

Conterra Wireless Broadband, LLC (U-7057-C)  
2101 Rexford Road, Suite 200E  
Charlotte, NC 28211

Schedule Cal. P.U.C. CLC1-T  
Original Cal. P.U.C. Sheet No. 1

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Competitive Local Carrier Tariff

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Conterra Wireless Broadband, LLC  
2101 Rexford Road, Suite 200E  
Charlotte, NC 28211

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Schedule Cal. P.U.C. CLC 1-T  
Original Cal. P.U.C.

**Competitive Local Carrier Tariff**

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Advice Letter No. 1

Issued by Stephen R. Leeolou, President

Date Filed: Feb. 1, 2008

Decision No. \_\_\_\_\_

Effective Mar. 2, 2008

Competitive Local Carrier Tariff

CHECKSHEET

SHEET	REVISION		SHEET	REVISION
1	Original		35	Original
2	First Revised*		36	Original
3	Original		37	Original
4	Original		38	Original
5	Original		39	Original
6	Original		40	Original
7	Original		41	Original
8	Original		42	Original
9	Original		43	Original
10	Original		44	Original
11	Original		45	Original
12	First Revised*		46	Original
13	Original		47	Original
14	Original		48	First Revised*
15	Original		49	First Revised*
16	Original		50	Original
17	Original		51	First Revised*
18	Original		52	Original
19	Original		53	Original
20	Original		54	Original
21	Original		55	Original
22	Original		56	Original
23	Original		57	Original
24	Original		58	Original
25	First Revised*		59	Original
26	Original		60	Original
27	Original		61	First Revised*
28	Original		62	First Revised*
29	Original		63	Original
30	First Revised*		64	Original
31	Original		65	Original
32	Original		66	Original
33	Original		67	Original
34	Original			

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PRELIMINARY STATEMENT

Conterra Wireless Broadband, LLC (the “Company”) has been granted authority by the California Public Utilities Commission (“Commission”) to provide, and this tariff governs, the Company’s provision of, competitive local exchange services within the service territories of SBC California, Inc., Verizon California, Inc., SureWest Telephone, and Citizens Telecommunications Company of California, Inc., and interexchange services statewide.

SYMBOLS USED IN THIS TARIFF

- (C) To signify changed listing, rule, or condition that may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (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 not change in rate, rule, or condition.

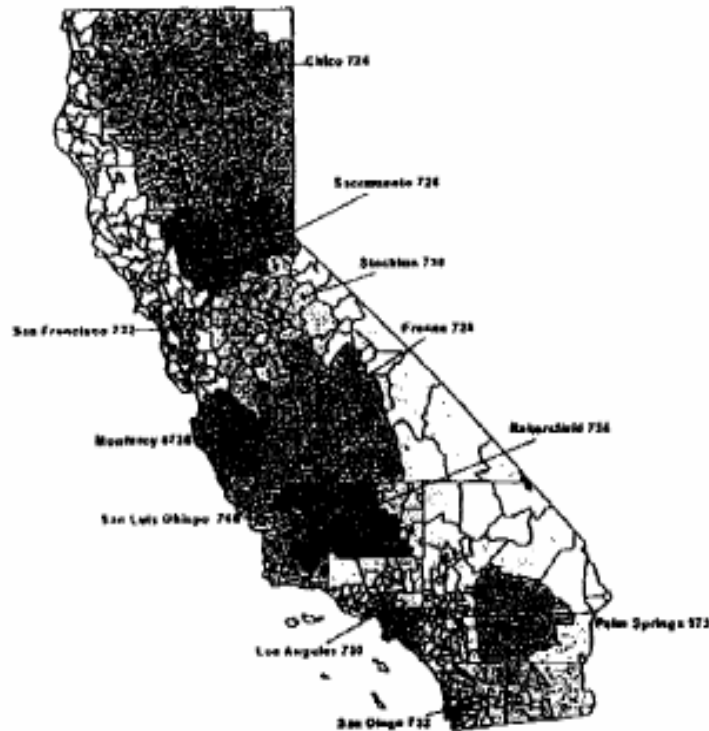
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SERVICE AREA MAP

The Company provides competitive local exchange service in California within the service territories of SBC California, Inc., Verizon California, Inc., SureWest Telephone, and Citizens Telecommunications Company of California, Inc., and interexchange services statewide. The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the California Public Utilities Commission by SBC California, Inc., Verizon California, Inc., SureWest Telephone, and Citizens Telecommunications Company of California, Inc.



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RULES

Rule 1- Definitions

Unless the context otherwise requires or, in the case of a special contract, other definitions apply, the following definitions govern the meaning of terms used in this tariff and in special contracts for intrastate service.

**Applicant:** The term “Applicant” means an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

**Base Rate Area:** The term “base rate area” means a closely built up section of an exchange area as shown in the effective and current tariffs of the Incumbent LECs.

**Business Hours:** The phrase “business hours” means the time after 8:00 AM. and before 5:00 P.M., Monday through Friday excluding holidays.

**Commission:** The term “Commission” means the Public Utilities Commission of the State of California.

**Company:** The term “Company” or “Utility” means Conterra Ultra Broadband, LLC.

**Customer:** The term “Customer” is synonymous with the term “Subscriber” and means the firm, company, corporation, or other entity that contracts for service under this tariff or, as set forth herein, is otherwise responsible for the payment of charges and compliance with the Company’s regulations. Customers include, without limitation, interexchange carriers who utilize the Company’s facilities to complete calls from or to end users served by the Company.

**Day:** The term “Day,” when used for purposes of applying rates, means 8:00 a.m. to 5:00 p.m., Monday through Friday, including Legal Holidays.

**Delinquent or Delinquency:** The terms “delinquent” and “delinquency” refer to an account for which payment has not been paid in full on or before the last day for timely payment.

**Evening:** The term “Evening,” when used for purposes of applying rates, means 5:00 p.m. to 11:00 p.m., Monday through Friday, including Holidays.

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RULES (Cont'd)

Rule 1- Definitions (Cont'd)

Holiday: The term "Holiday" means New Year's Day (January 1), Washington's Birthday (3rd Monday in February), Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).

Incumbent LEG The term "Incumbent LEC" means any of the following local exchange carriers: Pacific Bell Telephone Company, Verizon California, Inc., SureWest Telephone, or Citizens Telecommunications Company of California, Inc.

Interexchange carrier: The term. "interexchange carrier" means a provider of telecommunications service between local calling areas.

Local Calling Area: The term "local calling area" means either: (i) the Zone 1 and Zone 2 areas of the ZUM rate area in which the Subscriber's premises is located, as shown in the current and effective tariffs of the Incumbent LECs; or (ii) in the case of Subscribers not located in a ZUM rate area, the extended service areas in which the Subscriber's premises is located, as shown in the current and effective tariffs of the Incumbent LECs.

