A. Zone 1 (Continued)

Exchange	Wire Center
GARDEN GROVE	GRGVCA01
GARDENA	GRDNCA01
GLENDALE	GLDLCA11
HAMILTON CITY	HMCYCA11
HAWTHORNE	HWTHCA01
HAYWARD	HYWRCA11
HERCULES	HRCLCA11
HIGHLAND	HGLDCA11
HOLLYWOOD	HLWDCA01
HUNTINGTON PARK	HNPKCA01
IMPERIAL BEACH	IMBHCA11
IRVINE	IRVNCA01
IRVINE	IRVNCA11
IRVINE	IRVNCA12
LA JOLLA	LAJLCA11
LA MESA	LAMSCA01
LAFAYETTE	LFYTCA11
LAGUNA NIGUEL	LGNGCA12
LARKSPUR	LRKSCA11
LOMITA	LOMTCA11

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

A. Zone 1 (Continued)

Exchange	Wire Center
LOS ANGELES	LSANCA02
LOS ANGELES	LSANCA05
LOS ANGELES	LSANCA06
LOS ANGELES	LSANCA07
LOS ANGELES	LSANCA08
LOS ANGELES	LSANCA09
LOS ANGELES	LSANCA10
LOS ANGELES	LSANCA11
LOS ANGELES	LSANCA12
LOS ANGELES	LSANCA13
LOS ANGELES	LSANCA14
LOS ANGELES	LSANCA15
LOS ANGELES	LSANCA29
LOS ANGELES	LSANCA34
LOS ANGELES	LSANCA35
LOS ANGELES	LSANCA38
LOS ANGELES	LSANCA56
MARINA	MARNCA11
MILLBRAE	MLBRCA11
MILPITAS	MLPSCA11
MISSION VIEJO	MSVJCA60
MONTEREY	MTRYCA01
MORRO BAY	MRBACA11
MOUNTAIN VIEW	MTVWCA11

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

A. Zone 1 (Continued)

Exchange	Wire Center
N SACRAMENTO	NSCRCA12
NATIONAL CITY	NTCYCA11
NORTH HIGHLANDS	NHLDCA11
NORTH HOLLYWOOD	NHWDCA01
NORTH HOLLYWOOD	NHWDCA02
NORTH SACRAMENTO	NSCRCA11
NORTHRIDGE	NORGCA11
OAKLAND	OKLDCA03
OAKLAND	OKLDCA04
OAKLAND	OKLDCA11
OAKLAND	OKLDCA12
ORANGE	ORNGCA11
ORANGE	ORNGCA13
ORANGE	ORNGCA14
ORANGEVALE	ORVACA11
PACIFIC BEACH	PCBHCA01
PACIFIC BEACH	PCBHCA11
PALO ALTO	PLALCA02
PALO ALTO	PLALCA12
PARAMOUNT	PRMTCA01
PASADENA	PSDNCA11
PASADENA	PSDNCA12
PISMO BEACH	PSBHCA11
PITTSBURG	PSBGCA01
PLACENTIA	PLCNCA11
PLEASANTON	PLTNCA13
POWAY	POWYCA11

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

A. Zone 1 (Continued)

Exchange	Wire Center
RANCHO BERNARDO	RBRNCA11
RANCHO PENASQUITOS	RNPSCA11
REDWOOD CITY	RDCYCA01
RESEDA	RESDCA01
RICHMOND	RCMDCA11
ROSEMEAD	ROSMCA11
SACRAMENTO	SCRMCA01
SACRAMENTO	SCRMCA02
SACRAMENTO	SCRMCA03
SACRAMENTO	SCRMCA11
SACRAMENTO	SCRMCA12
SALINAS	SLNSCA01
SAN BRUNO	SNBUCA02
SAN CARLOS	SNCRCA11
SAN CLEMENTE	SNCLCA12
SAN DIEGO	SNDGCA01
SAN DIEGO	SNDGCA02
SAN DIEGO	SNDGCA03
SAN DIEGO	SNDGCA06
SAN DIEGO	SNDGCA11
SAN DIEGO	SNDGCA12
SAN DIEGO	SNDGCA14
SAN DIEGO	SNDGCA15
SAN DIEGO	SNDGCA16

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

A. Zone 1 (Continued)

Exchange	Wire Center
SAN FRANCISCO	SNFCCA01
SAN FRANCISCO	SNFCCA04
SAN FRANCISCO	SNFCCA05
SAN FRANCISCO	SNFCCA06
SAN FRANCISCO	SNFCCA13
SAN FRANCISCO	SNFCCA14
SAN FRANCISCO	SNFCCA17
SAN FRANCISCO	SNFCCA21
SAN GABRIEL	SNGBCA01
SAN JOSE	SNJSKA02
SAN JOSE	SNJSKA13
SAN JOSE	SNJSKA21
SAN LEANDRO	SNLNCA11
SAN MATEO	SNMTCA11
SAN PEDRO	SNPDCA01
SAN RAFAEL	SNRFCA11
SAN YSIDRO	SNYSKA12
SANTA ANA	SNANCA01
SANTA ANA	SNANCA11
SANTA ANA	SNANCA12
SANTA CLARA	SNTCCA01
SANTA CLARA	SNTCCA11
SANTA CRUZ	SNCZCA01
SANTA CRUZ	SNCZCA11
SANTEE	SANTCA01
SAUSALITO	SSLTCA11
SEASIDE	SESDCA11

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

A. Zone 1 (Continued)

Exchange	Wire Center
SHERMAN OAKS	SHOKCA04
SOUTH GATE	SGATCA01
SOUTH PASADENA	SPSDCA11
STOCKTON	SKTNCA11
SUNNYVALE	SNVACA01
SUNNYVALE	SNVACA11
TORRANCE	TRNCCA11
TUSTIN	TUSTCA11
TUSTIN	TUSTCA70
UNION CITY	UNCYCA11
VAN NUYS	VNNYCA02
VENTURA	VNTRCA02
VENTURA	VNTRCA11
WALNUT CREEK	WNCKCA11
WEST LOS ANGELES	WLANCA01
WEST SACRAMENTO	WSCRCA11
WILMINGTON	WLMGCA01
YORBA LINDA	YRLNCA11

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

B. Zone 2

Exchange	Wire Center
AGOURA	AGORCA11
ANAHEIM	ANHMCA17
ANTIOCH	ANTCCA11
APTOS	APTSCA12
ARCATA	ARCTCA11
ARLINGTON	ARTNCA11
ARROYO GRANDE	ARGRCA12
ARVIN	ARVNCA11
ASH MOUNTAIN	ASMTCA11
ATASCADERO	ATSCCA11
ATWATER	ATWRCA12
AUBURN	AUBNCA01
AVALON	AVLNCA11
BAKERSFIELD	BKFDCA11
BAKERSFIELD	BKFDCA13
BAKERSFIELD	BKFDCA14
BAKERSFIELD	BKFDCA17
BAKERSFIELD	BKFDCA19
BAYWOOD PARK	BYPKCA11
BEALE	BEALCA11
BIG SUR	BGSRCA11
BODEGA BAY	BDBACA11
BRAWLEY	BRWLCA11
BRENTWOOD	BRWDCA12
BROCKWAY	BCWYCA11
BURLINGAME	BRLNCA01

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

B. Zone 2 (Continued)

Exchange	Wire Center
CALABASAS	CLBSCA11
CALABASAS	CLBSCA50
CALEXICO	CLXCCA12
CARMEL	CRMLCA11
CASTROVILLE	CSVLCA11
CHICO	CHICCA01
CHULA VISTA	CHVSCA12
CLAYTON	CYTNCA11
CLOVIS	CLVSCA11
COALINGA	CLNGCA01
COLTON	COTNCA11
CORONA	CORNCA11
COTATI	CTTICA12
COYOTE WELLS	CYWLCA11
CROCKETT	CRCTCA02
DANVILLE	DAVLCA12
DANVILLE	DAVLCA13
DELANO	DELNCA11
DOWNIEVILLE	DWNVCA11
DUNNIGAN	DNGNCA12
EARLIMART	ERLMCA11
EL CAJON	ELCJCA11
EL CENTRO	ELCNCA01
EL SOBRANTE	ELSBCA11
EUREKA	EURKCA01

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

B. Zone 2 (Continued)

Exchange	Wire Center
FALLBROOK	FLBKCA12
FARMERSVILLE	FRVLCA11
FELTON	FETNCA11
FILLMORE	FLMRCA11
FOLSOM	FLSMCA12
FOLSOM	FLSMCA13
FONTANA	FNTACA11
FORESTVILLE	FSVLCA11
FORT BRAGG	FTBRCA02
FORTUNA	FTUNCA11
FREMONT	FRMTCA11
FRESNO	FRSNCA01
FRESNO	FRSNCA13
FRESNO	FRSNCA14
FRESNO	FRSNCA15
GALT	GALTCA11
GRENADA	GRNDCA13
GUERNEVILLE	GUVLCA11
HALF MOON BAY	HMBACA12
HAYWARD	HYWRCA01
IGNACIO	IGNCCA12
INGLEWOOD	IGWDCA01
JACKSON	JCSNCA01

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

B. Zone 2 (Continued)

Exchange	Wire Center
LA CRESCENTA	LACRCA11
LAKESIDE	LKSDCA12
LAMONT	LAMTCA11
LEBEC	LEBCCA12
LEMOORE	LEMRC11
LIVERMORE	LVMRCA11
LODI	LODICA01
LOOMIS	LOMSCA11
LOS ALTOS	LSATCA11
LOS ANGELES	LSANCA23
MARTINEZ	MRTZCA11
MILL VALLEY	MLVYCA01
MODESTO	MDSTCA02
MODESTO	MDSTCA03
MODESTO	MDSTCA04
MODESTO	MDSTCA05
MOORPARK	MRPKCA12
MORAGA	MORGCA12
MOSS BEACH	MSBHCA11
MOUNT SHASTA	MTSHCA12
NAPA	NAPACA01
NEWHALL	NHLLCA01
NICE	NICECA11
OAK VIEW	OKVWCA11
OAKLAND	OKLDCA13
OAKLEY	OKLYCA11
OCEANSIDE	OCSDCA11
OILDALE	OLDLCA11
ORINDA	ORNDCA11
OTAY MESA	OTMSCA11

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

B. Zone 2 (Continued)

Exchange	Wire Center
PACIFICA	PCFCCA11
PALMDALE	PLDLCA01
PARADISE	PRDSCA11
PARLIER	PRLRCA11
PEDLEY	PDLYCA11
PETALUMA	PTLMCA01
PINECREST	PNCRCA11
PITTSBURG	PSBGCA11
PLANADA	PLNDCA11
PLEASANTON	PLTNCA12
PORTERVILLE	PTVLCA11
RANCHO MURIETA	RNMRC A11
RANCHO SAN DIEGO	RNSDCA11
RANCHO SANTA FE	RSFECA12
RANCHO SANTA MARGARITA	RSMGCA11
REDDING	RDNGCA02
REDDING	RDNGCA11
RIALTO	RILTCA11
RIO DELL	RIDECA11
RIO LINDA	RILNCA12
RIVERBANK	RVRBCA11
RIVERSIDE	RVSDCA01
RIVERSIDE	RVSDCA11
ROCKLIN	RCKLCA11
ROHNERT PARK	RTPKCA11

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

B. Zone 2 (Continued)

Exchange	Wire Center
SACRAMENTO	SCRMCA13
SALINAS	SLNSCA11
SALINAS	SLNSCA14
SAN DIEGO	SNDGCA05
SAN JOSE	SNJSCA11
SAN JOSE	SNJSCA12
SAN JOSE	SNJSCA14
SAN JOSE	SNJSCA15
SAN JOSE	SNJSCA18
SAN JUAN CAPISTRANO	SJCPCA12
SAN LUCAS	SNLCCA11
SAN LUIS OBISPO	SNLOCA01
SAN MARCOS	SNMCCA11
SAN RAFAEL	SNRFCA01
SAN RAMON	SNRMCA11
SANTA ROSA	SNRSCA01
SANTA ROSA	SNRSCA11
SATICOY	SATCCA12
SAUGUS	SAGSCA11
SCOTTS VALLEY	SCVYCA01
SEBASTOPOL	SBSTCA11
SHAFTER	SHFTCA11
SIERRAVILLE	SRVLCA11
SIMI (VALLEY)	SIMICA11

