

Spectrotel, Inc.
d/b/a OneTouch Communications
d/b/a Touch Base Communications
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

California Price List
Original Title Sheet

Effective: August 1, 2019

COMPETITIVE LOCAL CARRIER

Price List Schedule Applicable to
COMPETITIVE LOCAL CARRIER SERVICES

of

Spectrotel, Inc.

d/b/a OneTouch Communications

d/b/a Touch Base Communications

U-6927-C

Applying to Provide Facilities Local Exchange Telecommunications Services Between
Points in the State of California and Containing Rates, Rules and Regulations Governing
Service.

COMPETITIVE LOCAL CARRIER

CHECK SHEET

Pages of this price list, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original price list and are currently in effect as of the date on the top of this page.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
Title	Original	30	Original	60	Original
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* - indicates those pages included with this filing

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COMPETITIVE LOCAL CARRIER

PRICE LIST FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially, however, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- C. Paragraph Numbering Sequence - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.(A).
 - 2.(A).1
 - 2.(A).1.(a).
 - 2.(A).1.(a).1.
 - 2.(A).1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).

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COMPETITIVE LOCAL CARRIER

PRELIMINARY STATEMENT

This price list sets forth the rates and rules of Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications, applicable to its provision of competitive local exchange service within the State of California to Customers located in exchange areas served by AT&T California and Frontier.

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

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC and its provision of local exchange services throughout the State of California.

APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate communications services by Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications to residential and business customers within the State of California.

This price list applies only for the use of the Company's services for local exchange communications between points within the State of California.

AVAILABILITY OF THE COMPANY'S PRICE LIST

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

Spectrotel, Inc.
d/b/a OneTouch Communications
d/b/a Touch Base Communications
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753
Toll Free: 888-773-9722

The price list is posted at the Company's website at: www.spectrotel.com

COMPETITIVE LOCAL CARRIER

EXPLANATION OF SYMBOLS

- (C) - To signify changed listing, rule, or condition which may affect rates or charges.
- (D) - To signify discontinued material, including listing, rate, rule or condition.
- (I) - To signify increase.
- (L) - To signify material relocated from or to another part of the price list schedules 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 a change in wording of text but not change in rate, rule or condition.

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COMPETITIVE LOCAL CARRIER

SERVICE AREA MAP

The Company has been authorized by the CPUC to provide facilities competitive local exchange service within the areas of the State of California identified on the following map, which depicts the combined service areas of Pacific Bell and Verizon California as shown on the CPUC Telephone Exchange Map revised 2/94.



COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 1: Service Charges

1. Service Order and Change Charges

A. General

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

New Installation Charge - applies to requests for initial connection or establishment of telephone service to the Company. This charge applies to each line installed.

Technician Dispatch Charge - applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to move, add, change or install service, or to isolate a problem reported to the Company which cannot be handled remotely. This charge also applies when the Customer fails to meet the Company agent or employees for the prearrangement appointment as requested.

Service Order Change Charge - applies to work associated with Customer-requested changes to existing services, including adding or deleting line features. One Service Order Change Charge applies for each change order requested by the Customer. If multiple changes are requested by the Customer and occur on the same order, only one charge applies.

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COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 1: Service Charges, (Cont'd.)

1. Service Order and Change Charges, (Cont'd.)

B. Rates

AT&T Territory

	<u>Residence</u>	<u>Business</u>
Line Connection Charge, per Line:	\$30.00	\$65.00
Service Change Charge, per Order:	\$14.00	\$28.00
Suspension of Service	\$19.00	\$28.00

Frontier Territory

	<u>Residence</u>	<u>Business</u>
Line Connection Charge, per Line:	\$35.00	\$35.00
Service Change Charge, per Order:	\$15.00	\$15.00
Suspension of Service	\$19.00	\$28.00

C. Premises Visit Charge

Premises Visit Charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. The charge applies in addition to the Technician Dispatch Charge.

Premises Visit Charge, 1 st 15 minutes	\$32.00
Additional 15-minute increments	\$11.00

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COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 1: Service Charges, (Cont'd.)

2. Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Price List.

AT&T Territory

	<u>Business</u>	<u>Residence</u>
Restoration, per line:	\$38.00	\$19.00

Frontier Territory

	<u>Business</u>	<u>Residence</u>
Restoration, per line:	\$38.00	\$19.00

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COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 1: Service Charges, (Cont'd.)

3. Primary Interexchange Carrier Change Charge

The Customer will incur a charge each time there is a change in the long-distance carrier associated with the Customer's line after the initial installation of service.

Per business or residence line, trunk, or port	
Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

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COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 1: Service Charges, (Cont'd.)

4. Miscellaneous Charges

Return Check Charge - Applies each time a check or other payment type is submitted by the Customer to the Company that a bank or other financial institution refuses to honor.

Return Check Charge: \$25.00

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service

1. General

Local exchange, intraLATA and interLATA services are offered to business and residential Customers, where technically and economically feasible, and are available on a presubscription basis from equal access originating end offices only. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week.

A. Application of Business and Residential Rates

- .1 The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.
- .2 Business rates apply at the following locations, among others:
 - (a) In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
 - (b) In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
 - (c) In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
 - (d) In any residence location where there is substantial business use of the service and the customer has no service at business rates.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

1. General, (Cont'd.)

A. Application of Business and Residential Rates, (Cont'd.)

.3 Residence rates apply at the following locations, among others:

- (a) In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the customer and listings of a business nature are not furnished.
- (b) In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the customer has service charged for at business rates another location.

2. Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services

A. General

Local exchange service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's Local Calling Services and other Services as set forth in this price list;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to the Company's operators and business office for service-related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired.

Local exchange service cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch. Each local exchange service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line local exchange services are comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the offering selected by the Customer.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

B. Residential Local Exchange Service

Flat Rate Residential Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Flat Rate Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Flat Rate Local Exchange Service includes unlimited local exchange calling per month. All service is available on a term commitment basis only.

Long distance and intraLATA toll usage will be billed at per-minute rates, as found in Section 8 of this rate sheet.

.1 Basic Unlimited Residential Local Exchange Service includes unlimited local exchange calling per month, as well as 4 calling features from the following list:

- Call Waiting
- Caller ID – Number Only
- Caller ID – Name Only
- Caller ID Name and Number
- Call Waiting ID
- Call Forwarding
- Call Forwarding Busy
- Call Forwarding No Answer
- Call Forwarding Busy & No Answer
- 3-Way Calling
- Automatic Callback (*69)
- Repeat Dialing (*66)

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

B. Residential Local Exchange Service, (Cont'd.)

.2 Premium Unlimited Residential Local Exchange Service includes unlimited local exchange calling per month, as well as Caller ID and 5 calling features from the following list:

- Call Waiting
- Call Waiting ID
- Call Forwarding
- Call Forwarding Busy
- Delayed Call Forwarding (No Answer)
- Call Forwarding Busy & No Answer
- Select Call Forwarding
- 3-Way Calling
- Automatic Callback (*69)
- Repeat Dialing (*66)
- Distinctive Ring
- Priority Ringing
- Call Screening
- Speed Calling 8

.3 Rates

RATE GROUP	SERVICE TYPE	SERVICE TYPE
	Basic Unlimited Residential Local	Premium Unlimited Residential Local
All Rate Groups – MRC	\$19.95	\$25.95

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

C. Home Free Package

The Home Free Package of services is available to individual residential line customers. The Home Free Package contains the following services: Unlimited Voice Local Calling, Unlimited Voice intraLATA Toll Calling, Call Waiting, Caller ID (with Name) or Call Waiting ID with Name, Anonymous Call Rejection, 3-Way Calling, and Directory Listing. Additional features are available individually at rates exclusive to Home Free Package subscribers.

The Home Free Package includes a blocking service that restricts access to discretionary services. The blocked prefixes are 540, 550, 551, 700, 900, 910, 920, 970, and 977. Subscribers may request unblocking of these prefixes at any time.

Package rate applicable per telephone line, up to 3 lines per residence. Customers with an existing business classification are not eligible for this product. The Company will not allow business customers to change classification to purchase this product. Lifeline customers are not eligible for this service.

This product is intended for residential voice service only. Internet use is considered data service. Monthly local and intraLATA usage in excess of 5,000 minutes is considered Internet usage and will be charged \$0.04 per minute for usage in excess of 5,000 minutes per month.

Unlimited local calling does not include per use features such as Directory Assistance calls, surcharges for *69, repeat dial, 3 way calling, call trace, Directory Assistance Call Completion, Interrupt, Verification, Operator Services, 500, 900, Follow-Me and other Information Services.

At the time of service connection, the customer will retain their existing eligible calling features at the Home Free per feature rate.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

C. Home Free Package (Cont'd)

.1 Recurring and Nonrecurring Charges

Nonrecurring charges and service order charges apply, as described in Section 4.3.1 of this rate sheet. Charges for each Home Free Package line include a monthly recurring charge and applicable usage charges.