Local Access Transport Area ("LATA"): The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

Night: The term "Night," when used for purposes of applying rates, means 11:00 p.m. to 8:00 a.m., Monday through Friday, including Holidays.

Non-Published or Unlisted Service: The term "non-published" or "unlisted" service means service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

Subscriber: See definition of "Customer."

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RULES (Cont'd)

Rule 2 - Description of Service

A. The Company provides limited facilities-based and CEQA exempt (i) interLATA and intraLATA interexchange services throughout the State of California; and (ii) competitive local exchange services within the service areas of Pacific Bell, Verizon, SureWest Telephone (formerly Roseville Telephone Company) and Citizens Telecommunications Company of California, Inc. to the full extent permitted by Decision No. 95-07-054 and Decision No. 97-09-115 as shown on the Company's maps contained herein or as incorporated by reference herein. The Company operates an interstate, non-switched, digital fiber-optic communications network capable of providing high-speed dedicated access and multiplexing services to large commercial, non-profit, and government entities. Company's primary business activities fall into two categories (i) the leasing of dedicated fiber optic facilities constructed and owned by Company to large commercial users (including both for profit entities and non-profit entities such as health care systems) and governmental entities, and (ii) the provision of managed metropolitan Ethernet network services, over fiber optic facilities constructed and owned by the Company, to school and library systems. The Company does not currently provide services to residential customers nor does the Company anticipate providing residential service in the future. Finally, the Company provides data services only and does not intend to offer either voice grade service or service directly to end users.

B. Demarcation

The Company does not undertake, by this tariff, to provide, maintain, repair, or operate any wiring, equipment, facilities, or service on the Subscriber's side of the point of demarcation as specified in the demarcation tariff schedules of SBC California, Inc.' In the event that Subscriber reports a service problem that is determined to be due to one or more causes on Subscriber's side of the point of demarcation, Subscriber shall pay the Company its prevailing minimum charge for premises visits, plus its charges (also at its prevailing rates) for any labor and materials expended in repairing the problem.

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RULES (Cont'd)

Rule 3 - Application for Service

- A. Applicants requesting new or additional services from the Company may be required to provide identification acceptable to the Company. In addition, Applicants may be required to meet credit or deposit requirements as set forth in this tariff:
- B. At the time of all initial contacts for service, Applicants will be informed of the basic services available to the class of Subscriber to which the Applicant belongs.
- C. Service may be initiated based on a written or oral agreement between the Company and the Applicant. In either case, prior to the agreement, the Subscriber shall be informed of all rates and charges for the services the Subscriber desires and any other rates or charges that will appear on the Subscriber's first bill. If the Company accepts a written or oral request for service, the Company will, within 10 days of initiating the service order, provide a confirmation letter setting forth a brief description of the services ordered, itemizing all charges that will appear on the customer's bill, and stating all material terms and conditions that could affect what the Subscriber pays for service. The letter will be in the language in which the sale was made.
- D. Within 10 days of initiating service, the Company will provide all new Subscribers with a written statement of all material terms and conditions that could affect what the Subscriber pays for local exchange services provided by the Company.
- E. Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any nonrecoverable costs incurred by the Company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. Notwithstanding the foregoing, an Applicant will not be liable for any charges or nonrecoverable costs that were not disclosed to the Applicant by the Company before initiating service.
- F. Applicants who are denied service due to failure to establish credit or pay a deposit will be given the reason for the denial in writing within 10 days of the denial of service.

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Original Cal. P.U.C. Sheet No. 11

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RULES (Cont'd)

Rule 4 - Contracts

A. Deviations from the rates, terms, and conditions specified in this tariff schedule are not permitted except by special contract filed with the Commission, and where applicable, approved by the Commission.

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Advice Letter No. 1

Issued by Stephen R. Leolou, President

Date Filed: Feb. 1, 2008

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Effective Mar. 2, 2008

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RULES (Cont'd)

Rule 5 - Special Information Required on Forms

A. Customer Bills

The Company will 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 Subscriber may write. If the Company uses a billing agent, the Company will also include the name of the billing agent. Each bill for telephone service will contain notations concerning the following areas:

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

“This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 calendar days of the due date, which is the date of mailing, as shown by the postmark on the billing envelope, or such later date as shown on the bill itself. Should you question this bill, please request an explanation from the Company. (M)

“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 acceptable to the Company should be made 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.”

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RULES (Cont'd)

Rule 5 - Special Information Required on Forms (Cont'd)

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.”

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RULES (Cont'd)

Rule 6 - Establishment and Reestablishment of Credit

Each Applicant must provide credit information satisfactory to the Company or pay a deposit.

A. A deposit will not be required if-

1. The Applicant provides a credit history acceptable to the Company. Credit information contained in an Applicant's account record may include, without limitation, account establishment date, can-be-reached number, name of employer, employer's address, driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit will not be denied for failure to provide a social security number.

or

2. A cosigner or guarantor with a credit history acceptable to the Company agrees in writing to be responsible for all charges.

B. The Company will not refuse a deposit to establish credit for service. However, the Company may request the deposit to be in cash or another acceptable form of payment (*e.g.*, cashier's check, money order, bond, letter of credit.)

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RULES (Cont'd)

Rule 7 - Deposits and Advance Payments

A. Deposits:

1. Requirement: The Company may require an Applicant or an existing Subscriber who fails to establish a satisfactory credit history to post a deposit as 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 Subscriber's credit history at anytime to determine if a deposit is required.
2. Amount: The amount of the deposit will not exceed twice the estimated average bill for the class of service applied for. In the event the Applicant or Subscriber requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Subscriber.
3. Nondiscrimination: Deposit requirements will not be 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.
4. Refund or Credit: The Company will refund the deposit, less the amount of any unpaid bills for service furnished by the Company, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first.
5. Interest: 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 Subscriber has received two or more notices of discontinuance of service within a 12-month period in accordance with Rule 8.
6. Prepaid: In the case of prepaid service, Customers may receive account balances, i.e., amount of prepaid service remaining by calling the Carrier's customer service telephone number.

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RULES (Cont'd)

Rule 7 - Deposits and Advance Payments (Cont'd)

B. Advance Payments:

1. At the time an application for service is made, an Applicant may be required to pay an amount equal to one month's service charges and applicable service connection charges. The amount of the first month's service charges and applicable service connection charges will be credited to the Subscriber's account on the first bill rendered. An Applicant will not be required to pay in advance for usage, except where service is provided under the Company's prepaid service schedule, if any.
2. Negotiation of a Subscriber's advance payment shall not itself obligate the Company to provide services or continue to provide service if a later check of Applicant's credit record is unacceptable to the Company and no deposit has been tendered. In the event that service is not provided, the advance payment will be refunded.

