

NEXTG NETWORKS OF CALIFORNIA, INC.

CALIFORNIA SERVICE GUIDE

NextG Networks of California, Inc.
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PRELIMINARY STATEMENT

This service guide contains effective terms and rates for service offerings of NextG Networks of California, Inc. (“NextG” 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 service and interexchange 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.

1.0 SERVICE LIST AND RATES

1.1: RF Transport Services

1. RF Transport Service

(A) Description of Service.

- (1) RF Transport Services utilize optical technology, including multi-wavelength optical technology over dedicated transport facilities to provide Customers with links to radiate RF coverage.
- (2) RF Transport Services connect Customer-provided wireless capacity equipment to Customer-provided or Company-provided bi-directional RF-to-optical conversion equipment at a hub facility. The hub facility can be Customer or Company-provided. The conversion equipment allows the Company to accept RF traffic from the Customer and then send bi-directional traffic transmission across the appropriate optical networks. At the remote end, Customer or Company provided RF-to-optical conversion equipment allows bi-directional conversion between optical signals and RF signals. RF signals can be received and radiated at this remote node. Hence the Company provides optical transit services for RF signals.
- (3) The furnishing of RF Transport Services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the RF Transport Services.
- (4) Specific limitations applicable to RF Transport Services are as follows:
 - (a) All optical services are provided on single mode optical fiber.
 - (b) Some optical services may be of a multi-wavelength nature.
 - (c) Current wireless standards limit the distance between a hub site and a remote node to 20km.
 - (d) The optical loss between a hub site and a remote node must not exceed 18 dB.

(B) Recurring and nonrecurring charges

- (1) The monthly recurring rates and nonrecurring charges for RF Transport Services are as follows:

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Description	Fee per Segment
Nonrecurring connection charge	\$100,000
Monthly recurring charge	\$15,000

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

(C) Minimum Term.

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

1.2: Business Exchange Service

The Company does not presently offer Business Exchange Service. If the Company elects to provide Business Exchange Service in the future, it will do so in accordance with all applicable local, state and federal rules and requirements.

1.3: 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 intrastate services.

2.0 TERMS AND CONDITIONS

2.1: Definitions

1. Commission or CPUC: California Public Utilities Commission
2. Company: NextG Networks of California, Inc.
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, Christmas Day.
6. Premises: A building or buildings on contiguous property, not separated by a public highway or right-of-way.

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

2.3: 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

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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.

2.4: Deposits

1. 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.
2. 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.

2.5: 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 on or before the date of disconnection. Such notice must be in writing.
 - (2) Notice by Company
 - (a) Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Customer not less than 7 calendar days prior to termination. Each notice will include all of the following information:
 - (i) The name and address of the Customer whose account is delinquent.

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- (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.

2.6: Rendering and Payment of Bills

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

2.7: Disputed Bills

1. Billing disputes should be addressed to Company's customer service organization via telephone to (408) 719-8510. Customer service representatives are available from 8:30 AM to 5:00 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.

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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.

2.8: 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) Failure to post a required deposit or guarantee; or
 - (G) A violation of, or failure to comply with, any regulation or condition governing the furnishing of service; or
 - (H) 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.
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.

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2.9: Cancellation of Service By Customer

1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation provide, however, Customer may not cancel RF Transport Services prior to expiration of the initial five (5) year 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 non-recoverable cost of Company expenditures shall be borne by the Customer if:
 - (A) The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 - (B) Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - (C) Based on an order for service and construction has either begun or has been completed, but no service provided.

2.10: Credit Establishment

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.

2.11: Prorating of Bills

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

2.12: 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

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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.

2.13: Use of Service

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

2.14: 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.

2.15: 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.

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2.16: 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 Local Loop Demarcation Point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
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.
5. Loss Arising From Non-Delivery of Written Messages
 - (A) The Company shall be liable for loss or damage that may occur in the course of the employment of any messenger not to exceed twenty-times the charge for such messenger service, and shall be liable for loss or damage that may occur in the transmission of any message over its lines not to exceed the amount received for sending same.

2.17: Measurement of Service

1. Charges for service are without regard to mileage.

2.18: Responsibilities of the Customer

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

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2. The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
3. The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at the Customer's premises.

2.19: 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 be based 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.