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

B. Zone 2 (Continued)

Exchange	Wire Center
SOLAMINT	SLMNCA11
SONOMA	SONMCA12
SONORA	SNRACA13
SOUTH TAHOE	STAHCA01
SOUTH TAHOE	STAHCA12
SPRINGVILLE	CMNLCA11
STOCKTON	SKTNCA01
SUISUN	SUISCA11
TAHOE CITY	THCYCA01
TIBURON	TBRNCA11
TRACY	TRACCA11
VACAVILLE	VCVLCA12
VALLEJO	VLLJCA01
VISALIA	VISLCA11
VISTA	VISTCA12
WASCO	WASCCA01
WATSONVILLE	WTVLCA01
WINDSOR	WNDSCA11
WOODLAND	WDLCA11
YORBA LINDA	YRLNCA12
YOSEMITE	WANACA11
YOSEMITE	YSMTCA11
YUBA CITY	YBCYCA01

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

C. Zone 3

Exchange	Wire Center
ACTON	ACTNCA11
AGUA DULCE	AGDLCA11
ALPINE (SAN DIEGO)	ALPICA12
ANGELS CAMP	ANCMCA01
ANGWIN	ANGWCA11
ANNAPOLIS	ANNPCA11
AROMAS	ARMSCA11
ARNOLD	ARNLCA11
ANDERSON	ARSNCA11
AUBURN	AUBNCA11
AVENAL	AVNLCA12
BIGGS	BGGSCA11
BRIDGEVILLE	BGVLCA11
BAKERSFIELD	BKFDCA15
BOULDER CREEK	BLCKCA11
BLUE LAKE	BLLKCA11
BLAIRSDEN	BLRSCA12
BANGOR	BNGRCA11
BOONVILLE	BNVLCA11
BRADLEY	BRDLCA91
BORREGO SPRINGS	BRSPCA11
BUTTE CITY	BTCYCA11
BETHEL ISLAND	BTISCA11
BURREL	BURLCA11
BEAR VALLEY	BVLYCA11
BEAR VALLEY SPRINGS	BVSPCA11

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

C. Zone 3 (Continued)

Exchange	Wire Center
CAMPO	CAMPCA11
COBB MOUNTAIN	CBMTCA11
CHALLENGE	CHLNCA11
CHUALAR	CHLRCA11
CHOWCHILLA	CHWCCA11
CLEAR LAKE OAKS	CLOKCA11
CALIPATRIA	CLPTCA11
CALISTOGA	CLSTCA11
CAMBRIA	CMBACA11
CAMP PENDLETON	CMPDCA01
CAMPTONVILLE	CMPVCA11
CENTRAL VALLEY	CNVYCA11
CLOVERDALE	CODLCA11
CORDELLA	CORDCA12
CORNING	CRNGCA12
CARUTHERS	CRTHCA11
CARMEL VALLEY	CRVYCA11
CASTAIC	CSTCCA11
COULTERVILLE	CTVLCA11
COTTONWOOD	CTWDCA11
CROWS LANDING	CWLDCA12
CAYUCOS	CYCSCA11

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

C. Zone 3 (Continued)

Exchange	Wire Center
DINUBA	DINBCA01
DIXON	DIXNCA11
DEL REY	DLRYCA11
DULZURA	DLZRCA11
DUNSMUIR	DNSMCA11
DUTCH FLAT	DTFLCA11
EDWARDS	EDWRCA01
ELK CREEK	EKCKCA11
ESCALON	ESCLCA11
ESPARTO	ESPRCA11
FIREBAUGH	FRBHCA11
FRENCH GULCH	FRGLCA11
FIVE POINTS	FVPNCA11
FRAZIER PARK	FZPKCA11
GREENFIELD	GNFDCA11
GONZALES	GNZLCA11
GERBER	GRBRCA11
GRIDLEY	GRDLCA11
GEORGETOWN	GRTWCA11
GRASS VALLEY	GRVYCA01
GRASS VALLEY	GRVYCA11
GRASS VALLEY	GRVYCA12
GOSHEN	GSHNCA11
GUALALA	GULLCA11
GUSTINE	GUSTCA11
GROVELAND	GVLDCA11
GEYSERVILLE	GYVLCA11
GAZELLE	GZLLCA11

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

C. Zone 3 (Continued)

Exchange	Wire Center
HERALD	HERLCA11
HUGHSON	HGSNCA11
HEALDSBURG	HLBGCA11
HOLLISTER	HLSTCA11
HOLTVILLE	HLVLCA11
HOMEWOOD	HMWDCA11
HANFORD	HNFRCA01
HOPLAND	HPLDCA12
HORNBROOK	HRBKCA11
HURON	HURNCA11
HYDESVILLE	HYVLCA11
IMPERIAL	IMPRCA11
INVERNESS	INVRCA11
IONE	IONECA11
IVANHOE	IVNHCA11
JAMUL	JAMLCA60
JACUMBA	JCMBCA11
JAMESTOWN	JMTWCA11
JULIAN	JULNCA12
KINGSBURG	KGBGCA11
KING CITY	KGCYCA11
KELSEYVILLE	KLVLCA12
KNIGHTS FERRY	KNFYCA11
KYBURZ	KYBRCA11

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

C. Zone 3 (Continued)

Exchange	Wire Center
LA HONDA	LAHNCA11
LATON	LATNCA11
LOCKEFORD	LCFRCA11
LEBEC	LEBCCA11
LEMOORE	LEMRC12
LE GRAND	LGRDCA11
LA GRANGE	LGRNCA12
LAKE BERRYESSA	LKBRCA11
LAKE LOS ANGELES	LKLACA11
LAKEPORT	LKPTCA02
LOYALTON	LLTNCA11
LINCOLN	LNCLCA11
LEONA VALLEY	LVYCA11
LOLETA	LOLTCA11
LOS BANOS	LSBNCA12
LOS MOLINOS	LSMLCA11
LEWISTON	LSTNCA11
LITTLEROCK	LTRKCA11
LIVE OAK	LVOKCA11
LOWER LAKE	LWLKCA11

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

C. Zone 3 (Continued)

Exchange	Wire Center
MADERA	MADRCA11
MADERA	MADRCA12
MOCCASIN	MCCSCA11
MIDDLETOWN	MDTWCA11
MOKELUMNE HILL	MKHLCA12
MCKINLEYVILLE	MKVLCA11
MENDOCINO	MNDCCA11
MENDOTA	MNDTCA11
MENLO PARK	MNPKCA11
MONTE RIO	MNRICA11
MOJAVE	MOJVCA01
MERCED	MRCDCA01
MERIDIAN	MRDNCA11
MIRANDA	MRNDCA11
MURPHYS	MRPHCA11
MONTAGUE	MTAGCA11
MARYSVILLE	MYVICA01

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

C. Zone 3 (Continued)

Exchange	Wire Center
NICOLAUS	NCLSCA12
NICASIO	NICSCA11
NILAND	NILDCA11
NILAND	NILDCA12
NIPOMO	NIPMCA11
NORTH SAN JUAN	NSJNCA11
NEVADA CITY	NVCYCA11
NEWCASTLE	NWCSCA11
NEWMAN	NWMNCA12
NORTH YUBA	NYUBCA11
OCCIDENTAL	OCDNCA11
OJAI	OJAICA11
OAKDALE	OKDLCA11
ORANGE COVE	ORCVCA11
ORLAND	ORLDCA11
OROSI	ORSICA11
OROVILLE	ORVLCA11
OROVILLE	ORVLCA12
PALA	PALACA11
PIRU	PIRUCA11
PLEASANT GROVE	PLGVCA12
PLYMOUTH	PLMOCA11
PLACERVILLE	PLVLCA11
PLACERVILLE	PLVLCA12
POINT ARENA	PNARCA11
PINE VALLEY	PNVYCA11
PEPPERWOOD	PPWDCA11
PARADISE	PRDSCA12

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

C. Zone 3 (Continued)

Exchange	Wire Center
POINT REYES STATION	PRSNCA11
PESCADERO	PSCDCA11
PASKENTA	PSKNCA11
PASO ROBLES	PSRBCA01
PORTOLA	PTOLCA01
POTTER VALLEY	PTVYCA11
PIXLEY	PXLYCA11
QUINCY	QNCYCA12
RAMONA	RAMNCA11
RICHVALE	RCVACA11
RED BLUFF	RDBLCA01
ROSAMOND	RSMDCA11
RIVERDALE	RVDLCA11
SODA SPRINGS	SDSPCA11
SELMA	SELMCA11
SHINGLE SPRINGS	SGSPCA11
SHASTA LAKE	SHLKCA01
STOCKTON	SKTNCA12
STOCKTON	SKTNCA14
SOLEDAD	SLDDCA11
SALINAS	SLNSCA12
SALINAS	SLNSCA13
SILVERADO	SLVRCA11
SMARTVILLE	SMAVCA11
SAN ANDREAS	SNADCA11
SAN ARDO	SNARCA11
SAN GERONIMO	SNGNCA11
SAN JUAN	SNJNCA11

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

C. Zone 3 (Continued)

Exchange	Wire Center
SAN JOSE	SNJSCA22
SAN MARTIN	SNMACA11
SANTA MARGARITA	SNMICA11
SPRINGVILLE	SPVLCA11
SIERRA CITY	SRCYCA11
STRATFORD	SRFRCA11
SOUTH TAHOE	STAHCA13
STINSON BEACH	STBHCA11
SUTTER CREEK	STCKCA11
STONYFORD	STFRCA11
ST HELENA	STHNCA11
SUNOL	SUNLCA11
TEHACHAPI	THCHCA01
THREE RIVERS	THRRCA11
THORNTON	THTNCA11
TOMALES	TMLSCA12
TEMPLETON	TMTNCA11
TIPTON	TPTNCA11
TERRA BELLA	TRBLCA11
TURLOCK	TRLCCA11
TRINIDAD	TRNDCA11
TRES PINOS	TRPSCA11
TRUCKEE	TRUCCA11
TRUCKEE	TRUCCA12
TULARE	TULRCA11
TWAIN HARTE	TWHRCA11

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

C. Zone 3 (Continued)

Exchange	Wire Center
UKIAH	UKIHCA01
UKIAH	UKIHCA12
UPPER LAKE	UPLKCA11
VINA	VINACA12
VALLEY CENTER	VLCTCA11
VALLEY FORD	VYFRCA11
VALLEY SPRINGS	VYSPCA11
WOODLAKE	WDLKCA11
WEED	WEEDCA01
WEOTT	WEOTCA11
WALKER BASIN	WLBSCA11
WALLACE	WLLCCA11
WILLITS	WLTSKA12
WILLOWS	WLWSCA11
WARNER SPRINGS	WNSPCA12
WINTERS	WNTRCA11
WATERFORD	WTFRCA11
WHEATLAND	WTLDCA12
YOUNTVILLE	YNVLCA11
YREKA	YREKCA11
YOSEMITE	YSMTCA12

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

D. Zone 4

Exchange
ALAMITOS
ANZA
ARROWHEAD
AZUSA
BADGER
BANNING
CALIMESA
CAMARILLO
CARPINTRIA
CHINO
CLAREMONT
CONEJO
COVINA
CRESCENT CITY
CRESTLINE
DESERT CENTER
DESERT SHRS
DIAMOND BAR
DOWNEY
SPRINGS
DUNLAP

Exchange
GRANT GROVE
GUADALUPE
HEMET
HEMET DA
HI VISTA
HIOUCHI
HOMELAND
HOMESTDVLY
BEACH
IDYLLWILD
INDIO
JOSHUATREE
KENWOOD
KLAMATH
LA HABRA
LA PUENTE
LAGUNA BEACH
LAKE HUGHES
LAKEVIEW NUEVO
LAKEWOOD
LANCASTER