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RULES (Cont'd)

Rule 8 - Notices

A. General

1. Unless otherwise provided by these Rules, any notice by the Company to a Subscriber must be given by written notice mailed to the Subscriber's last known address. Where written notice is given to a Subscriber or the Commission, the notice will be of a legible size and printed in type having a minimum point size of 10. Mailed notices will be deemed given on the date of mailing as shown by the postmark on the notice or envelope that contains the notice.
2. Unless otherwise provided by these Rules, any notice by a Subscriber or its authorized representative maybe given verbally to the Company by telephone or at the Company's business office or by written notice mailed to the Company's business office.

B. Rate Information

Rate information and information regarding the terms and conditions of service will be provided in writing upon request by an Applicant or Subscriber. Notice of increases in rates or more restrictive terms and conditions will be provided in writing to Subscribers and postmarked at least 30 days prior to the effective date of the increase or the date that the advice. Subscribers will be advised of optional service plans in writing as they become available. Subscribers will be advised of other changes to the rates, terms, or conditions of service no later than the Company's next billing cycle.

C. Discontinuance of Service

1. Subscribers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice maybe either verbal or written.

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RULES (Cont'd)

Rule 8 - Notices (Cont'd)

C Discontinuance of Service (Cont'd)

2. Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Subscriber not less than 7 calendar days prior to termination. Each notice will include all of the following information:
  - a. The name and address of the Subscriber.
  - b. The amount that is delinquent.
  - c. The date when payment or arrangements for payment must be made in order to avoid termination.
  - d. The procedure the Subscriber may use to request amortization of the unpaid charges.
  - e. The procedure the Subscriber may use to initiate a complaint or to request an investigation concerning service or charges.
  - f. The telephone number of the Company's representative who can provide additional information or institute arrangements for payment.
  - g. The telephone number of the Commission's Consumer Affairs Branch (CAB) where the Subscriber may direct inquiries.
  - h. Local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.
3. No notice of discontinuation will be given for prepaid services. Prepaid services will automatically terminate at the end of the prepaid term unless the Subscriber prepays for an additional term.

D. Change of Ownership or Identity

The Company will notify Subscribers in writing of a change in ownership or identity in the Company's next monthly billing cycle.

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RULES (Cont'd)

Rule 8 - Notices (Cont'd)

E. Privacy

The Company is restricted from releasing nonpublic customer information in accordance with Public Utilities Code sections 2891, 2891.1, and 2893. The Company will furnish Subscribers with a written description of how it handles Subscribers' private information and a disclosure of any ways that such information might be used or transferred that would not otherwise be obvious to the Subscriber. This information will be provided at the time service is initiated and annually thereafter.

Disclosure of Telephone Numbers During 800, 888 and 900 Calls

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

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RULES (Cont'd)

Rule 8 - Notices (Cont'd)

F. Other

On request, the Company will provide each Applicant and Subscriber with the following information:

1. The California Public Utilities Commission identification number or its registration to operate as a telecommunications corporation within California.
2. The address and telephone number of the California Public Utilities Commission to verify its authority to operate.
3. A copy of the Consumer Protection Regulations adopted by the California Public Utilities Commission applicable to local exchange services provided by the Company.
4. A toll-free number to call for service or billing inquiries, along with an address where the Applicant or Subscriber may write the Company.
5. A full disclosure of all fictitious names under which the Company operates.
6. The names of billing agents the Company uses in place of performing the billing function itself.

G. Violations

A consumer has the right to bring a complaint against the Company if the Company provides information to the consumer that is allegedly in violation of the Company's tariffs.

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RULES (Cont'd)

Rule 9 - Rendering and Payment of Bills

- A. Subscribers' bills are issued monthly. The Subscriber will receive bills on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Each bill contains monthly recurring charges, which are billed in advance, usage charges, which are billed in arrears, and the last date for timely payment, which date will be displayed prominently on the bill. Recurring charges will be prorated in the event that the service for which the charges are made is less than 30 days.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the Company's business office or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check
- C. Subscribers' payments are considered prompt when received by the Company or its agent within 15 days of the due date. Payments will be credited within 24 hours of receipt by the Company or its agent. The due date is the date the bill is mailed, as shown by the postmark on the billing envelope, or such later date as set forth on the Subscriber's bill. A Subscriber will have 15 days from the due date to timely pay the charges stated. The last date for timely payment will be displayed prominently on the bill.
- D. However, if a Subscriber's service has been discontinued within the past 12 months or if a Subscriber incurs usage charges during a billing period which are equal to at least 200% of the amount of the Subscriber's deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Subscriber followed by written notification of such demand sent by first class mail. If the usage charges remain unpaid for five 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.
- E. Charges deemed delinquent will be subject to a late payment charge accruing at the rate of 1-1/2% per month from the due date on all delinquent amounts.
- F. A bill to end user subscribers will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls and "error file" calls (those that cannot be billed due to the unavailability of complete billing information to the Company), which shall have a five-month backbilling period. In the case of toll fraud, the backbilling limitation is eighteen months. No backbilling limitation applies to charges for inter-carrier services.

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RULES (Cont'd)

Rule 10 - Disputed Bills

In the event a Subscriber disputes the amount of a bill for the Company's service, the Company will, at the Subscriber's request, conduct an investigation and review of the disputed amount. However, the undisputed portion of the bill must be paid within 15 days of the due date or the Subscriber's service may be subject to disconnection if the Company has notified the Subscriber by written notice of such delinquency and impending termination. If after investigation and review of the bill by a manager of the Company, the dispute is unresolved and the disputed portion of the bill is not paid within 15 days of the due date, the Company will notify the Subscriber in writing:

1. That in lieu of paying the disputed bill the Subscriber may deposit within 7 days with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102, the amount claimed by the Company to be due;
2. That checks or other forms of remittance used for this purpose should be made payable to the California Public Utilities Commission;
3. That upon receipt of the deposit, the PUC will notify the Company, will review the basis of the billed amount, and will advise both parties of its findings and disburse the deposit in accordance therewith;
4. That service will not be discontinued for non-payment of the disputed bill when deposit has been made with the PUC pending the outcome of the PUC's review;
5. That failure of the Subscriber to make such a deposit within 7 days after the date upon which the notice was given will warrant discontinuance of service without further notice, provided that service will not be disconnected prior to the date shown on the bill; and,
6. That, if before completion of the PUC's review, additional bills become due that the Subscriber wishes to dispute, the Subscriber also deposit with the PUC the additional amounts claimed by the Company to be due for such additional bills before they become past due and that failure to do so will warrant discontinuance of service.

The Company will respond to the Consumer Affairs Branch's requests for information within 10 business days.

After the investigation and review are completed by the Company as noted above, if the Subscriber elects not to deposit the amount in dispute with the CAB, such amount becomes dues 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 Subscriber that the investigation and review are completed and that such payment must be made or services will be interrupted. However, the service will not be disconnected prior to the due date shown on the bill.

