

NextG Networks of California, Inc.
1759 South Main Street, Suite 128
Milpitas, CA 95035

Schedule Cal. P.U.C. No. 1-T
Original Cal P.U.C. Title Sheet

Competitive Local Carrier

Tariff Schedule Applicable to
LOCAL EXCHANGE SERVICES
of
NEXTG NETWORKS OF CALIFORNIA, INC.
U-6745-C

Advice Letter No.: **1**
Decision No.: **03-01-061** (January 30, 2003)

Issued by:
Robert L. Delsman
Tariff Manager

Date Filed: 10/23/2003
Effective: 10/23/2003
Resolution No.: N/A

Competitive Local Carrier

CHECK SHEET

The Title Sheet and Sheets 1 through 33 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original	21	Original
1	Original	22	Original
2	Original	23	Original
3	Original	24	Original
4	Original	25	Original
5	Original	26	Original
6	Original	27	Original
7	Original	28	Original
8	Original	29	Original
9	Original	30	Original
10	Original	31	Original
11	Original	32	Original
12	Original	33	Original
13	Original	34	Original
14	Original	35	Original
15	Original	36	Original
16	Original	37	Original
17	Original	38	Original
18	Original	39	Original
19	Original	40	Original
20	Original		

Competitive Local Carrier
TABLE OF CONTENTS

<u>Subject Matter</u>	<u>Sheet No.</u>
TITLE SHEET	Title
CHECK SHEET.....	1
PRELIMINARY STATEMENT	4
EXPLANATION OF SYMBOLS	4
SERVICE AREA MAP	5
SERVICE AREA MAP	6
APPLICABILITY.....	7
AVAILABILITY OF THE COMPANY'S TARIFF.....	7
1.0 RATES AND CHARGES.....	8
Schedule 1: RF Transport Services.....	8
Schedule 2: Residential Exchange Service.....	10
Schedule 3: Business Exchange Service.....	11
Schedule 4: Universal Lifeline Telephone Service (ULTS).....	12
Schedule 5: Directory Services.....	13
Schedule 6: Taxes and Surcharges.....	14
2.0 RULES.....	15
Rule 1 — Definitions.....	15
Rule 2 — Undertaking of Company.....	17
Rule 3 — Application for Service	17
Rule 4 — Contract or Agreements.....	18
Rule 5 — Deposits.....	18
Rule 6 — Notices.....	19
Rule 7 — Rendering and Payment of Bills.....	20
Rule 8 — Disputed Bills.....	21
Rule 9 — Cancellation of Service by Company.....	22
Rule 10 — Cancellation of Service By Customer	25
Rule 11 — Special Information Required on Forms	26
Rule 12 — Credit Establishment	27
Rule 13 — Prorating of Bills	28
Rule 14 — Change of Service Provider.....	28
Rule 15 — Privacy.....	28
Rule 16 — Blocking Access to 900 and 976 Information Services	29
Rule 17 — Information to Be Provided to the Public.....	29
Rule 18 — Continuity of Service.....	29
Rule 19 — Use of Service	29
Rule 20 — Limitations of Service	29

Competitive Local Carrier

Rule 21 — Interconnection.....	30
Rule 22 — Liability of the Company	30
Rule 23 — Measurement of Service.....	31
Rule 24 — Responsibilities of the Customer.....	31
Rule 25 — Special Construction.....	31
Rule 26 — Demarcation Points	32
Rule 27 — Nonpublished Service; Release of Information.....	32
3.0 PROMOTIONS.....	33
4.0 INDIVIDUAL CASE BASIS ARRANGEMENTS	34
5.0 SAMPLE FORMS	35

Competitive Local Carrier

PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating, and applicable to NextG Networks of California, Inc. (“NextG” or “Company”).