AT&T Territory

Monthly Recurring Charges (All Rate Groups): \$34.95
Home Free Package Features:

	<u>Per Line, Per Month</u>
Call Forwarding	\$0.99
Call Forward Busy	\$0.99
Call Forward No Answer	\$0.99
Call Forward Busy/No Answer	\$0.99
Distinctive Ring 1	\$0.99
Distinctive Ring 2	\$0.99
Repeat Dialing (*66)	\$0.99
Automatic Callback (*69)	\$0.99
Speed Dial 8	\$0.99
Speed Dial 30	\$0.99
Per Call Blocking	\$0.99
Remove Call Blocking	\$0.99

Frontier Territory

Service is not yet available to Customers located in Frontier territory.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

D. Business Local Exchange Service

Business Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

There are 3 service options:

.1 Basic Measured/Minute Business Line Service

Basic Measured/Minute Business Line Service provides business customers with local calling service where local calls are billed on a per-minute of use basis. Basic Measured / Minute Service is only offered to Customers served from Central Offices that have both the capability and capacity to offer such service.

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1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

D. Business Local Exchange Service, (Cont'd.)

.2 Flat Rate Local Service

Flat Rate Local Service provides business customers with unlimited local calling only. IntraLATA Toll and Long-Distance usage will be billed at per-minute rates, as found in Schedule 4 of this price list. Flat Rate Local Service includes Touch Tone. Flat Rate Local Service is only offered to Customers served from Central Offices that have both the capability and capacity to offer such service.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

D. Business Local Exchange Service, (Cont'd.)

- .3 Flat Rate Local Business Full Feature Pack
Flat Rate Local Business Full Feature Pack provides business customers with unlimited local calling and any combination of the following features at no additional cost;

Caller ID
Caller ID with Name & Number
Call Waiting
Call Forward Variable
Remote Access to Call Forward Variable
Three-Way Calling
Repeat Dialing
Speed Dial 8
Speed Dial 30
Ringmaster/Distinctive Ring

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Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

D. Business Local Exchange Service, (Cont'd.)

.4 Rates

AT&T Territory

Local Usage – Measured/Minute Day Rate	SERVICE TYPE	
	<u>Local Calls</u>	<u>ZUM Zone 3 Calls</u>
Initial Minute	\$0.0250	\$0.0590
Additional Minute	\$0.0180	\$0.0590
Evening/Night Rate		
Initial Minute	\$0.0180	\$0.0590
Additional Minute	\$0.0180	\$0.0590

IntraLATA Toll Usage – Per MOU See Schedule 4 See Schedule 4

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1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

D. Business Local Exchange Service, (Cont'd.)

5. Pricing

AT&T Territory
EXCHANGE

SERVICE TYPE

	Measured <u>Service</u>	Flat Rate <u>Local Service</u>	Flat Rate Local Full Feature <u>Pack Service</u>
All Exchanges	\$35.95	\$36.95	\$39.95
Touch Tone	Included	Included	Included
Line Hunting	Included	Included	Included
Local Usage	See Schedule 2	Included	Included
IntraLATA Toll Usage, Per MOU	See Schedule 4	See Schedule 4	See Schedule 4

Frontier Territory
EXCHANGE

SERVICE TYPE

	Measured <u>Service</u>	Flat Rate Local <u>Service</u>	Flat Rate Local Full Feature <u>Pack Service</u>
Zone 1	\$20.00	\$22.00	\$38.00
Zone 2	\$27.00	\$29.00	\$45.00
Touch Tone	Included	Included	Included
Local Usage	See Schedule 2	Included	Included
IntraLATA Toll Usage, Per MOU	See Schedule 4	See Schedule 4	See Schedule 4

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

E. Business PBX Trunk Service

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network. An optional per trunk Hunting feature is available for Customers that routes a call to the next idle trunk in a prearranged group.

PBX Trunks are available as Inward, Outward or Two-Way combination trunks where services and facilities permit. PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges.

Recurring charges for PBX Trunk Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Monthly Recurring and Usage Sensitive Charges for Business PBX Trunk Service are specified below. Service Charges and Surcharges for Business PBX Trunk Service are listed in Section 4 of this price list under business rates. Long distance usage will be billed at per-minute rates, as found in Schedule 4 of this price list.

There is 1 service option:

- .1 Basic Measured/Minute Business PBX Trunk Service
Basic Measured/Minute Business Line Service provides business customers with local calling service where local calls are billed on a per-minute of use basis. Basic Measured / Minute Service is only offered to Customers served from Central Offices that have both the capability and capacity to offer such service.

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COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

E. Business PBX Trunk Service, (Cont'd.)

.3 Rates

AT&T Serving Areas	Basic Measured/Message or Measured Minute Business PBX Trunk
All Exchanges	\$35.95

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COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

E. Business PBX Trunk Service, (Cont'd.)

.3 Rates, (Cont'd.)

AT&T Serving Areas, (Cont'd.)

Local Usage – Measured/Minute	SERVICE TYPE	
	<u>Local Calls</u>	<u>ZUM Zone 3 Calls</u>
Day Rate		
Initial Minute	\$0.0250	\$0.0590
Additional Minute	\$0.0180	\$0.0590
Evening/Night Rate		
Initial Minute	\$0.0180	\$0.0590
Additional Minute	\$0.0180	\$0.0590

IntraLATA Toll Usage – Per MOU	See Schedule 4	See Schedule 4
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COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

F. Direct Inward Dialing (DID) Service

Direct Inward Dialing (“DID”) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer’s location. DID service require special PBX software and hardware not provided by the Company. Such hardware and software are the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and nonrecurring charges for PBX Trunks as shown in this price list.

Rates

AT&T Territory

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
First 200 DID Numbers		
100 DID Numbers	\$345.00	\$38.50
Over 200 DID Numbers		
100 DID Numbers	\$59.95	\$38.50
20 DID Numbers	\$129.00	\$12.95
Change Charge		
To Add or Remove Numbers Within a DID Number Block	\$115.00	\$0.00
<u>DID Service</u>		
Each Trunk	\$20.00	\$6.95

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

G. Centrex Service

.1 General

Centrex Service is a central office-based PBX service offered to business Customers. Standard pricing plans are offered to Customers with two (2) or more station lines. Centrex configurations and/or features not contained in this Section are offered on an individual case basis, subject to the availability of equipment and facilities necessary to provision the service on a continuing and economically feasible basis. The minimum term commitment for Centrex Service is one (1) month.

.2 Regulations

.a Basic Centrex Service is available to Customers served from a compatible central office where adequate facilities are available. A system must have a minimum of two (2) service lines.

.b The Customer is responsible for notifying the Company thirty (30) calendar days prior to the termination of service.

.c One free Directory Listing is provided with each Centrex Service system. Additional listings are available at rates specified under Directory Listing Services elsewhere in this rate sheet.

.3 Centrex Basic Lines

Basic Lines provide intercommunication on a two-digit basis (activated by dialing the appropriate, pre-programmed intercom code for an associated line (Station To Station Dialing)) in addition to direct access to (Direct Outbound Dialing (DOD)) and from (Direct Inward Dialing (DID)) the exchange network without the assistance of an attendant. Centrex Lines are assigned a 10-digit telephone number and are provided with DOD and DID capability.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

G. Centrex Service. (Cont'd.)

.3 Centrex Basic Lines, (Cont'd.)

Centrex Lines can be provided with the following Line Class arrangements:

- .a Unrestricted - An arrangement that has no restrictions on either incoming or outgoing calling.
- .b Partially Restricted Originating - An arrangement that restricts a Centrex Line to only receive local and Long Distance calls, and to make/receive calls to/from other stations in the system.
- .c Fully Restricted - An arrangement that allows intercom-only calling for the Basic Line user.
- .d 700/900/976 Restricted (Originating) - An arrangement which denies the Basic Line user the ability to make outgoing calls to 700/900/976 numbers.

There are two types of Centrex Lines:

- a. Basic Centrex Lines – There is a 2-line minimum and Basic Centrex Lines allow the customer to place an outbound telephone call without first dialing an access code (e.g., 9) (also known as Assume Dial-9 – No Access Code Dialing). Station-to-Station Intercom Dialing is not available for Basic Centrex Lines. Basic Centrex Lines are only available on a Month-to-Month basis.
- b. SpectroFlex Centrex Lines – There is a 2-line minimum and SpectroFlex Centrex Lines allow Station-to-Station Intercom dialing. SpectroFlex customers must first dial 9 before attempting to dial a telephone number outside of their SpectroFlex Centrex system. SpectroFlex Centrex Lines are available on a month-to-month, 1, 3, and 5-Year term basis.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

G. Centrex Service. (Cont'd.)

.4 Standard Features

Basic Centrex and SpectroFlex Centrex Line standard features are provided where facilities permit. All Basic and SpectroFlex Lines are equipped with the features as indicated below, but the Customer may choose not to activate all features. The Basic or SpectroFlex Line rates apply regardless of the number of features activated by the Customer.

