

TEKIFY FIBER, LLC

CALIFORNIA SERVICE GUIDE

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U-7317-C

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PRELIMINARY STATEMENT

This service guide contains effective terms and rates for service offerings of Tekify Fiber, LLC (“Tekify” or “Company”). This service guide sets forth the service offerings only for communications services between points within the State of California.

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

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

Nothing in this service guide can prevent you as a customer from filing a complaint with the CPUC. If you wish to file a complaint, you may contact the CPUC through their website at www.cpuc.ca.gov, call toll free at 1-800-649-7570, or write to Consumer Affairs Branch, 505 Van Ness Ave, San Francisco, CA 94102.

SERVICE LIST AND RATES

GPON Ethernet Transport Service ("GETS")

1. Description of Service.
 - A) GPON Ethernet Transport Service ("GETS") utilizes optical technology over shared transport facilities to provide Customers with the ability to send and receive Ethernet data packets between Customer's equipment and its customer's ("End-User's") equipment. Ethernet data packets will be transmitted through the Company network without modification.
 - B) At one or more locations, Customer may order an Ethernet port, known as an "End-User Port", for interconnection with one single End-User.
 - C) Company will interconnect with Customer for the purposes of providing Customer with the ability to communicate through its multiple End-User Ports. This point of interconnection is known as an "Upstream Port".
 - D) Customer will be issued one or more private Ethernet VLAN's through which it may send and receive data between its Upstream Port and one or more End-User Ports.
2. Service Characteristics
 - A) Data transport speeds of up to 1Gbps full-duplex between End-User Ports and Upstream Ports is available.
 - B) Packet loss, latency, and data transport speeds between Upstream Ports and End-User Ports are not guaranteed and may fluctuate.
 - C) End-User Ports:
 - 1) Customer or Company-provided conversion equipment ("modem") will be placed at each End-User location for the purposes of converting from Company's optical network to a standard Ethernet network connection for End-User interconnection. Modems must be Company-approved.
 - 2) Each local Ethernet interface on a modem will be configured as an independent End-User Port. Alternatively, some modems may also include router functionality, and in these cases each local Ethernet interface may be provisioned as a local LAN port instead.
 - 3) Each End-User Port (whether provisioned on a modem, or through hybrid modem/router equipment) may only be used to deliver Customer's services to one End-User. See Limitations section below.
 - D) Upstream Ports:
 - 1) Company will specify each interconnection required for Customer to reach a given End-User Port.
 - 2) Company will specify the location of each required Upstream Port. Customer will be responsible for extending its network to the assigned Upstream Port location, or alternatively, utilizing another transport service or provider to extend their network to the assigned Upstream Port location.
 - 3) Upstream Ports will be 1Gbps electrical, 1Gbps optical, or 10Gbps optical Ethernet connections, or any technically feasible combination of these options that Company may approve in its sole discretion.
 - 4) Company will specify the port configuration at each interconnection point.
 - 5) Upstream Ports may not be transported using the GETS service.
3. Service Configuration Offerings
 - A) GETS End-User interconnection points (End-User Ports) are available in two configurations as defined here:

1) Residential Port

- (a) Only available to extend Customer's service to single-family residential dwellings.
- (b) May only provide service to the occupants of the single-family residential dwelling where the End-User Port is located or terminates into the End-User's equipment.
- (c) Customer and End-User may not share, distribute, transmit, or interconnect an End-User Port or Customer's services to/with any other entity outside of the subscribing End-User's own residential dwelling.
- (d) End-User Port speeds up to 1Gbps may be available.
- (e) Company will specify the physical demarcation location at the End-User's premises.

2) Small Business Port

- (a) Only available to individuals and businesses located within establishments containing 4,000 square feet or less of indoor space.
- (b) May only provide service to the occupants of the establishment where the End-User Port is located or terminates into the End-User's equipment.
- (c) Customer and End-User may not share, distribute, transmit, or interconnect an End-User Port or Customer's service to/with any other entity outside of the subscribing End-User's own establishment.
- (d) End-User Port speeds up to 1Gbps may be available.
- (e) Company will specify the physical demarcation location at the End-User's premises.

4. Limitations

- A) Specific limitations applicable to GETS are as follows:
 - 1) All optical services are provided on single mode optical fiber.
 - 2) Some optical services may be of a multi-wavelength nature.
 - 3) All Upstream Ports and End-User Ports must be within the State of California.
- B) Customer may only use End-User Ports to directly transport Customer's service to dwellings or business establishments where an End-User has ordered Customer's service. End-User Ports may not be used for any other purpose.
- C) Customer will prohibit End-Users from distributing, sharing, transmitting, or otherwise broadcasting services sent or received through End-User Ports to locations other than that where the End-User receives service, and to individuals or businesses not directly affiliated with End-User.
- D) The furnishing of GETS requires certain physical arrangements of equipment and facilities of the Company and other entities, and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the GETS.
- E) Customer will use GETS to serve its End Users subscribing to Customer's internet access service and/or voice over IP service for End User's own personal or internal business use. Customer will not transport cable video services and Customer will not resell the GPON Ethernet Transport Service.
- F) End-Users may not use Customer's service or GETS to host commercial applications intended for access outside of the premises.