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

D. Zone 4 (Continued)

Exchange	Exchange
EAGLE MT.	LINDSAY
EL RIO	LOMPOC
ELSINORE	LONG BEACH
ETIWANDA	LOS ALAMOS
FOWLER	LOS GATOS
GASQUET	MALIBU
GAVIOTA	MAR VISTA
GRANADA HILL	MARSHALL
MENTONE	SALTON
MIRANTPHST	SANTA MONICA
MONROVIA	SANTA BARBARA
MORENO	SAN FERNANDO
MORGANHILL	SAN JACINTO
MORONGOVLV	SANTA YNEZ
MURRIETA	SANTA MARIA
NEWBURY PARK	SANTA PAULA
NORWALK	SEPULVEDA
NOVATO	SIERRA MADRE
ONTARIO	SMITH RIVER
ORICK	CANYON
OXNARD	SOMIS

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.1 General (Continued)

1.1.1 Service Area and Zones (Continued)

D. Zone 4 (Continued)

Exchange	Exchange
PACIFCPDS	SQUAW VALLEY
PACOIMA	SUN CITY
PALM SPRINGS	TUJUNGA
PALM DESERT	SYLMAR
PERRIS	TEMECULA
PICO RIVERA	THOUSAND OAKS
PINYON	TOPANGA
PLAYA DEL REY	TWENTY NPALMS
POINT MUGU	UPLAND
POMONA	WEST ANGELES
REDLANDS	WESTMINSTER
REDONDO	WHITTIER
REDONDO BEACH	YUCCA VALLEY
REEDLEY	
S BERNDINO	
SAGE	

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.2 Non-Recurring Charges

1.2.1 Service Connection Charges

These charges are nonrecurring and apply to various Customer requests for connecting, moving or changing service. They are in addition to any other scheduled rates and charges that would normally apply under this tariff. The charges in this section for the connection, move, or change of service contemplate work being performed by Company employees involved at a time when overtime wages do not apply. No distinction is made between a "New Installation and Connection" and an "Outside Move". All changes in location of Customer's equipment or service from one premises to another, are treated as new service connections with service charges applying. Service charges are in addition to other rates and charges normally applying under this tariff. They apply in addition to construction charges made because of unusual costs in establishing service and are not in lieu of usage charges. Maintenance service charges will apply in those instances where Excel makes a repair visit to the customer's premises and the service difficulty or trouble is not on Excel's side of the demarcation point.

a. Local Service – New Order Charge(s):

This charge is for receiving, recording and processing information necessary to execute a Customer's request for new service. One Local Service Charge, per line, is applicable for all new orders requested at the same time of the initial order for the same Customer. If service is established at a new location and the Customer later moves back to the old location or a separate location, this service charge will apply in connection with the reestablishment of service, accordingly.

b. Local Service Activation Charge(s):

This charge is applicable where existing local service or telephone numbers are activated or migrated to Excel's service when facilities or construction is not required.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.2 Non-Recurring Charges (Continued)

1.2.1 Service Connection Charges (Continued)

c. Local Service – Change Order Charge(s):

Following are examples of Change Order Charges applicable to Excel's MyLine Local Service offering(s):

--Feature Service Change Charge(s) - When a Customer adds, deletes, or changes a feature or features within a local package, the Company cannot apply more than one Feature Service Charge per order per line.

--Record Order Charge(s) - One Record Order Charge, per line, is applicable for all changes and/or additions ordered and provided at the same time for the same Customer. When multiple Record Orders are required for Company reasons, only one Record Order Charge applies. Charges are applicable to, but not limited to, the following:

- Change of a directory listing name or address
- Change of a telephone number except in the case of harassing calls
- Change of billing address

d. Local Service - Move Order Charge(s):

This charge is for moving the customer's telephone service and features to another location within the customer's current local service area and central office locations.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.2 Non-Recurring Charges (Continued)

1.2.2 Miscellaneous Charges

a. Line Installation Charge(s):

To add a new primary line to Customer's residence if facilities construction is required. No distinction is made between a "New Installation or Connection" and an "Outside Move." If the Customer requests that their service is established, maintained, moved or changed at hours of the day or days of the week (other than normal work hours or days), or on holidays, or interrupts work once begun, or when overtime wages apply, a charge based on the additional costs will apply in addition to any other applicable charges.

b. Additional Line Installation Charge(s):

To add an additional new line to Customer's residence if another telephone line is provided by the Company at the same residence and initiated at the same time. No distinction is made between a "New Installation or Connection" and an "Outside Move." If the Customer requests that their service is established, maintained, moved or changed at hours of the day or days of the week (other than normal work hours or days), or on holidays, or interrupts work once begun, or when overtime wages apply, a charge based on the additional costs will apply in addition to any other applicable charges.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.2 Non-Recurring Charges (Continued)

1.2.2 Miscellaneous Charges (Continued)

c. Restoration of Service Charge:

If service is disconnected for nonpayment, service will be reestablished only upon receipt of payment of all charges due, which include charges for service and facilities during the period of disconnection and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order, personal check or certified check. If payment is made by personal check, restoration will be effected upon clearance of the check. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of the Company's service order, service will be reestablished only upon a basis of an application for new service. During the period of disconnection, Customer's telephone number will not be reassigned. Once service has been terminated, the telephone number may be reassigned to another Customer.

d. Special Construction Charge(s):

To perform any customer required special construction or change of existing telephone equipment at the customer premises.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.3 Local Exchange Services

1.3.1 Excel MyLine Local Service Offerings

Customers subscribing to the Company's Local Service must purchase a local package consisting of an access line (dial tone). Customers who order an additional line(s), are exceptions to the local package purchase requirement. The Excel Classic MyLine Local Service Packages described below in sections b., c. and d. are only available to existing customers of the Excel Classic MyLine Local Service Packages (formerly known as Excel MyLine Local Service Packages) as of March 8, 2004. Excel Local Service offers are furnished as follows where facilities or interconnection service arrangements are available:

- a. Excel MyLine StandAlone Local Service: Single line service with no features.
- b. Excel Classic MyLine Basic Local Service Package: Single line service with Touch Tone, with the following custom features included: Call Waiting, Call Return, Three-Way Calling and Friends-R-Free Long Distance.
- c. Excel Classic MyLine Value Local Service Package: Single line service with Touch Tone, with the following custom features included: Call Waiting, Call Return, Three-Way Calling, Caller ID-Name and Number, Call Blocking and Friend-R-Free Long Distance.
- d. Excel Classic MyLine Complete Local Service Package: Single line service with Touch Tone, with the following custom features included: Call Waiting, Call Return, Three-Way Calling, Caller ID-Name and Number, Call Blocking, Priority Call, Call Forwarding, Auto Redial, Speed Dialing, Anonymous Call Rejection, Friends-R-Free Long and Unlimited Long Distance.
- e. Additional Lines: Additional lines include Touch-Tone and may be purchased with or without a package provided that the Customer's primary line continues to be served by the Company as the primary Local Exchange Carrier.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.3 Local Exchange Services (Continued)

1.3.2 Touch Tone Calling Service

- a. Touch Tone calling service provides for the origination of calls by means of instruments equipped for tone-type address signaling and special central office facilities.
- b. All dia The service is furnished subject to the availability of central office facilities. l-type lines that terminate in an instrument equipped for tone-type address signaling shall be equipped for Touch Tone calling service except for dial-type lines served from a central office where the special facilities for Touch Tone calling service are not available.
- c. Other facilities, miscellaneous and supplemental equipment, requested by Customers and not detrimental to this service or other services of the Company will be furnished under the regulations and at the rates specified in the applicable sections of this tariff.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.3 Local Exchange Services (Continued)

1.3.3 Transfer of Calls Service

Transfer of Calls Service is a service used when a Customer disconnects service or changes their telephone number. Calls to the intercepted telephone number are referred to a recorded message if requested by the Customer. The announcement states that the called number has been disconnected or changed. If the number is available, it is given to the caller. The number may not be available because, for example, it is non-published or the Customer left the area without providing a forwarding telephone number. This service is available where resources permit, and is provided for a period of thirty (30) days.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.3 Local Exchange Services (Continued)

1.3.4 Excel MyLineSM Basic Package

Excel MyLineSM Basic Package provides residential Customers in California with local and long distance calling for a flat rate. As of October 20, 2009, the EXCEL (N) MyLineSM Basic Package is only available to existing customers of the EXCEL (N) MyLineSM Basic Package. In order to subscribe to Excel MyLineSM Basic Package, (N) the Customer must select Excel as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. Furthermore, the Customer must select one of the following two long distance service plans: Excel MyLineSM \$.05 Plan or Excel MyLineSM \$.03 Plan as described in Excel's intrastate interexchange tariff. Rates and charges for the Excel (T) MyLineSM Basic Package may vary based on the Customer's selected long distance calling plan. The availability of Excel MyLineSM Basic Package to the Customer may be restricted based upon both Excel's access to services through the incumbent local exchange carrier and the Customer's creditworthiness as determined by information contained in a credit bureau report received from a credit reporting agency.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.3 Local Exchange Services (Continued)

1.3.4 Excel MyLineSM Basic Package (Continued)

Excel MyLineK Basic Package is a bundled service package which includes single line service and the following three Call Management Features: Call Return as described in Section 1.4.i, Call Waiting as described in Section 1.4.k and Three-Way Calling as described in Section 1.4.n. The Customer will also receive 100 minutes of domestic long distance usage subject to the Customer's selected long distance plan, and any additional long distance usage beyond the included minutes will be billed according to the same selected long distance plan. The included long distance usage does not accumulate on a month-to-month basis, and no credit will be given to Customers who do not use the included minutes. The Customer will also be eligible for Excel's Friends-R-Free Discount Program as described in the Special Services Section of Cal. P.U.C. Tariff No. 1 "Interexchange Telecommunications Services Tariff."

Excel MyLineK Basic Package does not include equipment associated with the Caller ID feature. Excel does not prorate the monthly charges for the MyLineK Basic Package. If the Customer's service is discontinued prior to the conclusion of a billing period, the Customer will remain responsible for the monthly charges for the entire billing period. Rates and charges associated with Excel MyLineK Basic Package are set forth in Section 2.2.3 following.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.3 Local Exchange Services (Continued)

1.3.5 Excel MyLineSM Value Package

Excel MyLineSM Value Package provides residential Customers in California with local and long distance calling for a flat rate. As of October 20, 2009, the EXCEL (N)
MyLineSM Value Package is only available to existing customers of the EXCEL (N)
MyLineSM Value Package. In order to subscribe to Excel MyLineSM Value Package, (N)
the Customer must select Excel as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. Furthermore, the Customer must select one of the following two long distance service plans: Excel MyLineSM \$.05 Plan or Excel MyLineSM \$.03 Plan as described in Excel's intrastate interexchange tariff. Rates and charges for the Excel (T)
MyLineSM Value Package may vary based on the Customer's selected long distance calling plan. The availability of Excel MyLineSM Value Package to the Customer may be restricted based upon both Excel's access to services through the incumbent local exchange carrier and the Customer's creditworthiness as determined by information contained in a credit bureau report received from a credit reporting agency.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.3 Local Exchange Services (Continued)

1.3.5 Excel MyLineSM Value Package (Continued)

Excel MyLineK Value Package is a bundled service package which includes single line service and the following eight Call Management Features: Caller ID as described in Section 3.4.p, Call Waiting as described in Section 3.4.k, Three-Way Calling as described in Section 3.4.n, Call Waiting ID as described in Section 3.4.l, Call Return as described in Section 3.4.i, Speed Dialing as described in Section 3.4.m, Call Forwarding as described in Section 3.4.d, and Auto Redial as described in Section 3.4.b. The Customer will also receive 200 minutes of domestic long distance usage subject to the Customer's selected long distance plan, and any additional long distance usage beyond the included minutes will be billed according to the same selected long distance plan. The included long distance usage does not accumulate on a month-to-month basis, and no credit will be given to Customers who do not use the included minutes. The Customer will also be eligible for Excel's Friends-R-Free Discount Program as described in the Special Services Section of Excel's Cal. P.U.C. Tariff No. 1 "Interexchange Telecommunications Services Tariff."