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

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

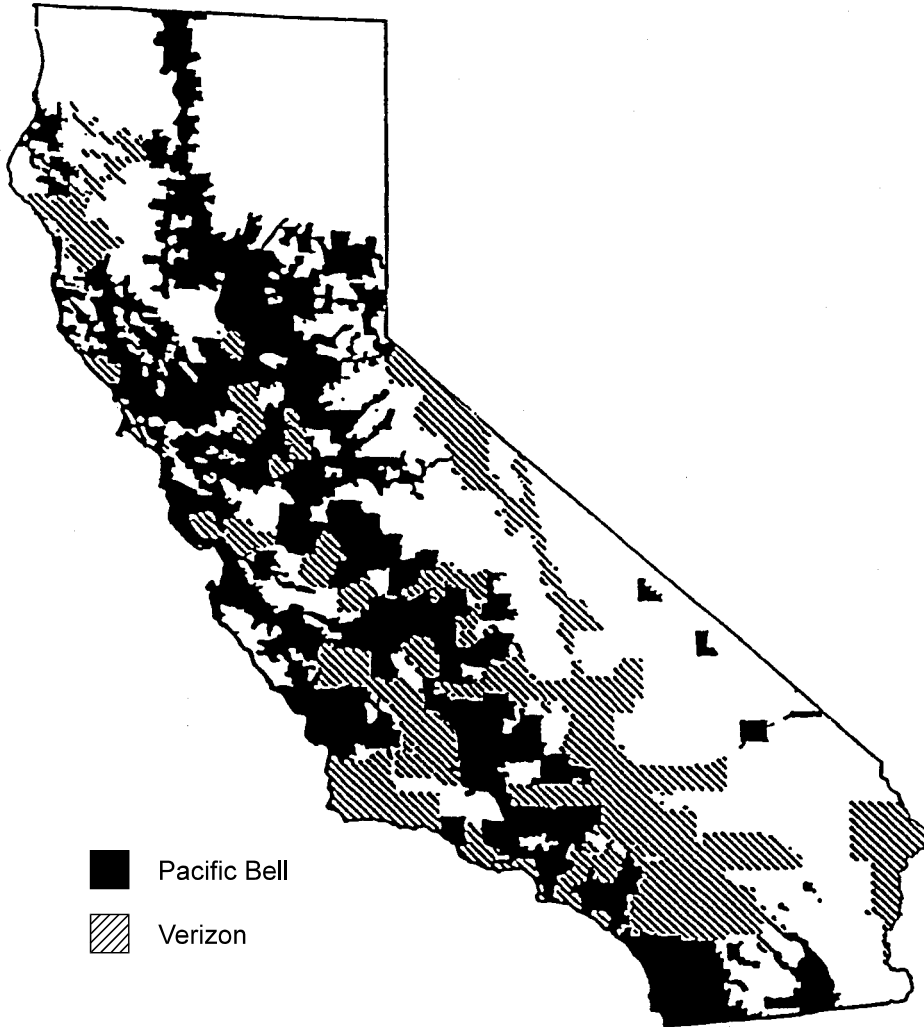
EXPLANATION OF SYMBOLS

- (C) To signify **changed** listing, rule or condition which may affect rates or charges.
- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer’s bill.
- (L) To signify that material has been **relocated to** another tariff location.
- (N) To signify a **new** rate, regulation condition or sheet.
- (R) To signify a change resulting in a **reduction** to a Customer’s bill.
- (T) To signify a change in **text** but no change to rate or charge.