5. Recurring and nonrecurring charges

- A) The monthly recurring rates and nonrecurring charges for GETS are as follows:

	Monthly Recurring	Non-Recurring Setup
Residential End-User Ports		
Up to 100Mbps FD	\$40.00 each	T&M
Up to 500Mbps FD	\$45.00 each	T&M
Up to 1,000Mbps FD	\$50.00 each	T&M
Small Business End-User Ports		
Up to 100Mbps FD	\$65.00 each	T&M
Up to 500Mbps FD	\$75.00 each	T&M
Up to 1,000Mbps FD	\$85.00 each	T&M
Dedicated Upstream Ports		
1Gbps Electrical	\$1,000.00 each	T&M
1Gbps Optical	\$1,000.00 each	T&M
10Gbps Optical	\$1,500.00 each	T&M

Taxes and Surcharges

1. In addition to the charges for the Company's service offerings, certain federal, state, and local surcharges, taxes, and fees will be applied. These surcharges, taxes, and fees are calculated based upon the amount billed to the end user for Company's services.

TERMS AND CONDITIONS

Definitions

1. Commission or CPUC: California Public Utilities Commission
2. Company: Tekify Fiber, LLC
3. Customer: The person, firm, corporation or other entity that orders or uses service and is responsible for payment of charges and compliance with terms of this service guide.
4. Facilities: Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under this service guide.
5. Holidays: The Company observes the following Holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.
6. Premises: A building or buildings on contiguous property, not separated by a public highway or right-of-way.

Undertaking of Company

1. The Company's services are furnished for telecommunications services originating and/or terminating in any area within the State of California.
2. The Company is a facilities-based and resale provider of telecommunications to Customers for the direct transmission and reception of voice, data, and other types of communications. Services are offered via the Company's facilities (whether owned, leased, or under contract) and may be provided in combination with resold services provided by other carriers. The Company is responsible under this service guide only for the services and facilities the Company provides hereunder.

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

Contract or Agreements

1. Contracts will be used for Individual Case Basis ("ICB") service offerings, special promotions, or special construction. The terms and conditions of each contract offering are subject to the agreement of both Customer and Company. In the event that the terms of an ICB differ from those provided in this service guide, the ICB will govern all terms and conditions applicable to the service offering.

Deposits

1. Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits may be avoided if the applicant:
 - A) Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, 'can-be-reached' number, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
 - B) A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the serving Company or another acceptable local carrier.
2. The Company may, at its sole discretion, require a deposit or usage prepayment as a condition to receiving service or additional service. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required. Deposits requirements will not be based on race, sex, creed, national origin, marital status, age, number of dependents, or physical handicap.
3. In the event the Customer fails to establish a satisfactory credit history, deposits are a form of security that may be required from Customers to ensure payment of bills.

Notices

1. Notices provided to the Customer by the Company shall be as follows:
 - A) Rate Information
 - 1) Rate information and information regarding the terms and conditions of service will be provided upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to Customers and postmarked at least 30 days prior to the effective date of the change. No Customer notice is required for minor rate increases or for rate decreases. Customers will be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service no later than the Company's next periodic billing cycle.
 - B) Discontinuance of Service Notice
 - 1) Notice by Customers
 - (a) Customers are responsible for notifying the Company of their desire to discontinue service before the date of disconnection. Such notice must be in

writing, and made no fewer than 30 calendar days prior to the requested disconnection date.

2) Notice by Company

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

- (i) The name and address of the Customer whose account is delinquent.
- (ii) The amount that is delinquent.
- (iii) The date when payment or arrangements for payment are required in order to avoid termination.
- (iv) The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
- (v) The procedure the Customer may use to request amortization of the unpaid charges.
- (vi) The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.

Rendering and Payment of Bills

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

Disputed Bills

1. Billing disputes should be addressed to Company's customer service organization via telephone to (510) 266-5800. Customer service representatives are available from 9:00AM to 5:00 PM Pacific Time. Messages may be left for Customer Services after hours or if customer service representatives are unavailable. Messages will be answered on the next business day.
2. The undisputed portion of the bill must be paid by the due date (no sooner than 15 days of the date of presentation) shown on the bill or the service will be subject to disconnection if the

Company has notified the customer by written notice of such delinquency and impending termination.