In addition to the features described herein, Excel MyLineK Value Package includes subscription to Excel's Voice Mail as described in Section 5.1. Excel MyLineK Value Package does not include equipment associated with the Caller ID feature. Excel does not prorate the monthly charges for the MyLineK Value Package. If the Customer's service is discontinued prior to the conclusion of a billing period, the Customer will remain responsible for the monthly charges for the entire billing period. Rates and charges associated with Excel MyLineK Value Package are set forth in Section 2.2.3 following.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.3 Local Exchange Services (Continued)

1.3.6 Excel MyLineSM Complete Package

Excel MyLineSM Complete Package provides residential Customers in California with local and long distance calling for a flat rate. As of October 20, 2009, the (N)
EXCEL MyLineSM Complete Package is only available to existing customers of the (N)
EXCEL MyLineSM Complete Package. In order to subscribe to Excel MyLineSM (N)
Complete Package, the Customer must select Excel as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. Furthermore, the Customer must select the following long distance service plan: Excel MyLineSM \$.05 Plan as described in Excel's (T)
intrastate interexchange tariff. The availability of Excel MyLineSM Complete (T)
Package to the Customer may be restricted based upon both Excel's access to services through the incumbent local exchange carrier and the Customer's creditworthiness as determined by information contained in a credit bureau report received from a credit reporting agency.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.3 Local Exchange Services (Continued)

1.3.6 Excel MyLineSM Complete Package (Continued)

Excel MyLineK Complete Package is a bundled service package which includes single line service and the following eight Call Management Features: Caller ID as described in Section 3.4.p, Call Waiting as described in Section 3.4.k, Three-Way Calling as described in Section 3.4.n, Call Waiting ID as described in Section 3.4.l, Call Return as described in Section 3.4.i, Speed Dialing as described in Section 3.4.m, Call Forwarding as described in Section 3.4.d, and Auto Redial as described in Section 3.4.b. The Customer will also receive unlimited domestic long distance usage. The unlimited domestic long distance usage is for residential voice use only and applies to non-operator assisted, direct-dialed domestic calls. Use for home office, small business, large commercial business, or other commercial use is prohibited and may result in termination of the service.

In addition to the features described herein, Excel MyLineK Complete Package includes subscription to Excel's Voice Mail as described in Section 5.1. However, Excel MyLineK Complete Package may be provisioned without the Voice Mail feature upon request of the Customer. Excel MyLineK Complete Package does not include equipment associated with the Caller ID feature. Excel does not prorate the monthly charges for the MyLineK Complete Package. If the Customer's service is discontinued prior to the conclusion of a billing period, the Customer will remain responsible for the monthly charges for the entire billing period. Rates and charges associated with Excel MyLineK Complete Package are set forth in Section 2.2.3 following.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.3 Local Exchange Services (Continued)

1.3.7 Simple Plan

The Simple Plan provides residential Customers with local calling for a flat rate. In order to subscribe to the Simple Plan, the Customer must select Excel as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. In addition, the Customer must select the following long distance plan as described in Excel's intrastate interexchange tariff on file with the Commission: Excel Value 3.9 Long Distance Plan. Furthermore, Customers of the Simple Plan must enroll in Excel's Recurring Payment Plan as described in Rule No. 11.K. of this tariff. The availability of the Simple Plan to the Customer may be restricted based upon Excel's access to services through the incumbent local exchange carrier. Rates and charges associated with the Simple Plan are set forth in Section 2.2.4 following.

Customers of the Simple Plan may subscribe to Custom Features as described in Sections 1.4 and 2.3, excluding the following: Caller ID - Number Only; Caller ID - Name and Number Blocking Per Line and Distinctive Ring. In addition, Call Forwarding - Selective; Priority Call; Call Forwarding - Busy Line; Call Forwarding - No Answer is not available to Customers in Area 2.

(N)

(N)

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.3 Local Exchange Services (Continued)

1.3.8 Basic Plan

The Basic Plan provides residential Customers with local and long distance calling for a flat rate. In order to subscribe to the Basic Plan, the Customer must select Excel as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. In addition, the Customer must select the following long distance plan as described in Excel's intrastate interexchange tariff on file with the Commission: Excel Value 3.9 Long Distance Plan. Furthermore, Customers of the Basic Plan must enroll in Excel's Recurring Payment Plan as described in Rule No. 11.K. of this tariff. The availability of the Basic Plan to the Customer may be restricted based upon Excel's access to services through the incumbent local exchange carrier. Rates and charges associated with the Basic Plan are set forth in Section 2.2.4 following.

The Basic Plan is a bundled service package which includes single-line local service and 30 minutes of domestic long distance usage. The included long distance minutes and the long distance usage beyond the included minutes are subject to the terms of the Excel Value 3.9 Long Distance Plan. Unused long distance minutes do not accumulate on a month-to-month basis, and no credit will be given to Customers who do not use the included minutes.

Customers of the Basic Plan may subscribe to Custom Features as described in Sections 1.4 and 2.3.2, excluding the following: Caller ID - Number Only; Caller ID - Name and Number Blocking Per Line and Distinctive Ring. In addition, Call Forwarding - Selective; Priority Call; Call Forwarding - Busy Line; Call Forwarding - No Answer is not available to Customers in Area 2.

(N)

(N)

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.3 Local Exchange Services (Continued)

1.3.9 Select Plan

The Select Plan provides residential Customers with local calling, long distance calling and two features for a flat rate. In order to subscribe to the Select Plan, the Customer must select Excel as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. In addition, the Customer must select the following long distance plan as described in Excel's intrastate interexchange tariff on file with the Commission: Excel Value 3.9 Long Distance Plan. Furthermore, Customers of the Select Plan must enroll in Excel's Recurring Payment Plan as described in Rule No. 11.K. of this tariff. The availability of the Select Plan to the Customer may be restricted based upon Excel's access to services through the incumbent local exchange carrier. Rates and charges associated with the Select Plan are set forth in Section 2.2.4 following.

The Select Plan is a bundled service package which includes single-line local service, 150 minutes of domestic long distance usage, Caller ID – Name and Number and Call Waiting. The included long distance minutes and the long distance usage beyond the included minutes are subject to the terms of the Excel Value 3.9 Long Distance Plan. Unused long distance minutes do not accumulate on a month-to-month basis, and no credit will be given to Customers who do not use the included minutes.

Customers of the Select Plan may subscribe to additional Custom Features as Sections 1.4 and 2.3, excluding the following: Caller ID - Number Only; Caller ID - Name and Number Blocking Per Line and Distinctive Ring. In addition, Call Forwarding – Selective; Priority Call; Call Forwarding - Busy Line; Call Forwarding - No Answer is not available to Customers in Area 2.

(N)

(N)

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.3 Local Exchange Services (Continued)

1.3.10 Value Plan

The Value Plan provides residential Customers with local calling, long distance calling and two features for a flat rate. In order to subscribe to the Value Plan, the Customer must select Excel as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. In addition, the Customer must select the following long distance plan as described in Excel's intrastate interexchange tariff on file with the Commission: Excel Value 3.9 Long Distance Plan. Furthermore, Customers of the Value Plan must enroll in Excel's Recurring Payment Plan as described in Rule No. 11.K. of this tariff. The availability of the Value Plan to the Customer may be restricted based upon Excel's access to services through the incumbent local exchange carrier. Rates and charges associated with the Value Plan are set forth in Section 2.2.4 following.

The Value Plan is a bundled service package which includes single-line local service, 200 minutes of domestic long distance usage, Caller ID – Name and Number and Call Waiting. The included long distance minutes and the long distance usage beyond the included minutes are subject to the terms of the Excel Value 3.9 Long Distance Plan. Unused long distance minutes do not accumulate on a month-to-month basis, and no credit will be given to Customers who do not use the included minutes.

Customers of the Value Plan may subscribe to additional Custom Features as described in Sections 1.4 and 2.3, excluding the following: Caller ID - Number Only; Caller ID - Name and Number Blocking Per Line and Distinctive Ring. In addition, Call Forwarding – Selective; Priority Call; Call Forwarding - Busy Line; Call Forwarding - No Answer is not available to Customers in Area 2.

(N)

(N)

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.3 Local Exchange Services (Continued)

1.3.11 Premium Plan

The Premium Plan provides residential Customers with local calling, long distance calling and features for a flat rate. In order to subscribe to the Premium Plan, the Customer must select Excel as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. In addition, the Customer must select the following long distance plan as described in Excel's intrastate interexchange tariff on file with the Commission: Excel Value 3.9 Long Distance Plan. Furthermore, Customers of the Premium Plan must enroll in Excel's Recurring Payment Plan as described in Rule No. 11.K. of this tariff. The availability of the Premium Plan to the Customer may be restricted based upon Excel's access to services through the incumbent local exchange carrier. Rates and charges associated with the Premium Plan are set forth in Section 2.2.4 following. For customers located in Area 2, the zones established in Section 1.1.1 of this tariff do not apply to the Premium Plan. For such customers, the Premium Plan is rated and billed according to the zones established and defined by Verizon.

The Premium Plan is a bundled service package which includes single-line local service, Caller ID – Name and Number, Call Forwarding, Call Waiting, Call Waiting ID, Call Return, Call Blocking and Three Way Calling. Customers will also receive unlimited domestic long distance usage. The unlimited domestic long distance usage is for residential voice use only and applies to non-operator assisted, direct-dialed domestic calls. Use for home office, small business, large commercial business, or other commercial use is prohibited and may result in termination of the service.

Customers of the Premium Plan may subscribe to additional Custom Features as described in Sections 1.4 and 2.3, excluding the following: Caller ID - Number Only; Caller ID - Name and Number Blocking Per Line and Distinctive Ring. In addition, Call Forwarding – Selective; Priority Call; Call Forwarding - Busy Line; Call Forwarding - No Answer is not available to Customers in Area 2.

In addition to the features described herein, the Premium Plan includes subscription to Excel's Voice Mail. The Premium Plan may be provisioned without the Voice Mail feature upon request of the Customer.

(N)

(N)

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.3 Local Exchange Services (Continued)

1.3.12 Unlimited Plan

(N)

The Unlimited Plan provides residential Customers with local calling, long distance calling and features for a flat rate. In order to subscribe to the Unlimited Plan, the Customer must select Excel as the primary service provider for local exchange, intraLATA interexchange and interLATA interexchange telecommunications services. In addition, the Customer must select the following long distance plan as described in Excel's intrastate interexchange tariff on file with the Commission: Excel Value 3.9 Long Distance Plan. Furthermore, Customers of the Unlimited Plan must enroll in Excel's Recurring Payment Plan as described in Rule No. 11.K. of this tariff. The availability of the Unlimited Plan to the Customer may be restricted based upon Excel's access to services through the incumbent local exchange carrier. Rates and charges associated with the Unlimited Plan are set forth in Section 2.2.4 following. For customers located in Area 2, the zones established in Section 1.1.1 of this tariff do not apply to the Unlimited Plan. For such customers, the Unlimited Plan is rated and billed according to the zones established and defined by Verizon.

The Unlimited Plan is a bundled service package which includes single-line local service, Caller ID – Name and Number, Call Forwarding, Call Waiting, Call Waiting ID, Call Return, Call Blocking, Speed Dialing 8 and Three Way Calling. Customers will also receive unlimited domestic long distance usage. The unlimited domestic long distance usage is for residential voice use only and applies to non-operator assisted, direct-dialed domestic calls. Use for home office, small business, large commercial business, or other commercial use is prohibited and may result in termination of the service.

Customers of the Unlimited Plan may subscribe to additional Custom Features as described in Sections 1.4 and 2.3, excluding the following: Caller ID - Number Only; Caller ID - Name and Number Blocking Per Line and Distinctive Ring. In addition, Call Forwarding – Selective; Priority Call; Call Forwarding - Busy Line; Call Forwarding - No Answer is not available to Customers in Area 2.

In addition to the features described herein, the Unlimited Plan includes subscription to Excel's Voice Mail. The Unlimited Plan may be provisioned without the Voice Mail feature upon request of the Customer.