Competitive Local Carrier

SERVICE AREA MAP

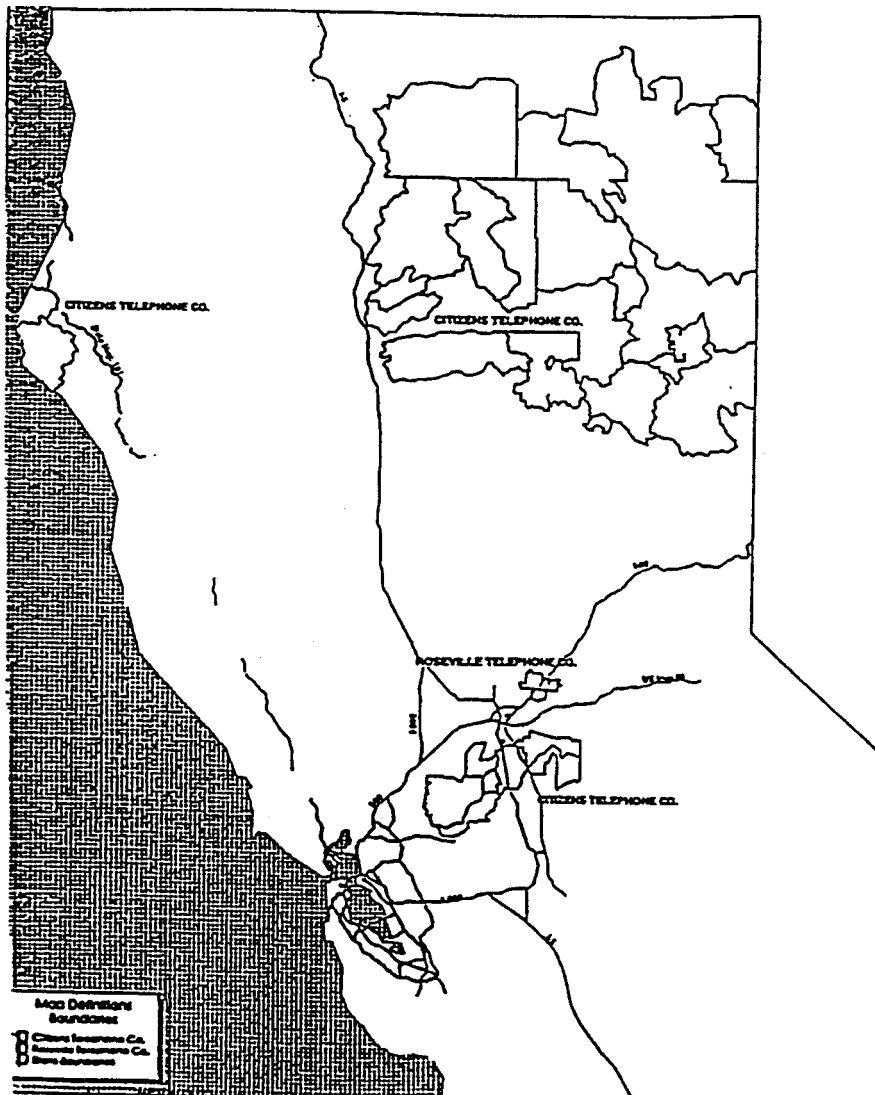
The Company has been authorized by the CPUC to provide competitive local exchange service within the areas of the State of California identified on the following map, which depicts the total combined service areas of Pacific Bell and Verizon California. The Company also has been authorized by the CPUC to provide interexchange service throughout the State of California.



Competitive Local Carrier

SERVICE AREA MAP

The Company has been authorized by the CPUC to provide competitive local exchange service within the areas of the State of California identified on the following map, which depicts the total combined service areas of Citizens Telephone Company and Roseville Telephone Company. The Company also has been authorized by the CPUC to provide interexchange service throughout the State of California.



Competitive Local Carrier

APPLICABILITY

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate communications services by the Company within the State of California.

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

AVAILABILITY OF THE COMPANY'S TARIFF

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

NextG Networks of California, Inc.
1759 South Main Street, Suite 128
Milpitas, CA 95035

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

Competitive Local Carrier

1.0 RATES AND CHARGES

Schedule 1: RF Transport Services

1. Application of rates

RF Transport Services rates apply to service furnished to business customers. RF Transport Services are not available to residential customers.

2. RF Transport Service

(A) General service offerings and limitations

RF Transport Services utilize optical technology, including multi-wavelength optical technology over dedicated transport facilities to provide Customers with links to radiate RF coverage.

RF Transport Services connect Customer-provided wireless capacity equipment to Customer-provided or Company provided bi-directional RF-to-optical conversion equipment at a hub facility. The hub facility can be Customer or Company-provided. The conversion equipment allows the Company to accept RF traffic from the Customer and then send bi-directional traffic transmission across the appropriate optical networks. At the remote end, Customer or Company provided RF-to-optical conversion equipment allows bi-directional conversion between optical signals and RF signals. RF signals can be received and radiated at this remote node. Hence the Company provides optical transit services for RF signals.

The furnishing of RF Transport Services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the RF Transport Services.

Competitive Local Carrier

1.0 RATES AND CHARGES

Schedule 1: RF Transport Services (continued)

2. RF Transport Services (continued)

(A) General service offerings and limitations (continued)

1. The specific limitations applicable to RF Transport Services are as follows:

- All optical services are provided on single mode optical fiber.
- Some optical services may be of a multi-wavelength nature.
- Current wireless standards limit the distance between a hub site and a remote node to 20km.
- The optical loss between a hub site and a remote node must not exceed 18 dB.