- a. Call Forwarding - Busy Line - Permits the routing of incoming calls to another specified line of the system if the intended line is in use. With this arrangement, more than one (1) station line can forward to a common station line.
- b. Call Forwarding - Don't Answer - Permits the routing of incoming calls to another specified line of the system if the intended line is unanswered after approximately three (3) ringing cycles.
- c. Call Forwarding - Variable - All Calls: Permits a station user to have incoming calls automatically transferred to another line of the system, or to a line outside the system, for temporary periods. The feature is activated by dialing a code, followed by the line number to which the calls are to be forwarded. The feature is deactivated by dialing another code. Reminder Ring provides for a distinctive ringing signal to be provided to the Call Forward - Variable line at the time the call is forwarded.
- d. Call Hold - Permits an in-progress call to be held for extended period in order that another incoming call on another line may be answered.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

G. Centrex Service. (Cont'd.)

.4 Standard Features

- a. Call Pickup - Permits a line user to answer incoming calls to another line within the Centrex System by dialing a special access code.
- b. Call Transfer - Permits a station user to transfer a call to another line either within or outside of the system.
- c. Station Line Hunting - Permits station lines to be arranged in groups so that calls to a busy line in a group will be completed to another line in the group that is not busy.
- d. Three Way Calling - Permits a station user to establish a 3-way conference by placing an in-progress call on hold, through operation of the switchhook, and then dialing another call. By again operating the switchhook, the station user can connect the two calls.
- e. Touch Tone - All Centrex Lines are equipped for Touch Tone Calling.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

G. Centrex Service. (Cont'd.)

.5 Optional Features

Optional features are offered with each Centrex Service Plan in addition to the Standard Features shown in H.4 preceding. Optional features are provided where facilities are available and consist of the following:

- a. Call Waiting – Terminating - Permits all incoming calls on lines already in use to be "announced" by a short burst of tone (audible only to the called party) and automatically completed upon termination of the in-progress call, or if the in-progress call is placed on Call Hold. This service can be provided for calls originating outside the system or for all calls. Tone Block allows a station user to temporarily deactivate Call Waiting prior to initiating a call or during a call-in progress. The Call Waiting will be automatically reactivated when the call or call attempt is terminated.
- b. Common Intercept - Permits incoming exchange calls to unassigned and/or non-working lines to be intercepted by a standard announcement which informs the calling party that the called number is not in service. Intercommunication calls to unassigned station lines will be intercepted by a standard central office recorded announcement for system calls. This announcement will provide a common message that the number is not in service with advice that the in-house directory should be consulted.
- c. Centrex Automatic Callback - Permits an originating Basic Centrex line user who attempts an intercommunication call to a busy Basic Centrex line to automatically be connected to that line when both called and calling lines become idle, by dialing an activation code. Automatic Callback Calling will only operate for intercommunication calls between lines of the same system. This feature can be canceled by the originating station user dialing a deactivation code.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

G. Centrex Service. (Cont'd.)

.5 Optional Features, (Cont'd.)

- d. Directed Call Pickup - Provides the ability for a call directed to a station line to be answered by any other station user by dialing a code number followed by the station line number. This feature offered with or without Barge-In as follows:
 - i With Barge-In - If the call has already been answered, a burst of tone is applied to alert the answering party of the impending presence of a third party. The third party is then bridged into the existing connection.
 - ii Non-Barge In - If the call has already been answered, the station user who dialed the access code receives a busy tone.
- e. Inside/Outside Ringing - Permits the station user to identify the source of incoming calls by a unique ringing pattern.
- f. Night Service - Permits the routing of calls normally directed to the attendant to be directed to pre-selected lines within the system.
- g. Speed Dial – Single Digit - Permits the user to make calls to frequently dialed numbers by using a single-digit dialing code. A Customer-programmable list (eight (8) numbers) is provided per line.
- h. Speed Dial – Two Digit: Permits the user to make calls to frequently dialed numbers by using a two-digit code. A Customer-programmable list (thirty (30) numbers) is provided per line.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

G. Centrex Service. (Cont'd.)

.5 Optional Features, (Cont'd.)

- .i Trunk Answer Any Station - Permits any station user to answer an incoming exchange network call directed to the main listed number by dialing a code.
- .j Uniform Call Distribution - UCD with Queuing - Permits the station user to receive more calls than the multi-line hunt group is designed to handle. This is accomplished by providing the Customer with one queue slot.
- .k The following features are also available with Centrex Lines: Automatic Callback, Repeat Dialing, Caller ID – Number Only, and Caller ID with Name. Refer to Section 7.1 for descriptions and rates for these Optional Features.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

G. Centrex Service. (Cont'd.)

6. Monthly Recurring and Local Usage Charges:

- a. The following rates apply to all Centrex Service lines provided by the Company, regardless of the number required by the Customer. Charges for monthly usage options apply in addition to the charges for Centrex Service lines. Long distance usage will be billed at per-minute rates, as found in Schedule 4 of this rate sheet.
- b. Monthly recurring charges and Local Usage Charges per Individual Centrex Service line apply as follows:

	Basic Centrex Lines	SpectroFlex Centrex Lines
Month-to-Month		
All Exchanges	ICB	ICB
1 Year Term	N/A	ICB
3 Year Term	N/A	ICB
5 Year Term	N/A	ICB

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COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 2: Local Exchange Service, (Cont'd.)

3. Local Exchange Services, (Cont'd.)

G. Centrex Service. (Cont'd.)

6. Monthly Recurring and Local Usage Charges:

Local Usage – Measured/Minute	SERVICE TYPE	
	<u>Local Calls</u>	<u>ZUM Zone 3 Calls</u>
Day Rate		
Initial Minute	\$0.0250	\$0.0590
Additional Minute	\$0.0180	\$0.0590
Evening/Night Rate		
Initial Minute	\$0.0180	\$0.0590
Additional Minute	\$0.0180	\$0.0590
IntraLATA Toll Usage – Per MOU	See Schedule 4	See Schedule 4

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 3: Custom Calling Features

1. General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

2. Description of Features

Call Forwarding Variable – Automatically routes incoming calls to a predetermined telephone number

Call Forward Busy – Automatically routes incoming calls to a predetermined telephone number when the called line is busy.

Delayed Call Forwarding - Routes incoming calls to a predetermined telephone number after a customer-designated number of rings.

Busy Call Forwarding-Extended - Routes incoming calls to a number outside the Customer's local Central Office.

Select Call Forwarding - Allows the Customer to automatically forward calls from up to ten (10) preselected numbers to another telephone number and to restore it to normal operation at their discretion.

Remote Access to Call Forwarding - Allows the Customer to activate and deactivate their Call Forwarding feature and to change their forwarded to number from a location other than where their service is located.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 3: Custom Calling Features, (Cont'd.)

2. Description of Features, (Cont'd.)

Call Waiting – Signals the Customer with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting ID - Displays the name and telephone number of an incoming caller on a display device while Customer is on another call.

3 – Way Calling – Allows the Customer to add a third party to an existing conversation.

Speed Calling 8– Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

Speed Calling 30– Allows the Customer to dial an abbreviated code to originate a call to any of 30 programmed telephone numbers.

Call Return (*69) – Allows the Customer to return a call to the last incoming call whether answered or not.

Repeat Dialing – Automatically redials a busy number for up to 30 minutes until line is available.

Call Screening – Automatically rejects calls from a specified list of numbers or from the incoming number.

Caller ID – Provides for the display of the calling party name and telephone number on Caller ID compatible customer premises equipment.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 3: Custom Calling Features, (Cont'd.)

2. Description of Features, (Cont'd.)

Caller ID Blocking - Allows Customers to have the Company block the delivery of their name and telephone number on all calls except those on which they elect to have their name and number delivered.

Priority Ringing - Differentiates incoming calls from up to ten (10) Customer preselected telephone numbers by signaling the Customer with a distinctive ringing pattern.

Privacy Manager – Works with Caller ID to intercept and send incoming calls identified as "blocked", "out of area", "unavailable", or "unknown." to one of two announcements. The caller is given the opportunity to unblock their number or record their name/company and then be announced to the Subscriber. If the Caller chooses not to unblock their number or record their name, the call is disconnected.

Call Originating Trace – Allows the Customer to dial a Call Trace activation code to initiate a trace of the last incoming call without obtaining prior legal authorization or assistance from the Company. The results of a completed trace will be recorded in the Central Office and will be made available only to law enforcement agencies, as directed by the Customers.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 3: Custom Calling Features, (Cont'd.)

3. Rates

AT&T Territory

Features Offered on Monthly Basis

The following custom calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

<u>Custom Calling Feature</u>	<u>Residential Monthly Recurring Charge</u>	<u>Business Monthly Recurring Charge</u>
Line Hunting	\$0.40	\$0.40
Call Forwarding – Variable	\$2.45	\$3.25
Call Forward – Delayed	\$1.95	\$2.95
Call Forward – Busy	\$1.95	\$2.95
Remote Access To Call Forwarding	\$0.95	\$3.50
Select Call Forwarding	\$2.45	\$3.50
Call Waiting	\$2.45	\$3.50
3-Way Calling	\$2.45	\$3.50
Speed Calling 8	\$2.45	\$3.50
Speed Calling 30	\$3.50	\$3.95
Auto Call Back	\$2.45	\$6.50
Repeat Dialing	\$2.45	\$5.50
Caller ID – Number Only	\$4.50	\$5.25
Anonymous Call Rejection	\$1.50	\$3.25
Caller ID – Name Only	\$4.50	\$5.25
Caller ID with Name and Number	\$4.50	\$5.25
Call Waiting ID	\$2.45	\$5.00
Distinctive Ring Service	\$2.00	\$3.50
Priority Rining	\$2.45	\$3.50
Call Screening	\$2.45	\$3.50

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1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 3: Custom Calling Features, (Cont'd.)

3. Rates, (Cont'd.)

AT&T Territory

Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed a per use charge each time the feature is used by the Customer. Customers may choose to subscribe to these features on a monthly basis to obtain unlimited use of these features for a fixed monthly charge.