(N)

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.4 Custom Features

The features in this section are made available on an individual basis or as a part of feature packages. Custom features are offered on a monthly basis where facilities or interconnection arrangements are available.

- a. Anonymous Call Rejection - ACR - (*77) - Allows customers to automatically reject all calls that have been marked anonymous, unavailable, or private by the calling party. When ACR is active, the called party receives no alerting (ringing) for a call that has been rejected. The call is routed to a denial announcement and subsequently terminated.
- b. Auto Redial - Repeat Dialing - (*66) - This feature automatically redials the last outgoing number dialed by the Customer. Activation and deactivation of this feature is completed by the Customer. Repeat Dialing will attempt to call the number for a maximum of thirty (30) minutes after the feature is activated. Once the call is established, the Customer will hear a special ring when the call can be completed. NOTE: Some telephones are only capable of providing a standard ring. Customers must contact the manufacturer or distributor of their telephone set if they have any questions.

Repeat Dialing (usage sensitive) is available on a pay-per-use basis, and the functionality is the same as Repeat Dialing. Repeat Dialing (usage sensitive) will be provisioned with local service unless customer requests the feature to be blocked or it is included in a package.

- c. Call Blocking - Full Restriction (*60) - Call Blocking - Full Restriction is a central office service that restricts long distance calling. Restricted calls are directed to a central office announcement. Call Blocking - Full Restriction is activated when a one or a zero precedes a dialed number. However, calls to 800/8XX type services are not restricted, and where facilities permit, one plus calls to Company business offices and repair service are not restricted. All calls to operator services are disallowed for residence Customers.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.4 Custom Features (Continued)

- d. Call Forwarding - Permits a customer to transfer all incoming calls to another dialable telephone number. The customer pre-selects a second telephone number to which all incoming calls are to be transferred automatically. Calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred. Call Forwarding shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part, of message toll charges that would regularly be applicable between the access line originating the call and the access line to which the call is transferred. Customers utilizing Call Forwarding service are responsible for the payment of charges for each toll call between the customer's access line and the distant access line to which the call was transferred.
- e. Call Forwarding - (Busy Line) - automatically reroutes an incoming call to a customer predesignated number when the called number is busy.
- f. Call Forwarding - (No Answer) - automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.4 Custom Features (Continued)

g. Call Forwarding - (Selective) - Selective Call Forwarding provides the Customer with the ability to forward incoming calls from pre-selected telephone numbers to another telephone number. The Customer can construct or modify a telephone number screening list. Incoming calls will be screened against the Customer's list and only those telephone calls from telephone numbers on the list will be forwarded. The Selective Call Forwarding Customer is responsible for the payment of charges (i.e., toll charges) for each call between the Selective Call Forwarding equipped telephone line and the line to which the call is being forwarded. Calls from numbers not on the list will receive standard call completion. The Customer must also subscribe to the Call Forwarding feature.

Subscribers to Selective Call Forwarding activate the service and construct or modify the screening list by dialing *63 and following the prompts. This service may be temporarily deactivated by dialing *83.

h. Call Return - (*69) - This feature allows the Customer to automatically return the most recent incoming call, even if it is not answered. If the telephone number is busy, Call Return will attempt to call the number for a maximum of thirty (30) minutes after the feature is activated. Once the call is established, the Customer will hear a special ring when the call can be completed. This is accomplished by the Customer activating a code. NOTE: Some telephones are only capable of providing a standard ring. Customers must contact the manufacturer or distributor of their telephone set if they have any questions. The operability of this call back feature is dependent upon whether the caller's originating telephone number can be recognized, or not.

Call Return (usage sensitive) is available on a pay per use basis and the functionality is the same as Call Return. Call Return (usage sensitive) will be provisioned with local service unless customer requests the feature to be blocked or it is included in a package.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.4 Custom Features (Continued)

- i. Call Trace - (Customer Originated) - Allows a customer to request an automatic trace of the last incoming call. This provides an easy way to trace obscene, threatening or harassing calls. A Call Trace may be activated at any time during or immediately following the call to be traced. The incoming call detail recorded by the Company showing the results of the trace (i.e., telephone number traced) will not be released to the customer. Such call detail shall be provided only to law enforcement authorities upon request. A trace cannot be successfully completed if the incoming call originates in a telephone central office not equipped for Call Trace Service.

At its option or upon receipt of a proper request from a law enforcement agency, the Company will set up a temporary tracing arrangement using Call Tracing at no charge to the customer when in the judgment of the Company or law enforcement agency, the unwanted call(s) present a serious threat of harm or destruction of property.

- j. Call Waiting - This feature provides a tone signal that alerts the Customer talking on the line when a second call is incoming. A maximum of two calls may be in process at one time. A Customer who subscribes to Call Waiting can also inhibit the reception of the Call Waiting tone for the duration of a single call, preventing interruption of the call by activating the code (*70) to cancel Call Waiting. This functionality is automatically included with the Call Waiting feature at no additional cost to the Customer.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.4 Custom Features (Continued)

- k. Call Waiting ID (With Name and Number) - Call Waiting ID with Name and Number is an enhanced version of Call Waiting ID. It is designed for use by a Call Waiting subscriber. A customer who is off-hook on an existing call, is able to receive the telephone number of a new incoming call on their customer-provided premise equipment attached to the Customer's subscriber line. Additionally, the name found in the Company's records, applicable to the line originating the call, including the non-published and non-listed service is displayed on customer-provided premise equipment. The Customer must purchase the equipment separately, and it is not available under this tariff.
- l. Speed Dialing - This feature allows the Customer to reach a list of frequently called numbers by dialing an abbreviated code. The Customer may call up to eight pre-selected numbers by dialing one-digit codes. Programming of these numbers is completed by the Customer.
- m. Three-Way Calling - Enables a customer to add a third party on an existing call without operator assistance, thereby establishing a three-way conversation. The transmission quality may vary depending on the distance and routing necessary and may not necessarily meet normal standards.
- n. Three-Way Calling (usage sensitive) is available on a pay per use basis and the functionality is the same as Three-Way Calling. Three-Way Calling (usage sensitive) will be provisioned with local service unless customer requests the feature to be blocked or it is included in a package.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.4 Custom Features (Continued)

- o. Caller ID - (Number Only) - This feature automatically displays a caller's telephone number, including non-published and non-listed service on a customer provided display unit. The customer must purchase the equipment separately, and it is not available under this tariff. This feature is only available to customers located in Zone 4 as set forth in Sections 1.1.1.D. of this tariff.
- p. Caller ID - (Name and Number) - Allows the Customer to identify most callers by letting him/her see the names and phone numbers on special display equipment. The customer must purchase the equipment separately, and it is not available under this tariff .
- q. Caller ID - Name and Number Blocking Per Line - (*67) - Any Company calling party may prevent the delivery of Calling Party Number and Calling Party Name to the called party by dialing an access code (*67 on their touch-tone pad or 1367 from a rotary telephone) immediately prior to placing a call. The access code will activate blocking on a per call basis.
- r. Priority Call (*61) - This feature permits the Customer to preselect telephone numbers that can be given a distinctive alerting signal or ring. The Customer can create or change a list of telephone numbers by dialing an activation code. NOTE: Some telephones are only capable of providing a standard ring. Customers must contact the manufacturer or distributor of their telephone set if they have any questions.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.4 Custom Features (Continued)

- s. Distinctive Ring - Allows a Customer to establish up to two telephone numbers on the same access line and to distinguish calls to each number by distinctive ringing patterns. The standard ringing pattern applies to the billing telephone number, while the dependent telephone number receives a distinctive ringing pattern for incoming calls. Distinctive Ring is available to single line residential customers where facilities are available.

When a Distinctive Ring Customer also subscribes to Call Waiting, incoming calls to the billing telephone number will activate the standard Call Waiting tone. Calls to dependent telephone number will activate a distinctive Call Waiting tone. When a Distinctive Ring Customer subscribes to any Call Forwarding service, the dependent telephone number may be forwarded to the same number as the billing telephone number or receive no forwarding treatment.

- t. Call Forwarding - (Busy Line/No Answer) - Provides for the automatic routing of incoming calls to a preselected telephone number when the called telephone number is busy and/or does not answer within a determined number of rings. When Call Forwarding service is provisioned in a central office, the pre-selected forwarded telephone number must be within the same central office control group. No assurance can be given that transmission will be fully satisfactory during Call Forwarding service calls. (N)

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.5 Directory Listings

- 1.5.1 General - Customers shall provide the Company with information for all listings. The Company will include the Standard listing in the White Pages (Alphabetical Section) of the telephone directory and will offer one additional listing to the Customer. The Customer must identify its non-published and non-listed telephone numbers for directory purposes.
- 1.5.2 Directory Listing - Standard - The Customer will receive one Standard listing per telephone number, in the alphabetical section of the directory, at no additional charge.
- 1.5.3 Directory Listing - Additional - The term Additional listing denotes any White Page listing, regardless of form, in addition to the Standard listing. A monthly rate applies for one Additional listing. An additional listing may be any of the following:
 - a. Names of members of the Customer's family or of persons residing in the Customer's household.
 - b. When the Customer's name or names of other persons residing in the household is spelled in more than one way, additional listings of the alternative spelling are permitted.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.5 Directory Listings (Continued)

- 1.5.4 Non-Published Directory Listings - Non-published telephone numbers are not listed in either the Company's directories or directory assistance records available to the general public. When a call is placed from a telephone number associated with a non-published listing, the number and name may be disclosed if the called party has equipment to display Calling Number Delivery and/or Calling Name Delivery. Customers may prevent the display of the calling number and name by activating Caller ID blocking.
- 1.5.5 Non-Listed Directory Listings – Non-listed numbers are not listed in the Company's directories but are included in directory assistance records available to the general public.
- 1.5.6 Regulations - Incoming calls will be completed by the Company only when the calling party places the call by dialing the telephone number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the Customer. The Company's liability, if any, for its gross negligence or willful misconduct or the right of the Customer to seek any legal remedy available for the same is not limited by this tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to, the Customer for damages associated with publishing the telephone number of non published service in the directory or disclosing said number to any person, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have made for such unpublished service for the period during which the service was affected. Except as otherwise indicated, the Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claims to have been caused, directly or indirectly, by the publication/non-publication of the non published listed number or the disclosing/non-disclosing of said number to any person.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.6 Local Operator Services

Excel's Local Operator Services and Directory Assistance Services are available to Customer's who select the Company as their Local Exchange Service Provider. Excel does not offer operator services or directory assistance services in the State of Louisiana from pay telephones or traffic aggregator-type locations, such as hotels/motels and/or hospitals.

1.6.1 Directory Assistance

Allows Customers to obtain help determining listed telephone numbers. A maximum of two (2) requested telephone numbers will be provided for each Directory Assistance call.

1.6.2 Directory Assistance Call Completion Service

Directory Assistance Call Completion (DACC) provides a Customer calling Directory Assistance with the option of having the call to the requested numbers completed. Directory Assistance Call Completion Service is furnished only where facilities are available.

For local calls, charges for DACC are not applicable to Customers with disabilities that qualify for exemptions from Directory Assistance charges. Two types of Directory Assistance Call Completion are offered:

- a. Fully Automated: The Customer receives the requested directory number from an automated voice system. The Customer accepts DACC by depressing "1" from a Touch-Tone telephone when prompted by the DACC announcement.
- b. Semi-Automated: The Customer receives the requested directory number and then requests the operator to provide call completion to the requested number.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.6 Local Operator Services (Continued)

1.6.3 Busy Line Verification

Provides operator assistance in determining if there is a conversation in progress at the called station. The charge only applies if 1) a conversation is detected, or 2) the line is detected to be off-hook but no conversation.

1.6.4 Busy Line Verification/Interrupt

Provides for operator interruption of a conversation in progress on a called station. A charge applies for each attempt to interrupt regardless of whether or not the called station releases the call. A Busy Line Verification must be made prior to a Busy Line Interrupt and both service charges will apply.

1.6.5 Operator Assisted

Operator Assisted station-to-station and person-to-person charges are determined by adding the appropriate Operator Assisted service charge and/or surcharge, including the applicable calling rate.