(B) Recurring and nonrecurring charges

The monthly recurring rates and nonrecurring charges for RF Transport Services are as follows:

Description	Fee per Segment
<u>Nonrecurring connection charge</u>	<u>\$100,000</u>
<u>Monthly recurring charge</u>	<u>\$15,000</u>

A Segment is a one-way optical carrier between one (1) Customer hub site or remote node and another Customer hub site or remote node. The optical carrier is a single optical wavelength. The optical fiber can carry more than one wavelength.

(C) Minimum Term

The minimum service term for RF Transport Service is five (5) years.

Competitive Local Carrier

1.0 RATES AND CHARGES

Schedule 2: Residential Exchange Service

The Company does not offer Residential Exchange Service at this time. Prior to initiating such service, the Company will revise this tariff according to the CPUC's procedures to include rates and any additional terms required for such service.

Competitive Local Carrier

1.0 RATES AND CHARGES

Schedule 3: Business Exchange Service

The Company does not offer Business Exchange Service at this time. Prior to initiating such service, the Company will revise this tariff according to the CPUC's procedures to include rates and any additional terms for such service.

Competitive Local Carrier

1.0 RATES AND CHARGES

Schedule 4: Universal Lifeline Telephone Service (ULTS)

The Company does not offer Residential Exchange Service at this time. Prior to initiating such service, the Company will revise this tariff according to the CPUC's procedures to include the terms under which Universal Lifeline Telephone Service (ULTS) would be made available.

Competitive Local Carrier

1.0 RATES AND CHARGES

Schedule 5: Directory Services

1. Directory Listings

If the Company provides business or residential exchange services, a single main listing for exchange service customers will be provided free of charge for each customer of record. Additional listings will be billed at a charge of \$100.00 per additional listing.

2. Additional Directory Charge

When a Customer orders additional copies beyond the one free copy per account, the following charge applies:

Per Copy	\$50.00
----------	---------

Competitive Local Carrier

1.0 RATES AND CHARGES

Schedule 6: Taxes and Surcharges

In addition to the charges for the Company's service offerings, certain federal, state, and local surcharges, taxes, and fees will be applied. These surcharges, taxes, and fees are calculated based upon the amount billed to the end user for Company's intrastate services. Such charges include, but are not limited to, the surcharges and fees ordered by the CPUC and set forth below, as may be modified by the CPUC from time to time:

Surcharge, Tax, or Fee	As a percent of total gross billed charges
CPUC Reimbursement Fee (PUCURA)	0.110%
Universal Lifeline Surcharge (ULTS)	0.500%
California Relay and Communication Devices Funds	0.281%
California High Cost Fund A Surcharge (CHCF-A)	0.000%
California High Cost Fund B Surcharge (CHCF-B)	2.600%
California Teleconnect Fund Surcharge	0.05%

Competitive Local Carrier

2.0 RULES

Rule 1 — Definitions

Channel:

A communications path between two or more points of termination.

Commission:

California Public Utilities Commission

Company:

NextG Networks of California, Inc.

Customer:

The person, firm, corporation or other entity that orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Customer Designated Premises:

The premises specified by the Customer for origination or termination of services.

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Facilities

Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under this tariff.

Holidays:

The Company observes the following Holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Day.

Minor Rate Increase:

A rate increase which is both less than 1% of the Company's total California intrastate telecommunications revenues and less than 5% of the affected service's rates. All other rate increases are Major.

Competitive Local Carrier

Premises:

A building or buildings on contiguous property, not separated by a public highway or right-of-way.

Transmission Path:

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

Competitive Local Carrier

Rule 2 — Undertaking of Company

The Company's services are furnished for telecommunications services originating and/or terminating in any area within the State of California.

The Company is a facilities-based and resale provider of telecommunications to Customers for the direct transmission and reception of voice, data, and other types of communications. Services are offered via the Company's facilities (whether owned, leased, or under contract) in combination with resold services provided by other certificated carriers. The Company is responsible under this tariff only for the services and facilities the Company provides hereunder.

Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment, and facilities.

Rule 3 — Application for Service

During the initial contact all applicants for residential service must be given information regarding the Universal Lifeline program and its availability.

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 for the services the customer desires and any other rates or charges which will appear on the customer's first bill.

If the agreement is oral, within 10- days of initiating the service order, the Company 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 a language other than English if the sale was in another language.