<u>Custom Calling Feature</u>	<u>Per Use</u>
3-Way Calling	\$1.25
Repeat Dialing	\$1.25
Automatic Callback	\$1.25
Call Trace	\$4.50

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 3: Custom Calling Features, (Cont'd.)

3. Rates, (Cont'd.)

Frontier Territory

Features Offered on Monthly Basis

The following features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

<u>Custom Calling Feature</u>	<u>Per Use</u>
Line Hunting	\$1.20
Call Forwarding - Variable	\$4.50
Call Forward - Delayed	\$2.95
Call Forward - Busy	\$2.95
Remote Access to Call Forwarding	N/A
Select Call Forwarding	N/A
Call Waiting	\$6.30
3-Way Calling	\$5.40
Speed Calling 8	\$3.20
Speed Calling 30	\$4.10
Auto Call Back	\$5.40
Repeat Dialing	\$2.70
Anonymous Call Rejection	N/C
Caller ID - Number Only	N/A
Caller ID - Name Only	N/A
Caller ID with Name and Number	\$9.50
Call Waiting ID	N/A
Distinctive Ring Service	\$5.40
Priority Ringing	N/A
Call Screening	N/A

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COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 3: Custom Calling Features, (Cont'd.)

3. Rates, (Cont'd.)

Frontier Territory, (Cont'd.)

Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed a per use charge each time the feature is used by the Customer. Customers may choose to subscribe to these features on a monthly basis to obtain unlimited use of these features for a fixed monthly charge.

<u>Custom Calling Feature</u>	<u>Per Use</u>
3-Way Calling	\$1.25
Repeat Dialing	\$1.25
Automatic Callback	\$1.25
Call Trace	\$4.50

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COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 4: Toll Services

1. IntraLATA Switched Service

IntraLATA Switched Service is an outbound calling plan available to Customers who presubscribe to the any one of the Company local exchange services. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

Residential - Per Minute Rate:	\$0.059
Business – Per Minute Rate:	\$0.059

2. InterLATA Toll Service

InterLATA Service Toll is a switched outbound plan available to Customers who presubscribe to any one of the Company local exchange services. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

Residential - Per Minute Rate:	\$0.069
Business – Per Minute Rate:	\$0.069

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COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 4: Toll Services, (Cont'd.)

3. Switched Toll Free

Switched Toll Free is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll-free number and terminate to a Customer-provided switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments after a minimum call duration for billing purposes of eighteen (18) seconds. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Per Minute Rate:	\$0.10
Monthly Recurring Charge:	\$10.00

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 5: Directory Services

1. Directory Assistance Service

A. General

A Customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. The Customer may request a maximum of two (2) telephone numbers per call to Directory Assistance service without additional charges.

B. Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- .1 Calls originating from a Public Telephone Service line to points within the local and intraLATA calling area.
- .2 Requests for telephone numbers of non-published service.
- .3 Requests in which the Directory Assistance operator provides an incorrect number provided that the calling party reports the wrong number to the Company.
- .4 Requests for telephone numbers which were omitted from the alphabetical directory as a result of Company error.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 5: Directory Services, (Cont'd.)

1. Directory Assistance Service, (Cont'd.)

C. Directory Assistance Rate

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

AT&T Territory

Local, Per Call:	\$1.99
IntraLATA Toll, Per Call	\$1.99

Frontier Territory

Local, Per Call:	\$1.99
IntraLATA Toll, Per Call	\$1.99

D. Call Completion Rate

The charges as shown below apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number.

AT&T Territory

Local and intraLATA Toll, Per Call:	\$0.45
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Frontier Territory

Local and intraLATA Toll, Per Call:	\$0.45
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COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 5: Directory Services, (Cont'd.)

2. Directory Listing Service

A. General Terms and Conditions

- .1 The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing
- .2 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing, or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- .3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 5: Directory Services, (Cont'd.)

2. Directory Listing Service, (Cont'd.)

A. General Terms and Conditions

- .4 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- .5 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- .6 Rates and regulations for listing service are applicable only to listings in the alphabetical directories.
- .7 Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.
- .8 A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.
- .9 Listing services are available with all classes of main telephone exchange service.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 5: Directory Services, (Cont'd.)

2. Directory Listing Service, (Cont'd.)

B. Listings

.1 Primary Listing

One listing, termed the initial listing is included with each Customer's service, and with the initial line of a line hunting group.

.2 Additional Listings

At a charge, additional listings may be included in the alphabetical directory and on directory assistance records or appear on directory assistance records only. The monthly rate for additional listings applies when the listings appear in Directory Assistance records in accordance with the date requested by the customer.

If an additional listing is ordered discontinued by the Customer after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear the monthly rate continues only to the date of cancellation by the customer, with a minimum service period of one month.

.3 Foreign Listing

Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the price list published by the specific local exchange carrier providing the Foreign Listing.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 5: Directory Services, (Cont'd.)

2. Directory Listing Service, (Cont'd.)

B. Listings, (Cont'd.)

.4 Nonpublished Service

Nonpublished service means that the customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records. However, such information may be displayed on a call-by-call basis at Public Safety Answering Point locations where Enhanced Universal Emergency Number service is provided (E911).

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 5: Directory Services, (Cont'd.)

2. Directory Listing Service, (Cont'd.)

B. Listings, (Cont'd.)

.5 Nondirectory Listed Service

Nondirectory listed service means that the customer's telephone number is not listed in the directory but does appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nondirectory listed service or the disclosing of said number to any person.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 5: Directory Services, (Cont'd.)

2. Directory Listing Service, (Cont'd.)

C. Rates

AT&T Territory

.1	Nonrecurring Charges		
		<u>Residence</u>	<u>Business</u>
	Additional Listing, per listing:	\$6.00	\$6.00
	Non-published Service, per listing:	\$0.00	\$0.00
.2	Monthly Recurring Charges		
		<u>Residence</u>	<u>Business</u>
	Additional Listing, per listing:	\$4.25	\$4.25
	Non-published Service, per listing:	\$1.90	\$1.90

Frontier Territory

.1	Nonrecurring Charges		
		<u>Residence</u>	<u>Business</u>
	Additional Listing, per listing:	\$7.50	\$7.50
	Non-published Service, per listing:	\$7.50	\$7.50
.2	Monthly Recurring Charges		
		<u>Residence</u>	<u>Business</u>
	Additional Listing, per listing:	\$3.25	\$3.25
	Non-published Service, per listing:	\$1.75	\$1.75

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 6: Operator Services

1. Operator Assistance

A. General

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day, seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for calls placed using the assistance of a Company operator and billed by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 6: Operator Services, (Cont'd.)

1. Operator Assistance, (Cont'd.)

B. Rates

AT&T Territory

.1 Usage Charges

Usage charges for local and intraLATA operator assisted calls are those usage charges that would normally apply to the calling party's service.

.2 Local and IntraLATA Per Call Service Charges

Customer Dialed Calling Card:	\$1.50
Operator Dialed Calling Card:	\$1.50
Operator – Station To Station	\$1.50

Frontier Territory

.1 Usage Charges

Usage charges for local and intraLATA operator assisted calls are those usage charges that would normally apply to the calling party's service.

.2 Local and IntraLATA Per Call Service Charges

Customer Dialed Calling Card:	\$1.50
Operator Dialed Calling Card:	\$1.50
Operator – Station To Station	\$1.50

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COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 6: Operator Services, (Cont'd.)

2. [Reserved for Future Use]

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COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 7: Public Telephone Surcharge

1. General

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

2. Rate

Rate Per Call: \$0.45

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COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONT'D.)

Schedule 8: [Reserved for Future Use]

COMPETITIVE LOCAL CARRIER

2.0 - RULES

No. 1 Definitions

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission – California Public Utilities Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company – Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications, the issuer of this price list.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this price list.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 1 Definitions, (Cont'd.)

CPUC - The California Public Utilities Commission.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

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

IXC or Interexchange Carrier- A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Price List by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Price List, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this price list or by applicable law.

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COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 1 Definitions, (Cont'd.)

Joint User - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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

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

MOU - Minutes of Use.

NECA - National Exchange Carriers Association.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PIN - Personal Identification Number. See Authorization Code.

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COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 1 Definitions, (Cont'd.)

Point of Presence ("POP") - Point of Presence

Premises - The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

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

Service Order - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this price list.

Services - The Company's telecommunications services offered on the Company's network.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

Spectrotel – Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications, issuer of this price list.

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COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 1 Definitions, (Cont'd.)

Station - The network control signaling unit and any other equipment provided at the Customer's premises that enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this price list.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 2 Description of Service

The Company undertakes to furnish residential and business communications service pursuant to the terms of this price list in connection with one-way and/or two-way information transmission between points within the State of California.

Customers and users may use service and facilities provided under this price list to obtain access to services offered by other service providers. The Company is responsible under this price list only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers (e.g., NPA 900, NXX 976, etc.).

Service is offered for local calling to Customers pursuant to the terms of this price list. Descriptions applicable to specific offerings are found in the Rate Schedules contained in Section 1 of this price list.

Service is available 24 hours per day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.

Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with facilities services provided by other certificated carriers.

Minimum Period – Business Service is provided on a term basis only. The minimum term period is one (1) year unless otherwise specified in this price list or mutually agreed upon by contract. Penalties may apply for early termination of the term agreement.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 3 Application for Service

Service is installed by arrangement between Spectrotel and the Customer.