The service charge categories for station-to-station Operator Assisted Calls are as follows:

- Collect
- Bill to Third Party
- All Other Operator Assisted Calls

A surcharge applies to Operator Assisted station-to-station and person-to-person calls. The surcharge applies in addition to any applicable service charges.

Incoming Collect and Billed to Third party Calls can be blocked at the Customer's request.

LOCAL EXCHANGE SERVICE TARIFF

1.0 CONSUMER LOCAL SERVICE DESCRIPTIONS (Continued)

1.6 Local Operator Services (Continued)

1.6.6 Application of Service Charges and Surcharges:

TYPE OF CALL	OPERATOR SERVICE CHARGE	OPERATOR DIALED SURCHARGE
- Busy Line Interruption	Yes	No
- Busy Line Verification	Yes	No
- Operator Assisted (0+)	Yes	No
- Operator Station-to-Station (Customer dialed 0+) collect, billed to third number, sent paid	Yes	No
- Operator Station-to-Station (operator dialed 0-) collect, billed to third number, sent paid	Yes	Yes
- Person-to-Person (Customer dialed 0+) collect, billed to third number, sent paid	Yes	No
- Person-to-Person (operator dialed 0-) collect, billed to third number, sent paid	Yes	Yes

LOCAL EXCHANGE SERVICE TARIFF

2.0 CONSUMER LOCAL RATES AND CHARGES

2.1 Non-Recurring Charges

The Non-Recurring charges listed below will apply only to existing Excel local customers (N)
as of October 20, 2009. (N)

2.1.1 Service Connection Charges (D)

- a. Local Service Connection (New Service) Charge \$25.00 per line
- b. Local Service Activation Charge \$25.00 per line
- c. Local Service Change Order Charge(s)
 - Feature Service Charge \$5.00 per line
 - Record Order Charge \$5.00 per line
- d. Local Service Move Order Charge(s) \$20.00 per line

2.1.2 Miscellaneous Charges (D)

- a. Line Installation Charge and Outside Move \$52.00 per line
- b. Additional Line Installation Charge and Outside Move \$16.50 per line
- c. Inside Wire Maintenance Plan \$3.95/month/per line
 - Inside Wire Basic Labor Service Order
8:00 a.m. - 5:59 p.m., Monday - Friday
 - (Initial Hour Charge) \$75.00/per hour/per
line
 - Each Additional Quarter Hour Charge
 - Premise Visit Charge \$18.75 per line
 - Inside Wire-Cancel After Dispatch \$40.00 per visit
 - Inside Wire -Jack Installation Charge \$45.00 per cancellation
 - Inside Wire - Additional Jack Installation \$75.00 per visit
 - Inside Wire - No Access/Customer Missed Appt \$35.00 per jack
\$45.00 per visit

LOCAL EXCHANGE SERVICE TARIFF

2.0 CONSUMER LOCAL RATES AND CHARGES (Continued)

2.1 Non-Recurring Charges (Continued)

The Non-Recurring charges listed below will apply only to existing Excel local customers (N)
as of October 20, 2009. (N)

2.1.2 Miscellaneous Charges (Continued) (D)

c. Inside Wire Maintenance Plan (Continued)		
--Inside Wire Premium Labor Service Order 6:00 p.m. - 7:59 a.m., Monday - Friday, including all day Saturday or Sunday, and Company-recognized holidays		
--(Initial Hour Charge)	\$110.00 per hour/per line	
--Each Additional Quarter Hour Charge	\$27.50 per line	
--Premise Visit Charge	\$40.00 per visit	
--Inside Wire-Cancel After Dispatch	\$45.00 per cancellation	
--Inside Wire -Jack Installation Charge	\$75.00 per visit	(D)
--Inside Wire - Additional Jack Installation	\$35.00 per jack	
--Inside Wire - No Access/Missed Appointment	\$45.00 per visit	
d. Restoration of Service Charge	\$20.00	
e. Special Construction (Individual Case Basis)	(ICB)	
f. Billing Name Change Charge	\$5.00	
g. Telephone Number Change Charge	\$25.00	

LOCAL EXCHANGE SERVICE TARIFF

2.0 CONSUMER LOCAL RATES AND CHARGES (Continued)

2.1 Non-Recurring Charges (Continued)

Customers of the Simple Plan, Basic Plan, Select Plan, Value Plan, Premium Plan and Unlimited Plan will be billed at the following per line rates for orders and changes in Areas 1 and 2: (N)

2.1.3 Service Connection Charges

- | | | |
|----|--|------------------|
| a. | Local Service - New Order Charge(s) | \$52.00 per line |
| b. | Local Service - Activation Charge(s) | \$25.00 per line |
| c. | Local Service - Change Order Charge(s) | |
| | --Feature Service Change Charge(s) | \$25.00 per line |
| | --Record Order Charge(s) | \$25.00 per line |
| d. | Local Service - Move Order Charge(s) | \$52.00 per line |

2.1.4 Miscellaneous Charges

- | | | |
|----|--|---------------------------|
| a. | Line Installation Charge(s) and Outside Move | \$52.00 per line |
| b. | Additional Line Installation Charge(s)
and Outside Move | \$52.00 per line |
| c. | Restoration of Service Charge | \$25.00 per line |
| d. | Special Construction Charge(s) | Individual Case Basis (N) |

LOCAL EXCHANGE SERVICE TARIFF

2.0 CONSUMER LOCAL RATES AND CHARGES (Continued)

2.2 Local Exchange Services

The following charges are applicable to customers located in Zone 1, Zone 2 and Zone 3 as set forth in Sections 1.1.1.A., 1.1.1.B. and 1.1.1.C. of this tariff.

2.2.1 Local Service Offerings:	Price Range, Each, Per Month:	
a. Excel MyLine Stand Alone Local Service:	\$30.00/month	
b. Excel Classic MyLine Basic Local Service Package:	\$39.95/month	(I)
--Additional Line(s)	\$39.95 each/month	(I)
c. Excel Classic MyLine Value Local Service Package:	\$49.95/month	(I)
--Additional Line(s)	\$49.95 each/month	(I)
d. Excel Classic MyLine Complete Local Service Package:	\$59.95/month	(I)
--Additional Line(s)	\$49.95 each/month	(I)

2.2.1.A Touch Tone Calling Service

Prices for Touch Tone Calling Service, as defined in this tariff, are reflected in the Local Service Offerings prices in 2.2.1.b, 2.2.1.c and 2.2.1.d, preceding. Customers subscribing to Touch Tone Calling Service will be billed at the following rate in addition to all charges associated with the Customer's basic local service plan:

Monthly Rate - \$0.18

LOCAL EXCHANGE SERVICE TARIFF

2.0 CONSUMER LOCAL RATES AND CHARGES (Continued)

2.2 Local Exchange Services (Continued)

The following charges are applicable to customers located in Zone 4 as set forth in Section 1.1.1.D. of this tariff.

2.2.2 Local Service Offerings:	Price Range, Each, Per Month:	
a. Excel MyLine Stand Alone Local Service:	\$38.00/month	
b. Excel Classic MyLine Basic Local Service Package:	\$47.95/month	(I)
--Additional Line(s)	\$47.95 each/month	(I)
c. Excel Classic MyLine Value Local Service Package:	\$57.95/month	(I)
--Additional Line(s)	\$57.95 each/month	(I)
d. Excel Classic MyLine Complete Local Service Package:	\$69.95/month	(I)

2.2.2.A Touch Tone Calling Service

Prices for Touch Tone Calling Service, as defined in this tariff, are reflected in the Local Service Offerings prices in 2.2.2.b, 2.2.2.c and 2.2.2.d, preceding. Customers subscribing to Touch Tone Calling Service will be billed at the following rate in addition to all charges associated with the Customer's basic local service plan:

Monthly Rate - \$0.18

LOCAL EXCHANGE SERVICE TARIFF

2.0 CONSUMER LOCAL RATES AND CHARGES (Continued)

2.2 Local Exchange Services (Continued)

2.2.3 Excel MyLineSM Bundled Service Packages – Rates and Charges

The Excel MyLineSM bundled service packages will be billed at the following rates in addition to all charges associated with the Customer’s optional services and/or additional long distance usage, if any:

	Zones 1, 2, 3		Zone 4	
	Monthly Rate		Monthly Rate	
Excel MyLine SM Basic Package				
-With MyLine SM \$.05 Plan				
Primary Line	\$39.95	(I)	\$47.95	(I)
Additional Line	\$39.95		\$47.95	
-With MyLine SM \$.03 Plan				
Primary Line	\$42.90		\$50.90	
Additional Line	\$42.90		\$50.90	
Excel MyLine SM Value Package	Monthly Rate		Monthly Rate	
-With MyLine SM \$.05 Plan				
Primary Line	\$49.95		\$57.95	
Additional Line	\$49.95		\$57.95	
-With MyLine SM \$.03 Plan				
Primary Line	\$52.90		\$60.90	
Additional Line	\$52.90		\$60.90	
Excel MyLine SM Complete Package	Monthly Rate		Monthly Rate	
-With MyLine SM \$.05 Plan				
Primary Line	\$58.95		\$69.95	
Additional Line	\$58.95	(I)	\$69.95	(I)

LOCAL EXCHANGE SERVICE TARIFF

2.0 CONSUMER LOCAL RATES AND CHARGES (Continued)

2.2 Local Exchange Services (Continued)

2.2.4 Rates and Charges

Customers of the Simple Plan, Basic Plan, Select Plan, Value Plan, Premium Plan and Unlimited Plan will be billed at the following monthly rates in addition to all charges associated with the Customer's optional services and/or additional long distance usage, if any:

Area 1

Simple Plan	\$19.97
Basic Plan	\$21.95
Select Plan	\$29.91
Value Plan	\$31.95
Premium Plan	\$39.94
Unlimited Plan	\$41.95

Area 2

Simple Plan	\$19.97
Basic Plan	\$21.95
Select Plan	\$30.91
Value Plan	\$36.95
Premium Plan	Zone 1: \$39.94 Zones 2: \$43.94
Unlimited Plan	Zone 1: \$41.95 Zones 2: \$51.95

(N)

(N)

LOCAL EXCHANGE SERVICE TARIFF

2.0 CONSUMER LOCAL RATES AND CHARGES (Continued)

2.3 Custom Feature Rates

The Customer Feature rates listed below will apply only to existing Excel local customers (N) as of October 20, 2009. The following a la carte features are furnished, as specified below: (N)

	Per Month	Per Use Charge
-Anonymous Call Rejection - (*77) / (ACR)	\$3.95	N/A
-Auto Busy Redial - (*66)	\$3.95	\$0.95
-Call Blocking - (*60) Full Restriction	\$3.95	N/A
-Call Forwarding	\$3.95	N/A
-Call Forwarding - Busy Line	\$3.95	N/A
-Call Forwarding - No Answer	\$3.95	N/A
-Call Forwarding - Selective	\$3.95	N/A
-Caller ID - With Number Only**	\$3.95	N/A
-Caller ID - With Name and Number	\$6.95	N/A
-Caller ID - Name and Number Blocking Per Line	\$3.95	N/A
-Call Return (*69)	\$3.95	\$0.95
-Call Trace (*57)	N/A	\$7.00
-Call Waiting	\$3.95	N/A
-Call Waiting ID	\$3.95	N/A
-Distinctive Ring**	\$3.95	N/A
-Priority Call (*61)	\$3.95	N/A
-Speed Dialing	\$3.95	N/A
-Three Way Calling	\$3.95	\$0.95
-Touch Tone Service	\$0.18	N/A

** This feature is only available to Customers located in Zone 4 as set forth in Sections 1.1.1 D of this tariff.

LOCAL EXCHANGE SERVICE TARIFF

2.0 CONSUMER LOCAL RATES AND CHARGES (Continued)

2.3 Custom Feature Rates (Continued)

Customers of the Simple Plan, Basic Plan, Select Plan, Value Plan, Premium Plan and Unlimited Plan located in Area 1 will be billed at the following rates for Custom Features: (N)