Within 10 days of initiating service, the Company shall state in writing for all new customers all material terms and conditions that could affect what the customer pays for telecommunications services provided by the Company.

Potential customers who are denied service for failure to establish credit or pay deposit as described in Rule 5 must be given the reason for the denial in writing within 10 days of service denial.

Competitive Local Carrier

Service may be initiated only based on a written agreement between the Company and the Customer. To initiate a service request, the Customer must provide the following information: the Customer's name; an address to which the Company shall provide service; and a billing address (if different). The service application does not itself bind either the Customer to subscribe to the service or the Company to provide the service.

Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer. Potential customers who are denied service must be given the reason for the denial in writing within 10 days of service denial.

Rule 4 — Contract or Agreements

Contracts will be used for Individual Case Basis ("ICB") service offerings, special promotions, or special construction. The terms and conditions of each contract offering are subject to the agreement of both Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. ICB arrangements and special promotions will be filed in accordance with CPUC rules.

Rule 5 — Deposits

The Company may, at its sole discretion, require a deposit or usage prepayment as a condition to receiving service or additional service. 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. Deposits requirements will not be based on race, sex, creed, national origin, marital status, age, number of dependents, or physical handicap.

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

Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for. In the event a customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the customer.

Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will be added to the deposit using the 3-month commercial paper rate published by the Federal Reserve Board, except under the following conditions: no interest shall be given if the Customer has received a minimum of two notices in a 12-month period as provided under Rule No. 5(B)(2).

Competitive Local Carrier

Rule 6 — Notices

Notices provided to the Customer by the Company shall be as follows:

A. Rate Information

- (1) Rate information and information regarding the terms and conditions of service will be provided upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to Customers and postmarked at least 30 days prior to the effective date of the change. No Customer notice is required for minor rate increases or for rate decreases. Customers will be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service no later than the Company's next periodic billing cycle.
- (2) When Company provides information to a Customer which is in conflict with its tariffs, the Customer shall have the right to bring a complaint against the Company.

B. Discontinuance of Service Notice

(1) Notice by Customers

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice must be in writing.

(2) Notice by Company

Rules in Commission Decision 91188, regarding discontinuance of service related to criminal prosecution, will remain in effect for Company.

Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Customer not less than 7 calendar days prior to termination. Each notice will include all of the following information:

1. The name and address of the Customer whose account is delinquent.
2. The amount that is delinquent.
3. The date when payment or arrangements for payment are required in order to avoid termination.

Competitive Local Carrier

4. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
5. The procedure the Customer may use to request amortization of the unpaid charges.
6. The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.

C. Change in Ownership or Identity Notice

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

D. Rules for Company Notices

Notices the Company sends to Customers, or the Commission, will be a legible size and printed in a minimum point size type of 10 and are deemed made on date of presentation.

Rule 7 — Rendering and Payment of Bills

- (a) Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Service continues to be provided for the minimum service term.
- (b) The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are billed monthly in advance. The Company is not responsible for any telephone charges that may be incurred by the Customer in gaining access to the Company's network.
- (c) Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law. The late payment date will be prominently displayed on the Customer's bill. Company shall credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly. Each account shall be granted not less than one complete forgiveness of late payment charge, pursuant to Commission rules. Customers shall be notified by letter when eligibility for forgiveness of late payment charge has been utilized.
- (d) The name(s) of the Customer(s) desiring to use service must be set forth in the application for service.

Competitive Local Carrier

Rule 8 — Disputed Bills

Billing disputes should be addressed to Company's customer service organization via telephone to (408) 719-8510. Customer service representatives are available from 8:30 AM to 5:59 PM Pacific Time. Messages may be left for Customer Services from 6:00 PM to 8:29 AM Pacific Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.

The undisputed portion of the bill must be paid by the due date (no sooner than 15 days of the date of presentation) shown on the bill or the service will be subject to disconnection if the Company has notified the customer by written notice of such delinquency and impending termination.

In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- (a) First, the Customer may request, and the Company will perform an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- (b) Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the CPUC's Consumer Affairs Branch (CAB) for its investigation and decision.
- (c) To avoid disconnection of service, the subscriber must submit the claim and, if the bill has not been paid, deposit the amount in dispute with the CPUC. The disputed amount must be made payable to the CPUC within 7 calendar days after the date on which the Company notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will be disconnected. The Company may not disconnect the Customer's service for non-payment as long as Customer complies with the above provisions in (a)- (c).
- (d) The CAB will review the claim of the disputed amount. The Company shall respond within 10 business days to requests for information issued by CAB. CAB will review the Customer's claim of the disputed amount, communicate the results of this review to the Customer and the Company, and make disbursement of the deposited amount.