- A. A Customer desiring to obtain service, which may be initiated based on a written or oral agreement between the Company. The Customer shall be informed of all rates and charges for the services the customer desires and any other rates or charges which will appear on the customer's first bill. The customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed. The confirmation letter must be in a language other than English if the agreement was in another language.

The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

If the application is made verbally, the Company will, within 10 days of initiating the service order, provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. Within 10 days of initiating service, the Company shall state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications service provided by the Company.

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

- B. Cancellation of Application for Service:

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case by case basis.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 3 Application for Service, (Cont'd.)

B. Cancellation of Application for Service. (Cont'd.)

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charges for the minimum period of services orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent.)

Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, let net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

Charges are subject to the provisions of General Order No. 96-A.

C. Cancellation of Service:

The Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

Charges are subject to the provisions of General Order No. 96-A.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 3 Application for Service, (Cont'd.)

D. Continuation of Service – Except as otherwise stated in the price list, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall be renewed automatically for a one (1) year term, unless the Customer provides notice of intent not to renew such agreement at least thirty (30) days prior to the end of the initial or any additional term. Any termination shall not relieve the Customer of his or her obligation to pay any charges incurred under the Service Order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the terms of the Service Order shall survive such termination.

E. Termination Liability:

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in No. 12 below), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in No. 7 below.

The Customer's termination liability for cancellation of service shall be equal to:

1. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
3. 90% of the Monthly Recurring Charge for the service under the term agreement, multiplied by the number of lines, multiplied by the months remaining in the term agreement.

F. Initiation of Service

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

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

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 4 Special Information Required on Forms

A. Customer Bills

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

- .1 When the bill shall be paid by the Customer to the Company;
- .2 Billing detail, including the period of service covered by the bill;
- .3 Late payment charges and when they will be applied;
- .4 How the Customer must pay the bill;
- .5 How to contact the Company with questions about the bill; and
- .6 If the Customer's bill contains charges for interLATA and interstate toll calling billed by the Company on behalf of an interexchange carrier authorized to provide those services, then the bill will include a toll-free number for service or billing inquiries.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 4 Special Information Required on Forms, (Cont'd.)

A. Customer Bills, (Cont'd.)

Each bill shall also include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of the presentation date. Should you have any questions regarding this bill, please request an explanation from Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications. If you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California 94102. To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission."

B. Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications, 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."

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 5 Advance Payments, Deposits, and Guarantors

A. Advance Payments

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/or the service connection and/or equipment charges which may be applicable as well as any nonrecurring charges for any required special construction. The Company will not require advance payments for usage. The advance payment made by the Customer is credited to the Customer's account on the first bill rendered.

B. Deposits

- .1 Requirement: The Company may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.
- .2 Nondiscrimination: Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
- .3 Amount: The amount of the deposit shall not exceed twice the estimated average monthly bill for the class of service for which the deposit is to be applied. If the Customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer. Interest on deposits will be set at the 3-month commercial paper rate published by the Federal Reserve Board, except no interest will be paid if the Customer has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered. In the event a customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 5 Advance Payments, Deposits, and Guarantors, (Cont'd.)

B. Deposits, (Cont'd.)

- .4 Refund upon Discontinuance: Upon discontinuance or termination of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to the Customer within 30 days after discontinuance of service, and will include any interest on the deposit as set forth above.
- .5 Refund after Satisfactory Payment: After payment of all charges for 12 consecutive billing periods, within 30 days, the Company will refund the deposit to the Customer. The refund will include interest at the rate set forth above. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account. 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.
- .6 Deposit Receipt: See Rule 5.
- .7 Deposits shall not be required if the applicant:
- (a) Provides a satisfactory 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, name of employer, employer's address, Customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
 - (b) A co-signer or guarantor may be used providing the co-signer or guarantor has acceptable credit history with the Company or another acceptable local exchange carrier.
 - (c) The Company cannot refuse a deposit to establish credit for service. However, it may request that the deposit be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit, etc.).

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COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 6 Notices and Communications

- A. Notice by the Company: Unless otherwise provided by these Rules, any notice by the Company to the Customer or to the Customer's authorized representative will be given in writing either by facsimile to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the authorized representative's last known address. The Company may provide verbal notice to a Customer or to an authorized representative thereof only in emergencies, where a delay may result in impaired service or a hazard to a Customer. All notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following of the placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, which ever occurs first.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 6 Notices and Communications, (Cont'd.)

B. Notice by the Company Regarding Rate Information

- .1 Rate information and information regarding the terms and conditions of service will be provided in writing upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to the Customer and postmarked at least 30 days prior to the effective date of the change. No Customer notice shall be required for minor rate increase or rate decrease. Customers shall 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 which may result in rate increases to some or all Customers or which result in reduced service or increased obligations for Customers.
- .2 When the Company provides information to a consumer which is allegedly in violation of its price lists, the consumer shall have the right to bring a complaint against the Company. If the Commission determines that the complaint is part of a pattern of misinformation or was an attempt to defraud the Customer, the Commission may impose appropriate sanctions.
- .3 The Company will notify Customers in writing of a change in ownership or identity of a Customer's service provider on the Customer's next monthly billing cycle.
- .4 Notices the Company sends to Customers, or to the CPUC, shall be a legible size and printed in a minimum point size of 10 and are deemed made on the date of presentation.
- .5 In addition, Customers shall be advised of changes to the terms and conditions of service which may result in rate increases to some or all Customers or which result in reduced service or increased obligations for Customers. The Company shall provide this notice no later than the Company's next periodic billing cycle.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 6 Notices and Communications, (Cont'd.)

- C. Notice by Customer: Unless otherwise provided by these Rules, any notice by the Customer or its authorized representative may be given verbally to the Company at the Company's business office (in person or telephonically) or by written notice mailed to the Company's business office. Cancellation of service by the Customer may be given verbally or by written notice to the Company.
- D. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the notice set forth herein.
- E. The Company shall, upon request, provide any applicant for service or Customer the following information:
 - .1 The CPUC identification number of its registration to operate as a telecommunications corporation within California.
 - .2 The address and telephone number of the CPUC to verify its authority to operate.
 - .3 A copy of the CPUC's Consumer Protection Regulations.
 - .4 A toll-free number to call for service or billing inquiries, along with an address where the Customer may write to the Company.
 - .5 A full disclosure of all fictitious names, (i.e., d/b/a names) of the Company.
 - .6 The names of billing agents, if any, the Company uses in place of performing the billing function itself.
 - .7 Rate information as required in Rule 6 of the Consumer Protection Regulations set forth in D.95-07-054.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 7 Rendering and Payment of Bills

- A. Customer bills are issued monthly. The Customer will receive its bill 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 Customer. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. The Company will prorate monthly recurring charges based on a 30-day month.
- B. Bills are due and payable on the date of presentation. Bills may be paid by mail or in person at the business office of the Company 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. Arrangements may be made with the company for credit card payment.
- C. Customer payments are considered prompt when received by the Company or its agent by the due date on the bill. A late payment charge may be applied if payment is not received on or before the late payment date which will be prominently displayed on the customer's bill. the late payment date will be at least fifteen (15) days after the date of presentation on the billing envelope. The Company will credit payments within 24 hours of receipt.

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2.0 - RULES, (CONT'D.)

No. 7 Rendering and Payment of Bills, (Cont'd.)

- D. However, if a Customer's service has been discontinued within the past 12 months or if the Customer incurs usage charges during a billing period which are equal to a least 200% of the amount of the Customer deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Customer followed by written notification of such demand sent by first class mail. If the requested payment is not made within 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. Charges deemed delinquent may be subject to the lesser of either a late payment charge of 1-1/2% per month or portion thereof that the bill remains unpaid, or the maximum allowed by law. This amount will be assessed from the date payment was due.

- E. Bills that remain unpaid beyond the due date on the bill will incur a late payment charge of 1.5%, or the highest allowable by law, of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 7 Rendering and Payment of Bills, (Cont'd.)

- F. Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding (1) Universal Lifeline Telephone Service (ULTS) billings; (2) charges to other certificated carriers for services that are to be resold; (3) coin sent paid telephone calls (coin in box) and debit card calls; (4) customer-specific contracts effective before 9/15/94; (5) usage charges for coin-operated pay telephones; (6) directory advertising; and (7) one-way radio paging) and the CPUC Reimbursement Fee rate (excluding (1) directory advertising and sales; (2) terminal equipment sales; (3) inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d.b.a. SBC California) tariffs.
- G. See Rule 5 for other information to be included on the bill.
- H. A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exceptions: collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the Company). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 8 Disputed Bill Procedure

A. In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, that cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:

- .1 The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.
- .2 The undisputed portion of the bill and subsequent bills, other than the disputed amount, must be paid by the "Due by" date shown on the bill. If the undisputed portion of the bill and subsequent bills become delinquent as described in Rule No. 8, the service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
- .3 If there is still disagreement about the disputed amount after an investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Branch ("CAB") of the CPUC for an investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within 7 calendar days after the date on which the Company notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will be disconnected. However, the service will not be disconnected prior to the Due by Date shown on the bill. The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with these conditions.
- .4 The Company shall respond within 10 business days to requests for information issued by CAB. CAB will review the Customer's claim of the disputed amount, communicate the results of its review to the Customer and the Company, and disburse the monies deposited by the Customer.
- .5 The addresses of the CPUC is as follows:

California Public Utilities Commission
State Office Building
505 Van Ness Ave, Room 2003
San Francisco, CA 94102
Email: consumer-affairs@cpuc.ca.gov

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 9 Discontinuance and Restoration of Service

(See also Rule No. 29 - Legal Requirements for Refusal or Discontinuance of Service)

A. Discontinuance by Customer

- .1 A Customer may have service discontinued upon oral or written notice to the Company on or before the date of disconnection. Customers remain responsible for payment of all bills for services furnished.
- .2 If a Customer cancels his order for service before the service begins, a \$25.00 charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company. However, no charge will be levied if a Customer cancels his or her service within three (3) days of the date of the date the order was placed in person or within three (3) days of the date of the Company's written confirmation letter (see Rule 3(a)). No cancellation charge applies to orders canceled due to delays in installation of greater than 50% of the overall service order lead time that are caused by the Company.
- .3 No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.
- .4 Upon termination, presubscribed Customers may be held responsible for charges thereafter if the Customer has not selected an alternative local exchange carrier and service has not been transferred to the alternative carrier and such a Customer is continuing to receive service from the Company.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 9 Discontinuance and Restoration of Service, (Cont'd.)