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RULES (Cont'd)

Rule 11 - Discontinuance and Restoration of Service

A. Discontinuance by Subscribers

1. Subscribers may discontinue service by giving the Company proper notice as specified in Rule 8, section C1. The Subscriber is responsible for payment of all charges incurred for the period during which service is rendered.
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 Subscriber.

B. Discontinuance by the Company

1. The Company may discontinue service under the following circumstances:  

Nonpayment of any sum due to the Company for service more than 15 days beyond the due date. In the event an action is brought for nonpayment, the nonprevailing party may be liable for reasonable court costs and attorney's fees as determined by the Commission or by the court.

  - (ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.
  - (iii) In accordance with the provisions of Rule 16.
  - (iv) Failure to post a required deposit or guarantee.
  - (v) In the event that acts of the Subscriber are such as to indicate intention to defraud the Company, including, without limitation, providing false credit information and fraudulently placing and receiving calls.
  - (vi) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
  - (vii) Any violation of the conditions governing the furnishing of service.
  - (viii) Prepaid services automatically terminate at the end of prepaid term unless Subscriber prepays for an additional term.
2. Notwithstanding anything in this tariff to the contrary, basic residential and single line business service will not be disconnected due to Subscriber's failure to pay for any Category III or unregulated services.

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RULES (Cont'd)

Rule 11 -Discontinuance and Restoration of Service (Cont'd)

B. Discontinuance by the Company (Cont'd)

3. The Company shall have the right to refuse to provide, or to discontinue, service without advance notice if acts of the Subscriber are such as to indicate intention to defraud the Company, including, without limitation, providing false credit information and fraudulently placing and receiving calls. Otherwise, service may be discontinued during business hours on or after the date specified in the notice of discontinuance, which date will be at least 7 days after such notice is given. Such notice shall conform to the requirements of Rule 8.0 Service will not be discontinued on a Saturday, Sunday, legal holiday, or any other day when the Company's offices are not available to facilitate reconnection of service.
4. The Company will impose a service discontinuation charge in accordance with its tariff upon discontinuation of service, other than prepaid service, by the Company under this Rule.

C Restoration of Service

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

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 12 -Information to be Provided to the Public

(M)

- A. A copy of this tariff schedule, including all cancelled pages will be available for public inspection during regular business hours at the Company's office, at 2101 Rexford Road, Suite 200E, Charlotte, NC 28211.
- B. A copy of this tariff schedule, including all cancelled pages will be available for public inspection during regular business hours at the Commission, 505 Sansome Street, Suite 900, San Francisco, CA 94111.
- C. A copy of this tariff, including all cancelled pages, will also be made available for public inspection on the Company's website, at [www.conterra.com](http://www.conterra.com).
- D. A copy of this tariff will be provided by the Company on request upon payment of a nominal fee to cover postage and copying costs.

(C)  
|  
(C)

Conterra Wireless Broadband, LLC (U-7057-C)  
2101 Rexford Road, Suite 200E  
Charlotte, NC 28211

Schedule Cal. P.U.C. CLC1-T  
Original. Cal. P.U.C. Sheet No. 26

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 13 - Continuity of Service

In the event that the Company has advance knowledge of an interruption of service for a period exceeding 24 hours, the Company will attempt to notify Subscribers in writing at least one week in advance. Credit allowances for service interruptions will be provided in accordance with Rule 15.

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Advice Letter No. 1

Issued by Stephen R. Leolou, President

Date Filed: Feb. 1, 2008

Decision No. \_\_\_\_\_

Effective Mar. 2, 2008

Conterra Wireless Broadband, LLC (U-7057-C)  
2101 Rexford Road, Suite 200E  
Charlotte, NC 28211

Schedule Cal. P.U.C. CLC1-T  
Original. Cal. P.U.C. Sheet No. 27

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 14: Temporary Service

From time to time, the Company 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.

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Advice Letter No. 1

Issued by Stephen R. Leolou, President

Date Filed: Feb. 1, 2008

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 15 - Limitation of Liability (Cont'd)

A. Liability of the Company (Cont'd)

6. Subject to section 3 of this rule, the Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:
  - a. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error occurred.
  - b. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge to the Customer for exchange service during the period the error or omission occurred.
  - c. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
  - d. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.
  
7. The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected *as* reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

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

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 15 - Limitation of liability (Cont'd)

A. Liability of the Company (Cont'd)

8. 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.
9. Subject to section 3 of this rule, the Company shall allow a credit for errors in 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 or placed through another Company operator (i.e. "0" operator) as appropriate to the call on which error occurred. For direct dialed calls, the credit will only apply if the Subscriber has exceeded the Subscriber's allowance and incurred a charge.

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Charlotte, NC 28211

Schedule Cal. P.U.C. CLC1-T  
1<sup>st</sup> Rev. Cal. P.U.C. Sheet No. 30  
Cancels Original Cal. P.U.C. Sheet No. 30

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 16 - Use of Service for Unlawful Purposes

The Company's services are furnished subject to the condition that they will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it may either discontinue or deny the services or refer the matter to the appropriate law enforcement agency. (M)

Any individual who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Subscriber relationship, maybe liable for both the tariffed cost of the service received and the Company's cost of investigation and collection as determined by a court.

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 17 - Legal Requirements for Refusal or Discontinuance of Service

California Public Utilities Commission Decision No. 91188 in Case No. 4930 requires that each communications utility operating under the jurisdiction of the PUC include the provisions of the rule set forth in Appendix "B" of that Decision as a part of the rules in the Company's tariff schedules. Accordingly, Appendix "B" of Decision 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 bylaw, 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.
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 utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the customer the utility shall promptly restore such service.

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 17 - Legal Requirements for Refusal or Discontinuance of Service (Cont'd)

4. 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.
5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or customer 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 customer may request information and 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 customer, shall provide or restore such service unless the law enforcement agency concerned shall have notified the Company 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 customer. 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 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.
8. The term ‘person,’ as used herein, includes a customer 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.
9. 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.

Conterra Wireless Broadband, LLC (U-7057-C)  
2101 Rexford Road, Suite 200E  
Charlotte, NC 28211

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Original Cal. P.U.C. Sheet No. 33

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 17 - Legal Requirements for Refusal or Discontinuance of Service (Cont'd)

For the information of the Company's Subscribers, the address of the Commission's office is as follows:

Public Utilities Commission  
Consumer Affairs Branch  
State Building  
505 Van Ness Avenue, Rm. 2003  
San Francisco, CA 94102

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Advice Letter No. 1

Issued by Stephen R. Leolou, President

Date Filed: Feb. 1, 2008

Decision No. \_\_\_\_\_

Effective Mar. 2, 2008

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 18 - Change of Service Provider

A. Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company or other carriers, or their agents, of Subscriber 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 of up to \$500 may apply for each violation of this rule.