<u>AREA 1</u>	
	<u>Per Month or Per Use Charge</u>
-Anonymous Call Rejection (*77) / (ACR)	\$5.75 per month
-Auto Busy Redial (*66)	\$5.75 per month or \$1.99 per use
-Call Blocking - Full Restriction (*60)	\$5.75 per month
-Call Forwarding	\$5.75 per month
-Call Forwarding - Busy Line	\$4.75 per month
-Call Forwarding - No Answer	\$5.75 per month
-Call Forwarding - Selective	\$5.75 per month
-Caller ID - With Name and Number	\$9.50 per month
-Call Return (*69)	\$5.75 per month or \$1.99 per use
-Call Trace (*57)	\$4.65 per use
-Call Waiting	\$5.75 per month
-Call Waiting ID	\$5.75 per month
-Priority Call (*61)	\$4.75 per month
-Speed Dialing	\$5.75 per month
-Three Way Calling	\$5.75 per month or \$1.99 per use

(N)

LOCAL EXCHANGE SERVICE TARIFF

2.0 CONSUMER LOCAL RATES AND CHARGES (Continued)

2.3 Custom Feature Rates (Continued)

Customers of the Simple Plan, Basic Plan, Select Plan, Value Plan, Premium Plan and Unlimited Plan located in Area 2 will be billed at the following rates for Custom Features:

<u>AREA 2</u>	
	<u>Per Month or Per Use Charge</u>
-Anonymous Call Rejection (*77) / (ACR)	\$1.00 per month
-Auto Busy Redial (*66)	\$4.75 per month or \$0.75 per use
-Call Blocking - Full Restriction (*60)	\$3.50 per month
-Call Forwarding	\$3.00 per month
-Call Forwarding - Busy Line/No Answer	\$2.00 per month
-Caller ID - With Name and Number	\$7.00 per month
-Call Return (*69)	\$4.75 per month or \$0.75 per use
-Call Trace (*57)	\$5.00 per month
-Call Waiting	\$4.50 per month
-Call Waiting ID	\$0.00 per month
-Speed Dialing	\$2.50 per month
-Three Way Calling	\$3.75 per month or \$0.75 per use

(N)

(N)

LOCAL EXCHANGE SERVICE TARIFF

2.0 CONSUMER LOCAL RATES AND CHARGES (Continued)

2.4 Directory Listings

The Directory Listings charges listed below will apply only to existing Excel local (N) customers as of October 20, 2009. (N)

		Monthly Recurring Charge	Non-Recurring Charge
2.4.1	Directory Listing - Standard	No Charge	No Charge
2.4.2	Directory Listing - Additional	\$0.75	\$10.00
2.4.3	Directory Listing - Non-Published	\$1.10	No Charge
2.4.4	Directory Listing - Non-Listed	\$1.10	No Charge

LOCAL EXCHANGE SERVICE TARIFF

2.0 CONSUMER LOCAL RATES AND CHARGES (Continued)

2.4 Directory Listings (Continued)

Customers of the Simple Plan, Basic Plan, Select Plan, Value Plan, Premium Plan and Unlimited Plan located in Area 1 will be billed at the following rates for Directory Listings: (N)

<u>AREA 1</u>	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
2.4.5 Directory Listing - Standard	No Charge	No Charge
2.4.6 Directory Listing - Additional	\$1.75	\$10.00
2.4.7 Directory Listing - Non-Published	\$1.25	No Charge
2.4.8 Directory Listing - Non-Listed	\$1.10	No Charge

Customers of the Simple Plan, Basic Plan, Select Plan, Value Plan, Premium Plan and Unlimited Plan located in Area 2 will be billed at the following rates for Directory Listings:

<u>AREA 2</u>	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
2.4.9 Directory Listing - Standard	No Charge	No Charge
2.4.10 Directory Listing - Additional	\$1.75	\$10.00
2.4.11 Directory Listing - Non-Published	\$1.75	No Charge
2.4.12 Directory Listing - Non-Listed	\$1.25	No Charge

LOCAL EXCHANGE SERVICE TARIFF

2.0 CONSUMER LOCAL RATES AND CHARGES (Continued)

2.5 Local Operator Services

The Operator Services charges listed below will apply only to existing Excel local customers as of October 20, 2009. (N)
(N)

2.5.1 Local Directory Assistance Service Charge, up to 2 listings per call

\$0.75 - Per Call

(after the initial three (3) calls for customers located in Zone 1, Zone 2 and Zone 3 as set forth in Sections 1.1.1.A., 1.1.1.B. and 1.1.1.C. of this tariff and after the initial five (5) calls for customers located in Zone 4 as set forth in Section 1.1.1.D of this tariff.

2.5.2 Local Directory Assistance with Call Completion

\$0.75 - Per Call

2.5.3 Busy Line Verification/Interrupt Service Charges

\$9.95 - Per Verification

\$9.95 - Per Interrupt

2.5.4 Operator Assisted Calling Service Charges

	Per Call Charge
- Collect Call	\$3.45
- Third Party Billed	\$3.45
- Station-to-Station	\$3.45
- Person-to-Person	\$9.95

2.5.5 Operator Service Per Minute Rate

\$0.55 per minute

LOCAL EXCHANGE SERVICE TARIFF

2.0 CONSUMER LOCAL RATES AND CHARGES (Continued)

2.5 Local Operator Services (Continued)

Customers of the Simple Plan, Basic Plan, Select Plan, Value Plan, Premium Plan and Unlimited Plan will be billed at the following rates for Local Operator Services: (N)

2.5.6 Local Directory Assistance Service Charge

<u>Area 1</u>	<u>Area 2</u>
No charge for Initial call once per month. \$1.50 - Per Call	\$1.50 - Per Call

2.5.7 Local Directory Assistance with Call Completion

<u>Area 1</u>	<u>Area 2</u>
No Charge	\$0.45

2.5.8 Busy Line Verification/Interrupt Service Charges

<u>Area 1</u>	<u>Area 2</u>
\$1.20 - Per Verification	\$1.50 - Per Verification
\$1.25 - Per Interrupt	\$2.50 - Per Interrupt

2.5.9 Operator Assisted Calling Service Charges

	<u>Per Call Charge</u>
- Collect Call	\$3.45
- Third Party Billed	\$3.45
- Station-to-Station	\$9.95
- Person-to-Person	\$9.95

2.5.10 Operator Service Per Minute Rate

\$0.55

(N)

LOCAL EXCHANGE SERVICE TARIFF

3.0 COMMERCIAL LOCAL SERVICE DESCRIPTIONS

(Reserved for Future Use)

LOCAL EXCHANGE SERVICE TARIFF

4.0 COMMERCIAL RATES AND CHARGES

(Reserved for Future Use)

LOCAL EXCHANGE SERVICE TARIFF

5.0 MISCELLANEOUS SERVICE DESCRIPTIONS

5.1 Voice Mail

Voice Mail is an optional feature which provides voice messaging services for a flat monthly recurring fee. Voice Mail is only available to Residential Customers who subscribe to Excel's local exchange service as described in Section 2.2.1. Voice Mail allows Customers the ability to receive, store and record voice messages. Standard Voice Mail Service and Enhanced Voice Mail Service, as described herein, are available to Customers.

5.1.1 Standard Voice Mail Service

Standard Voice Mail Service is designed for Residential Customers and provides the following standard features:

- A. 30 second greeting length;
- B. two minute message length;
- C. stored message capacity of 25 messages;
- D. ten day message retention; and
- E. local or toll-free access to messaging center, which is determined by service location.

In addition to the standard features described above, Customers may select the following feature for an additional fee. The additional features may not be available to Customers in service areas that do not allow local calling access to the messaging center.

Pager Notification – Standard Voice Mail with Pager Notification allows a message alert to be delivered to a Customer's paging device when a message is waiting. Standard Voice Mail with Pager Notification allows 200 paging alerts per month. Additional paging alerts will be billed on a per use basis as described in Section 5.2.

LOCAL EXCHANGE SERVICE TARIFF

5.0 MISCELLANEOUS SERVICE DESCRIPTIONS (Continued)

5.1 Voice Mail (Continued)

5.1.2 Enhanced Voice Mail Service

Enhanced Voice Mail Service is designed for Residential Customers and provides the following standard features:

- A. 30 second greeting length;
- B. two minute message length;
- C. stored message capacity of 20 messages;
- D. seven day message retention; and
- E. local or toll-free access to messaging center, which is determined by service location.

In addition to the standard features described above, Customer may select one of the following features. The additional features may not be available to Customers in service areas that do not allow local calling access to the messaging center.

E-mail Notification – Enhanced Voice Mail Service with E-Mail Notification allows deliver of voice mail messages using standard internet technology to play media files on the Customer’s personal computer or similar hardware.

Pager Notification – Standard Voice Mail with Pager Notification allows a message alert to be delivered to a Customer’s numeric paging device when a message is waiting. Standard Voice Mail with Pager Notification allows 200 paging alerts per month. Additional paging alerts will be billed on a per use basis as described in Section 5.2.

LOCAL EXCHANGE SERVICE TARIFF

5.0 MISCELLANEOUS SERVICE DESCRIPTIONS (Continued)

5.2 Voice Mail Rates And Charges

Subscribers to the Standard Voice Mail Service and Enhanced Voice Mail Services will be billed at the following rate in addition to all charges associated with the Customer's local exchange service plan:

	Monthly Recurring Charge
Standard Voice Mail Service	\$6.95
Enhanced Voice Mail Service*	\$9.95

* Paging alerts in excess of monthly allowances are billed at a rate of \$0.05 per message.

LOCAL EXCHANGE SERVICE TARIFF

6.0 CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

6.1 Applications

Special charges may be applied in addition to the usual service connection charges and monthly rates. Special charges apply primarily when unusual investment or expense will be incurred by the Company. Special charges will apply when:

- A. conditions require or the Customer request the provision of special equipment or unusual or nonstandard methods of plant construction, installation or maintenance or a move of equipment or necessary facilities;
- B. the Customer's location requires the use of costly private right-of-way; and
- C. the proposed service is of a temporary nature, and the plant to be placed would not be useful to the Company in the general conduct of its business after that service was discontinued.

6.1.1 Customer Requirements

- A. Temporary Construction - The Customer shall be charged the estimated cost of construction and removal of the plant which would not be of value to the Company, less the estimated net recovery value of the material used. The Company may require the Customer to pay the cost of construction plus the cost of removal, less salvage, for temporary construction performed in advance of permanent construction or to provide temporary service.
- B. The Company shall retain title (if applicable) to all plant constructed, as specified within this tariff, provided wholly or partially at a Customer's expense.
- C. When attachments are made to poles of other companies, instead of providing construction for which the Customer would be charged under the provisions of this section, the Customer shall pay the other company's cost for such attachments.
- D. The Customer is required to pay the construction charges made by another telephone company providing facilities to connect with the facilities of the Company.

LOCAL EXCHANGE SERVICE TARIFF

6.0 CHARGES APPLICABLE UNDER SPECIAL CONDITIONS (Continued)

6.2 Line Extensions

6.2.1 Conditions for Line Extension Charges

Construction Charges for line extensions are applied to Customer's with abnormally long extension requirements to prevent unreasonable burdening of the general body of existing Customers or service subscribers.

6.2.2 Rules for Line Extension Charges

- A. All costs will be computed on a current basis, and material cost will be computed on the basis of the extension of the minimum sized cable used by the Company or its designated facilities provider to the Customer.
- B. The Company will determine the type of cable plant extension required on the basis of current and projected conditions and estimate the cost accordingly.
- C. The construction charge for line extensions is apportioned equally among all Customers of a group.
- D. Customers may be required to make advance payments to cover all or a portion of the excess construction charges for exchange service or special service arrangements when in the Company's judgement there is evidence of credit risk. A cash deposit may also be required as specified in Rule No. 8 on Deposits.
- E. Payments for line construction are not refundable, and no credit will be allowed for future installations on line extensions constructed under the above regulations.