- B. The Company may discontinue service under the following circumstances:
- .1 With written notice for 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 CPUC or by the court.
 - .2 A violation of, or failure to comply with, any regulation governing the furnishing of service.
 - .3 Without notice due to an order from a court or from another government authority having jurisdiction which prohibits the Company from furnishing service.
 - .4 Failure to post a required deposit or guarantee.
 - .5 Without notice in the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
- C. Service may be refused or disconnected without notice in the event of illegal use or of intent to defraud the Company.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 9 Discontinuance and Restoration of Service, (Cont'd.)

- D. Service will not be discontinued for nonpayment of Category III services, as defined by the California Public Utilities Commission.
- E. The Company will continue to provide Customers access to 911 emergency service should service be discontinued by the Company to said Customers until such time as the Customer has established service with another carrier. (Also known as "Warm Line.")
- F. Notice for Disconnection
 - .1 Where notice is required, written notice of the pending disconnection will be rendered not less than 7 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.
 - .2 Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service is not initially discontinued on any Saturday, Sunday, legal holiday, or any other day the Company service representatives are not available to serve Customers.
 - .3 Written notice will state:
 - (a) the name and address of the Customer whose account is delinquent;
 - (b) the reason for discontinuance;
 - (c) the amount that is delinquent (if applicable);
 - (d) the date when payment or arrangements for payment are required in order to avoid termination
 - (e) the procedure the Customer may use to initiate a complaint or to request an investigation concerning service or disputed charges as set forth in Rule 8;
 - (f) the procedure the Customer may use to request amortization of the unpaid charges;
 - (g) the telephone number of the Company representative, who can provide additional information or institute arrangements for payment;
 - (h) the telephone number of the CPUC Consumer Affairs Branch where the Customer may direct inquiries;
 - (i) local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

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2.0 - RULES, (CONT'D.)

No. 9 Discontinuance and Restoration of Service, (Cont'd.)

G. Restoration of Service

The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

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2.0 - RULES, (CONT'D.)

No. 10 Request for Old Bill

The Company will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to such Customer, unless the Customer informs the Company within 15 days of the issuance of the bill that the original bill was not received. If a Customer or the Customer's representative thereafter requests additional copies of bills the following fees will apply:

Bills dated within 90 days prior to receipt of request

\$1.00 per bill, plus \$0.25 per telephone number on the bill in excess of 5 numbers

Bills dated more than 90 days but less than 12 months

\$5.00 per bill, plus \$0.25 per telephone number on the bill in excess of 5 numbers

Bills dated more than 12 months; less than 48 months

\$20.00 per bill, plus \$0.25 per telephone number on the bill in excess of 5 numbers

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

The Company shall charge a processing fee to any party that subpoenas or otherwise lawfully seeks to compel the provision of a copy or copies of a bill(s) in connection with any lawful investigation or lawsuit. The processing fee for any requested bill(s) is \$1.00 per bill if the invoice date is less than ninety (90) days prior to the date of the request, \$5.00 per bill if the invoice date is more than ninety (90) days and less than twelve (12) months prior to the date of the request and \$20.00 per bill if the invoice date is more than twelve (12) months prior to the date of the request.

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2.0 - RULES, (CONT'D.)

No. 11 Temporary Service

From time to time, Spectrotel may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Calls placed by Customers on such temporary service will be subject to the rates and regulations provided in this price list.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 12 Continuity of Service

A. Allowances for Interruptions in Service

Credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer, are subject to the general liability provisions set forth in Rule 18, herein. It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within his control, or is not in wiring or equipment connected to the terminal of the Company.

B. Credit for Interruptions

- .1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this price list. An interruption period begins when the Company becomes aware of the interruption. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- .2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 12 Continuity of Service, (Cont'd.)

B. Credit for Interruptions, (Cont'd.)

- .3 A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Length of Interruption	Amount of Service to Be Credited
Less than 30 minutes	None
30 minutes, up to but not including 3 hours	1/10 Day
3 hours, up to but not including 6 hours	1/5 Day
6 hours, up to but not including 9 hours	2/5 Day
9 hours, up to but not including 12 hours	3/5 Day
12 hours, up to but not including 15 hours	4/5 Day
15 hours, up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruption over 24 hours and less than 72 hours:

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any 24-hour period.

Interruption over 72 hours:

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for anyone-month period.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 12 Continuity of Service, (Cont'd.)

D. Limitations on Allowances

No credit allowance will be made for:

- .1 Interruptions due to the negligence of, or noncompliance with the provisions of this price list by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- .2 Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- .3 Interruptions due to the failure or malfunction of non-Company equipment;
- .4 Interruptions of service during a period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- .5 Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- .6 Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or
- .7 Interruption of service due to circumstances or causes beyond the control of the Company.

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2.0 - RULES, (CONT'D.)

No. 12 Continuity of Service, (Cont'd.)

E. Temporary Suspension for Repairs

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 conversations or Customers' service.

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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2.0 - RULES, (CONT'D.)

No. 13 Extensions

Extension line service is not offered by the Company.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 14 Service Connections and Facilities on Customer Premises

- A. Service furnished by Spectrotel may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier. Service furnished by Spectrotel is not part of a joint undertaking with such carriers.
- B. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's price lists. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer-provided terminal equipment or communications systems with carrier's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.
- C. Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 15 Measurement of Service

When charges for calls are mileage sensitive, airline mileage is computed as described below.

Calls are measured and rounded to the higher full minute from the serving wire center of the Customer's originating location to the serving wire center of the destination of the call, regardless of Company routing. The distance between the serving wire center origination point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by Bell Communications Research (BellCore) and NECA Tariff FCC No. 4 in the following manner:

Step 1 Obtain the "V" and "H" coordinates for the originating and terminating wire centers.

Step 2 Obtain the difference between the "V" coordinates of each of the serving wire centers.
Obtain the difference between the "H" coordinates.

Step 3 Square the differences obtained in Step 2.

Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results.

Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the airline mileage of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 16 Telephone Number Changes

When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned to any Customer. The Customer may order a Customized Number where facilities permit for an additional charge.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

The Customer has no property right in the assigned telephone number, and none can be acquired by usage or otherwise. The Company reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Telephone numbers of Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.

A Customer who wishes to retain his or her existing telephone number when that Customer changes his or her local service provider from the Company to the incumbent local exchange carrier or to a Competitive Local Carrier and chooses to disconnect the Company's service associated with the telephone number, may negotiate with the new carrier to obtain Number Call Forwarding. See the Company's price list.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 17 Limitation of Liability

- A. The provisions of this section of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. Except as provided in Paragraphs (A) and (B) of this Rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings (excluding the use of bold type), and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of 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 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.
- D. 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.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 17 Limitation of Liability, (Cont'd.)

E. Directory Errors

- .1 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 or omission occurred.
 - (b) For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in the Rate Schedules of this price list, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which 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 occurred.
 - (d) For listings in information records furnished at additional charge, an amount no in excess of the charge for the listing during the period the error or omission continued.
 - (e) For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 18 Limitations of Service

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this price list. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this price list.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this price list), or when service is used in violation of provisions of this price list or the law.
- C. The 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 price list, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards.
- E. The 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 pursuant to this price list until the indebtedness is satisfied.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 19 Use of Service

- A. Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- C. Recording of telephone conversations of service provided by the Company under this price list is prohibited except as authorized by applicable federal, state and local laws.
- D. Any service provided under this price list may be facilities to or shared (jointly used) with other persons at the Customer's option. Service may only be facilities or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, facilities or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this price list, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- E. Any individual or company who uses or receives service from the Company, other than the provisions of an accepted application for service and a current Customer relationship, shall be liable for the cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the CPUC or the court.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 19 Use of Service, (Contd.)

F. Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

G. Unauthorized Use

- .1 Service shall not be used to make unlawful expressions, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass.
- .2 Service shall not be used for any purpose in violation of law.
- .3 Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers or interfere with the Company's reasonable ability to provide the service to others.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 20 Responsibilities of the Customer

- A. The Customer is responsible for: 1) placing any necessary orders; 2) complying with regulations; 3) for assuring that users comply with regulations; 4) payment of charges for calls originated from the Customer's telephone lines.
- B. The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
- C. The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.
- D. The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 20 Responsibilities of the Customer, (Cont'd.)