B. Unauthorized Service Termination and Transfer

The Company 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 the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall restore the Subscriber's service to the original carrier without charge to the Subscriber. All billings during the unauthorized service period shall be refunded to the applicant or Subscriber. A penalty or fine of 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 a continuing violation shall constitute a separate and distinct offense. If the Company 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.

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 19: Service Connections and Facilities on Customer's Premises

1. Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
2. Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.
3. The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in such a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 20 - Nonpublished Service Release of Information

California Public Utilities Commission 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, 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 numbers, shall be released by telephone utilities in response to legal process or to certain authorized governmental agencies provided the requesting agency complies with the rules herein established for the release of nonpublished information.

- b. Agencies authorized to receive information:

Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.

- (1) An agency of the federal government which is lawfully authorized to:

Conduct investigations or make arrests for violations of the criminal laws of the United States; or Prosecute violations of the criminal laws of the United States;  
or

Enforce civil sanctions which are ancillary to criminal statutes; or

Conduct investigations into matters involving the national security of the United States; or

Protect federal or foreign officials; or

Protect public health and safety, or

Conduct emergency rescue operations.

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 20 - Nonpublished Service Release of Information (Cont'd)

- b. Agencies authorized to receive information: (cont'd)
- (2) Any public health agency of the State of California or of a city, county, or other local government.
  - (3) County or city 911 projects.
  - (4) State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
  - (5) Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of unpaid debts.
  - (6) California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.
- c. Procedure for release of nonpublished information to authorized agencies.
- (1) A telephone utility shall only provide nonpublished information to persons within authorized agencies who are either.  
  
Peace officers pursuant to California Penal Code Section 830 and all subsections thereof and who are lawfully engaged in a criminal investigation in their official capacity, or  
  
Health officers who are acting in their official capacity and are lawfully investigating a matter involving a serious communicable disease or life-threatening situation; or  
  
Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in b.(2) preceding; or  
  
Employees of a county or city 911 project when acting in an official capacity; or  
  
Employees of an agency listed in b.(5) preceding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 20 - Nonpublished Service: Release of Information (Cont'd)

- c. Procedure for release of nonpublished information to authorized agencies. (Cont'd)
- (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 request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.
  - (3) Nonpublished information shall also be released by a telephone 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.

- 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 utility 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.

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 20 - Nonpublished Service: Release of Information (Cont'd)

d. Notification to Customer (Cont'd)

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

If there has been a request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a customer who has previously inquired, at anytime 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 this information.

e. Exception for Health Officers

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

f. Release of Information to Interexchange Carriers

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

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 20 - Nonpublished Service; Release of Information (Cont'd)

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 using unlisted number(s) for unsolicited sales efforts.

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 21 - Credit Information and Calling Records, Release of Information

California Public Utilities Commission Decision Nos. 92860 and 93361, in Case No. 10206, require that the Commission include the provisions of the rule set forth in Appendix "B" of those decisions as a part of the rules in the Utility's tariff schedules. Accordingly, the provisions of Appendix "B" of Decision Nos. 92860 and 93361, Case No. 10206, are quoted herein, except as modified by Decision Nos. 83-06066, 83-06-073 and 83-09-061.

APPENDIX "B"

Release of Credit Information and Calling Records

a. Definitions

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

(2) Calling Records

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

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

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 21 - Credit Information and Calling Records-, Release of Information (Cont'd)

b. Release of Customer Credit Information and Calling Records (cont'd)

- (2) Upon making return to a subpoena or subpoena duces tecum, when it reasonably appears to the telephone utility that the procedures set out in Code of Civil Procedures Section 1985.3, or successor provisions, as they then exist, have been followed. The utility shall not produce the records if there has not been compliance with CCP Section 1985.3. The utility shall abide by all orders to quash, protective orders, and similar court orders which may be issued with regard to the subpoenaed credit information and calling records.

or

- (3) Upon receiving permission of the customer to release the information.

c. Deferral of Notification

- (1) Notification to the customer will be deferred, and no disclosure made for a period of 90 days, if there is 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 or records requested.
- (2) The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the customer would impede the investigation of an offense pursuant to which the subpoena or warrant was issued.
- (3) Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, by another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.
- (4) Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the customer.

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 21 - Credit Information and Calling Records-, Release of Information (Cont'd)

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

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.

e. Retention of Records

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.

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Charlotte, NC 28211

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Original Cal. P.U.C. Sheet No. 44

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 22 - Services for Deaf, Hearing-Impaired, and Disabled Subscribers

In light of the nature of the services to be provided by the Company, tariff provisions addressing the equipment and services to be provided to deaf, hearing-impaired and disabled subscribers, as well as tariff provisions regarding access to the California Relay Service, are inapplicable.

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Advice Letter No. 1

Issued by Stephen R. Leolou, President

Date Filed: Feb. 1, 2008

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Conterra Wireless Broadband, LLC (U-7057-C)  
2101 Rexford Road, Suite 200E  
Charlotte, NC 28211

Schedule Cal. P.U.C. CLC1-T  
Original Cal. P.U.C. Sheet No. 45

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 23 - 911 Emergency Service

In light of the nature of the services to be provided by the Company, tariff provisions addressing access to 911 emergency service are inapplicable.

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Advice Letter No. 1

Issued by Stephen R. Leolou, President

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 24 - Returned Check Charge

- A. If a check for payment of any deposit, advance, or charge is returned to the Company by the bank, for any reason other than bank error, a Returned Check Charge of \$25.00 will added to the amount due.
- B. If telephone service is disconnected or suspended for nonpayment as a result of a returned check, the Returned Check Charge, as well as any other applicable charges, must be paid before service will be re-established.
- C. If a check received as a deposit or advance payment to establish service is returned, establishment of service will be denied until the amount of the returned check and the Returned Check Charge is paid, or, if already connected, the service will be discontinued until the Returned Check Charge and other amounts applicable to discontinuance and reestablishment of service are paid.
- D. If a check received for prepaid service is returned prior to the end of a fully paid prepaid term, the prepaid service will automatically terminate at the end of the fully paid term unless the Returned Check Charge and the amount due for renewal of the prepaid service is paid before the end of the fully prepaid term. If a check received for prepaid service is returned after the commencement of the term for which the check was tendered, the service will be discontinued without notice. In the event prepaid service terminates or is discontinued as the result of a returned check, the service must be reestablished as a new service and all charges for establishment of new prepaid service will apply. The Customer will be liable for the amount of the Returned Check Charge, plus any unpaid charges for services rendered (recurring charges will be prorated), irrespective of whether service is reestablished.