Cancellation of Service by Company

1. The Company may discontinue service under the following circumstances:
 - A) Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees as determined by the CPUC or by the Court; or
 - B) In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, the public or to employees of the utility; or
 - C) By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
 - D) If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
 - E) For unlawful use of the service or use of the service for unlawful purposes; or
 - F) When service is used in violation of Company's terms and conditions, as applicable;
 - G) Failure to post a required deposit or guarantee; or
 - H) A violation of, or failure to comply with, any regulation or condition governing the furnishing of service; or
 - I) If the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services; or
 - J) When necessitated by conditions beyond its control; or
2. Restoration of service
 - A) The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. Company reserves the right to charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the applicable non-recurring fee will be charged.

Cancellation of Service By Customer

1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation provided, however, Customer may not cancel any individual service prior to the expiration of its initial service term.
2. Customer is responsible for charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
3. Any Company expenditures shall be borne by the Customer if:
 - A) The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 - B) Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and

- C) Based on an order for service and construction has either begun or has been completed, but no service provided.

Prorating of Bills

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

Privacy

1. Company is restricted from releasing nonpublic Customer information in accordance with PU Code Sections 2891, 2891.1, and 2893. For each new Customer, and on an annual basis for continuing Customers, Company shall provide in writing a description of how the carrier handles the Customer's private information and a disclosure of any ways that such information might be used or transferred that would not be obvious to the Customer. Company is subject to the credit information and calling record privacy rules set forth in Appendix B of Decision Nos. 92860 and 93361, except as modified by Decision Nos. 83-06-066, 83-06-073, and 83-09-061.

Use of Service

1. Use of any Company service for any unlawful purpose, in contravention of the applicable regulations, rules and/or applicable service terms and conditions is expressly prohibited. Fraud, abuse and misuse of any Company service are prohibited.
2. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including without limitation, providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

Limitations of Service

1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this service guide. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.
2. Company reserves the right to discontinue furnishing the service upon its written notice, when necessitated by conditions beyond its control or when Customer is using the service in violation of the provisions of the service guide, or in violation of the law.
3. Title to all facilities provided by Company under these regulations remains in Company's name.
4. Except as expressly stated herein, Company makes no warranty to Customer or any other party for any work, materials, inside wire, or entrance facilities at the installed facilities. Company expressly disclaims any warranty of merchantability or fitness for a particular use, and Company has no responsibility to maintain, update, repair, replace, de-install, or remove installed facilities.
5. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this service guide, except that the Company will serve all locations within 300 feet of its facilities, provided that the Company can obtain reasonable access to the Customer's demarcation point. Beyond the 300 feet service requirement, the Company may

decline applications for service to or from a location where the necessary facilities or equipment are not available.

6. Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this service guide, shall not be liable for errors in transmission or for failure to establish connections.
7. Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards.
8. Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered until the indebtedness is satisfied.
9. Company does not warrant its Services to be free of defects. Company will repair defects on a best-effort basis. No guarantees are provided regarding reparability, expected repair times, or outage durations.

Interconnection

1. Service furnished by Company may be interconnected with services or facilities of other authorized communications providers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs or service offerings. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

Liability of the Company

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

Measurement of Service

1. Charges for service are without regard to mileage.

Responsibilities of the Customer

1. The Customer is responsible for: placing any necessary service orders; complying with service terms and conditions; for assuring that End Users comply with these service terms and conditions, as applicable.
2. The Customer is responsible for arranging access to the premises, and any End-User's premises, at times mutually agreeable to Company, End-User, and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
3. The Customer is responsible for maintaining its terminal equipment and facilities in goodoperating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at the Customer's premises or any End User's premise.

Special Construction

1. Special construction charges apply where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's service guide. Charges will bebased on the costs incurred by the Company (including return) and may include:
 - A) non-recurring charges;
 - B) recurring charges;
 - C) termination liabilities; or
 - D) combinations of the above.
2. Information regarding availability of suitable facilities for a Service may not be known until after the order is placed with Company or the underlying service provider, or after initial special construction charges have been identified and paid. The Customer may be notified that additional special construction charges apply to the order. No facilities construction will begin until the Customer has agreed in writing to pay the special construction charges initially identified. If Customer does not agree to pay the special construction charges, either upon the initial notification or upon being notified of any subsequent changes in the special construction charges, the order for the Service giving rise to such special construction charges will be considered cancelled (and, where such Service has been ordered for the express purpose of being connected to another Company Service, Customer may also cancel its order for such other Company Service). In such a case, Company will not charge Customer a cancellation charge or early termination charge, unless the underlying service provider charges Company a cancellation charge. If Customer does agree to pay the special construction charges and thereafter cancels the order for the Service (other than as a result of being notified of subsequent changes to the special construction charges), a cancellation charge will apply, which shall include (in addition to any amounts otherwise payable on account of such cancellation) all non-recoverable costs incurred by Company for the special construction.