- E. The Customer and any authorized or joint users, jointly and serially, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer, authorized user, or joint user furnished or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control and from 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 commission or omission by the Customer, authorized user, or joint user in connection with the service. In the event that any such infringing use is enjoined, the Customer, authorized user, or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement.

In addition and without limitation, the Customer, authorized user, or joint user 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.

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COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 21 Special Construction

A. Basis for Charges

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 price lists. Charges are subject to the provisions of General Order No. 96-A. Charges will be based on the costs incurred by the Company (including return) and may include:

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

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 21 Special Construction, (Cont'd.)

- B. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.
- .1 The period on which the termination liability is based is the estimated service life of the facilities provided.
 - .2 The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - (a) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (1) equipment and materials provided or used;
 - (2) engineering, labor, and supervision;
 - (3) transportation; and
 - (4) rights of way and/or any required easements;
 - (b) license preparation, processing, and related fees;
 - (c) price list preparation, processing and related fees;
 - (d) cost of removal and restoration, where appropriate; and
 - (e) any other identifiable costs related to the specially constructed or rearranged facilities.
 - .3 The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in the preceding section by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in the preceding section shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
 - .4 Charges are subject to the provisions of General Order No. 96-A.

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COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 22 Non-routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 23 Services for the Deaf and Disabled

The Company will provide telecommunications relay access to a telephone relay center for California Relay Service. In addition, the Company will participate in the Deaf and Disabled Equipment Program. Both of these services will be provided by Pacific Bell in Pacific Bell exchanges and by Verizon of California in Verizon exchanges.

The Relay Service permits telephone communications between hearing and/or speech impaired individuals who must use a TDD or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired Customers to use.

- A. Only intrastate calls can be completed using the California Relay Service under the terms and conditions of this price list.
- B. The following calls may not be placed through the Relay Service:
 - .1 calls to informational recordings and group bridging service;
 - .2 calls to time or weather recorded messages;
 - .3 station sent paid calls from coin telephones; and
 - .4 operator-handled conference service and other teleconference calls.

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COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 23 Services for the Deaf and Disabled, (Cont'd.)

C. Liability

The Company contracts with an outside provider for the provision of Relay Service and equipment for the Deaf and Disabled Equipment Program. The outside provider(s) has complete control over the provision of these services except for the facilities provided directly by the Company. In addition to other provisions of this Price List dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the Customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the Customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the Customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 24 Emergency Telephone Number Service (911 Service)

A. General

Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

B. Multi-line Telephone System ("MLTS") Access

The 911 Service network offers MLTS owners/operators/lessees ("Customers") the option to provide telephone station location information to the 911 Database used by 911 dispatchers. When an end user dials 911 from a Multi-line Telephone System, the actual location of the end user may not always be accurately transmitted to the 911 dispatcher at the Public Safety Answering Point ("PSAP"), who may receive the location of the main number or the pilot number of a hunt group instead.

It is the Customer's responsibility to provide, and update if necessary, accurate Automatic Number Identification (ANI) and Automatic Location Identification (ALI) sub-address ("station") information to the 911 database administrator. Once the Customer provides ANI and ALI sub-address information to the 911 database administrator, it is the responsibility of the Company to provide the location of the pilot number to the PSAP for 911 calls and, where technically and operationally feasible, the Company will deliver ANI to the PSAP at a station level behind a Multi-line Telephone System.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 25 Change of Service Providers

A. Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company, or its agents, for Customer authorization for termination of service with an existing carrier and the subsequent transfer to the Company must include current rate information on the Company and information regarding the terms and conditions of service with the Company. Such solicitation must conform with California Public Utilities Code Section 2889.5 and be legibly printed in at least 10 point type. A penalty or fine of up to \$500 may apply for each violation of this Rule.

B. Unauthorized Service Termination and Transfer

The Company shall restore the Customer's service to the original carrier without charge to the Customer where that service has been changed on an unauthorized basis. All Company billings during the unauthorized service period shall be refunded to the Customer. If the Company is found responsible for the unauthorized transfer it will reimburse the original carrier for reestablishing service at the rate of the original carrier. A penalty or fine of up to \$500 may apply for each violation of this Rule.

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COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 26 Privacy

The Company shall not make available to any other person or corporation Customer information that is not public without first obtaining the Customer's consent in accordance with Public Utilities Code Sections 2891, 2891.1 and 2893. The Company will provide each new Customer, and on an annual basis for existing Customers, a description of how the Company handles the Customer's private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the Customer.

Notwithstanding the above, there are instances where the Company may be required to release certain non-public Customer information without first notifying the Customer and obtaining written consent. Consistent with the California Public Utilities Code, the Company will provide required Customer information to an emergency agency responding to a 911 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to lawful process, to a collection agency for the purpose of collecting unpaid debts, to the CPUC pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the CPUC in response to orders regarding the provision of services over the Company's facilities by parties other than the Company. In addition, except for Customers subscribing to nonpublished numbers, the Company will release information that is customarily provided in a subscriber directory or through directory assistance services. Finally, the Company may provide the names and addresses of Customers subscribing to LifeLine service to other certificated California utilities for use in outreach programs directed towards low-income subscribers.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 26 Privacy, (Cont'd.)

A. Section 2891

The following section shall apply if, and when the Company offers service to residential consumers.

- .1 The Company shall not make available to any other person or corporation, without first obtaining the residential subscriber's consent, in writing, any of the following information:
 - (a) The Customer's personal calling patterns, including any listing of the telephone or other access numbers called by the Customer, but excluding the identification of the person called, of the person calling and the telephone number from which the call was placed, subject to the restrictions in Section 2893, and also excluding billing information concerning the person calling which federal law or regulation requires the Company to provide to the person called.
 - (b) The residential Customer's credit or other personal financial information, except when the Company is ordered by the CPUC to provide this information to any electrical, gas, heat, telephone, telegraph, or water corporation, or centralized credit check system, for the purpose of determining the credit worthiness of new utility subscribers.
 - (c) The services which the residential Customer purchases from the Company or from independent suppliers of information services who use the Company's telephone or telegraph line to provide service to the residential Customer.
 - (d) Demographic information about individual residential Customers, or aggregate information from which individual identities and characteristics have not been removed.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 26 Privacy, (Cont'd.)

A. Section 2891, (Cont'd.)

- .2 Any residential Customer who gives his or her written consent for the release of one or more of the categories of personal information specified in subdivision (A) shall be informed by the Company regarding the identity of each person or corporation to whom the information has been released, upon written request. The Company shall notify every residential Customer of the provisions of this paragraph whenever consent is requested pursuant to this paragraph.
- .3 Any residential Customer who has, pursuant to Paragraph (B) above, given written consent for the release of one or more of the categories of personal information specified in Paragraph (A) may rescind this consent upon submission of a written notice to the Company. The Company shall cease to make available any personal information about the Customer within 30 days following receipt of notice given pursuant to this paragraph.
- .4 Every violation of this Rule is grounds for civil suit by the aggrieved residential subscriber against the Company and its employees responsible for the violation.
- .5 For the purposes of this section, "access number" means a telex, teletext, facsimile, computer modem, or any other code which is used by a residential Customers of a telephone or telegraph corporation to direct a communications to another Customer of the same or another telephone or telegraph corporation.
- .6 The Company selling, or licensing lists of residential Customers shall not include the telephone number of any Customer assigned an unlisted or nonpublished access number.
- .7 A Customer may waive all or part of the protection provided by this section through written notice to the Company.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 26 Privacy, (Cont'd.)

B. Section 2893

- .1 Call identification service offered by the Company, shall allow a caller to withhold display of the caller's telephone number, on an individual basis, from the telephone instrument of the individual receiving the telephone call placed by the caller.
- .2 There shall be no charge to the caller who requests that his or her telephone number be withheld from the recipient of any call placed by the caller.
- .3 The Company will notify its Customers that their calls may be identified to the called party thirty or more days before the Company commences to participate in the offering of a call identification service.
- .4 Section 2893 does not apply to any of the following:
 - (a) An identification service which is used within the same limited system, including, but not limited to a Centrex or private branch exchange (PBX) system, as the recipient telephone.
 - (b) An identification service which is used on a public agency's emergency telephone line or on the line which receives the primary emergency telephone number (911).
 - (c) Any identification service provided in connection with legally sanctioned call tracing or tapping procedures.
 - (d) Any identification service provided in connection with any toll free (i.e. 800) or "900" access code telephone service until the Company develops the technical capability to comply with Paragraph (A) as determined by the CPUC.

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COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 27 Directories

The Company will make printed directories available to Customers at no charge. Such directories may be supplied by the incumbent local exchange carrier or other third party.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 28 Nonpublished Service

Upon a Customer's request, the Company will omit a Customer name, address and telephone number from any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone number, shall be released by the Company in response to legal process or to an authorized governmental agency which complies with the rules set forth in Appendix A to CPUC Decision No. 92860 and 93361 established for the release of nonpublished information as set forth below.

A. Agencies Authorized to Receive Nonpublished Information

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

An agency of the federal government which is lawfully authorized to:

- .1 Conduct investigations or make arrests for violations of the criminal laws of the United States; or,
- .2 Prosecute violations of the criminal laws of the United States; or,
- .3 Enforce civil sanctions which are ancillary to criminal statutes; or,
- .4 Conduct investigations into matters involving the national security of the United States; or,
- .5 Protect federal or foreign officials; or,
- .6 Protect public health and safety; or,
- .7 Conduct emergency rescue operations.
- .8 Any public health agency of the State of California or of a city, county, or other local government.
- .9 County of city 911 projects.
- .10 State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
- .11 Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of debts.
- .12 California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 28 Nonpublished Service, (Cont'd.)