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 25 - Customer Responsibility

1. Customer and any authorized or joint users, jointly and severally, shall indemnify and hold the Company harmless from: (1) claims, loss, damage, expense (including reasonable court costs and attorneys' fees as determined by the CPUC or the court), and liability for patent infringement arising from (i) combining with, or using in connection with facilities the Company furnished, facilities Customer, an authorized user, or joint user furnished or (ii) *use* of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control, and (2) all other claims, loss, damage, expense (including the reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability arising out of any act or omission by Customer, an authorized user, or joint user in connection with the service.
2. In addition and without limitation, Customer, authorized users, or joint users shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims, including but not limited to slander, libel, or infringement.
3. Customer is responsible for the security of all assigned access numbers and authorization codes, and for maintaining the security of its PBX equipment and all services furnished to Customer that afford remote access, dialing, call completion, and similar capabilities, including, but not limited to, DID-to-DOD Call Transfer feature and Centrex-type services. Customer shall be liable for all misdialed and fraudulent use of toll and other services furnished by Company or interconnected carriers, including without limitation, fraudulent use of such services by unknown third parties using remote access features of Customer's PBX equipment or using remote access, dialing, call completion, and similar capabilities of services furnished to Customer, including, without limitation, DID-to-DOD Call Transfer feature, and Centrex-type services, and shall be responsible for any and all calls made on its assigned access lines. Lost or stolen cards must be reported immediately. Company reserves the right to change access numbers and authorization codes upon notice to Customer.

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 26 - Discounts on Advanced Services

A. Availability of Discounts on Advanced Services (DAS)

In Decision 96-10-066, the California Public Utilities Commission (CPUC) established the California Teleconnect Fund (CTF). This program provides discounts on telecommunications services delineated herein to qualified schools, libraries, hospitals and health clinics, and community based organizations, approved by the CPUC, as described below. (T)

If state funding for the CTF is exhausted, participants will be back billed for all discounts advanced by the Utility that the Commission does not fund in accordance with rule 00.

1. Entities Qualified to Receive Discounts on Advanced Services ("DAS").

The following entities are qualified to received DAS upon approval by the CPUC.

- a. Schools. Public and non-profit schools providing elementary or secondary education, which do not have endowments of more than \$50 million dollars.
- b. Libraries. Libraries that are eligible for participation in state-based plans for funds under Title III of the Library Services and Construction Act.
- c. Hospitals and Health Clinics. Hospital district owned hospitals and health clinics, municipal and county government owned and operated hospitals and health clinics.
- d. Community Based Organizations (CBOs). Tax Exempt organizations offering health care, job training, job placement, educational instruction, or a non-profit CBO operating a community technology center engaged in diffusing technology into a local community, and training a local community that has limited or no access to the Internet and other technologies shall qualify for the discount rate for CBOs. A "tax exempt organization" shall refer to an organization described in Section 501(c) (3) or 501(d) of the Internal Revenue Code, Title 26 of the United States Code.

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 26 - Discounts on Advanced Services (Cont'd)

A. Availability of Discounts on Advanced Services (DAS) (cont'd)

2. Services Eligible for DAS

Customers that have been approved by the CPUC to participate in this program are eligible to receive discounts on the monthly recurring charges for the following services, or their functional equivalents:

- a. Measured Business Service
- b. Switched 56
- c. Integrated Services Digital Network (ISDN) Service
- d. Hicap DS 1 Service
- e. DS3
- f. Optical Carrier Network (OCN) Point to Point Service

There is no limit on the number of subsidized lines that a participation entity may have.

Detariffed and unregulated services are also eligible for discounts, pursuant to D.08-06-020.

(N)  
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(N)

Eligible participants must notify the Utility, as required by the CPUC, for which of these services they want discounts applied.

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 26 - Discounts on Advanced Services (Cont'd)

A. Availability of Discounts on Advanced Services (DAS) (cont'd)

3. Discounts Applicable to Eligible Services

a. Hospitals, Health Clinics and CBOs

Participating hospitals, health clinics, and CBOs shall be entitled to a 50% discount off the entire tariffed rates or negotiated/contract rates, whichever are lower, for services identified in 2. preceding page.

b. Schools and Libraries

Participating schools and libraries shall be entitled to a 50% discount off tariffed rates or negotiated/contract rates, whichever are lower, for services identified in A.2, preceding page 46, after first deducting the applicable E-rate discounts. The 50% discount shall be calculated as follows:

- (1) If customer has not been approved to receive E-rate discounts, whether or not an application is pending, the 50% discount will be applied to all services (eligible for DAS) after deducting a statewide average E-rate discount (determined by CPUC) from the billed amount.
- (2) If the customer has been approved to receive E-rate discounts, the 50% discount will be applied to the services after deducting the actual E-rate discount from the billed amount.
- (3) The statewide average discount is deducted from the customer's services solely for purposed of calculating the DAS discount. The statewide average discount shall be added back to the billed amount for payment by the customer. However, when the customer receives its approved E-rate benefit, the customer's account will be retroactively adjusted to reflect the approved E-rate.

The following schools and libraries shall be entitled to a 50% discount off the entire tariffed rated or negotiated/contract rates, whichever are lower, for services identified in A.2, preceding page 46, small schools as defined in Section 42283 of the Education Code, participants whose E-rate applications have been denied, and participants who subscribe to services that are ineligible for E-rate discounts.

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 26 - Discounts on Advanced Services (Cont'd)

A. Availability of Discounts on Advanced Services (DAS) (cont'd)

4. Additional Services Eligible for One-Time Installation Discount

In accordance with the CTF Administrative Letter No. 8A, entities approved to participate in DAS are eligible to receive a 40% discount on the cost of installing one new qualifying advanced service that is at 200 kilobits per second or more in both direction per location. Each of the following criteria must be satisfied:

- a. Discounts are only available to entities who are installing new, advanced services. Entities who are installing additional advanced service capabilities are not eligible for this discount.
- b. The 40% discount shall be applied to the one time non-recurring installation charge on eligible advanced services.
- d. Discounts are not available to entities that have had Advanced Telecommunications Services installed at its location prior to September 23, 2003.

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(D)

The 40% discount will be applied after any applicable E-rate discount is deducted from the installation price.

(D)  
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(D)

Pursuant to CTF, Administrative Letter No. 8A, funds for this 40% discount are limited and the Commission shall pay claims on a first come, first serve. Participants will be back billed for any discounts advanced by the Utility that are not funded by the Commission.

(D)  
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(D)

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 26 - Discounts on Advanced Services (Cont'd)

- B. Functional Equivalents The following services have been determined to be functional equivalents:

PBX Trunk - Business Access Trunk Line Service is used for customer premise equipment such as multi-line key systems of a PBX equivalent. It provides the same access to the network as a 1MB. (M)

Centrex Line - This service provides local exchange telecommunications service with access to local calling, local toll calling and long distance carrier networks and can transport low speed analog data like a 1MB.