The address and telephone numbers of the CPUC's Consumer Affairs Branch are:

Consumer Affairs Branch
505 Van Ness Avenue
San Francisco, CA 94102

Competitive Local Carrier

(800) 649-7570 (toll free)
(415) 703-1170
(415) 703-2032 (TDD)

- (e) After the investigation and review are completed by the Company as noted in (a) above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 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.

Rule 9 — Cancellation of Service by Company

- (a) The Company may discontinue service under the following circumstances:
1. Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees as determined by the CPUC or by the Court; or
 2. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, the public or to employees of the utility; or
 3. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
 4. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
 5. For unlawful use of the service or use of the service for unlawful purposes; or
 6. Failure to post a required deposit or guarantee; or
 7. A violation of, or failure to comply with, any regulation or condition governing the furnishing of service; or
 8. If the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.

Competitive Local Carrier

- (b) The Company will provide the following notice of disconnection:
1. Written notice of the pending disconnection will be rendered not less than 7 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.
 2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service will not initially be discontinued on any Saturday, Sunday, legal holiday, or any other day Company service representatives are not available to serve Customers.
- (c) Restoration of service
- The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.
- (d) For residence services disconnected for nonpayment, the Company must continue to provide access to 911 services to the customer. 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 as defined in D. 96-10-066, Appendix B, page 5.
- (e) CPUC's Decision No. 91188 in Case No. 4930, requires that each communications utility, operating under the jurisdiction of the CPUC, include the provisions of the rule set forth in Appendix "B" of that decision as a part of the rules in the utility's schedules. Accordingly, Appendix B of Decision No. 91188, Case No. 4930, is quoted herein:

Appendix B

1. *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 finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be*

Competitive Local Carrier

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.

2. *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.*
3. *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.*
4. *Any concerned law enforcement agency shall have the right to receive 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.*
5. *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*

Competitive Local Carrier

assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.

6. *At the expiration of 15 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.*
7. *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 apart 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.*
8. *The term "person", as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a copartnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.*
9. *The term "communications utility", as used herein, includes a "telephone corporation" and a "telegraph corporation", as defined in Division I of the California Public Utilities Code.*

For the information of our customers, the address of the Commission's offices is as follows:

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

Rule 10 — Cancellation of Service By Customer

Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation provided, however, that Customer may not cancel RF Transport Services prior to expiration of the initial five (5) year term except for increases in rates that qualify as Major Rate Increases.

Competitive Local Carrier

Customer is responsible for charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. Based on an order for service and construction has either begun or has been completed, but no service provided.

Rule 11 — Special Information Required on Forms

A. Customer Bills

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

- (1) When to pay your bill;
- (2) Billing detail including the period of service covered by the bill;
- (3) Late payment charge and when applied;
- (4) How to pay your bill;
- (5) Questions about your bill;
- (6) Network access for interstate calling;
- (7) In addition to the above, each bill shall include the following statement:

'This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of presentation date. Should you question this bill, please request an explanation from (name of Company).

Competitive Local Carrier

If you believe you have been billed incorrectly you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, CA 94102. To avoid having service disconnected, payment of the disputed bill should be made 'under protest' to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission.'

B. Deposit Receipts

Each deposit receipt shall contain the following provisions:

'This deposit, less the amount of any unpaid bills for service furnished by (name of Company), shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months 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.'

Rule 12 — Credit Establishment

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits may be avoided if the applicant:

- A. Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, 'can-be-reached' number, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
- B. A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the serving Company or another acceptable local carrier.
- C. 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).

Competitive Local Carrier

Rule 13 — Prorating of Bills

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

Rule 14 — Change of Service Provider

A. Solicitation of Customer Authorization for Service Termination and Transfer.

Solicitations by Company, or its 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. Solicitations by Company or its agents, must conform with California Public Utilities Code Section 2889.5. All solicitations sent by Company or its agents to customers must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine of \$500 will apply for each violation of this Rule.