LOCAL EXCHANGE SERVICE TARIFF

6.0 CHARGES APPLICABLE UNDER SPECIAL CONDITIONS (Continued)

6.2 Line Extensions (Continued)

6.2.3 Poles on Private Property

The Company or its designated facilities provider will provide the poles on private property which are used in serving an individual Customer at no cost to the Customer except in cases where the Customer is required to pay for constructing the line extension. Poles requested by the Customer, in excess of those deemed necessary by the Company, will be charged to the Customer at the installed cost.

6.2.4 Provisions of Private Rights-of-Way

The Company's obligation to provide service through line extension depends entirely on its ability to secure, retain and maintain suitable rights-of-ways without incurring unreasonable expense. When conditions require, Customers shall provide, without expense to the Company, private rights-of-way as needed. Any and all private rights-of-way permit requirements and any and all associated costs will be the responsibility of the Customer and must be furnished before a plant extension project begins.

LOCAL EXCHANGE SERVICE TARIFF

6.0 CHARGES APPLICABLE UNDER SPECIAL CONDITIONS (Continued)

6.3 Special Construction

6.3.1 Construction on Private Property

- A. The Company or its designated facilities provider will furnish an average amount of entrance and distribution facilities, provided the facilities are of the standard type normally furnished for the particular location or kind of service.
- B. If additional entrance or distribution facilities are required, or if conditions require special equipment, maintenance or methods of construction, if the installation is for a temporary purpose, or if for any other reason, the construction costs are excessive as compared with the revenue to be derived from the project, the Customer may be required to pay for costs over and above the costs applicable for a normal installation.
- C. The Customer will provide the Company upon request and without charge written permission for the placement of Company facilities (or the facilities of a Company-designated service provider) on their property.
- D. The Customer is responsible for providing satisfactory entrance to the building and space for mounting any necessary network protection equipment.

6.3.2 Temporary Service

Where plant construction is required to provide any temporary service or facility, or where it is necessary to place temporary construction in advance of permanent construction in order to meet the Customer's requirements, the Company may require the Customer to pay the nonrecoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

LOCAL EXCHANGE SERVICE TARIFF

6.0 CHARGES APPLICABLE UNDER SPECIAL CONDITIONS (Continued)

6.3 Special Construction (Continued)

6.3.3 Service Provided to Movable Premises

- A. When telephone service is provided to movable premises by means of aerial plant, the Customer shall provide a clearance pole if the Company considers it necessary. The clearance pole must comply with the Company's specifications. The Customer shall place, own and maintain the pole. However, if the Customer elects and the Company agrees, the Company or its designated service provider will place, own and maintain the pole and bill the Customer the cost of placing the pole.
- B. Where plant construction is required to provide any service or facility to a movable premises, and it is necessary to place temporary construction in advance of permanent construction in order to meet the Customer's requirements, the Company may require the Customer to pay the nonrecoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

LOCAL EXCHANGE SERVICE TARIFF

6.0 CHARGES APPLICABLE UNDER SPECIAL CONDITIONS (Continued)

6.3 Special Construction (Continued)

6.3.4 Service to Residential and Commercial Developments

The construction charges, allowances and provisions previously specified in this Section contemplate the extension of facilities into areas of normal growth and development. Where facilities are to be extended into new areas of residential or commercial real estate development which, in the Company's opinion, are of a promotional or speculative nature, the Company may require an advance deposit equal to all or a portion of the costs of such construction, depending on the circumstances in each case. This advance deposit will be payable prior to the start of construction.

- A. The Company and the developer may enter into a contractual agreement that provides for the periodic refund of portions of the deposit as Customers in the development receive telephone service, and other terms of the contract are met. The contract will specify the estimated number of telephone customers expected to receive service within the area and the time required to complete the project (not to exceed five years). The contract will provide that the construction charge be recomputed to reflect regular tariff allowances, design changes made by the developer, damage to telephone facilities by persons other than Company employees or agents or unusual construction requirements. Periodic refunds to the developer will be adjusted accordingly.
- B. The Customer for telephone service to a development is required to provide the Company, at his own expense, the necessary easements for installation and maintenance of telephone facilities, clear the ground where facilities are to be installed according to Company specifications and request installation of telephone facilities at an appropriate time during construction of the project to avoid unnecessary costs to the Company.

LOCAL EXCHANGE SERVICE TARIFF

6.0 CHARGES APPLICABLE UNDER SPECIAL CONDITIONS (Continued)

6.3 Special Construction (Continued)

6.3.5 Underground Service Connections

When a Customer requests that underground service connections be installed instead of aerial facilities which would ordinarily be used, or when aerial facilities are used to provide service, and the Customer subsequently requests that facilities be placed underground, the following regulations apply:

- A. the Customer shall pay the cost on constructing and maintaining underground conduits which will be built according to Company specifications or according to the specifications of the Company's designated service provider;
- B. any ducts required in the underground conduit by the Company to furnish service shall be reserved for its exclusive use;
- C. if a Customer requests that cable be installed in a trench, the trench shall be constructed and back filled under the Company's supervision at the Customer's expense;
- D. the Company or its designated service provider will maintain and replace cable installed in conduit where the Company has inspected and approved the conduit. The Company or its designated service provider will repair or replace cable in conduit or trench necessitated by damage caused by the Customer or his representatives, only at the Customer's expense; and
- E. the Company or its designated service provider may replace existing aerial facilities with underground facilities in connection with planned projects or during its normal operations. If a Customer requests the removal and replacement of existing aerial facilities with underground facilities prior to the time of normal replacement, the Customer will be responsible for the expense incurred by the Company in making the replacement.

LOCAL EXCHANGE SERVICE TARIFF

6.0 CHARGES APPLICABLE UNDER SPECIAL CONDITIONS (Continued)

6.4 Special Service Arrangements

6.4.1 General

- A. If a Customer's requirements cannot be met by regular service arrangements, the Company will provide, where practical, special service arrangements at charges equal to the estimated cost of furnishing such facilities. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.
- B. If any type of qualifying special assembly device is subscribed to by more than three (3) customers, the Company may file the offering as a general service offering in the appropriate tariff section.

6.4.2 Rates and Charges

6.4.2.1 Rates for special service arrangements are equivalent to the estimated costs of furnishing the special service arrangements.

6.4.2.2 Estimated costs, which consist of an estimate of the total cost to the Company of providing the special service arrangement, may include the following:

- a. cost of maintenance;
- b. cost of operation;
- c. depreciation on the estimated installed cost of any facilities used to provide the special service arrangement based on anticipated useful service life less estimated net salvage value;
- d. general administration expenses, including taxes on the basis of average charges for these items;
- e. any other item of expense associated with the particular special service arrangement; and
- f. an amount, computed on the estimated installed cost of the facilities used to provide the special service arrangement, for return on investment.

LOCAL EXCHANGE SERVICE TARIFF

6.0 CHARGES APPLICABLE UNDER SPECIAL CONDITIONS (Continued)

6.4 Special Service Arrangements (Continued)

6.4.2 Rates and Charges (Continued)

6.4.2.3 The estimated installed cost described above will include the costs of equipment and materials provided or used, plus estimated labor costs, including the cost of installation, engineering, supervision, transportation, rights-of-way, in addition to other items chargeable to the capital accounts.

6.4.2.4 Special service arrangement rates are subject to revision depending on changing costs.

6.4.2.5 If and when a special service arrangement becomes a tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

6.4.2.6 The following rate treatments may be used in connection with charges for special service arrangements:

- a. monthly rental or termination agreement with or without an installation charge; and
- b. installation charge only.

6.5 Other Regulations

Line extensions and special service arrangements are further subject to the regulations specified in the tariffs of this Company, or in the tariffs of the Company's designated service provider, as they now exist, and any revisions, additions or supplements which may be made in the future.

LOCAL EXCHANGE SERVICE TARIFF

7.0 LOCAL MARKET TRIALS

7.1 Purpose

A market trial is intended to enable the Company to test its ability to provide services that may eventually be made available to the general public. As a part of a market trial, the Company may need to test the capabilities of the systems required by a proposed service, including, but not limited to, systems needed to establish, provision, operate, bill and/or collect for a service, whether such systems are provided solely by the company or in combination with systems provided by other carriers or vendors. A market trial is not an offer to provide service to the general public.

7.2 Eligibility

The Company may limit customers who are eligible to receive a service that is offered as part of a market trial, including but not limited to, limitations on the number of customers or the classes of customers who may subscribe to the service during the market trial. Additionally, the Company may limit the market trial to customers who are employees of the Company.

7.3 Availability

The Company, at its option, may choose to offer a market trial service on a statewide basis or may limit the availability of a market trial service to a smaller geographic area. The area in which a market trial service is available may include all or part of an exchange and need not conform to existing exchange area boundaries.

LOCAL EXCHANGE SERVICE TARIFF

7.0 LOCAL MARKET TRIALS (Continued)

7.4 Duration

A market trial may be conducted for any period of time defined by the Company, not to exceed 12 months.

7.5 Notice

The Company will notify the Commission in writing of any local market trial services being offered in Louisiana.

7.6 Applicability of Other Tariff Provisions

If the terms and conditions of the market trial conflict with other provisions of this tariff, the market trial terms and conditions shall govern the market trial service offering. In all other instances, a market trial shall be subject to the other terms and conditions for service as contained in this tariff.

LOCAL EXCHANGE SERVICE TARIFF

SAMPLE FORMS

A. Sample New Customer Information Request

New Customer Information Request

Previous service in your residence must be completely disconnected. Whether the service was or is in your name, it is your responsibility to obtain a complete disconnection or an additional line. (Servicio telefonico en su necesita estar completamente desconectado para oblene servicio telefonico con nuestra compania. Pero si el servicio telefonico se lo han suspendido, su linea telefonico se suerdo ordenar como una linea adicional.)

Please be informed that any incorrect information given may result in a delay of your service being activated. (Favor de exeribir su informacion correctismente para poder procesar su order lo mas pronto possible.)

(please print)
(por favor escriba con letra despegada)

Name: Please provide name as you want it to appear in directory.
Por favor escriba su nombre como quiera que aparezca en el directorio.

(first name/primer nombre) (In./i) (last/apellido)

Physical Address: (Domicilio fisico primer nombre)

Street Number/Name/Calle Apt./Lot Number City/Cuidad Zip Code/Codiga Postal

Mailing Address:

P.O. Box Apt./Lot Number City/Cuidad Zip Code/Codiga Postal

Contact Phone No.: (Numero de contacto)

(Please provide a work phone number or phone number of a relative/friend who we may contact to leave you a message) (por favor escriba un numero de telefono de algun amigo, familiar, a trabajo para poder comunicarnos en cuso de algua problema con el servicio telefonico)

Codeword: _____

Features: _____

LOCAL EXCHANGE SERVICE TARIFF

SAMPLE FORMS (Continued)

B. Sample Customer Notice of Discontinuance of Service for Non-Payment of Bills

(date)

Customer Name
Customer Address
Customer telephone number and/or account number

Dear (Customer):

Our records indicate that the subject account remains past due. We request payment in the amount of \$(amount) be received in our office no later than (date). On (date plus 7 days) a disconnect order will be submitted to our order cancellation department if payment has not been received by that time. If your service is disconnected, you will be required to pay a deposit equal to two months' usage, in addition to reconnect charges of (reconnect amount). Your local service will not be disconnected for non-payment of any charges for unregulated telecommunications services that may be included in the amount shown above.

To prevent an interruption in service and to avoid the additional charges PLEASE MAIL YOUR PAYMENT TODAY to:

Accounts Payable
Comtel Telecom Assets LP
d/b/a Excel Communications
2440 Marsh Lane
Carrollton, Texas 75006

If you believe that the amount now overdue was billed in error, Excel will investigate the disputed amount upon written request. If, after investigation and review by Excel, there is still disagreement over the amount due, you may appeal the dispute to the Consumer Affairs Branch of the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102, 1-800-649-7570.

If you have any questions regarding the amount due or wish to make arrangements for payment, please contact your Excel representative at 1-800-875-9235.

(Service Representative)
Comtel Telecom Assets LP
d/b/a Excel Communications

LOCAL EXCHANGE SERVICE TARIFF

Reserved for Future Use

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