Centrex ISDN - This service provides local exchange telecommunications service that provides an integrated voice/data communications capability for the transmission of circuit switched voice, circuit switched data and packet switched data utilizing an ISDN architecture.

Advanced Digital Network Service (ADN) - Provides end to end or end to multi-point connection which is similar to FasTrak Frame Relay DSO, and FasTrak SMDs DSO.

Synchronous Optical Network (SONET) - Ring and Access Services provide for higher bandwidths (OC-3, OC- 12, OC-48 and OC- 192) communication paths on dedicated, fiber-based, self-healing rings or as point-to-point network configurations connecting customer premises. All traffic carried on SONET is carried synchronously. See below for functional equivalents:

OC-3 is the functional equivalent to 84 DS-1 or 3 DS-3 Circuits or 155Mbps.

OC- 12 is the functional equivalent to 336 DS-1 or 12 DS-3 Circuits or 622Mbps.

OC-48 is the functional equivalent to 1344 DS-1 or 48 DS-3 Circuits or 2.4Gbps.

OS-192 is the functional equivalent to 5376 DS-1 or 192 DS-3 Circuits or 9.6Gbps.

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 26 - Discounts on Advanced Services (Cont'd)

B. Functional Equivalents (Cont'd)

The following services have been determined to be functional equivalents of Hicap DS-1 service:

IMA (Inverse Multiplexing ATM) - Provides multiple T1 (1.541v1) bandwidth to be multiplexed into a single bandwidth. Provides a way for users to access ATM at rates between the traditional DS1 and DS3 levels. It allows multiple DS is to act as a single, logical ATM connection.

Super Trunk - Super Trunk is the high-capacity trunk for PBX or similar equipment, providing increments of 24 exchange channels via Hicap delivery. Super Trunk provides T1 capacity for voice traffic. Super Trunk is a natural capacity extension of individual lines and trunks and provides fundamentally the same voice grade functionality. It is used for making and receiving voice calls.

GigaMAN (Gigabit Ethernet Metropolitan Area Network) - Used to connect gigabit Ethernet switches from one customer location to another at 1 Gbps. The GigaMAN product provides the electronics on both ends of dedicated fiber facilities enabling the interconnection between sites to take place.

The GigaMAN service is the highest speed offering in the Transparent LAN family of services, which includes 10/100 Mbps Ethernet, 4/15 Mbps token ring, FDDI and ESCON. Industry terms is "Transparent LAN Service." Transparent LAN Services provide LAN interconnection service between LANs with a native rate interface and typically connect customer locations in a Metropolitan Area Network (MAN).

OPT-E-MAN (Optical Ethernet Metropolitan Area Network) - This service is an advanced service offering networking capabilities utilizing Optical Ethernet. Optical Ethernet is the use of Ethernet LAN packets running over optical fiber. OPT-E-MAN provides an integrated service consisting of fiber transport connected to the Ethernet device capable of switching and routing. OPT-E-MAN will provide bandwidth ranging from 5 Mbps to 1 Gbps.

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 26 - Discounts on Advanced Services (Cont'd)

B. Functional Equivalents (Cont'd)

CMSE (Customized Switching Metro Ethernet) - This service is an advanced service offering networking capabilities utilizing Optical Ethernet. CSME provides an integrated service offering consisting of fiber transport connected to an Ethernet device capable of switching and routing. Customers will connect to the service using a router, bridge or switch. CMSE service provides bandwidths of 10Mbps, 100Mbps or 1 Gbps.

C. Billing

Customers will receive the discounts described in 24.A2 within two (2) billing periods of eligible services being provided.

D. Special Conditions

For any fiscal year in which the State of California budget is approved with zero funding for the California Teleconnect Fund (CTF) or for any fiscal year in which the Executive Director of the California Public Utilities Commission (CPUC) determines that the approved CTF funding level will be insufficient to reimburse the Utility for its CTF claims for the entire fiscal year, the Utility will suspend CTF discounts to qualifying Schools, Libraries, Government and District Owned Hospitals, Government and District Owned Health Clinics, and Community Based Tax Exempt Organizations. In the event of such a suspension, all services billed at CTF discounted rates will be converted to and billed at the regular tariffed or contracted rates.

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 27 - California Teleconnect Fund Surcharge

This surcharge provide the funding for the discounted advanced services provided to qualifying schools, libraries, hospitals and health clinics, and community based organizations (see Rule No. 24).

Pursuant to Resolution T-16888, a surcharge of 0/13% will be applied to all end user telecommunication intrastate services, both within a service area and between service areas. This percentage rate will take effect on January 1, 2006. This surcharge will appear on subscribers' bills as the California Teleconnect Fund Surcharge. This surcharge will remain in effect until otherwise ordered by the Commission.

The Utility shall not be liable for any and all penalties, losses or damages sustained by any carrier, or its customers, as a result of its use and concurrence of the Public Program Surcharge rates and the Commission Reimbursement Fee rate contained in the Utility's tariffs under resolution T-16901.

The Utility shall not be liable for any and all claims arising out of any act or omission by the Utility as a result of its use and concurrence of the Public Program Surcharge rates and the Commission Reimbursement Fee rate contained in the Utility's tariffs under resolution T-16901.

The Utility shall be indemnified, defended and held harmless by all carriers against any claims, loss or damage arising from a carrier's use and concurrence of the Public Program Surcharge rates and the Commission Reimbursement Fee rate contained in the Utility's tariffs under resolution T-16901.

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 27 - California Teleconnect Fund Surcharge (Cont'd)

The surcharge applies to all monthly service billed in advance and for all usage billed on or after January 1, 2006, except as noted below. The surcharge applies to all recurring and nonrecurring rates and charges for services provided under the Utility's tariff schedules, all Category III services and new or modified General Order 96-A contracts executed after September 15, 1994.

Exceptions:

- One-way Radio Paging Service
- Universal Lifeline Telephone Service (basic monthly exchange services)
- COPT Service (Partial) Coin Sent Paid
- Semi-Public Coin Box Service (Partial) Coin Sent Paid
- Public Telephone Service (Partial) Coin Sent Paid
- IntraLATA Message Toll Telephone Service (Partial) Coin Sent Paid, Coin Station Service, and Coin Person Service
- General Order 96-A Contracts executed prior to September 15, 1994
- Access charges billed to carriers that have a certificate of public convenience and necessity
- SBC Messaging Category III Services
- SBC Directory Advertising
- Services for Resale

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Competitive Local Carrier Tariff

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RULES (Cont'd)

Rule 27 - California Teleconnect Fund Surcharges (Cont'd)

The following taxes and surcharges are not revenues and should not be included:

- Surcharge to Fund California Public Utilities Commission Reimbursement Fee
- Universal Lifeline Telephone Service Surcharge
- Deaf and Disabled Surcharge
- California High Cost Fund-A Surcharge
- California High Cost Fund-B Surcharge
- California Teleconnect Fund Surcharge
- FCC Federal Subscriber Line Charge

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Competitive Local Carrier Tariff

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RATE SCHEDULES

1.0: BASIC SERVICES

A. Residential Service

The Company does not provide residential service.