B. Unauthorized Service Termination and Transfer (“Slamming”).

Company will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent unauthorized transfer to its own service. Company is responsible for the actions of its agents that solicit unauthorized service termination and transfers and in such cases 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 of up to \$500 payable to the Commission may apply to each violation of this Rule. As prescribed under PU Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense. The Company will reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

Rule 15 — Privacy

Company is restricted from releasing nonpublic Customer information in accordance with PU Code Sections 2891, 2891.1, and 2893. For each new Customer, and on an annual basis for continuing Customers, Company 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. Company is subject to the credit information and calling record 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.

Competitive Local Carrier

Rule 16 — Blocking Access to 900 and 976 Information Services

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

Rule 17 — Information to Be Provided to the Public

A copy of this tariff schedule and advice letters will be available for public inspection in the Company's business office during regular business hours.

Copies of the Company's tariff schedules and advice letters are available to the public at nominal costs to recover photocopying, postage and/or transmission expenses.

Rule 18 — Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

The Company concurs with Verizon California's Limitation of Liability tariffs regarding credit for service interruptions.

Rule 19 — Use of Service

Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

Rule 20 — Limitations of Service

Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

Competitive Local Carrier

Company reserves the right to discontinue furnishing the service upon its written notice, when necessitated by conditions beyond its control or when Customer is using the service in violation of the provisions of this tariff, or in violation of the law, pursuant to Rule 12.

Title to all facilities provided by Company under these regulations remains in Company's name.

Rule 21 — Interconnection

Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

Rule 22 — Liability of the Company

- A. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. Except as provided in Rule 18, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company or by another carrier through the Company up to and including its Local Loop Demarcation Point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

Competitive Local Carrier

D. Prior to initiation of Directory Services, the Company shall revise this tariff according to the CPUC's procedures to include the limits of its liability relating to errors or omissions in telephone numbers and directories.

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

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

F. Loss Arising From Non-Delivery of Written Messages

The Company shall be liable for loss or damage that may occur in the course of the employment of any messenger not to exceed twenty-times the charge for such messenger service, and shall be liable for loss or damage that may occur in the transmission of any message over its lines not to exceed the amount received for sending same.

Rule 23 — Measurement of Service

Charges for service are without regard to mileage.

Rule 24 — Responsibilities of the Customer

(a) The Customer is responsible for: placing any necessary service orders; complying with tariff terms and conditions; for assuring that users comply with tariff regulations; and for payment of charges for calls originated from the Customer's telephone lines.

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

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

Rule 25 — Special Construction

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

Competitive Local Carrier

1. non-recurring charges;
2. recurring charges;
3. termination liabilities; or
4. combinations of the above.

Rule 26 — Demarcation Points

The Company will provide facilities, equipment, and services to its local loop demarcation point. The local loop demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the intrabuilding network (INC) or network access device (NAD), if any. 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 the Company'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.

Rule 27 — Nonpublished Service; Release of Information

CPUC Decision Nos. 92860 and 93361, in Case No. 10206, required that each communication utility, operating under the jurisdiction of the CPUC, 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. However, the Company does not intend to offer Directory Services at this time. Prior to initiating Directory Services, the Company will include Appendix "A" of Decision Nos. 92860 and 93361, Case No. 10206 herein.

Competitive Local Carrier

3.0 PROMOTIONS

3.1 Promotional Offerings – General

Reserved for future use.

Competitive Local Carrier

4.0 INDIVIDUAL CASE BASIS ARRANGEMENTS

Reserved for future use.

Competitive Local Carrier

5.0 SAMPLE FORMS

1. Disclosure Statement

NextG Disclosure Statement

(date)

(Customer name)

(Customer address)

Dear (Customer):

Thank you for choosing NextG for your local communications needs. The charges, terms, and conditions for the (type of service) you have purchased are governed by tariffs on file with the California Public Utilities Commission. To obtain copies of this information, please contact your customer service representative at (insert applicable toll free number) or request them online at: (insert applicable URL).

From time to time it may be necessary to change our rates, terms, and conditions of service. Should this occur, you will be notified at least 30 days prior to any substantial increase in rates. Any modification to the terms and conditions will be described and delivered to you via electronic mail at the time that modifications are implemented. The attached information package more fully describes the services you have purchased. Once you have had an opportunity to review these materials, please sign and return the included confirmation form and return it in the attached envelope.