B. Procedure for Release of Nonpublished Information to Authorized Agencies

A telephone company shall only provide nonpublished information to persons within agencies who are either:

- .1 Peace officers pursuant to California Penal Code Section 830 and all subsections thereof who are lawfully engaged in a criminal investigation in their official capacity; or,
- .2 Health officers who are acting in their official capacity and are lawfully investigating a matter involving a service communicable disease or life-threatening situation; or,
- .3 Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in the preceding; or,
- .4 Employees of a county or city 911 project when acting in an official capacity; or,
- .5 Employees of an agency listing in the 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.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 28 Nonpublished Service, (Cont'd.)

B. Procedure for Release of Nonpublished Information to Authorized Agencies, (cont'd.)

Nonpublished information shall be released by a telephone company to an authorized agency upon the agency's written request provided that the agency has previously furnished the company 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.

Nonpublished information shall also be released by a telephone company 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 company only on a call back verification basis.

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

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 28 Nonpublished Service, (Cont'd.)

C. Notification to Customer

The telephone company shall not notify the Customer regarding the release of the Customer's nonpublished information unless the Customer contacts the Company and specifically requests to know whether their nonpublished information has been released.

When a Customer inquires of the Company 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 Company.

If the 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 company shall withhold notice to the Customer for a period of one year from the date of release of the information to the agency.

The one-year period of nondisclosure shall be extended for successive one-year periods upon new written certification by the agency in each instance.

If no request has been made for nondisclosure to the Customer, the Customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

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

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 28 Nonpublished Service, (Cont'd.)

D. Exception for Health Officers

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

E. Release of Information to Interexchange Carriers

The Company will provide nonpublished information to an Interexchange Carrier who needs the information for allocation, billing or service purposes.

F. Retention of Records

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

G. Unsolicited Telephone Efforts

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

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 29 Legal Requirements for Refusal or Discontinuance of Service

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

"Appendix B"

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

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 29 Legal Requirements for Refusal or Discontinuance of Service, (Cont'd.)

"Appendix B", (Cont'd.)

- D. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.
- E. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.
- F. At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.

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2.0 - RULES, (CONT'D.)

No. 29 Legal Requirements for Refusal or Discontinuance of Service, (Cont'd.)

"Appendix B", (Cont'd.)

- G. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
- H. The term "person," as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.
- I. The term "communications utility," as used herein, includes a "telephone corporation" and a "telegraph corporation," as defined in Division 1 of the California Public Utilities Code.

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2.0 - RULES, (CONT'D.)

No. 30 Blocking Access to 900 and 976 Information Services

The Company automatically blocks calls to 900 and 976 pay-per-call telephone information services. There is no charge for such call blocking. The Company will inform the Customer of this blocking feature at the time service is initially ordered.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 31 Demarcation Points

A. Responsibilities

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

The Customer is responsible for the completion of services beyond the Company's local loop demarcation point.

Customer requested services beyond the local loop demarcation point may be provided by the Company at the Customer's expense.

B. Local Loop Demarcation Point

.1 The Company's Local Loop Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the building owner or end-user Customer. This demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the intra building network cable (INC), if any, provided by the building owner.

Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.

.2 The Local Loop Demarcation Point may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the Company's network facilities.

.3 The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story building, and includes the Company's entrance facility, except as set forth in Paragraph below. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 31 Demarcation Points, (Cont'd.)

B. Local Loop Demarcation Point, (cont'd.)

.4 Exceptions:

- (a) Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment.
- (b) Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the equipment where the equipment has been provided by the Company.
- (c) Company-Provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the Customer or building owner and includes the equipment.
- (d) If a property owner desires an additional Local Loop Demarcation Point(s) at a specified location on a Customer's premises for purposes of providing service assurance, safety, security and privacy of data communications over the cable (also known as Direct Feed), the owner will be required to pay for additional network cable and network facilities through special construction arrangements. In particular, additional Local Loop Demarcation Points cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from location to another location.
- (e) Fiber Optic Cable: The demarcation point is at the Company-provided Fiber Optic Terminal (FOT) equipment. The Company's responsibility includes the FOT equipment where the equipment has been provided by the Company.
- (f) Carrier Points of Presence (POP): Local Loop Demarcation Point guidelines are not applicable for access services provided to interexchange carriers, local exchange carriers, and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission's regulations) Point of Presence location. However, the Local Loop Demarcation Point rules do apply to all Company-provided service(s) provisioned to a Point of Presence when the service(s) is used in the capacity of an end-user of the service(s).

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 31 Demarcation Points, (Cont'd.)

C. INC Demarcation Point

- .1 The Intra building Network Cable (INC) demarcation point separates the building owner's responsibility to provide INC from the Customer's responsibility to provide inside wire, standard jacks, and customer premises equipment. This demarcation point designates the end of the INC provided by the building owner and the beginning of simple or complex inside wire provided by the Customer.
- .2 The INC demarcation point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth in Paragraph 3 below and B4 preceding.
- .3 Where there is no intra building network cable or it is in a single-story building, the INC demarcation is the Company's Local Loop Demarcation Point.

D. Inside Wire Demarcation Point

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

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 31 Demarcation Points, (Cont'd.)

E. Continuous Property

.1 Continuous Property is land which is

- (a) wholly owned by a single individual or entity, regardless of whether the owner leases¹ all or a portion(s) of the property to another and
- (b) which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare² or the property of another.

.2 There are three basic types of Continuous Properties:

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

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

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

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

³ Such as townhomes and homes in gated communities.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONT'D.)

No. 31 Demarcation Points, (Cont'd.)

E. Continuous Property, (Cont'd.)

.3 Continuous Property - Point of Demarcation

(a) For Continuous Property, regardless of use, the Company's Local Loop Demarcation Point will be at the appropriate main distribution terminal as determined by negotiations between the property owner and the Company. Where an agreement cannot be reached, the Company will designate the Local Loop Demarcation Point location.

(b) It is the property owner's responsibility to provide and maintain INC within and between buildings on a continuous property. The Company may, at the Customer request and expense, provide INC.

.4 Where an owner of Continuous Property requests additional Local Loop Demarcation Points or changes an existing local loop demarcation point, the owner will be required to pay for any additional network cable and facilities required through special construction agreements set forth in this price list, except as provided in the preceding paragraph.

.5 The INC and Inside Wire Demarcation Points are located as described above.

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

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

COMPETITIVE LOCAL CARRIER

3.0 - SPECIAL SERVICE ARRANGEMENTS

1. Individual Case Basis (ICB) Arrangements

A. General Description

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer. The facilities utilized to provide these services are of a type normally used by the Telephone Company in furnishing its other services and shall be comparable with other Telephone Company services, and its engineering and maintenance practices. The requested service or arrangement is subject to the availability of the necessary Telephone Company personnel and capital resources.

B. Rate Regulations

Rates quoted in response to requests may be different than those specified for such services in this price list. The customer has one-hundred and eighty (180) days after receiving the ICB rates to order the service requested at the quoted rates.

C. Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

Spectrotel, Inc.
d/b/a OneTouch Communications
d/b/a Touch Base Communications
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

California Price List
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COMPETITIVE LOCAL CARRIER

4.0 - SAMPLE FORMS

1. Disconnection Notice

Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications

THIS IS A FINAL DISCONNECTION NOTICE. PAY _____ PRIOR TO _____
TO AVOID DISCONNECTION OF YOUR BASIC TELEPHONE SERVICE.

Dear Customer: Phone number _____

By paying the amount noted above by the date noted above you will avoid the inconvenience of all or part of your service being interrupted and will avoid a charge of \$ for reconnection service. If payment arrangements are not made within five days of temporary suspension, your incoming telephone service will be suspended. Seven days later, your account will be terminated.

If you cannot pay your balance, please call us at _____ to arrange for an acceptable payment arrangement/plan.

If you have already made full payment, please disregard this notice.

Account number _____
Amount enclosed _____
Total amount due _____

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COMPETITIVE LOCAL CARRIER

4.0 - SAMPLE FORMS, (CONT'D.)

2. Customer Alert

Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications

Our records show that your account is past due in excess of XXX days. The intent of Spectrotel is to assist our Customers meet their business needs. We would like to offer you assistance with payment options. Please contact us at XXX-XXX-XXXX to discuss these options.

Unfortunately, unless we hear from you and agree upon a payment plan by month, date, year then we will have to disconnect your service. A reconnection fee will be required, as if you ordered service for the first time, to restore your service after disconnection.

We value your business. Please do not leave us with disconnection as our only alternative. Please contact us immediately and let's discuss a payment arrangement.

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COMPETITIVE LOCAL CARRIER

4.0 - SAMPLE FORMS, (CONT'D.)

3. Return Check Charge

Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications

This letter is to advise you that we have received a returned check for insufficient funds on your account.

A return check charge of \$XX will be applied to your account along with your previous balance.

Please contact us at XXX-XXX-XXXX and make arrangements to pay your bill in full.

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COMPETITIVE LOCAL CARRIER

5.0 - PROMOTIONS

[Reserved for Future Use]