Conterra Wireless Broadband, LLC (U-7057-C)  
2101 Rexford Road, Suite 200E  
Charlotte, NC 28211

Schedule Cal. P.U.C. CLC1-T  
Original Cal. P.U.C. Sheet No. 59

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Competitive Local Carrier Tariff

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RATE SCHEDULES

1.0: BASIC SERVICES

B. Business Services

The Company does not provide stand alone business service.

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Advice Letter No. 1

Issued by Stephen R. Leolou, President

Date Filed: Feb. 1, 2008

Decision No. \_\_\_\_\_

Effective Mar. 2, 2008

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Competitive Local Carrier Tariff

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RATE SCHEDULES (Cont'd)

1.0: BASIC SERVICES (Cont'd)

C. Lifeline Service

In light of the nature of the services to be provided by the Company, tariff provisions addressing Lifeline (Universal Lifeline Telephone Service) are inapplicable.

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Competitive Local Carrier Tariff

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RATE SCHEDULES (Cont'd)

1.0: BASIC SERVICES (Cont'd)

C. Service to Schools, Libraries, Hospitals, Health Clinics and Community Based Organizations

The Company primarily provides the functional equivalent of DS3 to OC3 transport and broadband services on a point-to-point basis within a school district. The Company establishes Wide Area Networks (“WANs”) to specifications as set by the Customer. Given the nature of these services and the need for flexibility to establish the WAN to customer specific needs, these services negotiated with the Customer and offered on an individual case basis. Company will negotiate with any Customer that makes a bona fide request for service.

(C)  
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(C)

Conterra Wireless Broadband, LLC (U-7057-C)  
2101 Rexford Road, Suite 200E  
Charlotte, NC 28211

Schedule Cal. P.U.C. CLC1-T  
1<sup>st</sup> Rev. Cal. P.U.C. Sheet No. 62  
Cancels Original Cal. P.U.C. Sheet No. 62

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Competitive Local Carrier Tariff

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RATE SCHEDULES (Cont'd)

2.0: MISCELLANEOUS SERVICES

Equal Access

In light of the nature of the services to be provided by the Company, tariff provisions addressing the Carrier Selection Process for Equal Access are inapplicable.

(M)

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Advice Letter No. 2

Issued by Stephen R. Leolou, President

Date Filed: Dec. 22, 2008

Decision No. \_\_\_\_\_

Effective Dec. 23, 2008

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Competitive Local Carrier Tariff

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INTERCARRIER ARRANGEMENTS

A-1 Interconnection and Termination of Local Traffic

1. Interconnection

Arrangements for interconnection by local exchange carriers and competitive local carriers with the Company's facilities will be negotiated on a case-by-case basis.

A-2 Switched Access Service

1. Description

In light of the nature of the services to be provided by the Company, tariff provisions addressing Switched Access Service are inapplicable.

Conterra Wireless Broadband, LLC (U-7057-C)  
2101 Rexford Road, Suite 200E  
Charlotte, NC 28211

Schedule Cal. P.U.C. CLC1-T  
Original Cal. P.U.C. Sheet No. 64

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Competitive Local Carrier Tariff

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Deposit Receipt

**FORMS**

*SAMPLE*

**DEPOSIT RECEIPT**

(Date)  
(Customer Name }  
(Customer Address)

re: (Customer Account Number)

Dear (Customer):

Please be advised that the Company is in receipt of your deposit in the amount of \$ (deposit amount). This deposit, less the amount of any unpaid bills for services furnished by the Company, will be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after twelve (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.

Sincerely,

Conterra Wireless Broadband, LLC

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Advice Letter No. 1

Issued by Stephen R. Leelou, President

Date Filed: Feb. 1, 2008

Decision No. \_\_\_\_\_

Effective Mar. 2, 2008

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Competitive Local Carrier Tariff

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**FORMS** (Cont'd)

Denial of Service

*SAMPLE*

**DENIAL OF SERVICE FOR FAILURE TO ESTABLISH CREDIT**

{Date}

{ Customer Name}

{Customer Address}

re: {Customer Account Number}

Dear {Customer):

Thank you for your recent application for local telephone service. Based on the credit information that you supplied in your application, we regret to inform you that you fail to meet the Company's credit standards for the establishment of service.

You may still establish local telephone service by paying a deposit. Please call our customer service department at 8XX-NXX-XXXX obtain information on the amount of the deposit that will be required.

If you have any questions regarding our application and credit approval process, please feel free to call our customer service department at the above number.

Sincerely,

Conterra Wireless Broadband, LLC

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Competitive Local Carrier Tariff

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**FORMS** (Cont'd)

Notice of Discontinuance

*SAMPLE*

**DISCONTINUANCE OF SERVICE FOR NON-PAYMENT**

{Date}  
{Customer Name}  
{Customer Address}

re: {Customer Account Number}

Dear { Customer}:

Our records indicate that your account is past due. In order to avoid any interruption in your telephone service, payment in the amount of \$ {amount} must be received by us no later than {date} . If payment in full is not received on or before that date, your service will be disconnected. In order to reconnect your service, you will be required to pay a deposit equal to two (2) month's usage, plus reconnection charges. Your local service will not be disconnected for nonpayment of Category III or other unregulated competitive services.

If you believe that the amount now overdue was billed in error, the Company will investigate the disputed amount upon written request. If, after the Company completes its investigation and review, there is still disagreement over the amount due, you may appeal the dispute as follows:

1. In lieu of paying the disputed bill, you may deposit within 7 days with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102 the amount claimed by the Company to be due.
2. Checks or other forms of remittance used for this purpose should be made payable to the California Public Utilities Commission.
3. Upon receipt of the deposit, the PUC will notify the Company, will review the basis of the billed amount, and will advise both parties of its findings and disburse the deposit in accordance therewith.
4. Service will not be discontinued for non-payment of the disputed bill when deposit has been made with the PUC pending the outcome of the PUC's review.
5. Your failure to 'flake such a deposit within 7 days after the date of this letter will warrant discontinuance of service without further notice.

Conterra Wireless Broadband, LLC (U-7057-C)  
2101 Rexford Road, Suite 200E  
Charlotte, NC 28211

Schedule Cal. P.U.C. CLC1-T  
Original Cal. P.U.C. Sheet No. 67

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Competitive Local Carrier Tariff

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LIST OF CONTRACTS AND DEVIATIONS

None

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Advice Letter No. 1

Issued by Stephen R. Leeolou, President

Date Filed: Feb. 1, 2008

Decision No. \_\_\_\_\_  
WCSR 4032751v3

Effective Mar. 2, 2008