We look forward to serving you. If you have any questions please contact your customer representative at (insert applicable toll free number).

NextG Networks of California, Inc.

Competitive Local Carrier

5.0 SAMPLE FORMS (continued)

2. Customer Privacy Notice

Customer Privacy Notice

The California Public Utilities Commission requires NextG Networks of California, Inc. (“the Company”) to provide a written description of how the Company handles a Customer’s private information and to disclose any ways that such information might be used or transferred that would not be obvious to the Customer.

The release by the Company of non-public Customer information is restricted by the decisions and regulations promulgated by the California Public Utilities Commission as well the California Public Utilities Code, specifically Decision 92860, as modified, and Public Utilities Code Sections 2891, 2891.1, and 2893. In compliance with the statutes and regulations, the Company requires a Customer’s consent before it will release to third parties information regarding the Customer’s data usage patterns, credit or other financial information, the services purchased by residential Customers from either the Company or information service providers that are not affiliated with the Company, and demographic information which is disaggregated sufficiently to permit identification of the individual Customer.

Furthermore, the Company may have occasion to sell or license lists of its residential Customer subscribers. In the event that the Company does provide such information to third parties, such lists will not include the telephone numbers or email address of any Customer without the Customer’s permission.

Notwithstanding the above, there are instances where the Company 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 California Public Utilities Commission pursuant to its jurisdiction, to the Federal Communications Commission or the California Public Utilities Commission in response to orders regarding the provision of services over the Company’s facilities by parties other than the Company.

Appendix B of California Public Utilities Commission 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.

Competitive Local Carrier

5.0 SAMPLE FORMS

2. Customer Privacy Notice (continued)

Release of Credit Information and Calling Records

I. Definitions

- A. *Credit Information.* A subscriber's credit information is the information contained in the subscriber's utility account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, subscriber's social security and/or driver's license number, billing name, location of previous service. Not included in subscriber credit information for purposes of these rules are: nonpublished subscriber information, or subscriber's name, address, and telephone number as listed in the telephone directory.
- B. *Calling Records.* Calling records are the records of calls made from a subscriber's telephone no matter how recorded and regardless of whether such information appears in the subscriber's monthly telephone service bill. Toll records and pen registers are examples of calling records.

II. Release of Subscriber Credit Information and Calling Records

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

- A. Upon receipt of a search warrant obtained pursuant to California or federal law; or
- B. Upon making a 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 subscriber that a subpoena has issued and affording that subscriber at least ten days to move to quash the subpoena; or
- D. Upon receiving permission of the subscriber to release the information.

Competitive Local Carrier

5.0 SAMPLE FORMS

2. Customer Privacy Notice (continued)

III. Notification to the Subscriber

- A. 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.
- B. 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.

IV. Deferral of Notification

- A. Notification to the subscriber will be deferred, and no disclosure made for a period of 90 days if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is probable cause to believe notification to the subscriber would impede the investigation of an offense pursuant to which the subpoena or warrant was issued. Upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the subscriber of its receipt of the subpoena before divulging the information or records requested.
- B. The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the subscriber would impeded the investigation of an offense pursuant to which the subpoena or warrant was issued.
- C. Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, by another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.

Competitive Local Carrier

5.0 SAMPLE FORMS

2. Customer Privacy Notice (continued)

Customer Privacy Notice (continued)

- D. 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 subscriber in accordance with (C) above.

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

- A. The procedure set forth above does not apply where the requester is a collection agency working for the utility on the subscriber's account or is an independent telephone company or Bell Company.

VI. Retention of Records

- A. Records of request 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 subscriber is notified in writing of the request. A copy of the letter of notification which was sent to the subscriber shall also be retained for a like period of one year.

Competitive Local Carrier

5.0 SAMPLE FORMS

3. Notice of Discontinuance

Notice of Discontinuance of Service for Non-Payment of Bills

(date)

Customer Name
Customer Address
Customer account number

Dear (Customer):

Our records indicate that the subject account remains past due. We request that 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 data 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
NextG Networks of California, Inc.
1759 South Main Street, Suite 128
Milpitas, CA 95035

If you believe that the amount now overdue was billed in error, NextG will investigate the disputed amount upon written request. If, after investigation and review by NextG, 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 NextG representative at (insert appropriate toll free number).

(Service Representative)
NextG Networks of California, Inc